



Meeting of the Board of Directors

February 19, 2020
REGULAR MEETING

Closed Session begins at 8:00 a.m.
Regular Session begins at 8:30 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 Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

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Note: This packet is 151 pages total



Zero Waste Sonoma

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

Agenda

Item

1. Call to Order Closed Session
2. Closed Session: PUBLIC EMPLOYMENT PERFORMANCE EVALUATION
Titles: 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 November 20, 2019 Regular Meeting
- 6.2 January, February, and March 2020 Outreach Calendar
- 6.3 Annual Review of SCWMA Rules of Governance
- 6.4 Approval of FY 2019-20 Second Quarter Financial Report
- 6.5 Approval of the FY 2020-21 ZWS Draft Work



Regular Calendar

7. HHW Expansion Feasibility Study RFP Criteria Approval [Scott]
8. Potential Office Move/Approval to Enter into Lease Negotiations [Lukacs]
9. California Redemption Value (CRV) Pilot Partnership and Grant
10. Boardmember Comments – NO ACTION
11. Executive Director Report – Verbal Update
12. Staff Comments – NO ACTION
13. Next SCWMA meeting: March 18, 2020
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, 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 Sonoma County Waste Management Agency 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 at The Board of Supervisors, 575 Administration Drive, Santa Rosa, and at the meeting site the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa. It is also available on the internet at www.zerowastesonoma.gov



To: Zero Waste Sonoma Board Members

From: Leslie Lukacs, Executive Director

Subject: February 19, 2020 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 January 15, 2020 Meeting
- 6.2 January, February, and March 2020 Outreach Calendar
- 6.3 Annual Review of SCWMA Rules of Governance
- 6.4 Approval of FY 19-20 Second Quarter Financial Report
- 6.5 Approval of the FY 20-21 ZWS Draft Work Plan

Regular Calendar

- 7 **HHW Expansion Feasibility Study RFP Criteria Approval:** At the January 15, 2020 Board Meeting, the Board directed staff to proceed with the creation of an RFP that will allow for a feasibility study of a property once the Agency and the Board identify a property. Staff recommends the Board approve a Request for Proposal for a Property Feasibility Study of Property to become a Household Hazardous Waste Facility and direct Staff to distribute the RFP.
- 8 **Potential Office Move/Approval to Enter into Lease Negotiations:** At the January 15, 2020 board meeting, staff presented a lease option to the board for review. The Board requested staff to return at the next board meeting with a response to their questions. This item addresses the Board's questions and provides additional staff findings. Staff recommends the Board approve Staff to enter into a lease negotiation with our top three selections for new office space.
- 9 **California Redemption Value (CRV) Pilot Partnership and Grant:** ZWS is interested in applying for the grant in partnership with the Petaluma Recycling Center (PRC) to implement a pilot project that would bring ten new CRV collection facilities to currently unserved areas in Cloverdale, Healdsburg, Sebastopol, Santa Rosa, Sonoma, and Petaluma. Staff recommends the Agency Board approves the proposed agreement between the Agency and participating jurisdictions in a container redemption pilot project throughout Sonoma County. If the proposed agreement is approved, then staff will present the grant opportunity and agreement to the Council's of participating jurisdictions.



Minutes of the January 15, 2020 Meeting

The Sonoma County Waste Management Agency met on January 15, 2020, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California.

Board Members Present:

City of Cloverdale	Marta Cruz	City of Santa Rosa	Absent
City of Cotati	Susan Harvey	City of Sebastopol	Henry Mikus
City of Healdsburg	Larry Zimmer	City of Sonoma	Madolyn Agrimonti
City of Petaluma	Patrick Carter	County of Sonoma	Susan Gorin
City of Rohnert Park	Don Schwartz	Town of Windsor	Bruce Okrepkie

Staff Present:

Executive Director: Leslie Lukacs

Counsel: Ethan Walsh

Staff: Xinci Tan, Karina Chilcott, Sloane Pagal, Thora Collard, Courtney Scott

Agency Clerk: Janel Perry

1. Call to Order Regular Meeting

Closed session was called to order at 8:00 a.m.

2. Closed Session:

PUBLIC EMPLOYMENT

Title: Executive Director

3. Adjourn Closed Session at 8:46 a.m.

Call to Order Regular Meeting

Regular meeting was called to order at 8:52 a.m.

Introductions

There were no reportable actions.

4. Agenda Approval

5. Public Comments (items not on the agenda)

P. Mitchell- against Llano Road site for new compost facility - distributed letter at meeting.

6. Election of Officers

Motion: Approval of the following officers:

County of Sonoma – Chair

Town of Windsor - Vice Chair

City of Cloverdale - Chair Pro Tempore

First: City of Cotati - Susan Harvey
Second: City of Healdsburg - Larry Zimmer

Vote Count:

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

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

Motion passed.

Consent (w/attachments)

7.1 Minutes of the November 20, 2019 Regular Meeting
7.2 November, December 2019, January, and February 2020 Outreach Calendar
7.3 Annual Review of SCWMA Rules of Governance

Board Comments:

- Item 7.3 moved to Regular Calendar

Action Items:

- Review public access for outreach activities with organizations we engage with

Public Comments:

None

John Sawyer arrived at 9:10 a.m.

Motion: For approval of all items on the consent calendar except 7.3

First: City of Cotati-Susan Harvey

Second: City of Cloverdale-Marta Cruz

Vote Count:

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

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

Motion passed.

Regular Calendar

7.3 Annual Review of SCWMA Rules of Governance

Board Comments:

- Request that agendas are provided seven days prior to meeting (when possible)

Action Items:

- Change name from SCWMA to Zero Waste Sonoma on Board packet items
- Clarify and reword Rules of Governance rule #17

Public Comments:

None

8. Potential Office Move/Approval to Enter into Lease Negotiations [Lukacs]

Board Comments:

Discussion regarding the actual need for more office space and the financial impact to the agency.

Action Items:

- Provide comps
- Review tenant improvements
- Show five year financial impact

Public Comments:

None

Summary: The Agency pays the County of Sonoma a proportional share of TPW's overhead charges to lease space. Staff is at capacity at the current office location and will be at over capacity when hiring a summer intern and/or additional staff. Staff proposed that the Board approves entering into a lease negotiation for new office space at SOMO Village in Rohnert Park. No motion was made on the item and the Board requested that staff provide information on alternative commercial lease locations, clarify tenant improvements costs, and clarify financial impacts.

9. Discussion and Possible Action on the FY 20-21 Draft Work Plan [Collard]

Board Comments:

Add a timeline to work plan/strategic plan

Public Comments:

Ken Wells - Important to continue Refuel Your Fun past grant funding and look into making retailers/producers responsible for taking back their products. Clerical change to Page 18, change 1 gallon to 1 pound. Waste characterization study-in favor of measuring and monitoring programs.

Summary: A Work Plan was presented for consideration and approval by the Board. Staff recommended that the Board provide feedback and consider approval of the FY 20-21 Work Plan as a guide for the FY 20-21 Draft Budget. The Board discussed the Work Plan and it will be included as a consent item in the February 19th Board agenda for approval.

10. Strategic Planning Session [Lukacs]

Board Comments:

One long day session is preferable to three short sessions

Action Items:

- Send out doodle poll starting late March for board member date availability
- Find a room which provides a better format for this meeting, with windows and outdoor patio and catering

Public Comments:

None

Summary: Staff proposed hiring a professional facilitator to lead three strategic planning work sessions to define the direction of the Agency and to prepare accordingly. The Board approved participating in a one-day strategic planning session in March and April.

11. North County HHW Facility Progress Report [Scott]

Board Comments:

- Where does this fall with increased housing possibility in the Airport area, will this cause future frictions with neighborhoods if residential neighborhoods mix with commercial?
- Would RFP be for just one site?

Action Items:

- Inform electives and city management in impacted jurisdictions of this project and provide outreach
- Look for additional funding sources, such as EPR
- Research if Airport Zoning Plan will impact "target zone"

John Sawyer left at 10:58 a.m.

Bruce Okrepkie left at 11:17 a.m.

Public Comments:

NONE

Summary: Over the last several years, Zero Waste Sonoma (ZWS) staff and the Board expressed concern that the northern portion of Sonoma County has less access to household hazardous waste (HHW) programs. In an effort to address these concerns, ZWS entered into an agreement with Sweetser & Associates, Inc. on August 18, 2017 to perform an expansion analysis of the HHW program which was provided to the Board on June 20, 2018. The board received a status report on siting a permanent HHW facility in Northern Sonoma County and asked the Board to provide direction to staff for next steps and approve the creation of an RFP for a Site Feasibility Study. The Board passed a motion for staff to develop a RFP for a Site Feasibility Study. The Board requested the following action items for staff: 1) Reach out to jurisdictions where a facility might, 2)

investigate EPR funding sources to pay for facility, and 3) research if the new Airport Zoning plan will impact our target area

Motion: Board directs staff to return with a draft RFP for and HHW Site Location Feasibility Study

First: City of Rohnert Park - Don Schwartz

Second: City of Petaluma - Patrick Carter

Vote Count:

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

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

Motion passed.

12. Boardmember Comments – NO ACTION
Comments were received by the Board.
13. **Executive Director Report** –NO ACTION
Executive Director will email report to Board members and post on website.
14. Staff Comments – NO ACTION
None
15. **Next SCWMA meeting:** February 19, 2020
16. **Adjourn 11:36 am**

Submitted by: Janel Perry



Agenda Item #: **6.2**
 Agenda Date: **2/19/2020**

ITEM: January-February-March 2020 Outreach Calendar

JANUARY 2020 OUTREACH EVENTS

Start date	End date (multiple day only)	Start time	End time	Event	Jurisdiction
1/3/20	1/5/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)	Santa Rosa
1/3/20	1/5/20	9:00 AM	5:00 PM	Mattress Recycling Event (Santa Rosa)	Santa Rosa
1/6/20		4:00 PM	7:00 PM	Dia de los Reyes Event	Santa Rosa
1/7/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Sebastopol)	Sebastopol
1/14/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa, E)	Santa Rosa
1/14/20		9:00 AM	11:00 AM	Graton Labor Center	Unincorporated area
1/15/20		9:30 AM	10:30 AM	Fulton Labor Center presentation	Unincorporated area
1/15/20		8:00 AM	9:30 AM	Healdsburg Labor Center presentation	Healdsburg
1/18/20	1/19/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Oakmont)	Santa Rosa
1/20/20		10:00 AM	3:00 PM	2020 MLK "A Day On Not A Day Off"	Santa Rosa
1/21/20		11:00 AM	12:00 PM	Avance Program Presentation to Parents	Sonoma
1/21/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Cloverdale)	Cloverdale
1/23/20		9:00 AM	11:00 AM	Graton Labor Center	Unincorporated area
1/23/20		11:00 AM	12:00 PM	Avance Program Presentation to Parents	Sonoma
1/28/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Sonoma)	Sonoma
1/31/20		7:00 AM	9:00 AM	State of the County	Rohnert Park
1/31/20		7:30 AM	11:30 AM	Petaluma DMV	Petaluma

FEBRUARY 2020 OUTREACH EVENTS

Start date	End date (multiple day only)	Start time	End time	Event	Jurisdiction
2/2/20		1:00 PM	4:00 PM	Health & Wellness Fair	Cloverdale
2/4/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Larkfield)	Unincorporated area
2/5/20		5:00 PM	7:00 PM	HeadsStart Program Presentation to parents at BDL/MLK Center).	Santa Rosa
2/6/20		10:00 AM	3:00 PM	Graton Resort & Casino's spectacular Wellness Fair	Rohnert Park
2/8/20		10:00 AM	4:00 PM	12th Annual Lake Sonoma Steelhead Festival (Geyserville)	Unincorporated area
2/11/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Healdsburg)	Healdsburg
2/14/20	2/17/20	12:00 PM	6:30 PM	Cloverdale Citrus Fair	Cloverdale
2/18/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Rohnert Park)	Rohnert Park
2/18/20		10:30 AM	1:00 PM	Annual Migrant Ed Parent Leadership Institute	Santa Rosa
2/20/20		9:30 AM	10:30 AM	Fulton Labor Center presentation	Unincorporated area
2/20/20		8:00 AM	9:30 AM	Healdsburg Labor Center presentation	Healdsburg
2/21/20	2/23/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Cloverdale)	Cloverdale
2/21/20	2/23/20	9:00 AM	5:00 PM	Mattress Recycling Event (Cloverdale)	Cloverdale
2/21/20	2/22/20	9:00 AM	1:00 PM	HazMobile Event (Sea Ranch)	Unincorporated area
2/25/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Oakmont)	Santa Rosa
2/25/20		10:00 PM	11:00 AM	Pasitos Program Presentation to parents (CAP) JX Wilson Elementary	Santa Rosa
2/25/20		10:00 PM	11:00 AM	Pasitos Program Presentation to parents (CAP) Amarosa Village, Room Boys & Girls	Santa Rosa
2/25/20		11:30 AM	12:30 PM	Pasitos Program Presentation to parents (CAP) Comstock Middle School	Santa Rosa
2/26/20		8:30 AM	9:30 AM	Pasitos Program Presentation to parents (CAP) Albert Biella Elem.o	Santa Rosa
2/26/20		10:00 AM	10:30 AM	Pasitos Program Presentation to parents (CAP) Cook Middle School	Santa Rosa
2/26/20		10:00 AM	10:30 AM	Pasitos Program Presentation to parents (CAP) Amarosa Academy	Santa Rosa
2/26/20		10:30 AM	11:00 AM	Pasitos Program Presentation to parents (CAP) Luther Burbank School	Santa Rosa

Start date	End date (multiple day only)	Start time	End time	Event	Jurisdiction
2/26/20		11:00 PM	12:00 PM	Pasitos Program Presentation to parents (CAP) Cook Middle School, Room 56	Santa Rosa
2/26/20		12:00 PM	1:00 PM	Pasitos Program Presentation to parents (CAP) Amarosa Academy, Room B101	Santa Rosa
2/27/20		10:00 AM	11:00 AM	Pasitos Program Presentation to parents (CAP) Binkley, Room P-4.	Santa Rosa
2/27/20		10:00 AM	12:00 PM	Pasitos Program Presentation to parents (CAP) Lewis, Room B.	Santa Rosa
2/27/20		12:00 PM	1:00 PM	Pasitos Program Presentation to parents (CAP) Healdsburg	Healdsburg
2/28/20		8:00 AM	10:00 AM	Pasitos Program Presentation to parents (CAP) Monroe Elementary	Santa Rosa
2/28/20		10:00 AM	11:00 AM	Pasitos Program Presentation to parents (CAP) Forestville School	Unincorporated area
2/28/20		10:00 AM	11:00 AM	Pasitos Program Presentation to parents (CAP) Cali Calmecca Elementary	Windsor
2/28/20		12:00 PM	1:00 PM	Pasitos Program Presentation to parents (CAP) Monroe Elementary, Room B-8.	Santa Rosa
2/28/20		12:00 PM	1:00 PM	Pasitos Program Presentation to parents (CAP) Cali Calmecaca Elementary	Windsor

MARCH 2020 OUTREACH EVENTS

Start date	End date (multiple day only)	Start time	End time	Event	Jurisdiction
3/3/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Kenwood)	Unincorporated area
3/3/20		9:30 AM	10:30 AM	Pasitos Program Presentation to parents (CAP) Cloverdale School, Room 1B.	Cloverdale
3/3/20		10:00 AM	11:00 AM	Pasitos Program Presentation to parents (CAP) Cook Middle School, Room 56.	Santa Rosa
3/4/20		10:00 AM	11:00 AM	Pasitos Program Presentation to parents (CAP) Brook Hill Elementary	Santa Rosa
3/5/20		9:30 AM	10:30 AM	Pasitos Program Presentation to parents (CAP) Miwok School	Petaluma
3/5/20		10:30 AM	11:30 AM	Pasitos Program Presentation to parents (CAP) Cook Middle School	Santa Rosa
3/6/20		9:00 AM	10:00 AM	Pasitos Program Presentation to parents (CAP) Rohnert Park	Rohnert Park
3/6/20		10:30 AM	11:30 AM	Pasitos Program Presentation to parents (CAP) Roseland Elementary	Santa Rosa

Start date	End date (multiple day only)	Start time	End time	Event	Jurisdiction
3/6/20		11:00 AM	12:00 PM	Pasitos Program Presentation to parents (CAP) Rohnert Park School	Rohnert Park
3/7/20		8:00 AM	10:00 AM	Healdsburg Labor Center Compost Workshop in Spanish	Healdsburg
3/10/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Monte Rio)	Unincorporated area
3/13/20	3/15/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Sebastopol)	Sebastopol
3/14/20		9:00 AM	5:00 PM	Mattress Recycling Event (Sebastopol)	Sebastopol
3/17/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa, W)	Santa Rosa
3/19/20		9:30 AM	10:30 AM	Fulton Labor Center presentation	Unincorporated area
3/19/20		8:00 AM	9:30 AM	Healdsburg Labor Center presentation	Healdsburg
3/21/20		9:00 AM	11:00 AM	Compost Workshop Bayer Farm (Spanish)	Santa Rosa
3/24/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Windsor)	Windsor
3/29/20		1:00 PM	4:00 PM	Cesar Chavez Day of Service Cloverdale Family Apartments	Cloverdale
3/31/20		4:00 PM	8:00 PM	Household Hazardous Waste Event (Petaluma)	Petaluma



Agenda Item #: **6.3**
Cost Center: **All**
Staff Contact: **Collard**
Agenda Date: **2/19/2020**
Approved By: **LL**

ITEM: Annual Review of Zero Waste Sonoma Rules of Governance

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

II. BACKGROUND

The Rules of Governance are to be reviewed by Zero Waste Sonoma Board of Directors on an annual basis for applicability. The Rules were last revised at the January 17, 2018 SCWMA meeting.

III. DISCUSSION

At the January 15, 2020 meeting, the board directed staff to update the Rules of Governance to reflect our new name and simplify the language for Rule 17.

IV. FUNDING IMPACT

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

V. ATTACHMENTS

Rules of Governance

**RULES OF GOVERNANCE
OF THE
ZERO WASTE SONOMA ("AGENCY")**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Agenda Item #: **6.4**
Cost Center: **All**
Staff Contact: **Collard**
Agenda Date: **2/19/2020**
Approved by: **LL**

ITEM: **Approval of FY 2019-20 Second Quarter Financial Report**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2019-20 Second Quarter Financial Report on the Consent Calendar.

II. BACKGROUND

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, this report covers the Second Quarter of FY 19-20 (October 1, 2019 – December 31, 2019).

The FY 2019-20 Second Quarter Financial Report contains the actual amounts spent or received to date at the end of the quarter.

III. DISCUSSION

Only four months of revenue have been received as of FY 2019/20 Second Quarter. With regard to expenditures, all accounts are currently projected to stay within budget limits. Legal fees are expected to exceed budgeted amounts due to the ongoing compost facility negotiations, drafting of the jurisdiction agreements for the polystyrene ban, and additional support during the onboarding process with our new executive director. Memberships have exceeded budgeted amount due to the purchase of the Recylist, software platform to manage AB 341, AB 1826, and SB 1383.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2019-20 Second Quarter Financial Report on the Consent Calendar.

V. ATTACHMENTS

FY 2019-20 Second Quarter Financial Report

66110400 SCWMA - HHW

Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	161,189.00	161,189.00	0.00	161,189.00	100.00%
42601	County of Sonoma	1,646,434.00	1,646,434.00	577,357.96	1,069,076.04	64.93%
44002	Interest on Pooled Cash	5,065.00	5,065.00	8,569.31	(3,504.31)	-69.19%
44050	Unrealized Gains and Losses	0.00	0.00	(15,392.71)	15,392.71	0.00%
46029	Donations/Contributions	213,698.00	213,698.00	59,789.95	153,908.05	72.02%
All Revenues		2,026,386.00	2,026,386.00	630,324.51	1,396,061.49	68.89%
All Expense/Expenditure Accts						
51041	Insurance - Liability	7,440.00	7,440.00	6,931.18	508.82	6.84%
51071	Maintenance - Bldg & Improve	0.00	15,000.00	0.00	15,000.00	100.00%
51201	Administration Services	412,856.00	412,856.00	59,845.74	353,010.26	85.50%
51205	Advertising/Marketing Svc	12,000.00	12,000.00	2,224.90	9,775.10	81.46%
51206	Accounting/Auditing Services	7,500.00	7,500.00	0.00	7,500.00	100.00%
51207	Client Accounting Services	9,951.00	9,951.00	0.00	9,951.00	100.00%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	118.50	4,881.50	97.63%
51214	Agency Extra/Temp Help	0.00	20,000.00	4,247.13	15,752.87	78.76%
51225	Training Services	800.00	800.00	0.00	800.00	100.00%
51229	Hazardous Waste Disposal Svc	0.00	18,000.00	4,756.77	13,243.23	73.57%
51249	Other Professional Services	151,189.00	151,189.00	35,823.37	115,365.63	76.31%
51421	Rents and Leases - Bldg/Land	12,000.00	12,000.00	3,220.00	8,780.00	73.17%
51507	Special Departmental Expense	0.00	115,000.00	12,134.58	102,865.42	89.45%
51801	Other Services	0.00	0.00	990.00	(990.00)	0.00%
51803	Other Contract Services	1,342,960.00	1,155,500.00	337,772.79	817,727.21	70.77%
51901	Telecommunication Data Lines	2,000.00	2,000.00	0.00	2,000.00	100.00%
51902	Telecommunication Usage	200.00	200.00	64.54	135.46	67.73%
51904	ISD - Baseline Services	5,894.00	5,894.00	1,802.64	4,091.36	69.42%
51909	Telecommunication Wireless Svc	0.00	0.00	243.01	(243.01)	0.00%
51911	Mail Services	100.00	100.00	1.50	98.50	98.50%
51916	County Services Chgs	43,586.00	43,586.00	11,723.00	31,863.00	73.10%
51922	County Car Expense	930.00	930.00	0.00	930.00	100.00%
52091	Memberships/Certifications	10,610.00	10,610.00	10,375.00	235.00	2.21%
52111	Office Supplies	3,000.00	7,960.00	99.51	7,860.49	98.75%
52162	Special Department Expense	0.00	10,000.00	3,692.06	6,307.94	63.08%
52163	Professional Development	1,860.00	1,860.00	2,145.76	(285.76)	-15.36%
52191	Utilities Expense	0.00	4,500.00	1,044.39	3,455.61	76.79%
All Expense/Expenditure Accts		2,029,876.00	2,029,876.00	499,256.37	1,530,619.63	75.40%
All Expense/Expenditure Accts						
All Expense/Expenditure Accts		2,029,876.00	2,029,876.00	499,256.37	1,530,619.63	
All Revenues		2,026,386.00	2,026,386.00	630,324.51	1,396,061.49	
Net Cost		3,490.00	3,490.00	(131,068.14)	134,558.14	

66111000 Education & Outreach

Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	142,000.00	142,000.00	0.00	142,000.00	100.00%
42601	County of Sonoma	548,811.00	548,811.00	192,452.65	356,358.35	64.93%
44002	Interest on Pooled Cash	2,256.00	2,256.00	0.00	2,256.00	100.00%
44050	Unrealized Gains and Losses	0.00	0.00	(5,681.98)	5,681.98	0.00%
46029	Donations/Contributions	48,233.00	48,233.00	18,284.33	29,948.67	62.09%
All Revenues		741,300.00	741,300.00	205,055.00	536,245.00	72.34%
All Expense/Expenditure Accts						
51041	Insurance - Liability	3,000.00	3,000.00	2,794.84	205.16	6.84%
51201	Administration Services	452,062.00	452,062.00	253,237.24	198,824.76	43.98%
51205	Advertising/Marketing Svc	0.00	0.00	750.00	(750.00)	0.00%
51206	Accounting/Auditing Services	4,000.00	4,000.00	0.00	4,000.00	100.00%
51207	Client Accounting Services	4,013.00	4,013.00	0.00	4,013.00	100.00%
51212	Outside Counsel - Legal Advice	15,000.00	15,000.00	8,768.11	6,231.89	41.55%
51214	Agency Extra/Temp Help	0.00	1,000.00	0.00	1,000.00	100.00%
51241	Outside Printing and Binding	10,000.00	10,000.00	0.00	10,000.00	100.00%
51249	Other Professional Services	67,026.00	67,026.00	19,569.85	47,456.15	70.80%
51401	Rents and Leases - Equipment	3,000.00	3,000.00	0.00	3,000.00	100.00%
51421	Rents and Leases - Bldg/Land	8,550.00	8,550.00	3,425.00	5,125.00	59.94%
51801	Other Services	0.00	13,900.00	1,000.00	12,900.00	92.81%
51803	Other Contract Services	82,780.00	65,220.00	21,800.68	43,419.32	66.57%
51901	Telecommunication Data Lines	2,568.00	2,568.00	1,141.28	1,426.72	55.56%
51902	Telecommunication Usage	960.00	960.00	389.93	570.07	59.38%
51904	ISD - Baseline Services	7,389.00	7,389.00	6,297.72	1,091.28	14.77%
51905	ISD - Improvement Projects	0.00	0.00	1,194.04	(1,194.04)	0.00%
51906	ISD - Supplemental Projects	1,000.00	1,000.00	0.00	1,000.00	100.00%
51909	Telecommunication Wireless Svc	2,046.00	2,046.00	1,508.36	537.64	26.28%
51911	Mail Services	500.00	500.00	103.76	396.24	79.25%
51916	County Services Chgs	17,575.00	17,575.00	4,727.00	12,848.00	73.10%
51922	County Car Expense	375.00	375.00	506.79	(131.79)	-35.14%
51923	Unclaimable county car exp	0.00	0.00	20.19	(20.19)	0.00%
52091	Memberships/Certifications	5,850.00	5,850.00	14,008.00	(8,158.00)	-139.45%
52111	Office Supplies	27,170.00	29,830.00	6,313.64	23,516.36	78.83%
52163	Professional Development	26,250.00	26,250.00	10,751.32	15,498.68	59.04%
All Expense/Expenditure Accts		741,114.00	741,114.00	358,307.75	382,806.25	51.65%
All Expense/Expenditure Accts						
All Expense/Expenditure Accts		741,114.00	741,114.00	358,307.75	382,806.25	
All Revenues		741,300.00	741,300.00	205,055.00	536,245.00	
Net Cost		(186.00)	(186.00)	153,252.75	(153,438.75)	

66111100 Organics

Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
42601	County of Sonoma	5,591,300.00	5,591,300.00	1,482,984.10	4,108,315.90	73.48%
44002	Interest on Pooled Cash	5,065.00	5,065.00	0.00	5,065.00	100.00%
44050	Unrealized Gains and Losses	0.00	0.00	(2,725.91)	2,725.91	0.00%
46200	PY Revenue - Miscellaneous	0.00	0.00	(0.01)	0.01	0.00%
All Revenues		5,596,365.00	5,596,365.00	1,480,258.18	4,116,106.82	73.55%
All Expense/Expenditure Accts						
51041	Insurance - Liability	1,560.00	1,560.00	1,453.31	106.69	6.84%
51201	Administration Services	153,891.00	153,891.00	50,179.74	103,711.26	67.39%
51206	Accounting/Auditing Services	6,500.00	6,500.00	0.00	6,500.00	100.00%
51207	Client Accounting Services	2,087.00	2,087.00	0.00	2,087.00	100.00%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	0.00	5,000.00	100.00%
51249	Other Professional Services	42,380.00	42,380.00	895.99	41,484.01	97.89%
51803	Other Contract Services	5,350,294.00	5,349,254.00	2,578,863.99	2,770,390.01	51.79%
51901	Telecommunication Data Lines	1,467.00	1,467.00	611.40	855.60	58.32%
51904	ISD - Baseline Services	9,587.00	9,587.00	4,366.62	5,220.38	54.45%
51909	Telecommunication Wireless Svc	584.00	584.00	243.45	340.55	58.31%
51911	Mail Services	250.00	250.00	0.00	250.00	100.00%
51916	County Services Chgs	9,139.00	9,139.00	2,458.35	6,680.65	73.10%
51922	County Car Expense	195.00	195.00	0.00	195.00	100.00%
52091	Memberships/Certifications	150.00	150.00	8,405.00	(8,255.00)	-5503.33%
52111	Office Supplies	12,000.00	13,040.00	139.79	12,900.21	98.93%
52163	Professional Development	3,890.00	3,890.00	870.00	3,020.00	77.63%
All Expense/Expenditure Accts		5,598,974.00	5,598,974.00	2,648,487.64	2,950,486.36	52.70%
All Expense/Expenditure Accts		5,598,974.00	5,598,974.00	2,648,487.64	2,950,486.36	
All Revenues		5,596,365.00	5,596,365.00	1,480,258.18	4,116,106.82	
Net Cost		2,609.00	2,609.00	1,168,229.46	(1,165,620.46)	

66111200 Unfunded Pension Liability Rsv

Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	0.00	0.00	3,634.99	(3,634.99)	0.00%
44050	Unrealized Gains and Losses	0.00	0.00	(5,450.81)	5,450.81	0.00%
All Revenues		0.00	0.00	(1,815.82)	1,815.82	0.00%
All Expense/Expenditure Accts						
All Revenues		0.00	0.00	(1,815.82)	1,815.82	
Net Cost		0.00	0.00	1,815.82	(1,815.82)	

66110900 SCWMA - Contingency Fund

Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	9,691.00	9,691.00	10,690.31	(999.31)	-10.31%
44050	Unrealized Gains and Losses	0.00	0.00	(16,052.23)	16,052.23	0.00%
All Revenues		9,691.00	9,691.00	(5,361.92)	15,052.92	155.33%
All Expense/Expenditure Accts						
51201	Administration Services	31,091.00	31,091.00	1,120.66	29,970.34	96.40%
51206	Accounting/Auditing Services	1,500.00	1,500.00	0.00	1,500.00	100.00%
51212	Outside Counsel - Legal Advice	2,000.00	2,000.00	0.00	2,000.00	100.00%
51249	Other Professional Services	20,000.00	20,000.00	3,722.75	16,277.25	81.39%
51803	Other Contract Services	25,000.00	25,000.00	0.00	25,000.00	100.00%
52111	Office Supplies	1,000.00	1,000.00	0.00	1,000.00	100.00%
52162	Special Department Expense	275,000.00	275,000.00	0.00	275,000.00	100.00%
All Expense/Expenditure Accts		355,591.00	355,591.00	4,843.41	350,747.59	98.64%
All Expense/Expenditure Accts		355,591.00	355,591.00	4,843.41	350,747.59	
All Revenues		9,691.00	9,691.00	(5,361.92)	15,052.92	
Net Cost		345,900.00	345,900.00	10,205.33	335,694.67	

66110300 SCWMA - Organics Reserve

Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	13,984.00	13,984.00	19,549.66	(5,565.66)	-39.80%
44050	Unrealized Gains and Losses	0.00	0.00	(19,028.00)	19,028.00	0.00%
All Revenues		13,984.00	13,984.00	521.66	13,462.34	96.27%
All Expense/Expenditure Accts						
51201	Administration Services	56,413.00	56,413.00	6,064.90	50,348.10	89.25%
51206	Accounting/Auditing Services	2,500.00	2,500.00	0.00	2,500.00	100.00%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	13,551.56	(8,551.56)	-171.03%
51803	Other Contract Services	50,000.00	50,000.00	0.00	50,000.00	100.00%
52111	Office Supplies	1,000.00	1,000.00	55.13	944.87	94.49%
52163	Professional Development	0.00	0.00	365.24	(365.24)	0.00%
All Expense/Expenditure Accts		114,913.00	114,913.00	20,036.83	94,876.17	82.56%
All Expense/Expenditure Accts		114,913.00	114,913.00	20,036.83	94,876.17	
All Revenues		13,984.00	13,984.00	521.66	13,462.34	
Net Cost		100,929.00	100,929.00	19,515.17	81,413.83	

2nd Quarter Fund Balances FY 19/20

Fund		Beginning Balance	12/31/2019	Projected Fund Balance	Fund Balance Goal
Organics Reserve	78103	2,307,431	2,287,915	2,695,935	-
HHW	78104	1,339,237	1,495,446	1,009,529	304,481
Contingency Reserve	78109	1,932,451	1,922,246	1,592,275	852,278
Education & Outreach	78110	544,751	389,703	451,417	74,111
Organics	78111	1,319,327	127,753	1,068,432	839,846



Agenda Item #: 6.5
Cost Center: All
Staff Contact: Collard
Agenda Date: 2/19/2020
Approved By: LL

ITEM: Approval of the Fiscal Year 2020-21 Zero Waste Sonoma Draft Work Plan

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the FY 20-21 Draft Work Plan on consent.

II. BACKGROUND

Since FY 06-07, a Work Plan has been prepared for consideration and approval by the Board in order to have a detailed planning document that compliments the budget planning process. The Work Plan contains a description of ZWS's projects, contractor costs, and staff costs and, once approved, guides the preparation of ZWS's annual draft budget.

III. DISCUSSION

At the January 15, 2020 Board Meeting staff presented the draft work plan. The board provided comments and directions of the work plan for use in development of the draft budget. At the end of the discussion no formal motion was made to approve the Draft Work Plan. Staff recommends officially approving the Draft Work Plan on Consent.

IV. FUNDING IMPACT

There is no direct funding impact of the FY 20-21 Work Plan. This document is informational and used for planning purposes and to complement the forthcoming FY 20-21 Draft Budget.

V. ATTACHMENTS

FY 20-21 Draft Work Plan

20-21 Work Plan						
Organics (Wood Waste and Yard Debris)						
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
1.1	Municipal Composting Program	Manages contracts for composting outhaul and compost sites, and reconciles and processes monthly invoices for payment.	\$ 5,724,760	\$ 6,532	MANDATED Major diversion program in the Joint Powers Agreement and Section 4.5.2 of the ColWMP.	Monthly
1.2	Christmas Tree Recycling	Provides education to the public about Christmas tree recycling options. • Coordinates with local non-profit organizations to provide convenient Christmas tree composting • Coordinates drop-off sites with haulers Updates information on Agency's website and establish/record seasonal voice message system on 565-3333 and on the Eco-Desk 565-3375.	\$ -	\$ 1,639	ColWMP/Section 4.7.2.10 Diversion program that adds organic feedstock	November, December, and January, Annually
1.3	Home Composting Education & Outreach	Promote home composting and vermicomposting. Contract expires 2020	\$ 17,380	\$ 13,421	ColWMP/Section 4.3.1.2 Reduce organics being landfilled and compost program costs	UCCE agreement expires June 30, 2020 (two annual extensions in contract)
1.4	State Laws Mandating Organics Diversion	Provide support for CalRecycle's Mandatory Commercial Organics Recycling program which will focus on outreach and education, monitoring and reporting. Activities include: • Coordinate new business outreach • Conduct business site visits & follow-up • Conduct multifamily outreach • Conduct school outreach Maintain/update tracking database *Distribute letters, enforcement letters & outreach communications *Develop new outreach materials	\$ 10,000	\$ 58,850	MANDATED - Required by State Legislation, AB 1826, SB 1383	Ongoing
1.5	Conferences	Biocycle/Compost 2020 Conference		\$ 7,926	Board Directed	Ongoing
1.6	Grant - (Food Recovery, etc.)	Grant application, implementation	\$ 250,000	\$ 14,633	MANDATED - Required by State Legislation, SB 1383	
	Total	FY 20-21	\$ 5,752,140	\$ 103,001		
	Prior Year	FY 19-20	\$ 4,786,280	\$ 98,074		

Reserves (Restricted by Board Policy)						
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
2.1	Securing Organics Capacity	Continue process for implementation agreements and legal counsel	\$ 50,000	\$ 60,908	CoIWMP/Section 4.5.3	
2.2	Zero Waste Sonoma Business Recognition Program	Pilot Program for Highlighting forward thinking businesses in the area. Create Window Cling/Award Criteria	\$ -	\$ 11,049	CoIWMP/Section 4.5.3	Summer - Fall 2020
2.3	New Model Ordinance Research	Potential model ordinance topics include: (1) Develop model ordinance for Construction and Demolition (2) Large Events and Venue recycling plan requirements. Report to the Board on ordinance feasibility and propose next steps.	\$ -	\$ 14,102	Board Directed	
2.4	Intern Program	Create a summer internship position. Intern will assist with outreach to businesses for reusable serveware, office assistance, Eco-Desk	\$ 20,000	\$ 6,159	Proposed	Summer - Fall 2020
2.5	North County HHW facility	Continue to explore the feasibility of adding a permanent HHW Facility in the North County. Potentially write or seek help for drafting an RFP. Potentially hire contractor for conceptual design and feasibility.	\$ 200,000	\$ 22,378	Board Directed	
2.6	CoIWMP	Countywide Integrated Waste Management Plan required to be update every five years. Much of the review is performed by the LTF members, staff will have a supporting administrative role.	\$ -	\$ 20,131	Mandated AB939	Ongoing
2.7	Waste Characterization Study	Determine what material types are destined for landfill disposal to evaluate the effectiveness of Agency and other countywide diversion programs, and to provide a focus for future waste reduction, reuse, and other diversion programs.	\$ 150,000	\$ 18,550	Proposed to Establish SB1383 baseline	
2.8	Emergency Collection Events	Establish emergency household hazardous waste collection events if needed during countywide emergencies.	\$ 15,000	\$ 1,174		
	Total	FY 20-21	\$ 420,000	\$ 154,450		
	Prior Year	FY 19-20	\$ 270,000	\$ 86,940		

Household Hazardous Waste						
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
3.1	HHW Collection Program	Manage contract for collection of household hazardous waste from residents and CESQG (businesses) at the Household Hazardous Waste Facility (HHWF), HHW Collection Events, and HHW Rover. Provide education resources for the program as needed and coordinate with local organizations. Draft number due to contract negotiations in process currently. Added an extra \$10,000 for Parks propane disposal if grant funds run out.	\$ 1,160,000	\$ 69,059	MANDATED - JPA Comply with regulations, contract administration/oversight (Section 5.3 of the ColWMP)	Contract expires June 30, 2022
3.2	E-waste Collection and Internal Transport at Disposal Site	Transport and properly dispose of electronic wastes collected at all of the County-owned disposal sites.	\$ 50,000	\$ 2,996	MANDATED - JPA Required by regulation, contract administration/oversight (Section 5.4.1.8 of the ColWMP).	Contract expires December 31, 2021
3.3	E-waste Sorting and Recycling	Sorting of all electronic wastes collected at all of the County-owned disposal sites and recycling.	\$ 65,000	\$ 9,460	MANDATED - JPA Required by regulation, contract administration/oversight (Section 5.4.1.8 of the ColWMP).	Contract Expires June 30, 2021
3.4	Oil & Filter Recycling (Grant funded)	This program includes a wide variety of efforts from reporting and auditing to collection and education. Funding is provided through the California Department of Resources Recycling and Recovery's (CalRecycle) Oil Payment Program (OPP). Actual projects vary year to year depending on State funding levels. For specific projects, Used Oil Competitive Grants may be applied for.	\$ 146,750	\$ 17,344	Board Directed	Consultant Contract Expires June 30, 2020
3.5	Reporting	The State requires reporting and quantification of HHW collection efforts annually. Reports include Annual E-Waste Report, Net Cost Report, Stormwater Report, HHW portion of the Electronic Annual Report, and the 303 Report.	\$ -	\$ 16,944	MANDATED Required by regulation.	Jan, Feb, July, Sept, and October Due Dates

Household Hazardous Waste (cont.)						
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
3.6	Product Stewardship Education, Outreach, policy and legislation	<ul style="list-style-type: none"> • Participate in statewide and national Extended Producer Responsibility efforts. • Develop and incorporate information for local take-back opportunities into Agency promotional materials (e.g., Recycling Guide, fliers and online) • Community outreach at events. • Development and planning for Extended Producer Responsibility ordinances as approved by Agency Board. • Examines recent and pending legislation relevant to current and projected Agency projects. 	\$ -	\$ 3,777	BOARD DIRECTED EPR Implementation Plan (CoIWMP/Section 4.3.3.3)	Ongoing
3.7	E-waste Recycling Events	<p>This program accepts electronics that are defined as hazardous waste. This program is subsidized by the State through the Electronics Recycling Act of 2003. State subsidy is based on pounds received for recycling. A contractor conducts electronic recycling events under contract with the Agency. Agency pays for site fees and advertising.</p> <ul style="list-style-type: none"> • Provide supports for coordination of e-waste event • Perform graphic design and placement of advertising (e.g., utility bill inserts, fliers, radio, newspaper ads, on-line, etc.) • Administer the contract 	\$ 13,000	\$ 14,447	CoIWMP/Section 5.4.1.8 Provide recycling information to all County residents	Ongoing – Monthly Contract expires June 30, 2020.
3.8	HazMobile - Mendocino County	Sonoma County residents living in the north/west part of the County can dispose of hazardous waste close to their homes. Agency staff produces educational materials to help publicize disposal opportunities. Agency reimburses Mendocino County for disposal.	\$ 18,000	\$ 1,129	MANDATED - JPA	Five events per year
3.9	HHW Grants	CalRecycle offers grants to expand and improve Household Hazardous Waste programs. Projects may include construction of Household Hazardous Waste facilities. If the timing is aligns with where the SCWMA is in the process of siting a new facility, staff will apply for this grant.	\$ -	\$ 775	Staff recommended	

Household Hazardous Waste (cont.)						
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
3.10	HHW Alternative Product Intern	Create a summer internship position. Intern will research alternative products available to replace existing products classified as household hazardous waste. Intern will create materials for education handouts and our website	\$ 10,000	\$ 2,680	Proposed	
3.11	Refuel Your Fun	Promote the use and sale of refillable one-pound propane cylinders. program projects include: <ul style="list-style-type: none"> • Manage retail locations to sell and refill refillable cylinders • manage permanent disposable cylinder collection containers • Education/advertisement of refillable cylinders 	\$ 10,000	\$ 1,261	Proposed	
3.12	HHWF Maintenance	Ongoing building maintenance and upgrades		\$ 315		
3.13	Conferences	NAHMA Conference		\$ 1,261	Board Directed	
	Total	FY 20-21	\$ 1,472,750	\$ 141,449		
	Prior Year	FY 19-20	\$ 1,489,189	\$ 137,553		

Education						
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
4.1	Recycling Guide English/Spanish versions	<p>The annual Recycling Guide (English and Spanish versions) is a comprehensive resource for recycling, reuse and hazardous waste disposal options in Sonoma County. Research and design all pages.</p> <ul style="list-style-type: none"> • Coordinate consultants as needed for illustrations and cover artwork. • Review of publication among stakeholders (e.g., garbage companies, CalRecycle staff, etc.). • Prepare publication for on-line viewing. • Arrange for printing and distribution of extra Guides (approx. 28,000 English and 11,000 Spanish copies). 	\$ 4,000	\$ 45,706	<p>MANDATED -JPA Provide recycling information to all County residents and businesses (Section 4.7.2.1 of the ColWMP)</p> <p>BOARD DIRECTED (Spanish Guide)</p>	
4.2	Eco-Desk phone number 565-3375 (English and Spanish)	<p>Telephone and email response to questions from the public on recycling, disposal and hazardous waste.</p> <ul style="list-style-type: none"> • Listen to messages daily, logs call into the Access database and returns phone calls/emails within one business day. • Research topics to help foster more opportunities as needed. Information gets recorded in the Access Eco-Desk database. • Prepare annual reports summarizing activity on the English and Spanish Eco-Desk. • Coordinate with Spanish language contractor as needed. 	\$ -	\$ 57,156	<p>MANDATED - JPA Provide recycling information by phone to all County residents and businesses (Section 4.7.2.2 of the ColWMP)</p>	Daily
4.3	Spanish Language Outreach	<p>A contractor provides outreach to Spanish speaking residents about recycling issues employing community based social marketing strategies including call-in radio, Eco-Desk telephone, events, labor center talks, etc.</p> <ul style="list-style-type: none"> • Manage the contract for services <p>Provide support for educational materials as needed.</p>	\$ 30,000	\$ 3,325	<p>MANDATED - JPA Provide recycling information in Spanish (Section 4.7.3.4 of the ColWMP).</p>	Consultant contract expires June 30, 2020
4.4	Grants	Applying for educational/outreach grants as they become available.	\$ -	\$ 7,223	<p>MANDATED - JPA Leverage limited Agency resources (Section 4.9.3.2 of the ColWMP)</p>	As available

Education (cont.)						
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
4.5	Web site www.zerowaste sonoma.gov	<p>Zerowastesonoma.gov is the web site including topics for Agency, HHW, reduce, recycling, business, multifamily, schools, disposal, compost, resources. We have requested resources to make any further improvements, on-going maintenance, plug-in updates and bug fixes. The web site is ADA section 508 compliant</p> <ul style="list-style-type: none"> • Update web site content. • Makes online .pdfs ADA compliant • Prepares annual reports on web site activity. 	\$ 8,000	\$ 77,455	MANDATED - JPA Communicate recycling information using the web (Section 4.7.2.3 of the CoIWMP)	Ongoing
4.6	Outreach Partnerships	The Agency provides staff support to the groups engaged in complementary environmental educations (e.g., Climate Action Groups, Carbon Sequestration Coalition, Recology, Credo High School, Sonoma Green Business Program, Republic Services, Russian River Water Association, Sonoma County Water Agency, GoLocal, BayROC (Bay Area Outreach Coordinators), Goodwill Industries Redwood Empire, Mattress Recycling Council, etc.	\$ -	\$ 14,665	Board Directed	Ongoing
4.7	Fairs	<p>Each year the Agency picks a new outreach theme that responds to current topics. This year's theme for 2020 will focus on climate action, carbon sequestration, and zero waste.</p> <ul style="list-style-type: none"> • Graphic design and production for outreach materials and promotional giveaways (e.g., backdrop, floor, information panels, brochure holders, etc.) • Coordinates staffing for events • Coordinates fair set up and tear down • Refurbish display materials 	\$ -	\$ 23,456	MANDATED - JPA (Section 4.7.2.9 of the CoIWMP)	Summer and Fall
4.8	Social Media On-line Marketing Outreach	Manage on-line marketing options for Agency topic using services such as Twitter, Facebook, and Instagram	\$ -	\$ 8,898	BOARD DIRECTED	Ongoing
4.9	Beverage Container Recycling (Grant funded)	Administer grant funds from the City County Payment Program to increase beverage container recycling.	\$ 132,792	\$ 17,208	BOARD DIRECTED	Ongoing

Education (cont.)						
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
4.10	AB 939 Reporting Requirements	Annual Report writing consists of: <ul style="list-style-type: none"> • Collect and enter data from: the haulers, transfer stations, Central Landfill, out-of-county landfills, large venues/events, HHW program • Update text description of programs. Submit report to California Department of Resources Recycling and Recovery (CalRecycle)	\$ -	\$ 13,149	MANDATED – AB 939, AB 341, AB 2176 Compliance with State regulations (Section 4.7.2.12 of the CoIWMP)	2019 Annual Report due August 2020
4.11	Cal Recycle Beverage Container Recycling Pilot Program Grant	Application and implementation of CRV Grant - 2 year program. Collaborative grant to establish a mobile CRV collection mobile in the underserved jurisdictions (\$500,000 per year)	\$ 500,000	\$ 27,082	Proposed	Fall 2020
4.12	RMDZ	Recycling Market Development Zone Administrator for Sonoma, Mendocino, and Lake counties	\$ -	\$ 10,091		Ongoing
4.13	Ordinance Education/ Enforcement	Provide education to jurisdictions for new ordinances and assist with enforcement	\$ -	\$ 25,266		
4.14	Conferences	Staff attendance and participation at conferences		\$ 17,443		
	Total	FY 20-21	\$ 674,792	\$ 348,123		
	Prior Year	FY 19-20	\$ 130,000	\$ 344,721		

General Administration						
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
5.1	Agency Meetings	<ul style="list-style-type: none"> • Prepare agendas/packets • Attend meetings • Research and document development • Prepare and file minutes, resolutions agreements 	\$ -	\$ 163,561	MANDATED-JPA	Ongoing
5.2	Program Management	<ul style="list-style-type: none"> • General Administration of Agency programs • Attend meetings, conferences and trainings • Planning • New program development 	\$ -	\$ 71,763	MANDATED-JPA	Ongoing
5.3	SCWMA Fin. Mgmt.	<ul style="list-style-type: none"> • Approve invoices/journal vouchers • Prepare financial statements to Board • Prepare budget and facilitate approvals • Respond to audits (internal and external) 		\$ 178,020	MANDATED-JPA	Ongoing
	Total	FY 20-21	\$ -	\$ 413,344		
	Prior Year	FY 19-20	\$ 1,200	\$ 429,365		
External Projects						
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
A	AB 939 Local Task Force (LTF-Edu.)	Provide staff support and administrative functions, as needed, to the AB 939 Local Task Force.	\$ -	\$ 21,930	Agency staff has historically provided this service.	Ongoing
B	Annual Stormwater Reporting and Meetings	Provide information annually to be included in the County's National Pollution Discharge Elimination System (NPDES) Phase I and Phase II annual reports for small Municipal Separate Storm Sewer Systems (MS4).	\$ -	\$ 2,444	Agency staff has historically provided this service, as Agency efforts contribute to prevention of storm water pollution in Sonoma County.	Ongoing
C	All Programs	Emergency Response Support to TPW	\$ -	\$ 3,153		
	Total	FY 20-21	\$ -	\$ 27,527		
	Prior Year	FY 19-20	\$ -	\$ 14,851		
	Grand total	FY 20-21	\$ 8,319,682	\$ 1,187,895		
	Prior Year	FY 19-20	\$ 6,676,669	\$ 1,111,505		



Agenda Item #: 7
Cost Center: HHW
Staff Contact: Scott
Agenda Date: 2/19/2020
Approved By: LL

ITEM: Possible Action on the RFP for a Feasibility Study of Property to Become a Household Hazardous Waste Facility

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the Request for Proposal (RFP) for a Feasibility Study of Property to become a Household Hazardous Waste (HHW) Facility and direct Staff to distribute the RFP.

II. BACKGROUND

At the January 15, 2020 Board Meeting, the Board heard a status update on the search for a new north county HHW facility. At that meeting, the Board directed staff to proceed with the creation of an RFP that will allow for a feasibility study of a property once the Agency and the Board identify a property. A property has not yet been chosen.

III. DISCUSSION

The purpose of the feasibility study is to determine the existing condition of the site and the requirements for the property to become an HHW facility.

Staff wishes to enter into an agreement for a feasibility study as soon as possible to allow for a faster property purchasing process. Once the Board decides to make an offer on a property, the Agency can make the offer contingent upon a successful feasibility study. The proposed contract would have a term of three years and would allow the Executive Director to provide a Notice to Proceed, allowing the contractor to start the study shortly after the Agency makes an offer.

The scope of services requested by this RFP include project scoping, property research, photo documentation, code analysis, permitting and approval analysis, a topographic survey, a Phase 1 Environmental Assessment, site drawings, improvement option analysis, and a final feasibility study report that includes a conceptual cost estimate.

The evaluation criteria is based on a total possible score of one hundred. Thirty points are designated for qualifications and experience as it relates to HHW projects, thirty points are designated for cost, twenty points are designated for experience and familiarity with federal, state, and local regulations and codes, and a final twenty points are designated to a detailed description of services offered for each task.

IV. FUNDING IMPACT

There is no cost to the Agency for releasing the RFP. The Agency has sufficient funds in contingency to cover the cost of a feasibility study.

V. ATTACHMENTS

1. RFP for HHW Feasibility Study 2020
2. Exhibit A – Feasibility RFP Scope of Services and Evaluation Criteria 2020
3. Exhibit B – Feasibility RFP Agreement 2020
4. Exhibit C – Feasibility RFP Authorization and Acknowledgement Form 2020



REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR A FEASIBILITY STUDY OF PROPERTY TO BECOME A HOUSEHOLD HAZARDOUS WASTE FACILITY FOR ZERO WASTE SONOMA

Proposals due 3:00 p.m. on March 13, 2020

Submit proposal to:
Courtney Scott, HHW Program Manager
Zero Waste Sonoma
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

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- Exhibit A: Scope of Services and Evaluation Criteria
Exhibit B: Form of Agreement
Exhibit C: Proposal Authorization and Acknowledgement Form

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

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

HHW: Household Hazardous Waste

RFP: Request for Proposals

1.2 Overview of Requested Services

The AGENCY is seeking professional assistance to assess the feasibility of a potential site for a new permanent HHW facility. The site is not identified yet and may be bare land for a new-build or an existing building for retrofit. **The PROPOSER should address both property options (bare land and existing structure) in their response.** The AGENCY wishes to enter into an agreement prior to selecting a preferred property to allow for a faster purchasing process contingent upon a successful feasibility study.

The feasibility study shall include, at a minimum, property analysis, a topographic survey, existing conditions analysis and drawings, permitting analysis, improvement options, code analysis, civil engineering services, a construction cost estimate, and a Phase 1 Environmental Assessment. The proposal shall include all time and materials required to complete the feasibility study.

Exhibit A details the Scope of Services requested by the Agency for this RFP.

All data and information furnished by the AGENCY or referred to in this RFP are furnished for the PROPOSER's convenience. The AGENCY does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. PROPOSERS shall satisfy themselves as to the accuracy or interpretation of all such information or data.

1.3 Existing Conditions

The AGENCY's household hazardous waste program has been providing opportunities for residents and small businesses to dispose of their wastes since 1993. The current program consists of one permanent HHW facility located at the Sonoma County Central Disposal Site, HHW Collection Events held weekly throughout the County, and an appointment based door-to-door collection program called the HHW Rover.

The AGENCY is searching for property to build a new HHW facility that would be more accessible to northern Sonoma County residents as well as the larger population of Santa Rosa. The new facility may be larger than the existing facility and may become the primary HHW location in Sonoma County.

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

Courtney Scott, HHW Program Manager
Zero Waste Sonoma
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
e-mail: Courtney.Scott@sonoma-county.org

Questions must be submitted no later than 3:00 p.m. on **March 4, 2020**; no response will be made to questions submitted after this date. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their e-mail address by **March 4, 2020** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving an RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

2.2 AGENCY Contact for Information

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

2.3 Appeals Process

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

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

The AGENCY will review the Statement of Dispute, and may elect to hold an administrative hearing thereon, the format of which shall be determined at the AGENCY's discretion, and may request PROPOSER to produce such further evidence as AGENCY deems material to a decision on the issue, after which time AGENCY will issue a determination which shall be final. The procedure and time limits set forth in this paragraph are mandatory and are the PROPOSER's sole and exclusive remedy in the event of protest and failure to comply with these procedures shall constitute a

waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings. Failure to strictly follow this procedure shall waive any further rights to dispute the AGENCY's decisions and determinations made during the RFP process.

2.4 Confidentiality

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

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

3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

3.1 Submittal Rules

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

1. All proposals shall be submitted via e-mail and be in accordance with the requirements of this Request for Proposals. No facsimile or hard-copies of the proposals will be accepted.
2. The proposal shall be submitted to the AGENCY no later than **3:00 p.m. on March 13, 2020**. The e-mail subject line must clearly state **"HHW Feasibility Study Proposal"** and the e-mail content must include the name and the address of the firm submitting the proposal. Proposals must be sent to the AGENCY contact found in Section 2.1 above.
3. Each proposal shall include all information required by this RFP and any subsequent addenda.
4. Proposals received after the required submittal date and time will be rejected. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Evaluation Process

The AGENCY shall evaluate each proposal. All determinations with regard to the evaluation of proposals will be at the sole discretion of the AGENCY. Each proposal shall first be evaluated for completeness and for compliance with the requirements of this RFP. The AGENCY will evaluate the cost of services of the proposal, including, but not limited to, all costs, benefits and risks to the AGENCY and its citizens.

3.3 Rights of the AGENCY

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

1. Award an agreement for services described in this RFP.
2. Reject all proposals and not award an agreement.
3. Reject any proposal.
4. Select a proposal other than the lowest cost proposal.
5. If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
6. Waive defects and/or irregularities in any proposals.
7. Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
8. Request "Best and Final" offers.
9. Conduct interview(s) with any PROPOSER(s).
10. Negotiate terms and conditions that are different from those described in this RFP and Agreement.
11. Contact references provided and seek information from any client with which the PROPOSER has done business.
12. Take other such action that best suits the needs of the AGENCY and/or its citizens.

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

4. PROPOSAL REQUIREMENTS

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

4.1 Letter of Submission

The proposal must contain a submission letter that contains the PROPOSER's unconditional acceptance of the performance obligations set forth in the RFP. An officer of the proposing entity authorized to bind the PROPOSER to the proposal terms must sign this letter and include a scanned copy in the e-mailed proposal.

4.2 Company/Organization Information

PROPOSER shall describe, in detail, the ownership of the proposing company, including, but not limited to:

- Official name and address. Indicate the type of entity and list its officers (e.g. corporation, partnership, sole proprietorship). Indicate the date and place of incorporation or organization.

- If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
- Federal Employer I.D. Number
- Complete name, mailing address, phone number, and e-mail address of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

4.3 Payment Obligation for Services

The sole obligation of the AGENCY for all services to be provided under the terms of this RFP and the Agreement shall be payment for all work on a time and material basis with a firm cap which requires the selected PROPOSER to perform all the work for an amount not to exceed the cap regardless of whether it actually takes more time or more materials than anticipated. Payment may include individual costs for identified sub-tasks. The selected PROPOSER must complete all tasks and/or sub-tasks for the agreed-upon cost and will not have a basis to request additional payment.

4.4 Proposed Scope of Work

The consultant must include a scope of work which, at minimum, addresses the tasks described in Exhibit A – Scope of Services. Proposals detailing subtasks and clearly notated optional or alternative tasks will be rated higher in this criterion than proposals which do not.

4.5 Detailed Cost Proposal

The proposal should include a cost proposal specifying key personnel, hours to complete each specific task or subtask, hourly billing rate, and resulting line item cost. Proposals omitting detailed cost proposals will be considered incomplete and rated lower in this criterion than proposals which include a thorough explanation of costs.

4.6 Insurance

The PROPOSER should demonstrate the ability to submit proof of the required insurance as set forth in the Agreement. Prior to award of the Agreement, the successful PROPOSER shall furnish the AGENCY with Certificates of Insurance clearly evidencing all required insurance and endorsements. The successful PROPOSER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the successful PROPOSER, its agents, representatives, employees or subcontractors.

4.7 Qualifications and Experience of Firm

The proposal should include the PROPOSER's experience relevant to the requested services and qualifications and resumes of key personnel that will be assigned to the management of the Agreement.

PROPOSER should provide a minimum of two (2) California governmental clients that the AGENCY may contact to conduct a reference check regarding provision of the proposed service. The PROPOSER should be providing or have provided similar services as requested herein to the governmental entity within the last fifteen (15) years.

If the PROPOSER cannot provide all of the information requested under Section 4.7 above, then the PROPOSER must provide descriptions of similar work performed for other clients. In either case, the description shall list the:

- dates and a description of the services that were provided;
- names and responsibilities of the team members involved with the referenced work; and

- name, address, and telephone number of a contact person of each client who would be most familiar with the services provided.

4.8 Subcontractors

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

4.9 Agreement for Consulting Services

The selected PROPOSER must execute the Agreement for Consulting Services attached hereto as Exhibit B to this RFP, unless modified pursuant to the procedures set forth herein. PROPOSER shall identify in its proposal any proposed modifications to the Agreement for Consulting Services.

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
February 21, 2020	Distribution of RFP	AGENCY
March 4, 2020	Submit Addenda Distribution Information	PROPOSER
March 4, 2020	Submit Questions	PROPOSER
March 13, 2020	Proposals Due	PROPOSER
April 15, 2020	Award of Agreement (tentative)	AGENCY

6. ATTACHMENTS

Exhibit A:	Scope of Services and Evaluation Criteria
Exhibit B:	Agreement for Consulting Services
Exhibit C:	Proposal Authorization and Acknowledgement Form



Exhibit A

Scope of Services and Evaluation Criteria

Zero Waste Sonoma (AGENCY) is seeking professional assistance to potentially expand household hazardous waste (HHW) collection services in Sonoma County. The purpose of this Request for Proposals (RFP) is to develop a feasibility study for the purposes of assessing a potential site to become a new permanent HHW facility. The site is not yet identified and may be bare land for a new-build or an existing building for retrofit. Proposers must include both land-type options in their response.

Once a property is selected by the AGENCY and its Board of Directors, the Executive Director will provide the Proposer with a written Notice to Proceed.

The primary objective of this study is to determine if a site is viable to become an HHW facility and to determine a plan of action to construct an HHW facility. The chosen Proposer will be expected to work in conjunction with, and receive input from, the AGENCY and other AGENCY contractors for their expertise in HHW design and operations.

The required Scope of Services must include, but is not limited to, the following tasks:

Task 1: Project Scoping

Confirm Zero Waste Sonoma's project scope by identifying conceptual goals, space uses, workflow, equipment, and project requirements.

Task 2: Property Research

Research and provide a report on site zoning, permitted uses, easements, restrictions, setbacks, dedications, utilities and capacities, and ingress and egress opportunities or restrictions.

Task 3: Photo Documentation

Provide photo documentation of selected site, surrounding context, and existing building conditions.

Task 4: Code Analysis

Review most up-to-date version of the California Code of Regulations, local zoning ordinances, fire and building codes, and any other applicable regulations regarding the design, management, and operations of HHW. A summary of requirements will be provided as they pertain to the proposed new HHW facility.

Task 5: Permitting and Approval Analysis

Provide a summary of the permitting and approval process, special study requirements, offsite improvements, and any other permitting concerns as required by the County of Sonoma and/or governing local jurisdiction. Meeting time spent with the jurisdiction's Planners and Engineers must be included.

Task 6: Topographic Survey

Conduct a topographic survey of the project parcel and provide drawings as part of Task 8. The drawings should include ground elevation contours and features, vegetation, utilities, structures, roads, and drainage features.

Task 7: Phase 1 Environmental Assessment

Perform a complete Phase 1 Environmental Site Assessment of the selected parcel in accordance with ASTM Standards E1527-05 for Environmental Site Assessments. The assessment must include:

- A review of past and current land use for indications of the manufacture, generation, use, storage, and/or disposal of hazardous substances;
- Evaluation of potential soil or groundwater contamination resulting from past and present site use activities and adjacent off-site operations (where possible);
- A rendering of the findings and professional opinions regarding the potential for environmental contamination at the site; and
- Further investigations, if necessary, to evaluate whether contamination or hazards exist.

A written report will be provided with the findings and recommendations regarding the site condition.

Task 8: Existing Conditions Drawings

Prepare drawings of the selected site including land and existing structures. Drawings must include topography from Task 6, property boundaries, conceptual site grading, drainage, and findings from Task 7, the Phase 1 Environmental Assessment.

Task 9: Improvement Options

Develop conceptual architectural site and floor plan options based on previous task findings and recommend solutions for the site and building improvements. Finalize a design drawing that can be used for construction bidding.

Task 10: Feasibility Study Report and Conceptual Cost Estimate

Prepare a final feasibility study report that includes a summary of all tasks, existing conditions project scope, programmatic requirements, proposed development plans for the site and building, architectural, mechanical and electrical systems, and provide a preliminary cost estimate including construction and permitting costs. The final feasibility study report must include civil engineering services detailing utilities, drainage, a preliminary storm water management plan, and a conceptual site plan.

Task 11: Additional Projects Not Yet Identified

The Proposer may suggest additional tasks that have not yet been identified. The proposal shall include a detailed explanation of the additional tasks and include the cost of each task.

Evaluation Criteria

1. **Ability to perform services as specified within the RFP and all the tasks listed above based on prior experiences (30 points).** Describe the Proposer's qualifications and experience in designing HHW facilities. Include past examples of projects with previous permanent HHW facilities in California within the last twenty (20) years. If Proposer does not have relevant experience with permanent HHW facilities in California, experience with other types of HHW facilities may be considered. If Proposer does not have relevant experience with HHW in California, experience with other types of hazardous materials facilities may be considered.
2. **Ability to perform services as specified within the RFP and the tasks listed above based on knowledge of Sonoma County (20 points).** Describe the Proposer's experience and familiarity with federal, state, and local HHW regulations, building codes, and fire codes that will be relevant for the project. Similarly, include experience working with construction projects based in Sonoma County including contractors, materials, and timelines of projects. If applicable, include past examples of projects with previous permanent HHW facilities in California within the last twenty (20) years.
3. **Description of services offered (20 points).** Describe the Proposer's project management plan, timeline, and personnel required to complete each task.
4. **Cost (30 points).** Describe the cost associated with each task for both bare land and existing structure scenarios. The cost should be comprehensive and include labor and materials.



Exhibit B

Agreement for Consulting Services

This agreement ("Agreement"), dated as of April 15, 2020 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and _____, a [include description of Consultant, e.g., "a California Corporation", etc., if appropriate] (hereinafter "Consultant").

R E C I T A L S

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

WHEREAS, in the judgment of the Agency, it is necessary and desirable to employ the services of Consultant to perform a feasibility study of a property to become a permanent household hazardous waste (HHW) within Sonoma County.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services. This Agreement is entered into for the purpose of performing a feasibility study of a property to become a permanent HHW facility for the Agency. Consultant shall perform services as defined in Exhibit A, Scope of Services upon the receipt of a written Notice to Proceed from the Executive Director of the Agency.

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

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

1.4 Assigned Personnel.

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

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are

deemed by Agency to be key personnel whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.

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

2. Payment.

2.1 Consultant shall wait for a Notice to Proceed from the Agency's Executive Director to begin billable services.

2.2 Consultant shall be paid an amount not to exceed _____ (\$ _____) for services rendered in accordance with tasks detailed in Section 1.1 above, upon monthly submission of progress reports, verified claims and invoices, in triplicate. The method and timing of payment shall be in accordance with Exhibit B, attached hereto and incorporated herein by this reference. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed.

2.3 Monthly progress reports shall be submitted by Consultant and shall identify the basis for determination of the percentage of completion, the number of hours for the month, by job classification, spent on work completed, the percent of work completed during the month, and total percent of work completed.

3. Term of Agreement. The term of this Agreement shall be from April 15, 2020 to April 15, 2023, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Agency all materials and work product subject to Section 9.9 and shall submit to Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that

if Agency terminates the Agreement for cause pursuant to Section 4.2, Agency shall deduct from such amount the amount of damage, if any, sustained by Agency by virtue of the breach of the Agreement by Consultant.

5. Indemnification

5.1 Indemnity for Design Professional Services (Tasks 8 and 9). In connection with the provision of professional services listed in Tasks 3 and 6 in of the Scope of Services for this Agreement, Consultant shall defend, hold harmless and indemnify Agency, its officials, officers, employees, members, volunteers, and agents serving as independent contractors in the role of Agency officials, (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense (collectively, "claims"), including, but not limited to, death or injury to any person and injury to any property, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subconsultants, or agents in the performance of professional services listed in Tasks 3 and 6 in Exhibit A of this Agreement with the exception of loss or damage resulting from the Agency's sole, active negligence or willful misconduct. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such claims with counsel of Agency's choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

5.2 Indemnity for Other Professional Services (Tasks 1-9 and 10). In connection with all claims not covered by Section 5.1 above and services provided in Tasks 1-9, and 10 in Exhibit A of this Agreement, Consultant shall defend, hold harmless and indemnify Agency, its officials, officers, employees, volunteers, and agents serving as independent contractors in the role of Agency officials, (collectively, "Indemnitees"), from any claim, demand, damages, liability, loss, cost or expense (collectively, "claims"), including, but not limited to, death or injury to any person and any injury to any property, arising out of, pertaining to, or relating to Consultant's performance of work under this Agreement. Consultant shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Agency's choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

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

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

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

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

- a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Agency's Executive Director in a form approved by Agency Counsel. All other extra or changed work must be authorized in writing by the Agency Board of Directors. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Agency.

9. Representations of Consultant.

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

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

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

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

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

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

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

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

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is

adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency's right to terminate this Agreement pursuant to Article 4.

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

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing or by email. Notices, bills, and payments shall be addressed as follows:

Agency: Zero Waste Sonoma
Attention: Courtney Scott
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Phone: (707) 565-3632

Consultant: Name
Attention:
Address:
City, State Zip
Phone:

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Agency Director

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

EXHIBIT A
SCOPE OF SERVICES

[to be inserted]

EXHIBIT B
METHOD AND TIMING OF PAYMENT

[to be inserted]



Exhibit C

Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER _____

ORGANIZATION _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Consulting Services (Exhibit B) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until **April 15, 2023**.
5. The undersigned acknowledges that the Agency reserves the following rights and options related to proposals submitted in response to the RFP:
 - Award a single agreement for all services described in this RFP;
 - Award separate agreements to multiple Proposers for specific services described in this RFP;
 - Reject all Proposals and not award an agreement;
 - Reject any Proposal;
 - Select a Proposal other than the lowest cost Proposal;
 - If during the course of negotiations with a selected Proposer, the Agency determines in its sole discretion that an acceptable Agreement cannot be negotiated, the Agency reserves the right to suspend negotiations with that Proposer and begin negotiations with another Proposer. Also, the Agency reserves the right to undertake simultaneous negotiations of the final Agreement with more than one Proposer;
 - Waive defects and/or irregularities in any Proposals;
 - Request from any Proposer at any time during the evaluation process, clarification of any information contained in the Proposal;
 - Request "Best and Final" offers;
 - Conduct interview(s) with any Proposer(s);
 - Negotiate terms and conditions that are different from those described in this RFP and Agreement;

Exhibit C (continued)

- Contact references provided and seek information from any agency with which the Proposer has done business; and/or
- Take other such action that best suits the needs of the Agency, County and/or its citizens.

Form of Agreement

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

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

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

E-Mail Address: _____

Signature: _____ **Date:** _____



Agenda Item #: 8
Cost Center: All
Staff Contact: Lukacs
Agenda Date: 2/19/2020
Approved By: LL

ITEM: Potential Office Move/Approval to Enter into Lease Negotiations

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve Staff to enter into a lease negotiation with our top three selections for new office space.

II. BACKGROUND

When the Sonoma County Waste Management Agency was formed they entered into an agreement with the County of Sonoma to provide office space and staffing. In return for office space the Agency paid a proportional share of TPW's overhead charges.

III. DISCUSSION

At the January 15, 2020 board meeting, staff presented a lease option to the board for review. At that time the board requested staff to return at the next board meeting with answers to the following questions:

- Can staff provide current market comps to show the pricing is fair for the SOMO Village location?
- What is the commute impact to staff for time and mileage?
- What is the five year impact of the lease?

Since that time, staff has work closely with Russ Mayer, broker, from Keegin and Coppin to tour available options in the area. Of the twelve available spaces in Santa Rosa reviewed, staff has identified three locations of potential interest (marketing brochures attached).

1. 555 5th Street, Santa Rosa (Class B)
2. 490 Mendocino Avenue, Santa Rosa (Class B)
3. 111 Santa Rosa Avenue, Santa (Class A)

Attached is also a listing of comps for the Rohnert Park area. The property most comparable (size and type) to SOMO is 5789 State Farm Drive (\$1.75/Sq. Ft.). Two other properties met the size requirements but their layout and condition were not a fit. They were 1370 Medical Center Drive (designed as medical offices) and 170 Professional Center Drive (designed as warehouse with offices).

IV. FUNDING IMPACT

Staff conducted a mileage and time analysis of the impact to commutes if ZWS moved to Rohnert Park. The result ended up being close to neutral.

Mileage Study for SOMO Village Commute (Round Trip Calculations):

	Mileage to Current Office Location	Mileage to SOMO	Miles Difference	Time Difference
L. Lukacs	19.8	40.6	+20.8	+30
T. Collard	32.4	11.8	-20.6	-16
C. Scott	9	23	+14	+10
K. Chilcott	17.2	17.2	0	0
S. Pagal	44.2	35.8	-8.4	-30
J. Perry	9.6	22	+12.4	+18
X. Tan	21.4	4.4	-17	-15
Total	153.6	154.8	+1.2	-3

Below is a breakdown of cost for the proposed locations:

Location	SOMO Village	490 Mendocino	111 SR Ave.	555 5 th St.
Sq. Footage	3,718	4,273	3,840	4,177
Price/Sq. Ft.	\$1.79	\$1.60*	\$2.20*	\$1.70*
Utilities	\$0.20/sq. ft.	Included	Included	Included
Parking/year	Included	4 spaces incl. \$2,976	\$744	\$5,880
Annual Rent	\$88,785.84	\$87,581.40	\$102,120	\$93,597
Furniture	Included	\$11,111***	\$11,111*** Some built in desks	\$11,111***
Tenant Improvements	\$30,000**	-	Negotiable	-
Janitorial	Additional	Included	Included	Included
Additional Comments	- Class A property -Access to board space included -Plenty of free parking -Secured van parking -Access to charging stations -Rent fixed for ten years	-4 parking spaces included -Large conference room, big enough for Board meetings in a pinch -Only cosmetic improvements needed to move in (included)	-Class A property -secure parking for van included -Seven parking spaces included -Located across from City of Santa Rosa	-Minor improvements needed - Large conference, big enough for Board meetings in a pinch
Lease terms	10 Years		Five year w/option to renew	

*Proposed starting rent

**\$0.07/sq.ft. amortized over 10 years or \$0.13/sq.ft. amortized over 5 years

***Quote from Trope group to move existing cubicles

All properties listed (except SOMO Village) have rate increases throughout the term of the lease.

Five year rate analysis:

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
490 Mendo	\$85,018	\$87,581	\$87,581	\$92,709	\$92,709
111 SR Ave.	\$102,120	\$104,424	\$106,728	\$109,032	\$111,336
555 5 th St.	\$91,091	\$93,597	\$93,597	\$96,103	\$96,103

SOMO – Five year rate analysis (including tenant improvements amortized over 10 years)

SOMO base	\$88,786	\$88,786	\$88,786	\$88,786	\$88,786
SOMO w/TI 10-year amort.	\$91,786	\$91,786	\$91,786	\$91,786	\$91,786

ZWS pays a pro-rated share of TPW's annual overhead. The cost share is comprised of shared services for payroll, auditor, HR, and shared cost of physical space. FY 2019-20 cost share was \$18,908 and will increase to \$24,121 in FY 2020-21. If ZWS moves to a new location, the cost share will be reduced to \$13,485 due to reduced services needed when off premises.

Cost Share and Storage Unit Reduction:

	Current	If Move	Reduction
FY 20/21 Cost Share	\$24,121	\$13,485	\$10,636
Storage Unit	\$3,240	\$0	\$3,240
Total	\$27,361	\$13,485	\$13,876

Additional increase to annual budget for rent using SOMO as a rental reference:

	FY20/21	FY21/22	FY23/24	FY23/24	FY24/25
Rent	\$91,786	\$91,786	\$91,786	\$91,786	\$91,786
Reduction to Cost Share* and Storage Unit Elimination	\$10,636	\$11,168	\$11,726	\$12,313	\$12,928
Additional Cost To ZWS	\$81,150	\$80,618	\$80,060	\$79,473	\$78,858

*Assuming a 5% annual increase to Cost Share

The Board approved \$100,000 for improvements in the current fiscal year for the office expansion. This funding could be used towards the one-time set up costs of the move (i.e. movers, ISD, furnishings, etc.). The desired Santa Rosa locations do not included any furnishings. Trope Group has quoted \$11,111 to move the existing cubicles to the new space. Some additional furniture purchases will be needed.

V. ATTACHMENTS

Marketing Brochure - 490 Mendocino
Marketing Brochure – 111 Santa Rosa Ave.
Marketing Brochure – 555 5th Street
Marketing Brochure – SOMO Village
Office Availability Report – Santa Rosa
Rohnert Park Comp Report

Office and Retail Space for Lease

490 Mendocino Avenue, Santa Rosa, CA

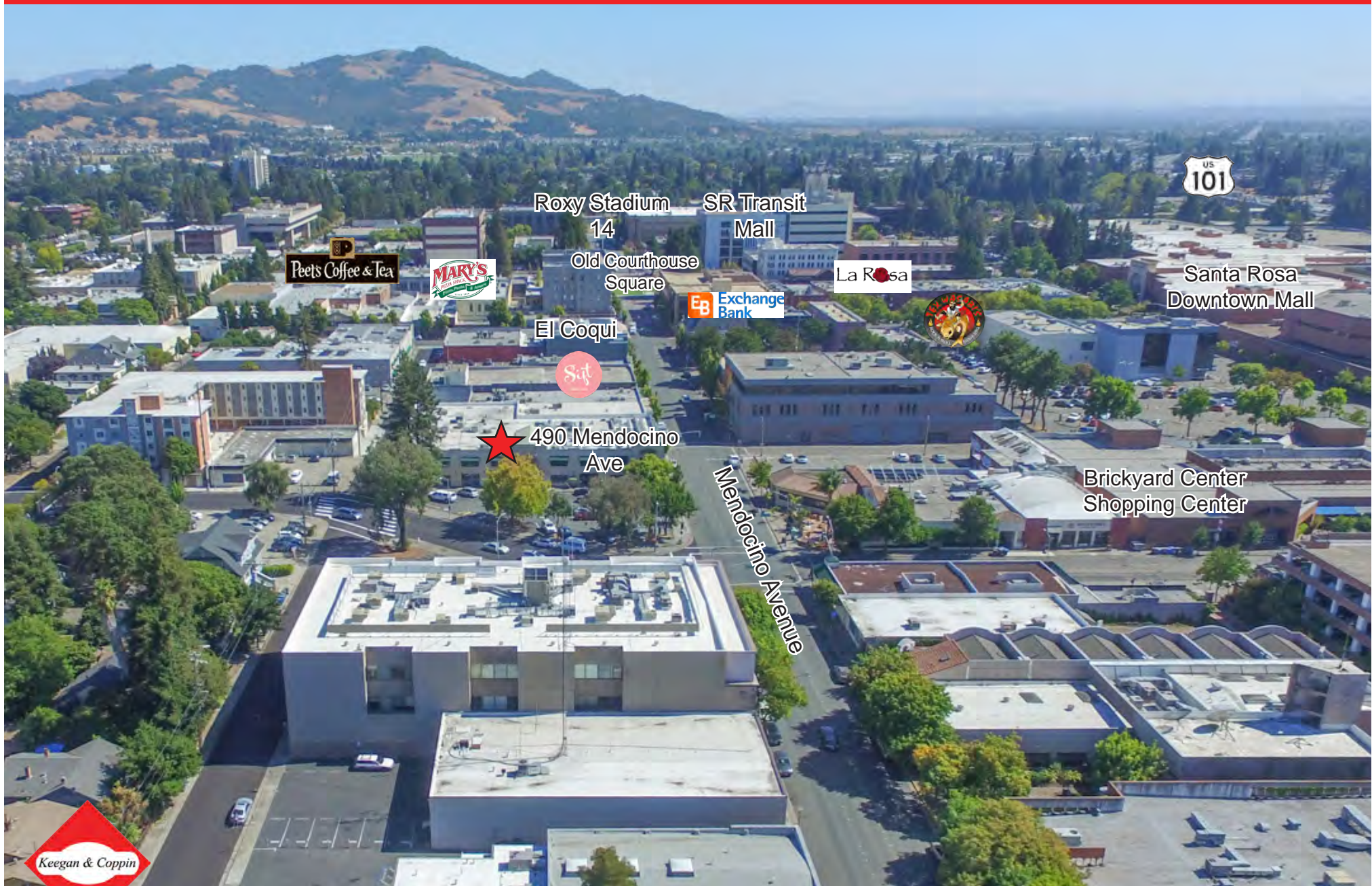


KEEGAN & COPPIN
COMPANY, INC.
www.keegancoppin.com

Russ Mayer, Partner
1201 N McDowell Blvd, CA 94954
(707) 664-1400 ♦ Fax: (707) 792-7336
Lic #: 01260916
RMayer@keegancoppin.com

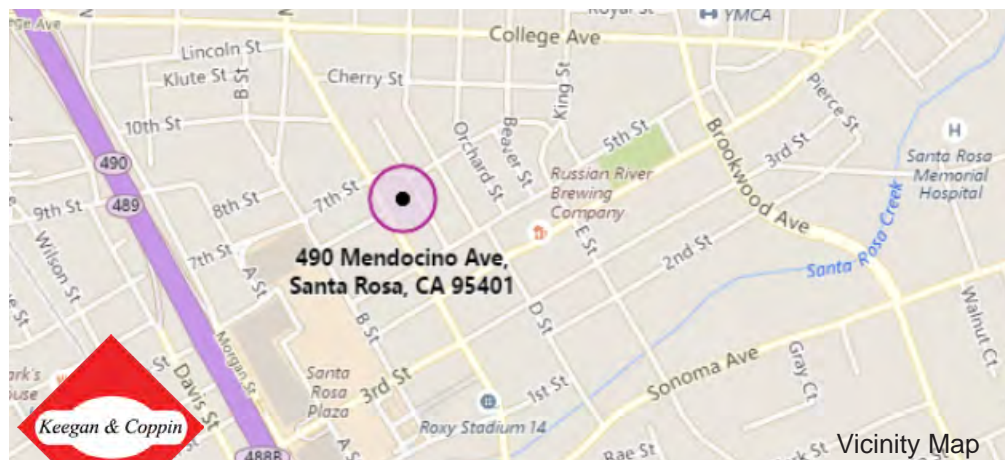
Office and Retail Space for Lease

490 Mendocino Avenue, Santa Rosa, CA



Keegan & Coppin

The above information, while not guaranteed, has been secured from sources we believe to be reliable. Submitted subject to error, change or withdrawal. An interested party should verify the status of the property and the information herein.



- ◆ High Identity Corner Location in Historic Downtown
- ◆ Suite Sizes Starting from Approximately 1,219 SF
- ◆ Recently Renovated and Architecturally Re-Designed Office/Retail Building
- ◆ Adjacent to City Surface Parking Lot & 1/2 Block to the 750-Car 7th Street Parking Garage
- ◆ Dramatic 2-Story Atrium Lobby
- ◆ Ideal Location for Food and Business Services, Retail, Professional, Office and More

USER SPACE:

Office/Retail

LEASE RATE

\$1.25 - \$1.95 PSF

TOTAL BUILDING SF:

41,358± sf

AVAILABLE SUITES SIZES:

Starting from ±1,219 sf

LEASE TERMS:

3 - 10 Years

ZONING:

CD - Commercial Development

DESCRIPTION OF PREMISES - FEATURES:

Exceptional opportunity to lease space in a professionally renovated and architecturally redesigned building in thriving downtown Santa Rosa and near the recently reunified Courthouse Square. Distinctive architectural features include extensive glass-line along three street frontages and a dramatic and inviting central two-story atrium lobby.

Suite's 101/102 Ground floor office featuring an elegant tiled lobby and reception areas, eleven (11) glass-lined private offices, two (2) separate conference rooms, kitchenette, secure server room with independent cooling system and dedicated electrical circuitry, copy room, admin office and abundant open area for work stations (**±6,851 SF/\$1.95 PSF Full Service**). **Suite 103** Ground floor office with kitchen/breakroom and shower room. (**±2,837 SF/\$1.75 PSF Full Service**). **Suite 105** Ground floor retail with Mendocino Avenue and building signage (**±2,401 SF/\$1.75 PSF NNN**). **Suite 109** Ground floor retail/store front office space presently configured with a kitchen/breakroom, conference room, and open area. A conversion to full retail with a storefront and building signage is available (**±1,979 SF/\$1.95 PSF Full Service**). **Suite 202** Second floor office featuring three (3) private offices, conference room, kitchen/breakroom, copy/work room and open area for work stations. (**±5,772 SF/\$1.75 PSF Full Service**). **Suite 205** Second floor corner office featuring two (2) private offices, conference room and reception area. Office has full length exterior glass-line and interior views to the atrium (**±1,219 SF/\$1.95 PSF Full Service**). **Suite 206** Second floor office featuring nine (9) private offices, conference room, kitchen/break room, server and a storage rooms. Office provides for extensive glass line along the perimeter of the building and an impressive private office in the corner tower (**±4,273 SF/\$1.95 PSF Full Service**).

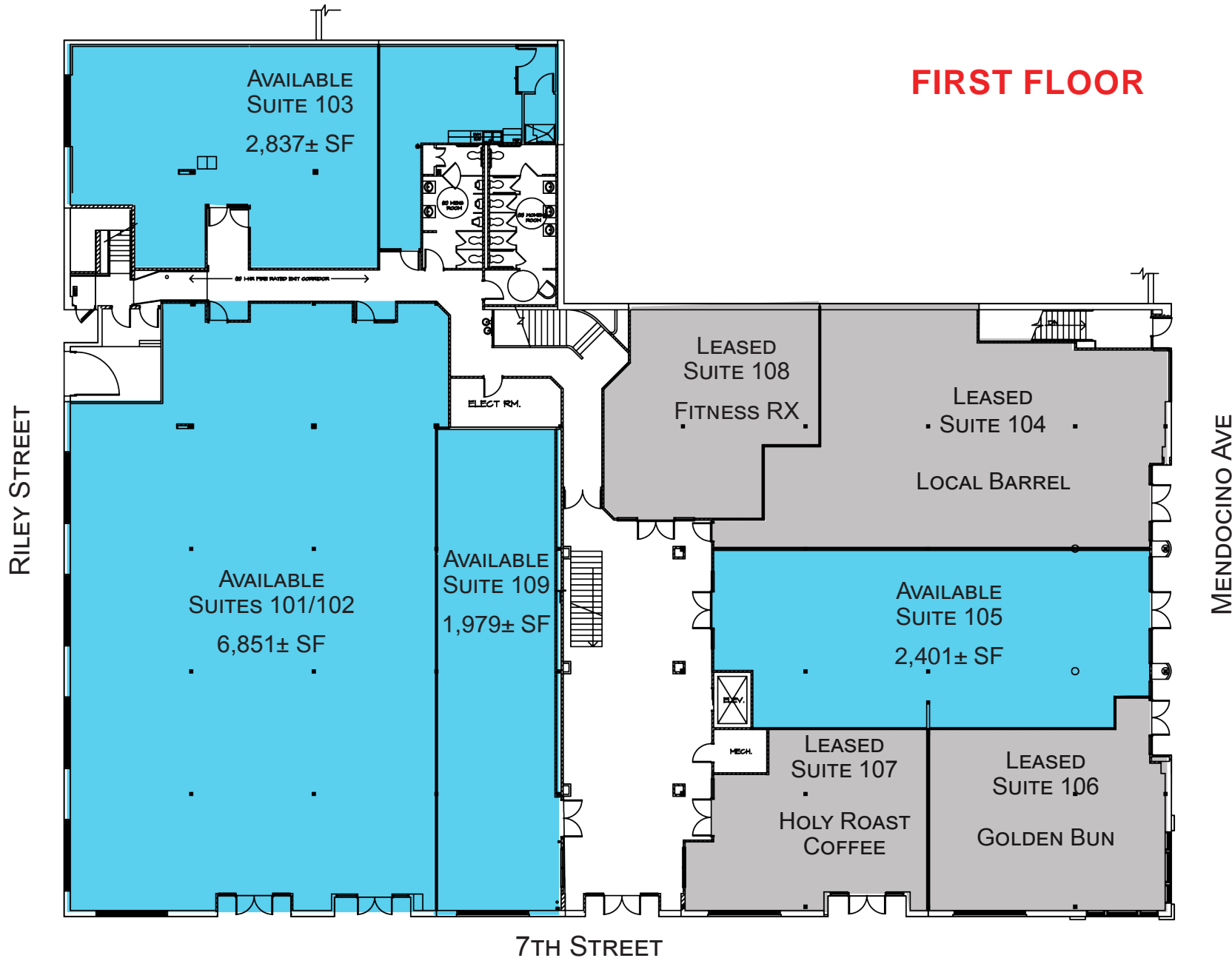
Many of the spaces are either divisible or can be combined with adjacent suites offering further flexibility. Ideal location for a variety of office, retail, medical and professional services including; architects, engineers, attorneys, financial and insurance offices, CPA's, mobile phone store, jewelry, frame shop and gallery, photo studio, optician, personal training, yoga, pilates, martial arts studios, etc.

DESCRIPTION OF LOCATION - AREA:

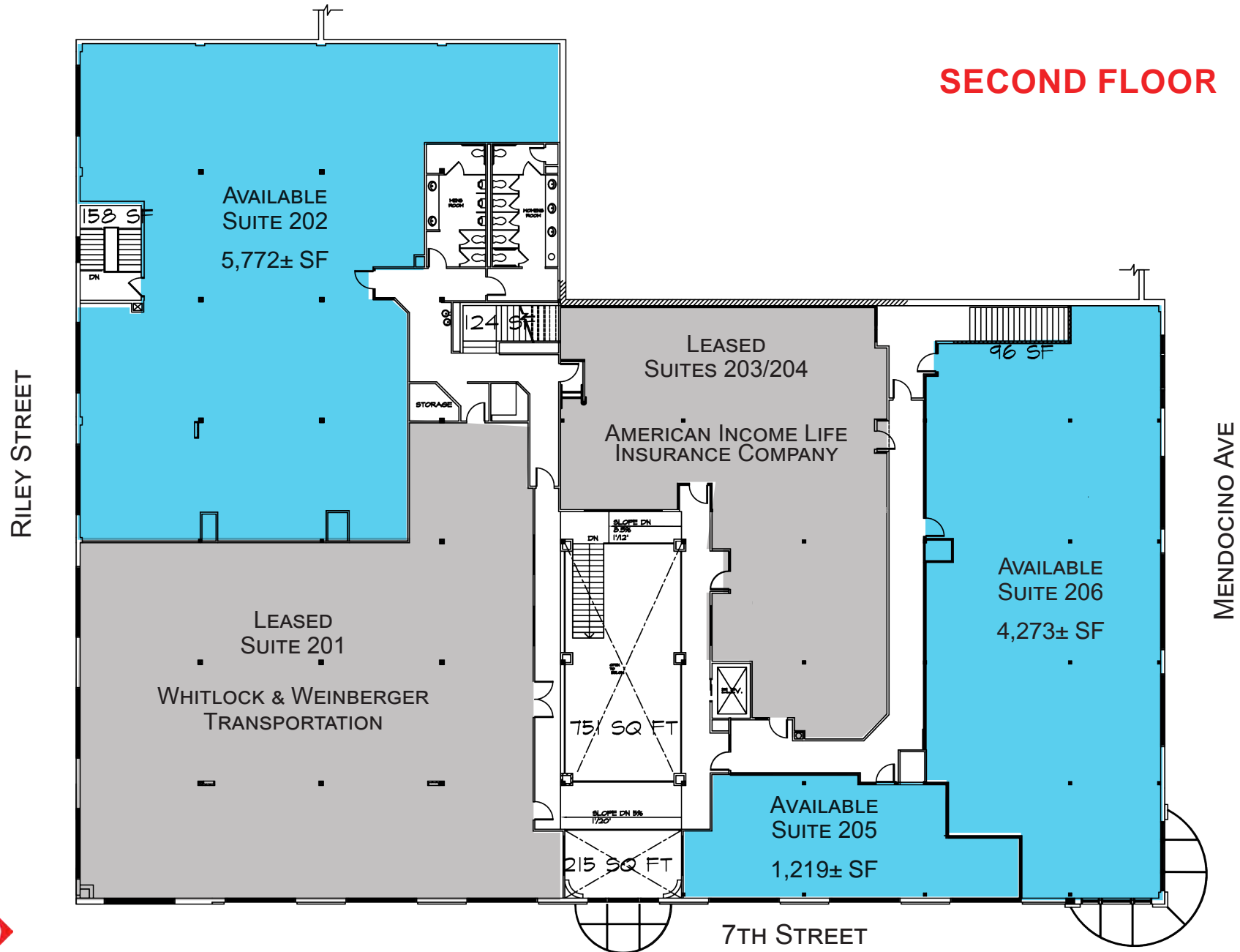
Central business district in historic downtown Santa Rosa. Immediate proximity to all food and retail services including the Santa Rosa Plaza. Building is adjacent to city surface parking lot and one-half block from 750-car 7th Street downtown parking garage.



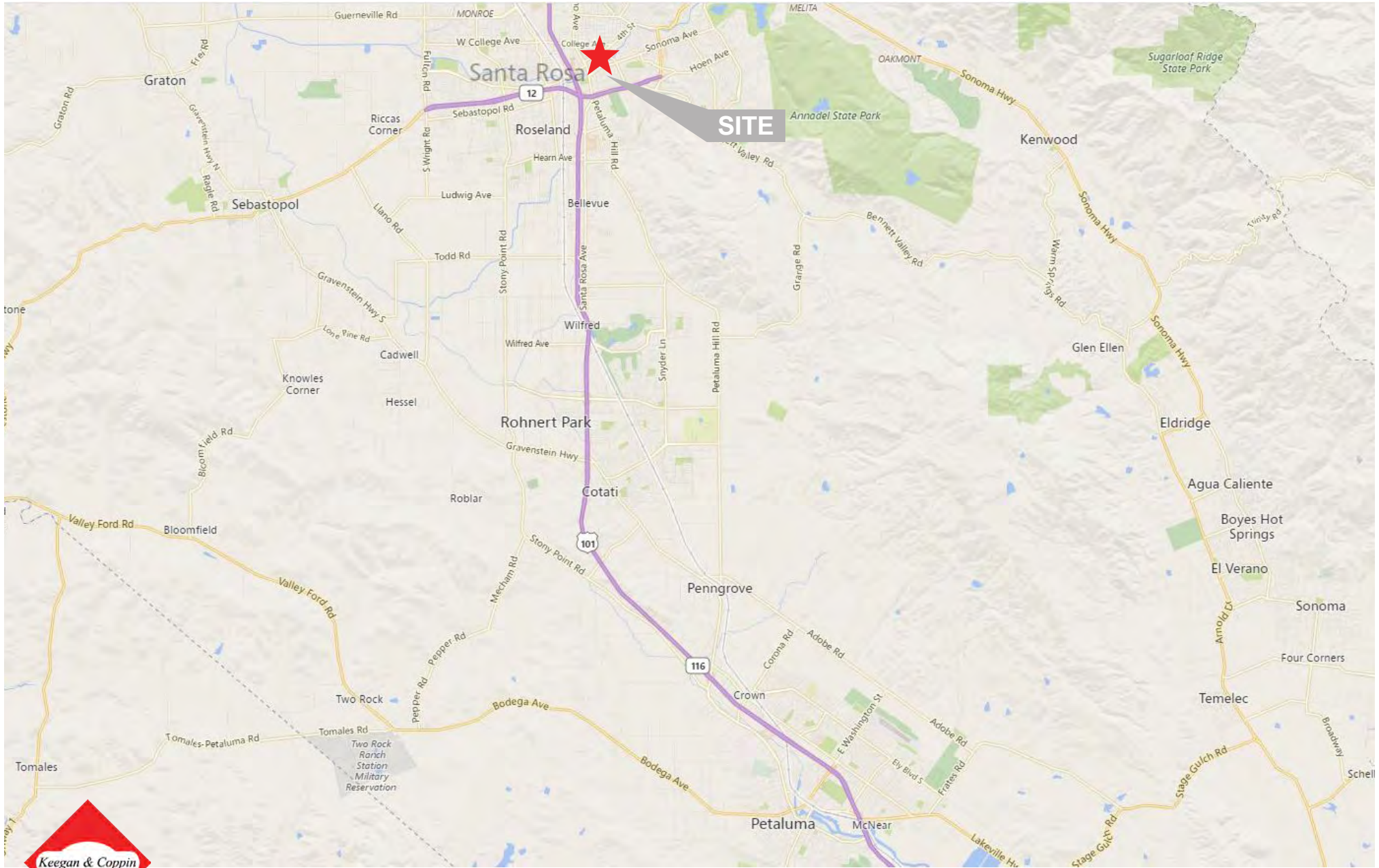
FIRST FLOOR



SECOND FLOOR







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Premier Office Space For Lease

111 Santa Rosa Avenue, Santa Rosa, CA

150 to 18,783 ± Sq. Ft. Available

Westamerica Bank Building — Downtown



Underground and Surface Lot Parking
Great Views From Upper Floors



Paul Schwartz

Senior Associate, Commercial Division

Cell- 707-479-1841

SchwartzBroker@gmail.com

CalBRE #01111744

Terra Firma Global Partners

802 Fourth St.,

Santa Rosa, CA 95404

800.681.1361

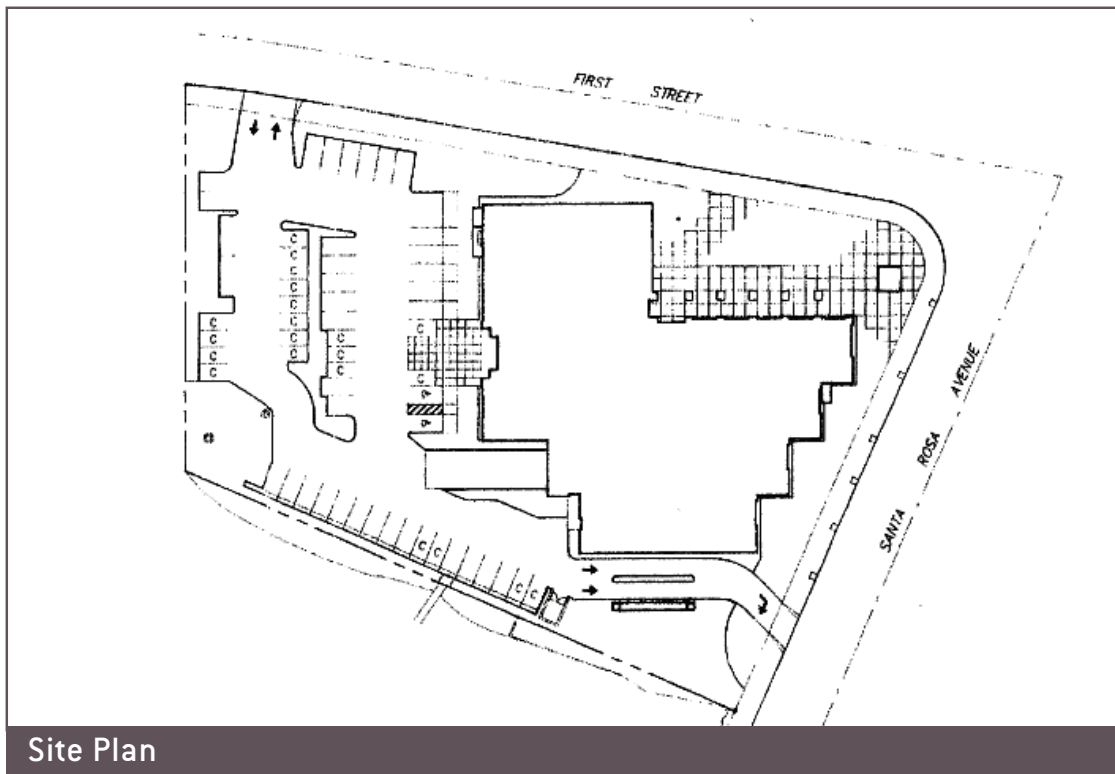
www.TerraFirmaGlobalPartners.com

FOUR STORY CLASS A BUILDING

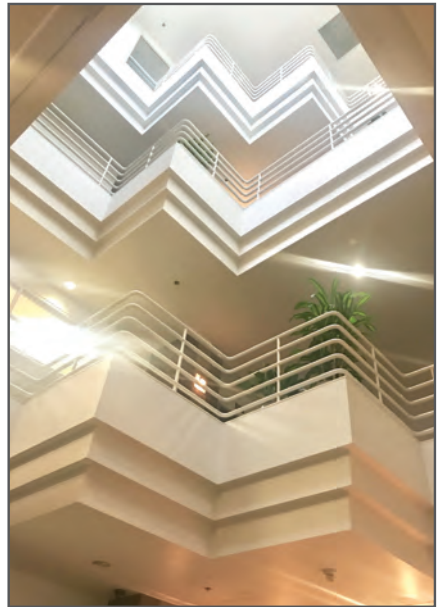
Located in Santa Rosa's Vibrant & Exciting Business,
Financial, and Cultural Center

Building Features Include:

- Building under new ownership, upgrading common areas
- One block to newly renovated Old Courthouse Square
- Underground and surface parking lots for tenants and guests
- High identity location just three blocks from Hwy. 101/Hwy. 12
- Adjacent to the Prince Memorial Greenway walking and bike path
- One block to Santa Rosa Plaza restaurants, retail, business services
- Extensive natural light into each floor area
- Possible tenant monument signage
- Elevator served with access to open decks outside upper floors
- Excellent interior improvements
- On-site property management and building security
- Across street from City Hall, walking distance to State & Federal Buildings
- Great views of Downtown and Santa Rosa



BUILDING PHOTOS

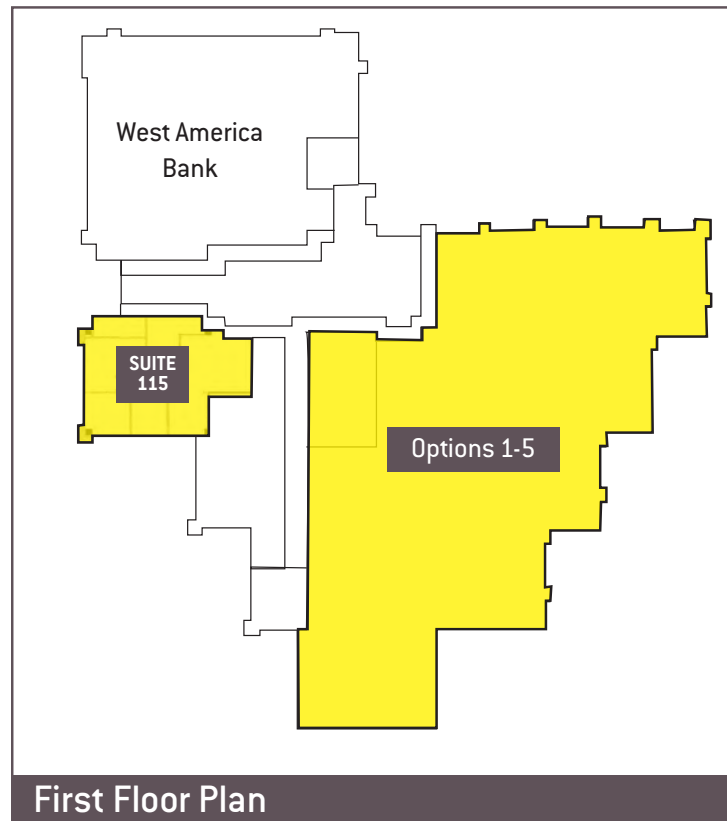


111 SANTA ROSA AVENUE

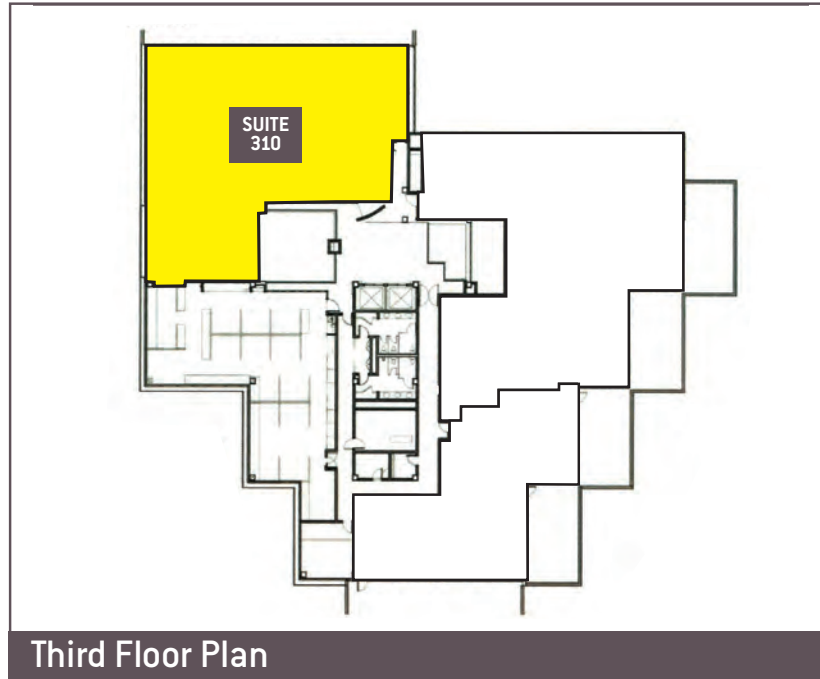
Paul Schwartz | 707.479.1841 | SchwartzBroker@gmail.com

FLOOR PLANS

AVAILABLE SUITES		
1 st Floor	Suite 115	1,408 ± SF
1 st Floor	Option 1, Space A	4,283 ± SF
	Option 1, Space B	5,226 ± SF
	Option 2, Space A	5,212 ± SF
	Option 2, Space B	4,298 ± SF
	Option 3, Space A	5,730 ± SF
	Option 3, Space B	3,779 ± SF
	Option 4, Space A	4,637 ± SF
	Option 4, Space B	4,873 ± SF
	Option 5, Space A	7,312 ± SF
	Option 5, Space B	2,198 ± SF
3 rd Floor	Suite 310	4,823 ± SF
4 th Floor	Suite 400	707 ± SF
4 th Floor	Suite 401	150 - 2,336 ± TOTAL SF (Individual Offices, 150± sf each) or Entire Suite



FLOOR PLANS



BLE

DOWNTOWN SANTA ROSA

The heart of Santa Rosa is in the midst of an exciting period of revitalization with several new developments. First of these is the recent completion of the \$10 million reunification of Old Courthouse Square. The Square serves as the center of and focal point for financial, cultural and business activity in Santa Rosa.

The SMART Train is now running and serves the Downtown area with multiple stops each day at the Railroad Square Depot, walking distance from Courthouse Square. The SMART Train travels to and from San Rafael several times daily along with many stops along the way including Rohnert Park, Petaluma, and Novato to the south and the Sonoma County Airport area to the north. Residents and business people can travel to and from Downtown Santa Rosa to destinations throughout the North Bay. And soon construction will begin on a new boutique hotel overlooking Courthouse Square.

Business people, visitors and local residents enjoy the Courthouse Square plaza, the high-quality craft breweries such as Russian River Brewing and 3rd Street Aleworks, the Wednesday Night Farmer's Market, the annual Iron Man Triathlon, the Amgen of California Bicycle Tour race, Movie Nights, Street Sales, Car Shows, the Luther Burbank Rose Parade, as well as various community gatherings held regularly throughout the year.

111 Santa Rosa Ave. is located 2 blocks from Courthouse Square and within walking distance to the major civic center of Santa Rosa with Federal, State and City government offices. There are over 15 banks, the main Santa Rosa U.S. Post Office, an excellent variety of restaurants, locally owned retail stores, museums, movie theaters, coffee houses and night clubs, all conveniently located just a short stroll away. The hip and revitalized South A Arts District is located a few blocks away as well, offering fine dining, retail stores and galleries. Also located in the area is "Santa Rosa Plaza", a major indoor mall, with many contemporary retail establishments.

The Prince Memorial Greenway, a public pedestrian and bicycle path along Santa Rosa Creek, connecting Santa Rosa to Sebastopol, provides cyclists and walkers immediate access for daytime exercise in a quiet setting.



Downtown Santa Rosa Aerial Map



111 SANTA ROSA AVENUE

Paul Schwartz | 707.479.1841 | SchwartzBroker@gmail.com

SANTA ROSA/SONOMA COUNTY

Santa Rosa is the County Government seat and largest business and economic center between San Francisco and Portland, OR. The beautiful mid-sized city of Santa Rosa has a population of approximately 171,000 and is the government, financial, medical, and retail center of Sonoma County. Santa Rosa is located 47 miles north of the Golden Gate Bridge in the world class Sonoma County Wine Country.

Sonoma County has a population of approximately 500,000 and is known for its incredible natural beauty, technology base and bioscience firms, diverse landscape, world-class foods and beverages including approximately 250 wineries and 25 craft beer breweries, 16 American Viticultural Areas (AVA's) nestled between the Mayacamas Mountains and the gorgeous Pacific Coast/Bodega Bay to the Russian River and Sonoma Valley.

Employment and innovation leaders include Medtronic, Keysight (formerly Agilent), JDS Uniphase, Tri Vascular Medical Devices, American Ag Credit, Kaiser Hospital, St. Joseph Health, and Sutter Health.

Sonoma County educational institutions include Sonoma State University, Empire College, Santa Rosa Junior College and a branch of San Francisco State University.

A Mediterranean climate with exceptional air quality and four distinct seasons, the weather in Sonoma County is ideal. Sonoma County is bordered to the south by Marin County, to the east by Napa County and to the north by Mendocino County. There is immediate access to San Francisco and the entire Bay Area, and is a commercial hub of the North Bay. Santa Rosa is the largest medical, retail and economic center between San Francisco and Portland, Oregon.

Sonoma County is the home to a burgeoning craft beer industry led by world- renowned breweries including Lagunitas Brewing Co. Russian River Brewing Co. and Bear Republic Brewing Co. The annual release in Downtown Santa Rosa of Russian River Brewing Company's Pliny the Younger draws thousands of beer aficionados from around the world for two weeks in February and is ranked among the world's top craft beers. The economic impact of the craft brewing industry in Sonoma County is estimated to be over \$125,000,000.

During the last 30 years, the popularity and significance of Sonoma County wines have given rise to a variety of cultural amenities, attractions and experiences including wine tasting, winemaker dinners, vineyard cycling and competitive cycling events, the Green Music Center, Wells Fargo Center for the Arts, and the recent boom in craft breweries tours.

Sonoma County was also the home of Peanuts cartoonist Charles Schulz, and the Sonoma County Airport is named after Mr. Schulz. Air service to the Sonoma County Airport includes Horizon Air Flights to Seattle, Portland, Los Angeles and San Diego, Orange County, Phoenix and Minneapolis.

Links:

Santa Rosa Chamber of Commerce — www.santarosametrochamber.com

Sonoma County Economic Development Board — www.sonomaedb.org

City of Santa Rosa — www.srcity.org

Press Democrat Newspaper — www.PressDemocrat.com

North Bay Business Journal — www.NBBJ.com

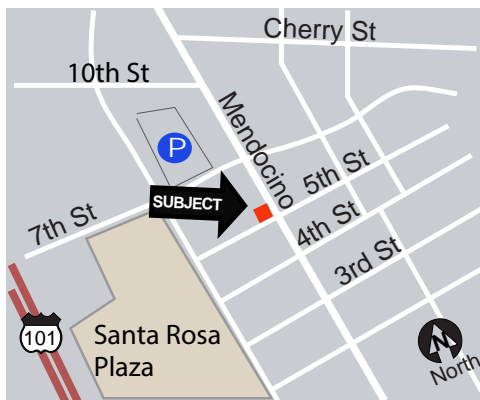
Santa Rosa Downtown Office Space for Lease

555 5th Street, Santa Rosa, California

HISTORIC DOWNTOWN BUILDING



*The Upton Building
555 5th Street
Santa Rosa, California*



Vicinity Map

- ◆ Suite 320 - Approx. 2,536± SF
- ◆ Five (5) Private Offices, Conference Room, Reception Area, File Room and Kitchenette
- ◆ Prewired for Comcast High Speed Internet
- ◆ Shared Common Area Conference Room
- ◆ Parking, Restaurants and Shopping within 1/2 Block of Building

\$1.75 PSF FULL SERVICE



KEEGAN & COPPIN
COMPANY, INC.
www.keegancoppin.com

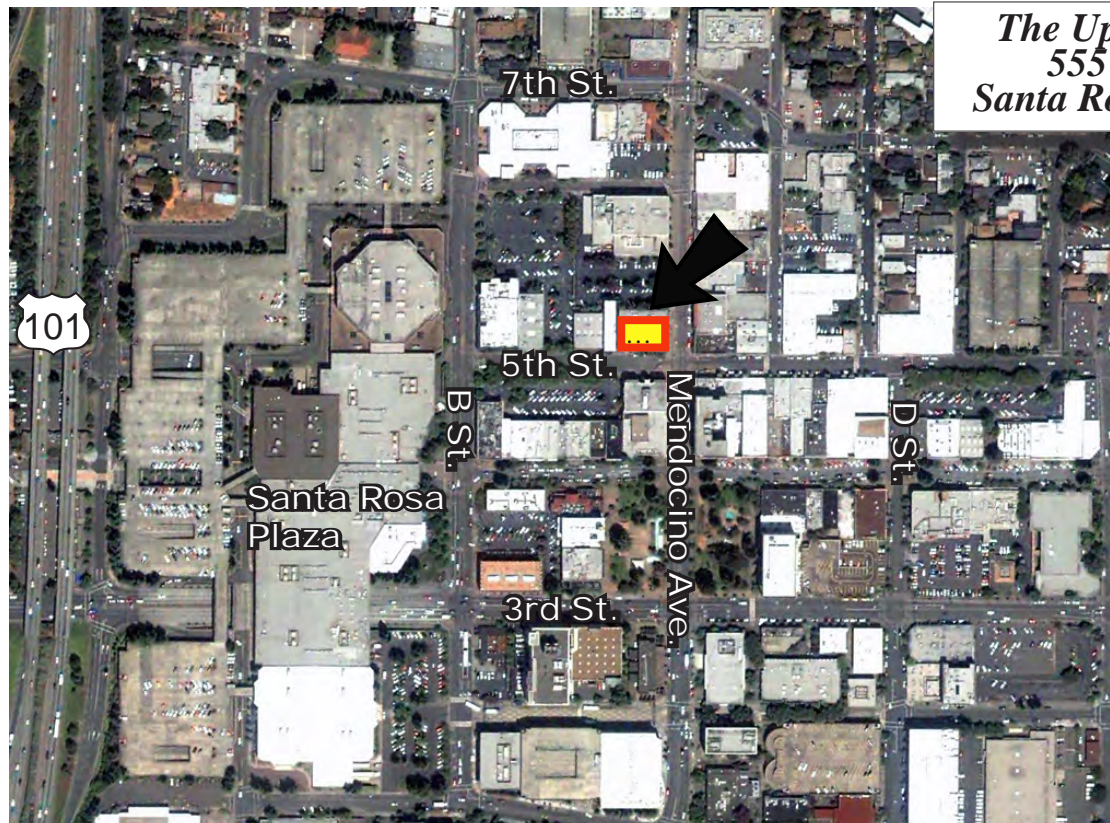
Russ Mayer, Partner

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Santa Rosa Downtown Office Space for Lease

555 5th Street, Santa Rosa, California



*The Upton Building
555 5th Street
Santa Rosa, California*



Santa Rosa Downtown Office Space for Lease

555 5th Street, Santa Rosa, California

COMMERCIAL REAL ESTATE ARCHITECTURALLY DISTINCT DOWNTOWN BUILDING

User Space:	Historic Downtown Office Building	Rentable Space:	± 2,536 sf
City:	Santa Rosa, California County of Sonoma	Rent:	\$1.75 psf Full Service
Address:	555 5th Street, Suite 320 (Corner of Mendocino Ave.)	Total Building s.f.:	± 25,470 s.f.
		Parking:	Metered Curbside & City Lots

Description of Premises - Features:

High-Identity, architecturally distinct, downtown heritage building with roots deep into Santa Rosa's past. Property was originally purchased by the Upton family in 1904. After completion of construction the property was originally used as a hotel upstairs and retail on the ground floor. The building went through a complete refurbishing in 1990. The exterior facade retains the basic structure and character as it did when it was first built.

Building presently offers a 3rd floor 2,536 ± sf office suite available for lease. Space features five private offices, conference room, reception area, file room and kitchenette. Building is elevator served and tenants have shared access to the common area conference room on the third floor. Excellent downtown location.

Lease Terms:

\$1.75 psf Full Service (including janitorial)
3-5 year lease terms available
Annual increases

Description of Location - Area:

Located in the heart of downtown Santa Rosa at the corner of 5th Street and Mendocino Avenue. This is a premier location for professional uses and offers excellent access to other downtown professionals, city parking lots, restaurants, banks, etc. Building is easily accessible from Highway 101.

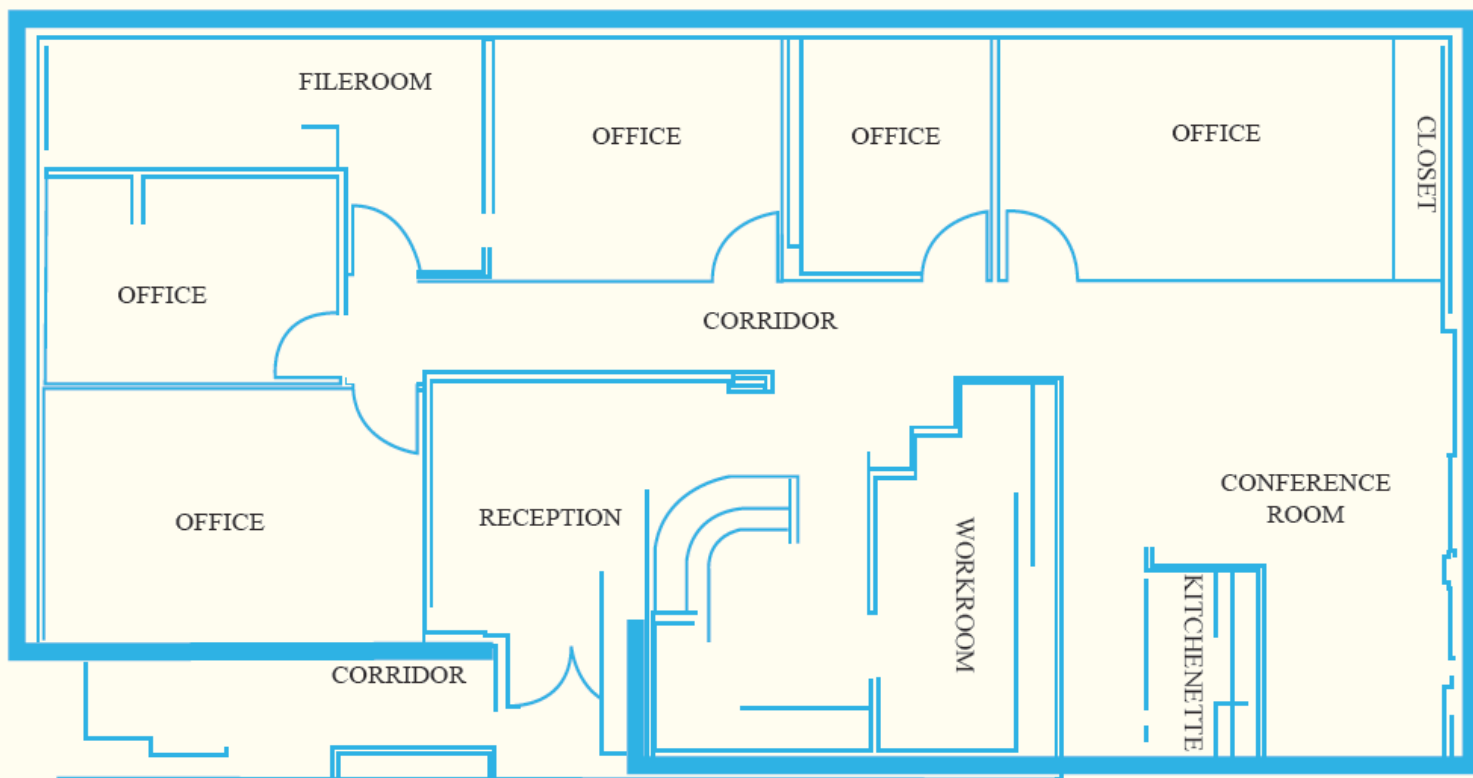


Santa Rosa Downtown Office Space for Lease

555 5th Street, Santa Rosa, California

*The Upton Building
555 5th Street
Santa Rosa, California*

Suite 320 Floorplan



Santa Rosa Downtown Office Space for Lease

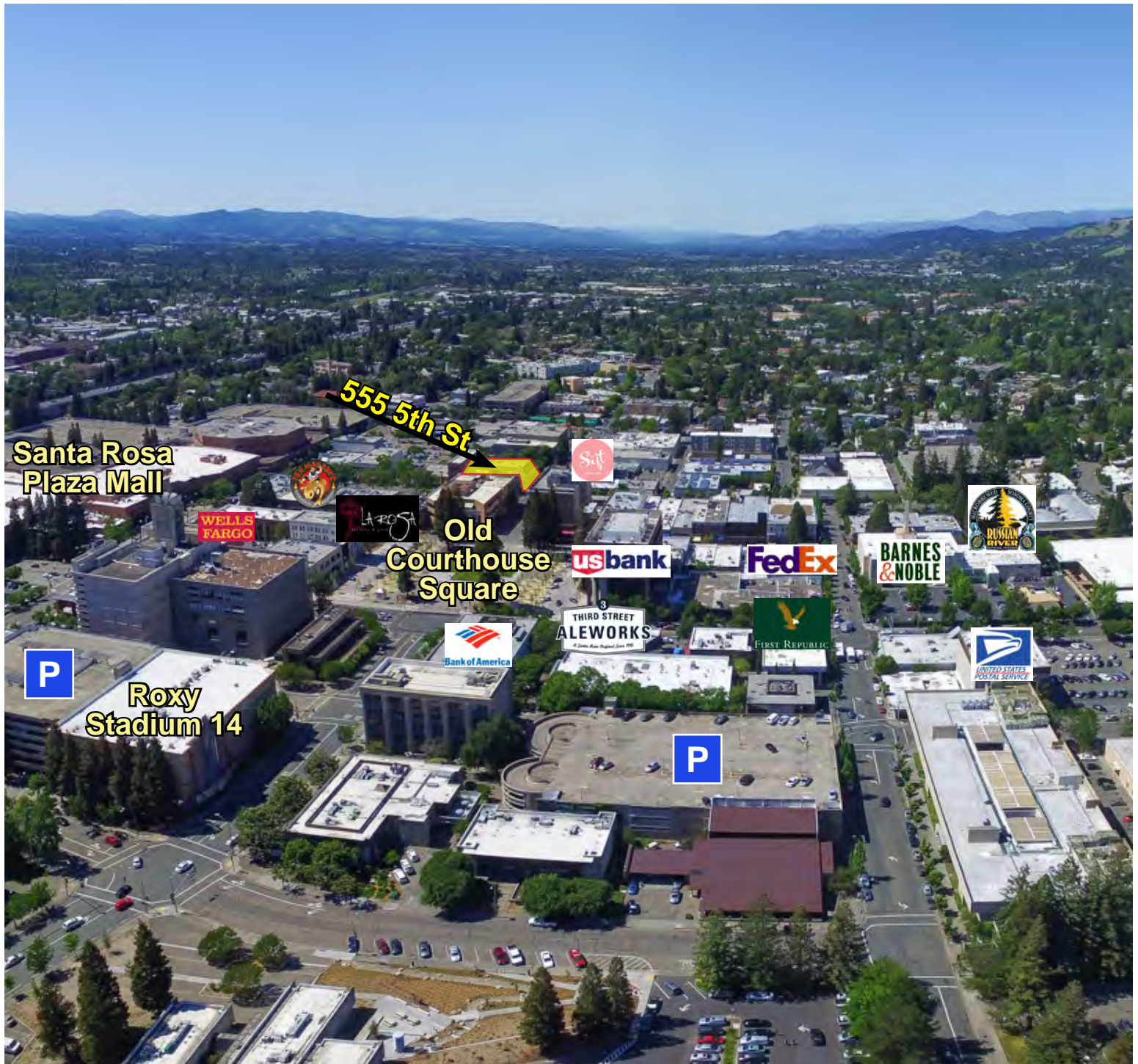
555 5th Street, Santa Rosa, California



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Santa Rosa Downtown Office Space for Lease

555 5th Street, Santa Rosa, California





SOMO VILLAGE

ONE COMMUNITY ONE PLACE.

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heather.trimble@cushwake.com
CA LIC #02041605

HIGHLIGHTS:

- 200 - acre property in Rohnert Park CA
- Ceiling heights +/- 16 feet
- Industrial space available
- Up to 10,000Amps of power
- Bike/walking path directly to SMART Train Station
- Electric vehicle charging stations powered by clean energy
- On-site property management

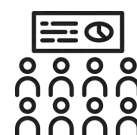




H I G H L I G H T S



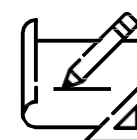
On-site Restaurant
Bar & Music Venue



On-site Conference
Room & Space



Seasonal
Food Trucks



Build to
Suit Available



1/2 mile From
SMART Train



Abundant on-
site Parking



33 Acre
Business Core



Office & Industrial
Space Available

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DEVELOPMENT PLAN

LEGEND

1. Main Access Point
2. Existing Road
3. Wetland Area
4. Existing Parking Lot
5. Landscape Screening
6. Reconfigured Parking Lot
7. Residential Parcel
8. Parks
9. Mixed Use Parcel
10. Existing City Well
11. Recommended Transit Stop
12. Smart Trail | Bike & Walk Path



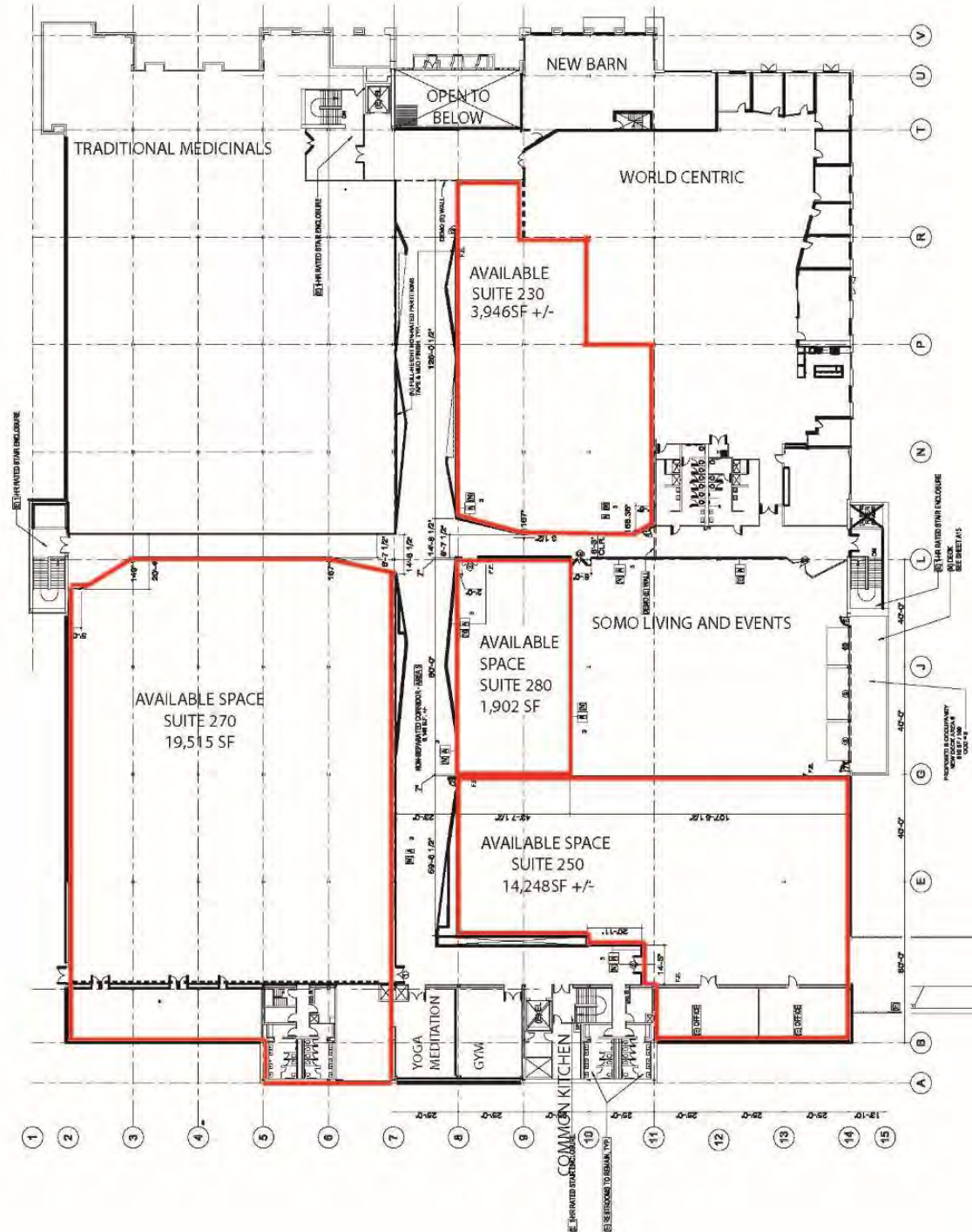


+



HIGHLIGHTS:

- + Building size: $\pm 200,000$ SF
- 1400 2nd floor, Suite 230, 3,946sf
- 1400 2nd floor, Suite 250, 14,248sf
- 1400 2nd floor, Suite 270, 19,515sf
- + Office / R&D / Warehouse
- + 16' plus ceiling height
- + Freight elevator accessible
- + Secured access
- + Abundant parking
- + 2000 amps/480 volt, 3 phase electrical capacity, per transformer, 2 transformers



SOMO 1400 | 2ND FLOOR





+



HIGHLIGHTS:

+ Building size: ±132,000 SF

1500 1st floor, Suite 120, 20,942sf

+ Divisible

+ Open floor plan

+ 16' ceiling height

+ Secured access

+ Abundant parking

+ 1600 amps/480 volt/3 phase
electrical capacity, per transformer,
2 transformers.



SOMO 1500 | 1ST FLOOR



+



HIGHLIGHTS:

+ Building size: ±132,000 SF

1500 2nd floor East, Suite 200, 32,544sf

1500 2nd floor West, Suite 210, 24,613sf

+ Divisible

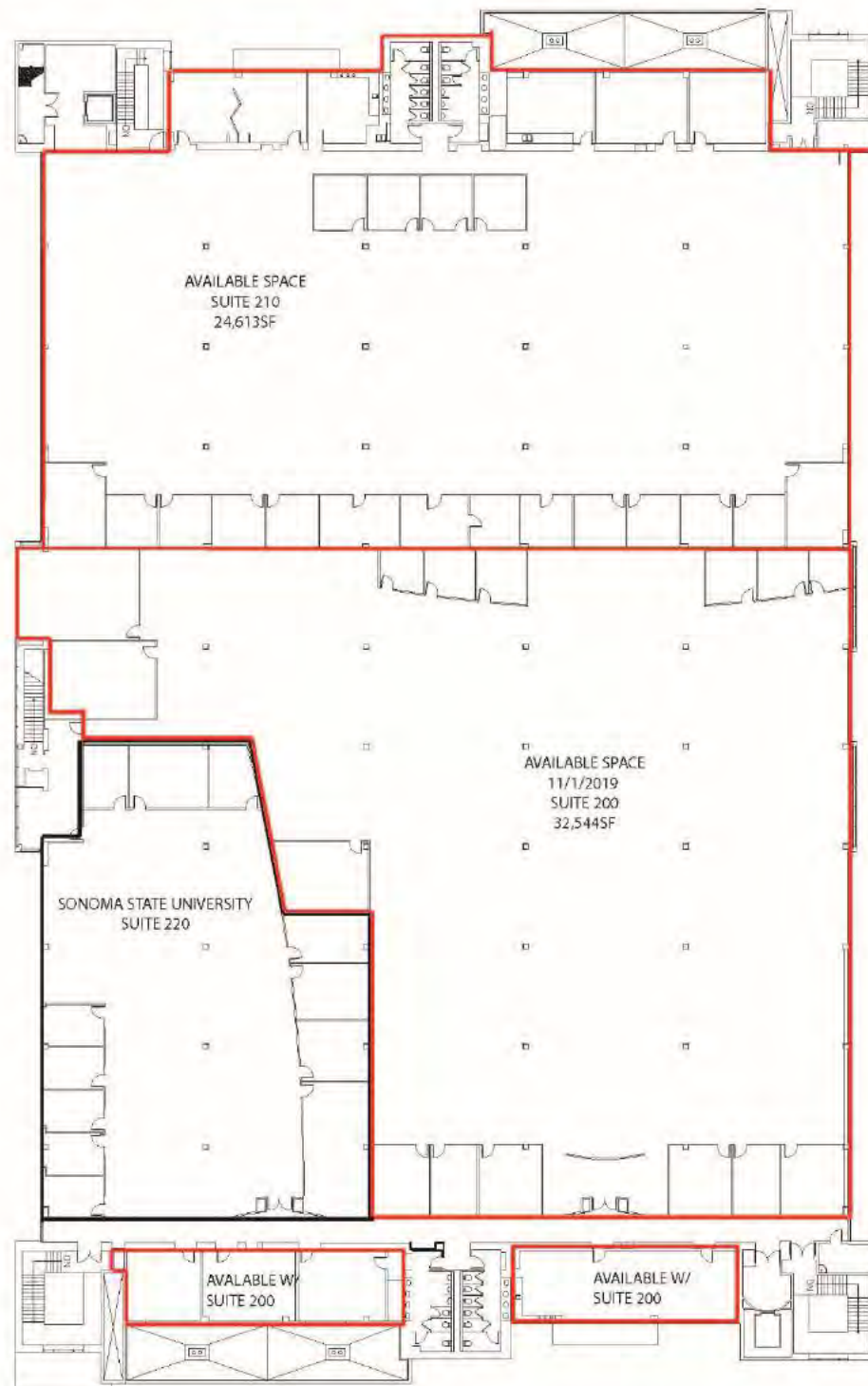
+ Open floor plan

+ 16' ceiling height

+ Secured access

+ Abundant parking

+ 1600 amps/480 volt/3 phase
electrical capacity, per transformer, 2
transformers.



SOMO 1500 | 2ND FLOOR



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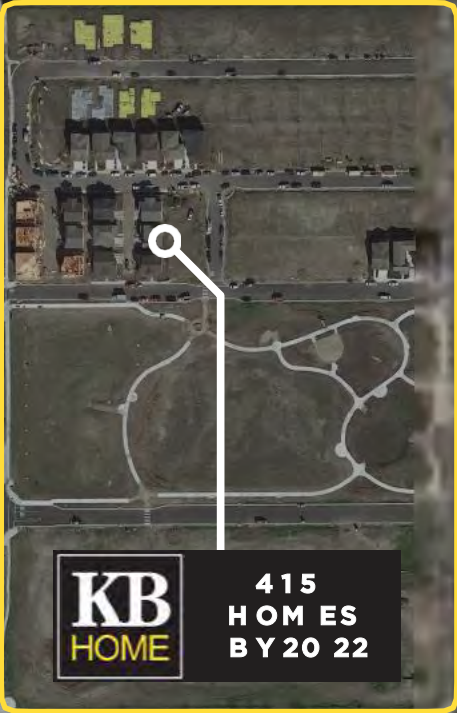
ROHNERT PARK, CA

1300

1500

1400

1200



415
HOMES
BY 20 22

VALLEY HOUSE DR

T E S T I M O N I A L



The team at SOMO Village worked tirelessly with Credo High School to provide us a new home for our public Waldorf high school. The opportunity for Credo to join this visionary, mixed-use community continues to be a substantial attraction and benefit to our faculty, students and families.

- Chip Romer, Executive Director



T E S T I M O N I A L



SOMO Village is the ideal home for Traditional Medicinals. This vibrant and sustainable oriented community, located in the center of Sonoma County, has proven to be a perfect fit for us to grow our business and workforce.

-Blair Kellison, CEO



S O M O



Awards:

- Platinum Level Certification by LEED-ND
- SF Business Times and Silicon Valley Business Journal Best Places to Work, 3x winner
- North Bay Best Places to Work, 7x winner
- Bay Area Healthiest Employer, 3x winner
- Fit Friendly Platinum Workplace, 3x winner

Future Development:

Development plans are approved for 1,700 homes surrounding the business core. Providing an innovative, high quality, live-work community with 33 acres of parks centered in the neighborhoods .

Current tenants:

- Keysight Technologies
- Morton and Bassett Spices
- Traditional Medicinals
- Credo High School
- Rieke Packaging Systems
- Comcast
- AT&T



O N E C O M M U N I T Y

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555 5th St - Upton Building
Santa Rosa, CA 95401 - Santa Rosa Submarket



BUILDING

Type:	Class B Office
Tenancy:	Multiple
Year Built:	1985
RBA:	22,274 SF
Floors:	3
Typical Floor:	7,425 SF

AVAILABILITY

Min Divisible:	2,536 SF
Max Contig:	2,536 SF
Total Available:	2,536 SF
Asking Rent:	\$21.00/FS

EXPENSES PER SF

Taxes:	\$2.47 (2018)
--------	---------------

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 3rd	320	Office	Direct	2,536	2,536	2,536	\$21.00/FS	Vacant	3 - 5 Yrs

Building presently offers and 3rd floor 2,536± sf office suite available for lease. Space features five private offices, conference room, reception area, file room and kitchenette. Building is elevator served and tenants have shared access to the common area conference room on the third floor. Excellent downtown location.

SALE

Last Sale: Sold on Dec 31, 1992 for \$1,150,000 (\$51.63/SF)

TRANSPORTATION

Airport: 13 minute drive to Sonoma County Airport

Walk Score ®: Walker's Paradise (90)

Transit Score ®: Some Transit (49)

KEY TENANTS

The Engine is Red	4,177 SF	Randstad General Partner US LLC	2,221 SF
Med Evals CA	1,746 SF	Clean Concrete Technologies	1,650 SF
Sustainable Enterprise Conference	1,650 SF	Compex Legal Services Inc	1,400 SF

BUILDING NOTES

Corner of 5th Street and Mendocino Avenue in Downtown Santa Rosa.



100 B St

Santa Rosa, CA 95401 - Santa Rosa Submarket

**BUILDING**

Type:	Class A Office
Tenancy:	Multiple
Year Built:	1988
RBA:	46,839 SF
Floors:	4
Typical Floor:	11,709 SF

AVAILABILITY

Min Divisible:	2,976 SF
Max Contig:	4,776 SF
Total Available:	7,752 SF
Asking Rent:	\$23.40/FS

EXPENSES PER SF

Taxes:	\$0.96 (2018)
Opex:	\$6.34 (2013)

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	110	Office	Direct	4,776	4,776	4,776	\$23.40/FS	Vacant	Negotiable
P 2nd	220	Office	Direct	2,976	2,976	2,976	\$23.40/FS	Vacant	Negotiable

SALE

Last Sale: Portfolio of 5 Office Properties in Santa Rosa, CA Sold on May 29, 2014 for \$13,400,000 (\$79.26/SF)

TRANSPORTATION

Parking: 100 Reserved Spaces are available; Ratio of 2.07/1,000 SF

Airport: 13 minute drive to Sonoma County Airport

Walk Score ®: Walker's Paradise (90)

Transit Score ®: Some Transit (49)

KEY TENANTS

Carle, Mackie, Power & Ross, LLP	9,941 SF	Dickenson Peatman & Fogarty	4,855 SF
Poppy Bank	2,563 SF	Wildfire Trial Attorneys	1,000 SF



418 B St

Santa Rosa, CA 95401 - Santa Rosa Submarket

**BUILDING**

Type:	Class B Office
Tenancy:	Multiple
Year Built:	1990
RBA:	17,150 SF
Floors:	4
Typical Floor:	4,400 SF

AVAILABILITY

Min Divisible:	3,500 SF
Max Contig:	3,500 SF
Total Available:	3,500 SF
Asking Rent:	\$21.60/FS

EXPENSES PER SF

Taxes:	\$1.40 (2018)
--------	---------------

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Office	Direct	3,500	3,500	3,500	\$21.60/FS	30 Days	1 - 5 Yrs

This ±3,500 SF first floor suite offers significant exposure from B Street, a main thoroughfare of Downtown Santa Rosa. Landlord has performed recent improvements, including new building entrance and is in the process of

SALE

Last Sale: Sold on Apr 28, 2016 for \$1,810,000 (\$105.54/SF)

TRANSPORTATION

Airport: 13 minute drive to Sonoma County Airport

Walk Score ®: Very Walkable (88)

Transit Score ®: Some Transit (49)

KEY TENANTS

Smith & Dollar Law Office	4,400 SF	Alex Provost	3,000 SF
Commercial Management Group/Next Investments	3,000 SF	Dtr Consulting Svc	2,500 SF
Western States Mortgage & Loan	600 SF	Homebase Real Estate & Loans	450 SF

BUILDING NOTES

Property Description: Mid Rise (4 - 8 sty) Property Use Description: Mid Rise (4 - 8 sty)



490 Mendocino Ave - 490 Mendocino Avenue
Santa Rosa, CA 95401 - Santa Rosa Submarket



BUILDING

Type:	Class B Office
Tenancy:	Multiple
Year Built:	1955; Renov 2005
RBA:	41,358 SF
Floors:	2
Typical Floor:	20,679 SF

AVAILABILITY

Min Divisible:	1,219 SF
Max Contig:	6,677 SF
Total Available:	24,023 SF
Asking Rent:	\$21.00 - \$23.40

EXPENSES PER SF

Taxes:	\$2.94 (2018)
Opex:	\$4.79 (2012-Est)

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	101/102	Office	Direct	6,677	6,677	6,677	\$23.40/FS	Vacant	3 - 10 Yrs
Ground floor office featuring an elegant tiled lobby and reception areas, eleven (11) glass-lined private offices, two (2) separate conference rooms, kitchenette, secure server room with independent cooling system and dedicated electrical circuitry, copy room, admin office and abundant open area for work stations.									
P 1st	103	Office	Direct	2,765	2,765	2,765	\$21.00/FS	Vacant	3 - 10 Yrs
Ground floor office with kitchen/break room and shower room.									
P 1st	107	Office	Direct	1,232	1,232	1,232	\$21.00/MG	Vacant	5 Yrs
Coffee Shop/Café Space Three (3) Floor Drains, 3-Compartment Sink, Hand Wash Sink, Serving Counters Building Signage Available Ideal Location for a Coffee Shop, Café, Restaurant, Bakery, Ice Cream/Frozen Yogurt, Salon, etc.									
P 2nd	206	Office	Direct	4,164	4,164	4,164	\$23.40/FS	Vacant	3 - 10 Yrs
Second floor office featuring nine (9) private offices, conference room, kitchen/break room, server and a storage rooms. Office provides for extensive glass line along the perimeter of the building and an impressive private office in the corner tower.									
P 2nd	202	Office	Direct	5,626	5,626	5,626	\$21.00/FS	Vacant	3 - 10 Yrs
Second floor office featuring three (3) private offices, conference room, kitchen/break room, copy/work room and open area for work stations.									
P 2nd	205	Office	Direct	1,219	1,219	1,219	Withheld	Vacant	3 - 10 Yrs
Second floor corner office featuring two (2) private offices, conference room and reception area. Office has full length exterior glass-line and interior views to the atrium.									

SALE

Last Sale: Sold on Jan 2, 2015 for \$9,550,000 (\$230.91/SF) at 6.50% Cap



490 Mendocino Ave - 490 Mendocino Avenue
Santa Rosa, CA 95401 - Santa Rosa Submarket



TRANSPORTATION

Parking:	Ratio of 0.00/1,000 SF
Airport:	12 minute drive to Sonoma County Airport
Walk Score ®:	Walker's Paradise (93)
Transit Score ®:	Some Transit (49)

KEY TENANTS

Department of Health Services	9,442 SF	Whitlock & Weinberger Trnsprtn	5,535 SF
Manpower	2,349 SF	Manpower Llc	2,349 SF
Mary Kay Cosmetics	1,240 SF	Serendipity Salon, Inc.	1,240 SF

2245 Mendocino Ave
Santa Rosa, CA 95403 - Santa Rosa Submarket



BUILDING

Type:	Class B Office
Tenancy:	Single
Year Built:	1986
RBA:	19,468 SF
Floors:	2
Typical Floor:	9,734 SF

AVAILABILITY

Min Divisible:	1,204 SF
Max Contig:	6,656 SF
Total Available:	12,166 SF
Asking Rent:	\$19.20/FS

EXPENSES PER SF

Taxes:	\$1.76 (2018)
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SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	1B	Office	Direct	6,656	6,656	6,656	\$19.20/FS	30 Days	3 - 5 Yrs
13 private offices, conference room, kitchenette, work room, storage, cubicles & reception/ waiting roo									
P 2nd	2B	Office	Direct	2,372	5,510	5,510	\$19.20/FS	30 Days	3 - 5 Yrs
7 private offices, conference room, work room/ storage, cubicles & reception/ waiting area									
P 2nd	2C	Office	Direct	1,204	5,510	5,510	\$19.20/FS	30 Days	3 - 5 Yrs
7 private offices, conference room, work room/ storage, reception/ waiting area & deck									
P 2nd	2D	Office	Direct	1,934	5,510	5,510	\$19.20/FS	30 Days	3 - 5 Yrs

SALE

Last Sale: Sold on Oct 30, 1996 for \$2,125,000 (\$109.15/SF) at 10.09% Cap

TRANSPORTATION

Parking:	74 Surface Spaces are available; Ratio of 3.80/1,000 SF
Airport:	11 minute drive to Sonoma County Airport
Walk Score ®:	Very Walkable (85)
Transit Score ®:	Some Transit (38)

KEY TENANTS

Chase Bank	4,000 SF
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BUILDING NOTES

This modern high identity two-story building provides a professional setting in Central Santa Rosa. Building and monument signage is potentially available. Great glass line design, elevator service, formal lobby, flexible floor plans and two common area restrooms on each floor. Tenant



2245 Mendocino Ave
Santa Rosa, CA 95403 - Santa Rosa Submarket



BUILDING NOTES

improvements are negotiable. Signature property in excellent location of Central Santa Rosa. Walking distance to multiple services. Centrally located with easy highway access. Close proximity to public transportation, County offices, Santa Rosa Junior College, restaurants, banking and retail stores. Co-tenant is JP Morgan Chase Bank Branch.



3333 Mendocino Ave
Santa Rosa, CA 95403 - Santa Rosa Submarket



BUILDING

Type:	Class B Office
Tenancy:	Multiple
Year Built:	1981
RBA:	44,230 SF
Floors:	2
Typical Floor:	22,115 SF

AVAILABILITY

Min Divisible:	1,752 SF
Max Contig:	4,781 SF
Total Available:	9,044 SF
Asking Rent:	\$25.80 - \$27.00/FS

EXPENSES PER SF

Taxes:	\$1.80 (2018)
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SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	100	Office	Direct	4,781	4,781	4,781	\$27.00/FS	Vacant	3 - 5 Yrs
Architecturally distinctive two story office. Prominent corner at busy signalized intersection. Building and monument signage possible. Minutes from restaurants, executive housing, hotel and conference facilities, and championship golf courses. Quick and easy access to Highway 101. Free on-site parking conveniently surrounds the building. Well maintained project with responsive local management.									
P 2nd	240	Office	Direct	2,511	4,263	4,263	\$25.80/FS	Vacant	3 - 5 Yrs
Architecturally distinctive two story office. Prominent corner at busy signalized intersection. Building and monument signage possible. Minutes from restaurants, executive housing, hotel and conference facilities, and championship golf courses. Quick and easy access to Highway 101. Free on-site parking conveniently surrounds the building. Well maintained project with responsive local management.									
P 2nd	230	Office	Direct	1,752	4,263	4,263	\$25.80/FS	Vacant	3 - 5 Yrs
Architecturally distinctive two story office. Prominent corner at busy signalized intersection. Building and monument signage possible. Minutes from restaurants, executive housing, hotel and conference facilities, and championship golf courses. Quick and easy access to Highway 101. Free on-site parking conveniently surrounds the building. Well maintained project with responsive local management.									

SALE

Last Sale: Portfolio of 7 Office Properties in Santa Rosa, CA Sold on Jan 31, 2017 for \$43,900,500 (\$128.06/SF)

TRANSPORTATION

Parking:	Surface Spaces @ \$0.00/mo; Ratio of 3.35/1,000 SF
Airport:	10 minute drive to Sonoma County Airport
Walk Score ®:	Somewhat Walkable (57)
Transit Score ®:	Some Transit (39)



3333 Mendocino Ave
Santa Rosa, CA 95403 - Santa Rosa Submarket



KEY TENANTS

Clement, Fitzpatrick, & Kenworthy	10,896 SF	Kaiser Permanente	9,841 SF
Welty Weaver & Currie	3,755 SF	Freedom Mortgage Corp	2,936 SF
Pacific Union International	2,281 SF	DeSantis Law Group, Inc	920 SF

50 Santa Rosa Ave - North Coast Bank
Santa Rosa, CA 95404 - Santa Rosa Submarket



BUILDING

Type:	Class B Office
Tenancy:	Multiple
Year Built:	1967; Renov 2005
RBA:	38,440 SF
Floors:	5
Typical Floor:	7,688 SF

AVAILABILITY

Min Divisible:	747 SF
Max Contig:	6,979 SF
Total Available:	7,726 SF
Asking Rent:	\$22.20/FS

EXPENSES PER SF

Taxes:	\$1.21 (2018)
Opex:	\$2.76 (2012)

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 2nd	200	Office	Direct	4,549	6,979	6,979	\$22.20/FS	30 Days	Negotiable
Suite 200: 4,549± sf consisting of 11 private offices, 2 conference rooms, break room, server room and open office for workstations.									
P 2nd	210	Office	Direct	2,430	6,979	6,979	\$22.20/FS	30 Days	3 - 5 Yrs
Suite 210: 2,430± sf consisting of 2-3 private offices, 1-2 conference rooms, high tech type improvements, breakroom and open space for workstations.									
P 3rd	350	Office	Direct	747	747	747	\$22.20/FS	30 Days	3 - 5 Yrs
Suite 350: 747± sf.									

SALE

Last Sale: Sold on Aug 31, 2007 for \$7,700,000 (\$200.31/SF) at 6.53% Cap

AMENITIES

Air Conditioning, Banking, Bus Line, Central Heating, Conferencing Facility, Kitchen, Natural Light, Reception, Signage

TRANSPORTATION

Parking:	Ratio of 0.00/1,000 SF
Airport:	13 minute drive to Sonoma County Airport
Walk Score ®:	Walker's Paradise (92)
Transit Score ®:	Some Transit (49)



50 Santa Rosa Ave - North Coast Bank
Santa Rosa, CA 95404 - Santa Rosa Submarket



KEY TENANTS

Santa Rosa Symphony	7,960 SF	Sonoma Clean Power	7,444 SF
Cipolla Financial	1,616 SF	Bank of Marin	1,312 SF
ArchiLOGIX	1,300 SF	Strada Resources Inc	1,114 SF

BUILDING NOTES

50 Santa Rosa Avenue is located in the heart of Downtown Santa Rosa and is centrally located near the City's best restaurants and largest banks. Walking distance from Hyatt Vineyard Creek Hotel, Spa, and Convention Center, Sonoma County Bar Association, U.S. Bankruptcy Court, State Government Building, Retail Shopping, and Theatres. Conveniently located near major public transportation and Highway 101, offering easy access for both employees and clients.

111 Santa Rosa Ave
Santa Rosa, CA 95404 - Santa Rosa Submarket



BUILDING

Type:	Class A Office
Tenancy:	Multiple
Year Built:	1990
RBA:	66,871 SF
Floors:	4
Typical Floor:	10,798 SF

AVAILABILITY

Min Divisible:	2,200 SF
Max Contig:	16,696 SF
Total Available:	16,696 SF
Asking Rent:	Withheld

EXPENSES PER SF

Taxes:	\$1.96 (2018)
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SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	110	Office	Direct	2,200 - 9,510	9,510	16,696	Withheld	Vacant	Negotiable
Class A+ Professional Office Space For Lease! First class improvements with exterior private offices with abundant exterior glass and great views. May be leased as either whole 9,510 SF or in smaller divisions starting at 2,200 SF. Please refer to attached marketing flyer for 5 different potential divisions into 2 suites each.									
P 3rd	310	Office	Direct	4,823	4,823	16,696	Withheld	Vacant	Negotiable
Class A+ Professional Office Space For Lease! First class improvements with exterior private offices with abundant exterior glass and great views. Third floor has expansive private balcony. Please refer to attached marketing flyer for potential divisions. Amenities include: walking distance to Downtown retail, upscale building lobby, on-site parking, public parking across the street, building signage available for larger tenants, high identity "gateway" location, located in City's free Wi-Fi coverage area, adjacent to Prince Memorial Greenway walking & bike path, one block from Transit Mall. Ask about on site parking rates. The building is located on Santa Rosa Avenue and 1st Street across from City Hall. This is a "gateway" location in Downtown Santa Rosa as it is located at the entrance to Downtown on Santa Rosa Avenue. Walking distance to all Downtown & Railroad Square retail amenities. Easy freeway access to Hwy 101 & Hwy 12 via 3rd Street interchanges.									
P 4th	401	Office	Direct	2,363	2,363	16,696	Withheld	Vacant	Negotiable
Class A+ Professional Office Space For Lease! First class improvements with exterior private offices with abundant exterior glass and great views. Please refer to attached marketing flyer for potential divisions. Amenities include: walking distance to Downtown retail, upscale building lobby, on-site parking, public parking across the street, building signage available for larger tenants, high identity "gateway" location, located in City's free Wi-Fi coverage area, adjacent to Prince Memorial Greenway walking & bike path, one block from Transit Mall. Ask about on site parking rates. The building is located on Santa Rosa Avenue and 1st Street across from City Hall. This is a "gateway" location in Downtown Santa Rosa as it is located at the entrance to Downtown on Santa Rosa Avenue. Walking distance to all Downtown & Railroad Square retail amenities. Easy freeway access to Hwy 101 & Hwy 12 via 3rd Street interchanges.									

SALE

Last Sale: Sold on Aug 10, 2017 for \$12,400,000 (\$185.43/SF) at 8.44% Cap



111 Santa Rosa Ave
Santa Rosa, CA 95404 - Santa Rosa Submarket



TRANSPORTATION

Parking:	Surface Spaces @ \$0.00/mo
Airport:	13 minute drive to Sonoma County Airport
Walk Score ®:	Walker's Paradise (90)
Transit Score ®:	Some Transit (49)

KEY TENANTS

West America Bank	19,266 SF	Mullen & Filippi	8,952 SF
Bollinger, Glenn, Guattery, Gunn & McAravy	3,010 SF	C Scott Kirk	2,131 SF
Arbitration & Mediation Center	2,018 SF	Newmark Knight Frank	1,672 SF

141 Stony Cir - 141 Stony Circle
Santa Rosa, CA 95401 - Santa Rosa Submarket



BUILDING

Type:	Class B Office
Tenancy:	Multiple
Year Built:	1988
RBA:	66,466 SF
Floors:	2
Typical Floor:	33,233 SF

AVAILABILITY

Min Divisible:	702 SF
Max Contig:	8,252 SF
Total Available:	24,196 SF
Asking Rent:	\$21.00/FS

EXPENSES PER SF

Taxes:	\$1.34 (2013)
Opex:	\$6.42 (2013)
Total Expenses:	\$7.76 (2013)

SPACES

Floor	Suite	Use	Type	SF Avail	Fir Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	155	Office	Direct	1,512	1,512	1,512	\$21.00/FS	Vacant	Negotiable
P 1st	150	Office	Direct	2,525	2,525	2,525	\$21.00/FS	Vacant	Negotiable
P 1st	100	Office	Direct	4,502	4,502	4,502	\$21.00/FS	Mar 2020	Negotiable
P 1st	140	Office	Direct	8,252	8,252	8,252	\$21.00/FS	Mar 2020	Negotiable
P 2nd	220	Office	Direct	1,637	1,637	1,637	\$21.00/FS	Vacant	Negotiable
1 Private Office; Large Open/Conference Area; Large Bullpen Area with Kitchenette									
P 2nd	202	Office	Direct	2,873	2,873	2,873	\$21.00/FS	Vacant	Negotiable
2 Large Private Offices on Glassline; Very Large Storage/Side Room; Conference Room; Reception/Waiting Area									
P 2nd	219	Office	Direct	2,193	2,193	2,193	\$21.00/FS	Vacant	Negotiable
P 2nd	205	Office	Direct	702	702	702	\$21.00/FS	Vacant	Negotiable

SALE

Last Sale:	Portfolio of 5 Office Properties in Santa Rosa, CA Sold on May 29, 2014 for \$13,400,000 (\$79.26/SF)
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TRANSPORTATION

Parking:	160 free Surface Spaces are available; Covered Spaces @ \$0.00/mo; Ratio of 2.41/1,000 SF
Airport:	15 minute drive to Sonoma County Airport
Walk Score ®:	Somewhat Walkable (55)
Transit Score ®:	Some Transit (26)



141 Stony Cir - 141 Stony Circle
Santa Rosa, CA 95401 - Santa Rosa Submarket



KEY TENANTS

St Joseph Health Systems	12,751 SF	Sonoma County Economic Development Board Foundatio	5,278 SF
Farmers Insurance	3,943 SF	John Muir Charter Schools	2,441 SF
Rodman & Associates	2,386 SF	Stony Point Travel	1,800 SF

BUILDING NOTES

The Courtyard at Stony Point. Opportunities are available ranging from 443± sf to 5,518± sf. Enclosed landscaped center atrium. Convenient on-site parking. Competitively priced! One mile west of Downtown Santa Rosa and half a mile north of Highway 12. Adjacent to Finley Avenue Community Park, a 22-acre regional park with swim center. Highly visible and strategically located within the 500,000± sf Stony Point Business Park. Two-story multi-tenant office building with frontage on Stony Point Road and Stony Point Circle featuring a large atrium with carpet, marble and granite flooring, an overhead skylight and a water feature running through the entire length of the center of the building. Located in the Stony Point Business Park, south of W. College Ave. & west of W. 9th St. Hwy 101 is +/- one mile east and Hwy 12 is +/- one mile south of the property. Adjacent to Finley Park and Swim Center.



70 Stony Point Rd
Santa Rosa, CA 95401 - Santa Rosa Submarket



BUILDING

Type:	Class B Office
Tenancy:	Multiple
Year Built:	2001
RBA:	19,337 SF
Floors:	1
Typical Floor:	19,337 SF

AVAILABILITY

Min Divisible:	2,637 SF
Max Contig:	2,637 SF
Total Available:	2,637 SF
Asking Rent:	Withheld

EXPENSES PER SF

Taxes:	\$2.11 (2018)
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SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	A	Office	Direct	2,637	2,637	2,637	Withheld	Vacant	Negotiable
• Lakefront office building • Lake view, end suite • Move-in ready suite available • Floor to ceiling windows • Outdoor BBQ, picnic area and a beautiful lake • Free ample covered parking for your employees and clients • Park like setting with 3 lakes, meandering pathways and water features • Many amenities and business services within walking distance • Close proximity to Downtown Santa Rosa • Prompt decision-making and uncomplicated negotiations by local, reputable owner									

SALE

Last Sale: Portfolio of 7 Office Properties in Santa Rosa, CA Sold on Jan 31, 2017 for \$43,900,500 (\$128.06/SF)

TRANSPORTATION

Parking:	211 free Surface Spaces are available; Covered Spaces @ \$0.00/mo; Ratio of 5.00/1,000 SF
Airport:	15 minute drive to Sonoma County Airport
Walk Score ®:	Somewhat Walkable (54)
Transit Score ®:	Some Transit (26)

KEY TENANTS

Jeff Luchetti Construction	4,557 SF	Aesthetic Laser & Vein Center	3,958 SF
Stony Point Dental	3,042 SF	U.S. Bank Home Mortgage	2,579 SF
Pinnacle Capital Mortgage	2,555 SF		

BUILDING NOTES

70 Stony Point Road is a one story office/retail building located right on Stony Point Road and nestled below the two-story office buildings that make up Stony Point Lake. Already home to Stony Point Dental Care and Aesthetic Laser and Vein Center of the North Bay, this building can accommodate other medical uses or traditional office users. Abundant parking and close to all amenities. Easily accessible from Hwy 12, College Avenue and West 9th Street.



100 Stony Point Rd
Santa Rosa, CA 95401 - Santa Rosa Submarket

**BUILDING**

Type:	Class A Office
Tenancy:	Multiple
Year Built:	1990
RBA:	66,169 SF
Floors:	2
Typical Floor:	33,084 SF

AVAILABILITY

Min Divisible:	399 SF
Max Contig:	9,935 SF
Total Available:	17,065 SF
Asking Rent:	\$22.92 - \$24.24/FS

EXPENSES PER SF

Taxes:	\$1.19 (2012)
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SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	125B	Office	Sublet	3,333	9,935	9,935	\$22.92/FS	Vacant	Thru Jan 2023
DESCRIPTION OF PREMISES - FEATURES • Floor to ceiling windows • Picnic area and a beautiful lake • Free ample parking for your employees and clients • Move-in ready suite • Park like setting with 3 lakes, meandering pathways and water features • Many amenities and business services within walking distance • Close proximity to Downtown Santa Rosa DESCRIPTION OF LOCATION - AREA The location provides close proximity to the region's executive housing and over 3.4 million square feet of regional retail amenities within a two mile radius. Nearby retail amenities include Coddington Mall, the region's shopping mall and Santa Rosa's primary retail destination. Coddington Mall has over 45 stores and features Whole Foods, Target, Macy's and Nordstrom Rack.									
P 1st	125C	Office	Sublet	6,602	9,935	9,935	\$22.92/FS	Vacant	Thru Jan 2023
DESCRIPTION OF PREMISES - FEATURES • Floor to ceiling windows • Picnic area and a beautiful lake • Free ample parking for your employees and clients • Move-in ready suite • Park like setting with 3 lakes, meandering pathways and water features • Many amenities and business services within walking distance • Close proximity to Downtown Santa Rosa DESCRIPTION OF LOCATION - AREA The location provides close proximity to the region's executive housing and over 3.4 million square feet of regional retail amenities within a two mile radius. Nearby retail amenities include Coddington Mall, the region's shopping mall and Santa Rosa's primary retail destination. Coddington Mall has over 45 stores and features Whole Foods, Target, Macy's and Nordstrom Rack.									
P 2nd	210	Office	Direct	4,952	4,952	4,952	Withheld	Vacant	Negotiable
10 private offices, conference room, work room and open space									
P 2nd	244	Office	Direct	399	399	399	Withheld	Vacant	Negotiable
P 2nd	240	Office	Sublet	1,080	1,080	1,080	\$24.24/FS	Vacant	Thru Jan 2022
DESCRIPTION OF PREMISES - FEATURES • Floor to ceiling windows • Outdoor BBQ, picnic area and a beautiful lake • Free ample parking for your employees and clients • Move-in ready suite • Park like setting with 3 lakes, meandering pathways and water features • Many amenities and business services within walking distance • Close proximity to Downtown Santa Rosa DESCRIPTION OF LOCATION - AREA The location provides close proximity to the region's executive housing and over 3.4 million square feet of regional retail amenities within a two mile radius. Nearby retail amenities include Coddington Mall, the region's shopping mall and Santa Rosa's primary retail destination. Coddington Mall has over 45 stores and features Whole Foods, Target, Macy's and Nordstrom Rack.									
P 2nd	265	Office	Direct	699	699	699	Withheld	Jun 2020	Negotiable

SALE

Last Sale: Portfolio of 7 Office Properties in Santa Rosa, CA Sold on Jan 31, 2017 for \$43,900,500 (\$128.06/SF)



100 Stony Point Rd
Santa Rosa, CA 95401 - Santa Rosa Submarket



AMENITIES

Property Manager on Site

TRANSPORTATION

Parking: 211 Surface Spaces are available; 40 Covered Spaces are available; Ratio of 4.00/1,000 SF

Airport: 15 minute drive to Sonoma County Airport

Walk Score ®: Somewhat Walkable (54)

Transit Score ®: Some Transit (26)

KEY TENANTS

Jordan & Andrews	3,600 SF	Autonet Mobile Inc.	3,334 SF
Abbey Weitzenberg Warren Emrey	3,000 SF	North Bay Commercial Real Estate	3,000 SF
Vantreo Insurance Brokerage	3,000 SF	G&C Auto Body	2,777 SF

BUILDING NOTES

100 Stony Point Road is the first of the three similar buildings at Stony Point Lake. A two story, Class A building with a beautiful two story atrium and skylight. Large parking field affords more than 4/1000, with covered parking available. Easily accessible from Hwy 12, College Avenue or West 9th Street. All amenities are close by.



120 Stony Point Rd
Santa Rosa, CA 95401 - Santa Rosa Submarket



BUILDING

Type:	Class A Office
Tenancy:	Multiple
Year Built:	2000
RBA:	66,353 SF
Floors:	2
Typical Floor:	34,121 SF

AVAILABILITY

Min Divisible:	2,969 SF
Max Contig:	7,837 SF
Total Available:	17,676 SF
Asking Rent:	Withheld

EXPENSES PER SF

Taxes:	\$1.19 (2012)
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SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	125	Office	Direct	6,870	6,870	6,870	Withheld	Vacant	Negotiable
P 2nd	200	Office	Direct	7,837	7,837	7,837	Withheld	Vacant	5 - 10 Yrs
Recent updates to lighting, common area carpet and seating, artwork and backdrops • Onsite Zagster Bikeshare exclusively for our tenants • Floor to ceiling windows • Outdoor BBQ, picnic area and a beautiful lake • Free, ample parking for your employees and clients • Move-in ready suites • Park like setting with 3 lakes, meandering pathways and water features • Many amenities and business services within walking distance • Close proximity to Downtown Santa Rosa									
P 2nd	250	Office	Direct	2,969	2,969	2,969	Withheld	Vacant	Negotiable

SALE

Last Sale: Portfolio of 7 Office Properties in Santa Rosa, CA Sold on Jan 31, 2017 for \$43,900,500 (\$128.06/SF)

AMENITIES

Property Manager on Site

TRANSPORTATION

Parking:	40 Covered Spaces are available; 211 Surface Spaces are available; Ratio of 4.00/1,000 SF
Airport:	16 minute drive to Sonoma County Airport
Walk Score ®:	Somewhat Walkable (52)
Transit Score ®:	Some Transit (26)

KEY TENANTS

The eLearning Guild	6,870 SF	Alpha WMP	5,735 SF
Community Foundation Sonoma County	5,546 SF	Allen Wine Group L L P	3,987 SF
DeepNet	3,361 SF	10,000 Degrees	2,815 SF



120 Stony Point Rd
Santa Rosa, CA 95401 - Santa Rosa Submarket



BUILDING NOTES

120 Stony Point Road is the third two story office building in the Stony Point Lakes trilogy. It has a two story atrium with sky light, abundant parking and reserved, covered parking available. All amenities are close by. Large parking field affords more than 4/1000, with covered parking available. Easily accessible from Hwy 12, College Avenue or West 9th Street. All amenities are close by.

Lease Comps Summary

Lease Comps Report

Deals

Gross Asking Rent Per SF

Gross Starting Rent Per SF

Avg. Months On Market

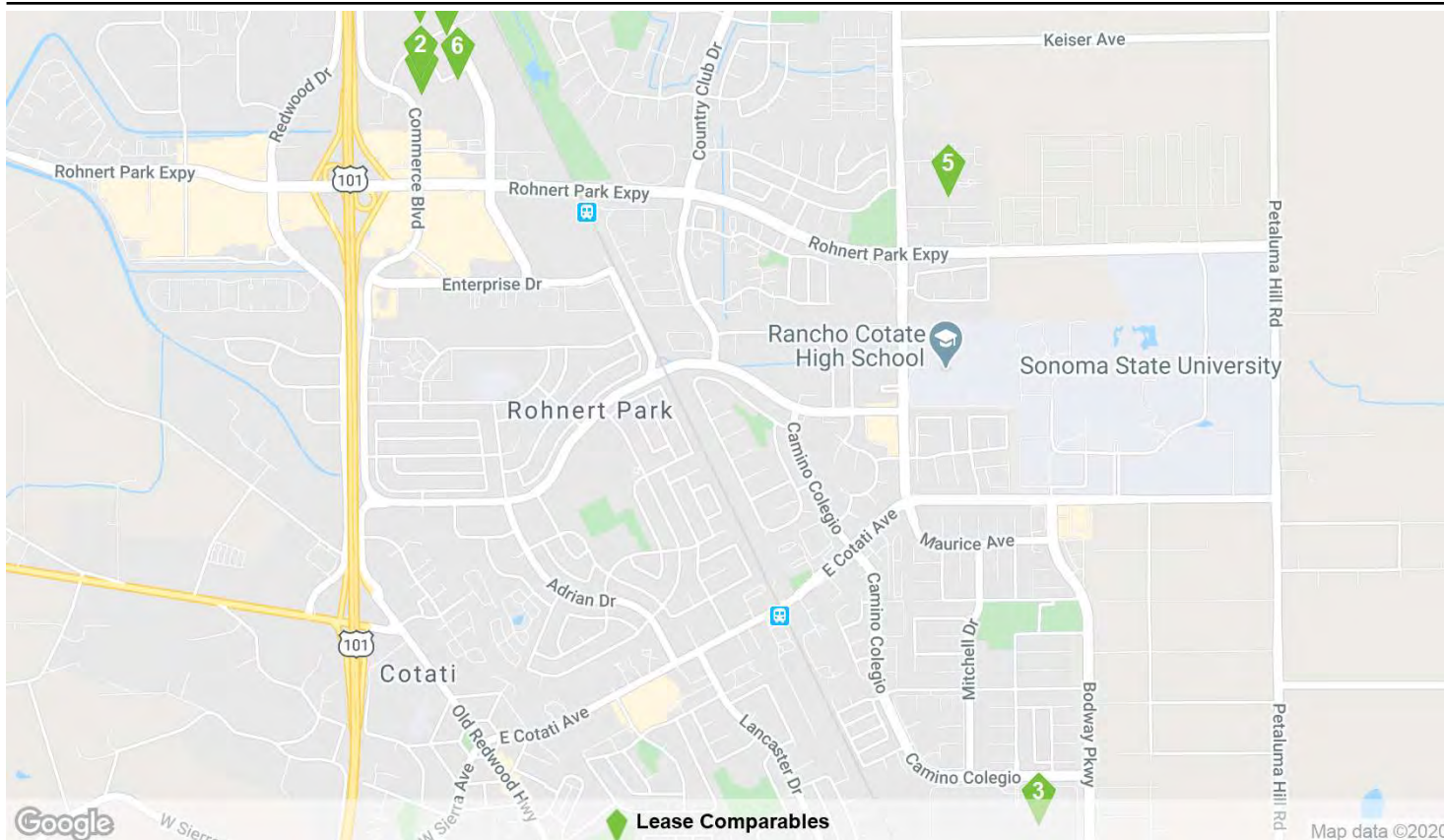
11

\$17.94

\$37.89

36

LEASE COMPARABLES



SUMMARY STATISTICS












Rent	Deals	Low	Average	Median	High
Gross Asking Rent Per SF	9	\$11.88	\$17.94	\$15.12	\$21.00
Gross Starting Rent Per SF	4	\$15.12	\$37.89	\$18.30	\$67.60
Gross Effective Rent Per SF	3	\$15.60	\$39.55	\$19.80	\$67.60
Asking Rent Discount	4	-221.9%	-100.3%	0.0%	3.4%
TI Allowance	1	\$25.00	\$25.00	\$25.00	\$25.00
Months Free Rent	1	4	4	4	4

Lease Attributes	Deals	Low	Average	Median	High
Months on Market	10	5	36	13	104
Deal Size	11	2,019	4,821	3,140	9,483
Lease Deal in Months	4	12.0	38.0	39.0	64.0
Floor Number	11	1	1	1	2



Lease Comps Summary

Lease Comps Report

Property Name - Address	Rating	Lease				Rents	
		SF Leased	Floor	Sign Date	Type	Rent	Rent Type
 6050 Commerce Blvd	★★★★★	2,019	1st	10/2/2019	New	\$15.00/mg	Asking
 6050 Commerce Blvd	★★★★★	2,019	1st	8/28/2019	New	\$15.12/fs	Starting
 6040 Commerce Blvd	★★★★★	2,211	1st	1/21/2019	New	\$19.80/fs	Effective
 6040 Commerce Blvd	★★★★★	2,291	1st	1/1/2019	Renewal	-	-
 SOMO Village 1500 Valley House Dr	★★★★★	8,228	2nd	12/20/2018	New	-	-
 5789 State Farm Dr	★★★★★	7,386	1st	12/5/2018	New	\$21.00/fs	Asking
 1370 Medical Center Drive 1370 Medical Center Dr	★★★★★	3,140	1-2	10/22/2018	New	\$18.00/mg	Asking
 6085 State Farm Dr	★★★★★	9,286	1st	9/7/2018	New	\$15.60/fs	Effective
 5789 State Farm Dr	★★★★★	9,483	1st	7/3/2018	New	\$67.60/fs	Effective
 170 Professional Center Dr	★★★★★	4,000	1st	2/6/2018	New	\$15.00/mg	Asking
 5789 State Farm Dr	★★★★★	2,975	1st	1/11/2018	New	\$11.88/fs	Asking





6050 Commerce Blvd

Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Submarket



LEASE

SF Leased:	2,019 SF
Sign Date:	Oct 2019
Space Use:	Office
Lease Type:	Direct
Floor:	1st Floor
Suite:	100

LEASE TERM

Start Date:	Nov 2019
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TIME ON MARKET

Date On Market:	Mar 2019
Date Off Market:	Oct 2019
Months on Market:	7 Months

LEASING REP

Keegan & Coppin Inc.
1355 N Dutton Ave
Santa Rosa, CA 95401
Douglass A. Braik (707) 528-1400 X245

RENTS

Asking Rent:	\$15.00/MG
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CONCESSIONS AND BUILDOUT

Buildout:	Standard Office
Buildout Status:	Full Build-Out

PROPERTY EXPENSES

Taxes:	\$2.19/SF (2018)
Operating Exp.:	\$1.15/SF (2008)

TIME VACANT

Date Vacated:	Mar 2019
Date Occupied:	Nov 2019
Months Vacant:	7 Months

MARKET AT LEASE

Vacancy Rates	2019 Q4	YOY
Current Building	0.0%	↔ 0.0%
Submarket 1-3 Star	8.8%	▲ 1.4%
Market Overall	5.5%	▲ 1.0%

Same Store Asking Rent/SF	2019 Q4	YOY
Current Building	\$15.00	↔ 0.0%
Submarket 1-3 Star	\$23.55	▲ 0.2%
Market Overall	\$24.17	▲ 0.9%

Submarket Leasing Activity	2019 Q4	YOY
12 Mo. Leased SF	105,289	▼ 56.3%
Months On Market	9.0	▼ 7.3

PROPERTY

Property Type:	Office
Status:	Built 1977
Tenancy:	Multi
Class:	B
Construction:	Wood Frame
Parking:	49 Surface Spaces a...

Rentable Area:	16,000 SF
Stories:	2
Floor Size:	8,000 SF
Vacancy at Lease:	0.0%
Land Acres:	0.88



1 6050 Commerce Blvd

Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Submarket



LEASE

SF Leased:	2,019 SF
Sign Date:	Aug 2019
Space Use:	Office
Lease Type:	Sublease
Floor:	1st Floor
Suite:	100

LEASE TERM

Start Date:	Oct 2019
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TIME ON MARKET

Date On Market:	Mar 2019
Date Off Market:	Sep 2019
Months on Market:	6 Months

LEASING REP

Newmark Knight Frank
111 Santa Rosa Ave, Suite 110
Santa Rosa, CA 95404
Barry Palma (707) 583-8410

RENTS

Asking Rent:	\$15.12/FS
Starting Rent:	\$15.12/FS

CONCESSIONS AND BUILDOUT

Asking Discount:	0.00%
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PROPERTY EXPENSES

Taxes:	\$2.19/SF (2018)
Operating Exp.:	\$1.15/SF (2008)

TIME VACANT

Date Vacated:	Mar 2019
Date Occupied:	Oct 2019
Months Vacant:	7 Months

MARKET AT LEASE

Vacancy Rates	2019 Q3	YOY
Current Building	30.7%	▲ 30.7%
Submarket 1-3 Star	10.1%	▲ 1.3%
Market Overall	5.5%	▲ 0.5%

Same Store Asking Rent/SF	2019 Q3	YOY
Current Building	\$15.12	-
Submarket 1-3 Star	\$23.73	▲ 3.5%
Market Overall	\$24.34	▲ 4.4%

Submarket Leasing Activity	2019 Q3	YOY
12 Mo. Leased SF	161,598	▼ 15.0%
Months On Market	8.9	▼ 6.7

PROPERTY

Property Type:	Office
Status:	Built 1977
Tenancy:	Multi
Class:	B
Construction:	Wood Frame
Parking:	49 Surface Spaces a...

Rentable Area:	16,000 SF
Stories:	2
Floor Size:	8,000 SF
Vacancy at Lease:	30.7%
Land Acres:	0.88



2 6040 Commerce Blvd

Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Submarket



TENANT

Tenant Name: Innovein, Inc.
Industry: Medical

LEASE

SF Leased: 2,211 SF
Sign Date: Jan 2019
Space Use: Office
Lease Type: Direct
Floor: 1st Floor
Suite: 105 & 107

RENTS

Asking Rent: \$19.80/FS
Starting Rent: \$19.80/FS
Effective Rent: \$19.80/FS

CONCESSIONS AND BUILDOUT

Asking Discount: 0.00%

LEASE TERM

Start Date: Feb 2019
Expiration Date: Jan 2020
Lease Term: 1 Year

PROPERTY EXPENSES

Taxes: \$3.39/SF (2009)

TIME ON MARKET

Date On Market: Aug 2017
Date Off Market: Jan 2019
Months on Market: 18 Months

TIME VACANT

Date Vacated: Sep 2017
Date Occupied: Feb 2019
Months Vacant: 17 Months

MARKET AT LEASE

Vacancy Rates	2019 Q1	YOY
Current Building	0.0%	▼ 47.2%
Submarket 1-3 Star	9.4%	▼ 7.4%
Market Overall	5.3%	▼ 2.0%

Same Store Asking Rent/SF	2019 Q1	YOY
Current Building	\$19.80	↔ 0.0%
Submarket 1-3 Star	\$23.60	▲ 6.0%
Market Overall	\$24.11	▲ 6.5%

Submarket Leasing Activity	2019 Q1	YOY
12 Mo. Leased SF	201,799	▼ 9.6%
Months On Market	10.0	▼ 6.0

LEASING REP

W Commercial Real Estate
500 Bicentennial Way, Suite 310
Santa Rosa, CA 95403-7428
Carlos Rivas (707) 708-2386

TENANT REP

T3 Advisors
137 Forest Ave
Palo Alto, CA 94301-1613
Allison Hoffmann (971) 645-6127

PROPERTY

Property Type: Office
Status: Built 1988
Tenancy: Multi
Class: B
Parking: Surface Spaces @ \$...

Rentable Area: 10,430 SF
Stories: 1
Floor Size: 10,430 SF
Vacancy at Lease: 0.0%
Land Acres: 4.21



2 6040 Commerce Blvd



Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Submarket



TENANT

Tenant Name:	Goff Thomas & Company
Industry:	Accountants
NAICS:	Offices of Certified Public Accountants - 541211

LEASE

SF Leased:	2,291 SF
Sign Date:	Jan 2019
Space Use:	Office
Lease Type:	Direct
Floor:	1st Floor
Suite:	111

PROPERTY EXPENSES

Taxes:	\$3.39/SF (2009)
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LEASE TERM

Start Date:	Jan 2019
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LEASING REP

W Commercial Real Estate
500 Bicentennial Way, Suite 310
Santa Rosa, CA 95403-7428
Carlos Rivas (707) 708-2386

MARKET AT LEASE

Vacancy Rates	2019 Q1	YOY
Current Building	0.0%	▼ 47.2%
Submarket 1-3 Star	9.4%	▼ 7.4%
Market Overall	5.3%	▼ 2.0%

Same Store Asking Rent/SF	2019 Q1	YOY
Current Building	\$19.80	↔ 0.0%
Submarket 1-3 Star	\$23.60	▲ 6.0%
Market Overall	\$24.11	▲ 6.5%

Submarket Leasing Activity	2019 Q1	YOY
12 Mo. Leased SF	201,799	▼ 9.6%
Months On Market	10.0	▼ 6.0

PROPERTY

Property Type:	Office	Rentable Area:	10,430 SF
Status:	Built 1988	Stories:	1
Tenancy:	Multi	Floor Size:	10,430 SF
Class:	B	Vacancy at Lease:	0.0%
Parking:	Surface Spaces @ \$...	Land Acres:	4.21





1500 Valley House Dr - SOMO Village

Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Ind Submarket



TENANT

Tenant Name: Trustees of the California State University

LEASE

SF Leased: 8,228 SF
Sign Date: Dec 2018
Space Use: Office
Lease Type: Direct
Floor: 2nd Floor
Suite: 220

CONCESSIONS AND BUILDOUT

Space Condition: Excellent

PROPERTY EXPENSES

Taxes: \$1.05/SF (2016)

LEASE TERM

Start Date: May 2019

TIME ON MARKET

Date On Market: Jun 2018
Date Off Market: Feb 2019
Months on Market: 7 Months

TIME VACANT

Date Occupied: May 2019

MARKET AT LEASE

Vacancy Rates	2018 Q4	YOY
Current Building	41.0%	▲ 41.0%
Submarket 3-5 Star	7.3%	▲ 0.3%
Market Overall	3.6%	▲ 0.1%

Same Store Asking Rent/SF	2018 Q4	YOY
Current Building	\$21.00	▲ 27.3%
Submarket 3-5 Star	\$14.78	▲ 6.0%
Market Overall	\$13.12	▲ 6.5%

Submarket Leasing Activity	2018 Q4	YOY
12 Mo. Leased SF	535,501	▲ 1.9%
Months On Market	18.5	▼ 1.2

LEASING REP

SOMO Village

1400 Valley House Dr, Suite 110
Rohnert Park, CA 94928
Tina Montgomery (707) 795-3550 X123
Brad E. Baker (707) 795-3550 X120

Cushman & Wakefield

900 Larkspur Landing Cir, Suite 295
Larkspur, CA 94939
Trevor Buck (415) 451-2436
Steven B. Leonard (415) 451-2434
Brian Foster (415) 451-2437
Heather Trimble

PROPERTY

Property Type:	Flex	Rentable Area:	132,675 SF
Status:	Built 1999	Stories:	2
Tenancy:	Multi	Floor Size:	66,338 SF
Class:	B	Ceiling Height:	16'-38'
Construction:	Reinforced Concrete	Vacancy at Lease:	41.0%
Parking:	120 free Surface Sp...	Land Acres:	16.78





5789 State Farm Dr

Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Submarket



TENANT

Tenant Name:	Beyond Balance, Inc.
Industry:	Manufacturing
NAICS:	Medicinal and Botanical Manufacturing - 325411

LEASE

SF Leased:	7,386 SF
Sign Date:	Dec 2018
Space Use:	Office
Lease Type:	Direct
Floor:	1st Floor
Suite:	180

RENTS

Asking Rent:	\$21.00/FS
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CONCESSIONS AND BUILDOUT

Buildout:	Standard Office
Buildout Status:	Full Build-Out
Space Condition:	Excellent

LEASE TERM

Start Date:	Dec 2018
Expiration Date:	Dec 2023
Lease Term:	5 Years

PROPERTY EXPENSES

Taxes:	\$1.29/SF (2018)
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TIME ON MARKET

Date On Market:	Jun 2018
Date Off Market:	Dec 2018
Months on Market:	6 Months

TIME VACANT

Date Vacated:	Jul 2008
Date Occupied:	Dec 2018
Months Vacant:	125 Months

MARKET AT LEASE

Vacancy Rates	2018 Q4	YOY
Current Building	27.9%	▼ 7.1%
Submarket 2-4 Star	7.7%	▼ 8.4%
Market Overall	4.5%	▼ 2.9%

Same Store Asking Rent/SF	2018 Q4	YOY
Current Building	\$21.00	▲ 82.1%
Submarket 2-4 Star	\$23.55	▲ 7.0%
Market Overall	\$23.96	▲ 7.3%

Submarket Leasing Activity	2018 Q4	YOY
12 Mo. Leased SF	241,071	▲ 22.4%
Months On Market	16.2	▼ 0.4

LEASING REP

State Farm Drive, LP
5789 State Farm Dr, Suite 198
Rohnert Park, CA 94928-6308
Alanna Sutton (415) 847-7685

PROPERTY

Property Type:	Office	Rentable Area:	131,658 SF
Status:	Built 1998	Stories:	2
Tenancy:	Multi	Floor Size:	62,964 SF
Class:	B	Vacancy at Lease:	27.9%
Parking:	433 Surface Spaces...	Land Acres:	8.25



5 1370 Medical Center Dr - 1370 Medical Center Drive

Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Submarket



LEASE

SF Leased:	3,140 SF
Sign Date:	Oct 2018
Space Use:	Office
Lease Type:	Direct
Floor:	1, 2 Floor
Suite:	A, E

LEASE TERM

Start Date:	Nov 2018
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TIME ON MARKET

Date On Market:	Nov 2014
Date Off Market:	Oct 2018
Months on Market:	48 Months

LEASING REP

Keegan & Coppin Inc.
 1201-1229 N McDowell Blvd
 Petaluma, CA 94954
 Sara Wann (707) 664-1400 X108

Nexus Realty Group
 1341 N McDowell Blvd, Suite A
 Petaluma, CA 94954
 Bryant Moynihan (707) 769-5280 X104

RENTS

Asking Rent:	\$12.00-\$18.00/MG
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CONCESSIONS AND BUILDOUT

Buildout Status:	Partial Build-Out
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PROPERTY EXPENSES

Taxes:	\$1.07/SF (2018)
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TIME VACANT

Date Vacated:	Nov 2014
Date Occupied:	Nov 2018
Months Vacant:	48 Months

MARKET AT LEASE

Vacancy Rates	2018 Q4	YOY
Current Building	0.0%	▼ 39.5%
Submarket 2-4 Star	7.7%	▼ 8.4%
Market Overall	4.5%	▼ 2.9%

Same Store Asking Rent/SF	2018 Q4	YOY
Current Building	\$13.41	▼ 9.4%
Submarket 2-4 Star	\$23.55	▲ 7.0%
Market Overall	\$23.96	▲ 7.3%

Submarket Leasing Activity	2018 Q4	YOY
12 Mo. Leased SF	241,071	▲ 22.4%
Months On Market	16.2	▼ 0.4

PROPERTY

Property Type:	Office	Rentable Area:	14,160 SF
Status:	Built 1987	Stories:	2
Tenancy:	Multi	Floor Size:	7,080 SF
Class:	B	Vacancy at Lease:	0.0%
Construction:	Reinforced Concrete	Land Acres:	0.55
Parking:	19 Surface Spaces a...		





6085 State Farm Dr

Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Ind Submarket



TENANT

Tenant Name:	Motion Analysis
Industry:	Computers/Data Processing
NAICS:	Software Publishers - 511210

LEASE

SF Leased:	9,286 SF
Sign Date:	Sep 2018
Space Use:	Office
Lease Type:	Direct
Floor:	1st Floor
Suite:	100, 120

RENTS

Asking Rent:	\$17.40/FS
Starting Rent:	\$16.80/FS
Effective Rent:	\$15.60/FS

CONCESSIONS AND BUILDOUT

Asking Discount:	3.45%
Mo. Free Rents:	4 Months
Buildout Status:	Partial Build-Out

LEASE TERM

Start Date:	Nov 2018
Expiration Date:	Feb 2024
Lease Term:	5 Years 4 Months

PROPERTY EXPENSES

Taxes:	\$1.24/SF (2018)
Operating Exp.:	\$1.91/SF (2012)

MARKET AT LEASE

Vacancy Rates	2018 Q3	YOY
Current Building	15.6%	▼ 12.2%
Submarket 2-4 Star	3.9%	▼ 1.9%
Market Overall	2.6%	▼ 1.0%

Same Store Asking Rent/SF	2018 Q3	YOY
Current Building	\$16.15	↔ 0.0%
Submarket 2-4 Star	\$14.12	▲ 5.2%
Market Overall	\$12.91	▲ 6.3%

Submarket Leasing Activity	2018 Q3	YOY
12 Mo. Leased SF	485,754	▼ 33.4%
Months On Market	12.0	▼ 4.9

TIME ON MARKET

Date On Market:	May 2011
Date Off Market:	Oct 2018
Months on Market:	88 Months

TIME VACANT

Date Vacated:	Feb 2016
Date Occupied:	Nov 2018
Months Vacant:	33 Months

LEASING REP

Newmark Knight Frank
111 Santa Rosa Ave, Suite 110
Santa Rosa, CA 95404
Ron Reinking (707) 583-8423

TENANT REP

Keegan & Coppin Inc.
1355 N Dutton Ave
Santa Rosa, CA 95401
Stephen Skinner (707) 528-1400 X256

PROPERTY

Property Type:	Flex
Status:	Built 1996
Tenancy:	Multi
Class:	B
Construction:	Reinforced Concrete
Parking:	120 Surface Spaces...

Rentable Area:	65,500 SF
Stories:	2
Floor Size:	32,750 SF
Ceiling Height:	22'-24'
Vacancy at Lease:	15.6%
Land Acres:	3.95





5789 State Farm Dr

Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Submarket



TENANT

Tenant Name:	US General Services Administration
Industry:	Government
NAICS:	Other General Government Support - 921190

LEASE

SF Leased:	9,483 SF
Sign Date:	Jul 2018
Space Use:	Office
Lease Type:	Direct
Floor:	1st Floor
Suite:	140

RENTS

Asking Rent:	\$21.00/FS
Starting Rent:	\$67.60/FS
Effective Rent:	\$67.60/FS

CONCESSIONS AND BUILDOUT

Asking Discount:	-221.90%
Buildout:	Standard Office
Buildout Status:	Full Build-Out
Space Condition:	Excellent

LEASE TERM

Start Date:	Jun 2019
Expiration Date:	Jan 2021
Lease Term:	1 Year 7 Months

PROPERTY EXPENSES

Taxes:	\$1.29/SF (2018)
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MARKET AT LEASE

Vacancy Rates	2018 Q3	YOY
Current Building	27.0%	▼ 7.9%
Submarket 2-4 Star	9.2%	▼ 8.4%
Market Overall	5.0%	▼ 3.1%

Same Store Asking Rent/SF	2018 Q3	YOY
Current Building	\$21.00	▲ 2.9%
Submarket 2-4 Star	\$22.99	▲ 5.2%
Market Overall	\$23.32	▲ 5.6%

Submarket Leasing Activity	2018 Q3	YOY
12 Mo. Leased SF	190,148	▼ 28.4%
Months On Market	15.6	▲ 2.0

TIME ON MARKET

Date On Market:	May 2012
Date Off Market:	Aug 2018
Months on Market:	74 Months

TIME VACANT

Date Vacated:	Feb 2007
Date Occupied:	Jun 2019
Months Vacant:	148 Months

LEASING REP

State Farm Drive, LP
5789 State Farm Dr, Suite 198
Rohnert Park, CA 94928-6308
Alanna Sutton (415) 847-7685

PROPERTY

Property Type:	Office	Rentable Area:	131,658 SF
Status:	Built 1998	Stories:	2
Tenancy:	Multi	Floor Size:	62,964 SF
Class:	B	Vacancy at Lease:	27.0%
Parking:	433 Surface Spaces...	Land Acres:	8.25

LEASE NOTES

The information contained in this lease comp pertains to GSA Lease Number LCA00436. The GSA has leased 9,483 Sf of office space on a 19 month term, paying an annual sum of \$641,057, equating to \$67.60/sf. The US General Services Administration is currently utilizing the space.





170 Professional Center Dr

Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Submarket



LEASE

SF Leased:	4,000 SF
Sign Date:	Feb 2018
Space Use:	Office
Lease Type:	Direct
Floor:	1st Floor
Suite:	170-E

RENTS

Asking Rent:	\$15.00/MG
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CONCESSIONS AND BUILDOUT

Buildout Status:	Partial Build-Out
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PROPERTY EXPENSES

Taxes:	\$4.61/SF (2018)
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LEASE TERM

Start Date:	Mar 2018
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TIME ON MARKET

Date On Market:	Jun 2009
Date Off Market:	Feb 2018
Months on Market:	104 Months

TIME VACANT

Date Vacated:	Jun 2009
Date Occupied:	Mar 2018
Months Vacant:	105 Months

LEASING REP

Keegan & Coppin Inc.
1355 N Dutton Ave
Santa Rosa, CA 95401
Kevin Doran (707) 528-1400 X270

MARKET AT LEASE

Vacancy Rates	2018 Q1	YOY
Current Building	46.8%	▼ 24.2%
Submarket 1-3 Star	16.8%	▼ 0.6%
Market Overall	7.2%	▼ 0.7%

Same Store Asking Rent/SF	2018 Q1	YOY
Current Building	\$15.00	↔ 0.0%
Submarket 1-3 Star	\$22.26	▲ 3.5%
Market Overall	\$22.64	▲ 4.3%

Submarket Leasing Activity	2018 Q1	YOY
12 Mo. Leased SF	223,232	▼ 17.8%
Months On Market	16.0	▼ 0.8

PROPERTY

Property Type:	Office
Status:	Built 1986
Tenancy:	Multi
Class:	B
Construction:	Reinforced Concrete
Parking:	Surface Spaces @ \$...

Rentable Area:	16,540 SF
Stories:	1
Floor Size:	16,540 SF
Vacancy at Lease:	46.8%
Land Acres:	2.97





5789 State Farm Dr

Rohnert Park, CA 94928 - Petaluma/Cotati/Rohnert Submarket



LEASE

SF Leased:	2,975 SF
Sign Date:	Jan 2018
Space Use:	Office
Lease Type:	Sublease
Floor:	1st Floor
Suite:	145

RENTS

Asking Rent:	\$11.88/FS
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PROPERTY EXPENSES

Taxes:	\$1.29/SF (2018)
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LEASE TERM

Start Date:	Feb 2018
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TIME ON MARKET

Date On Market:	Apr 2017
Date Off Market:	Jan 2018
Months on Market:	10 Months

TIME VACANT

Date Vacated:	Apr 2017
Date Occupied:	Feb 2018
Months Vacant:	10 Months

LEASING REP

Keegan & Coppin Inc.
1355 N Dutton Ave
Santa Rosa, CA 95401
Kevin Doran (707) 528-1400 X270
Jeffrey Castello (415) 999-0324

MARKET AT LEASE

Vacancy Rates	2018 Q1	YOY
Current Building	32.7%	▲ 14.4%
Submarket 2-4 Star	16.7%	▼ 0.7%
Market Overall	7.2%	▼ 0.7%

Same Store Asking Rent/SF	2018 Q1	YOY
Current Building	\$11.53	▼ 43.5%
Submarket 2-4 Star	\$22.32	▲ 3.5%
Market Overall	\$22.64	▲ 4.3%

Submarket Leasing Activity	2018 Q1	YOY
12 Mo. Leased SF	223,232	▼ 17.8%
Months On Market	16.0	▼ 0.8

PROPERTY

Property Type:	Office
Status:	Built 1998
Tenancy:	Multi
Class:	B
Parking:	433 Surface Spaces...

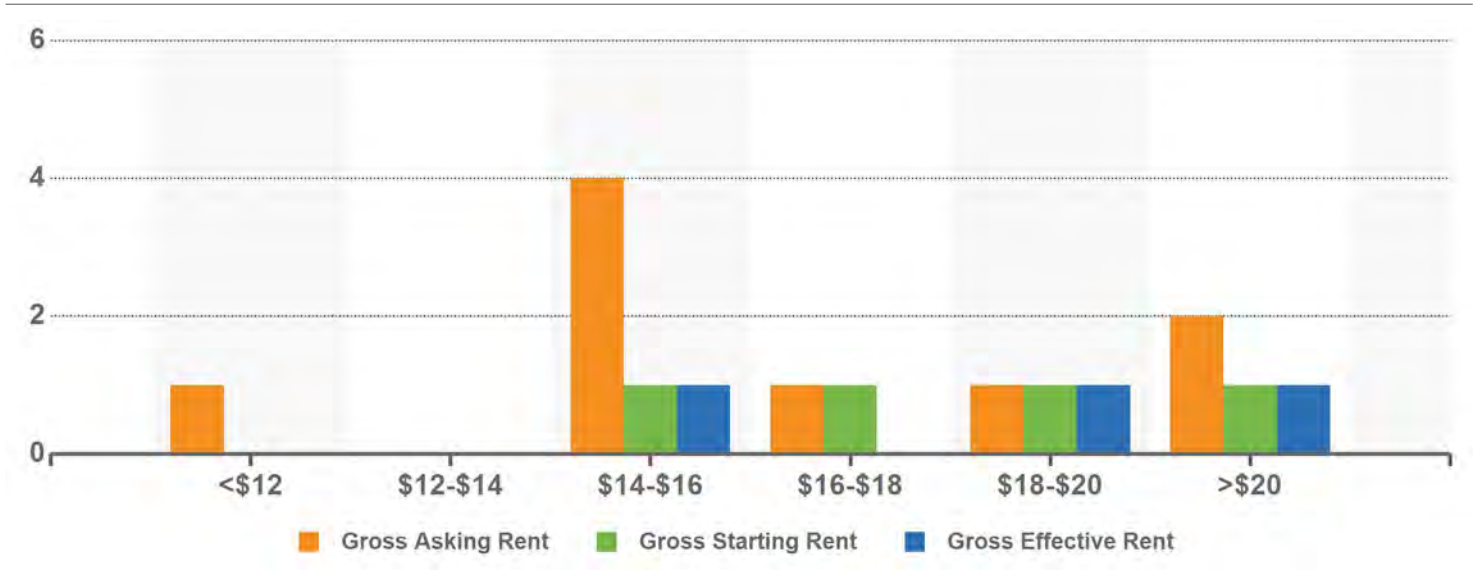
Rentable Area:	131,658 SF
Stories:	2
Floor Size:	62,964 SF
Vacancy at Lease:	32.7%
Land Acres:	8.25



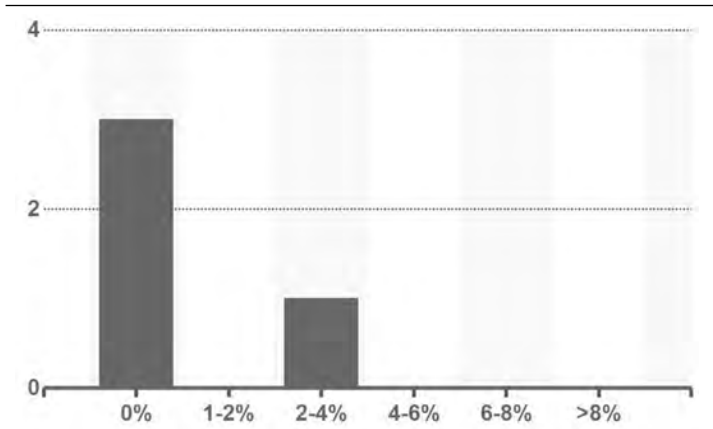
Rents

Gross Asking Rent Per SF	Gross Starting Rent Per SF	Gross Effective Rent Per SF	Avg. Months Free Rent
\$17.94	\$37.89	\$39.55	4.0

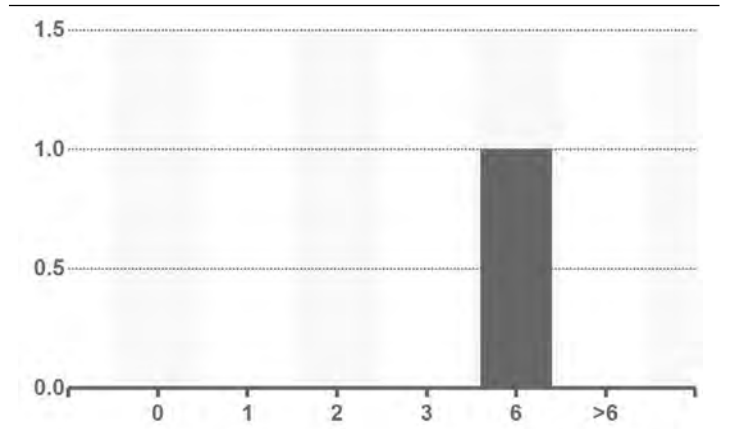
DEALS BY GROSS ASKING, GROSS STARTING, AND GROSS EFFECTIVE RENT



DEALS BY ASKING RENT DISCOUNT



DEALS BY MONTHS FREE RENT





Agenda Item #: 9
Staff Contact: Sloane Pagal
Agenda Date: 2/19/2020
Approved By: LL

ITEM: California Redemption Value Pilot Partnership and Grant

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Agency Board approves the proposed agreement between the Agency and participating jurisdictions in a container redemption pilot project throughout Sonoma County. If the proposed agreement is approved, then staff will present the grant opportunity and agreement to participating jurisdictions.

II. BACKGROUND

In 1986, the California Beverage Container Recycling and Litter Reduction Act, also known as the Bottle Bill, was enacted to encourage recycling and reduce litter, and set a program goal of achieving an 80% recycling rate. This act enabled the creation of California Redemption Value (CRV) facilities to reclaim bottles from Californians in exchange for payout of returned bottle deposits, and established convenience zones, designated by a supermarket at the center of a half-mile radius within which a state-certified recycling center must exist.

For years, recyclers relied on the State's handling fees and processing payments made when the cost of recycling exceeded the per ton value of material redeemed. In 2016, RePlanet, California's largest operator of recycling redemption centers, closed 191 facilities, and then, in August 2019, they closed their remaining 284 locations. This trend mirrored closures of 40% of all California redemption centers since 2015. This was driven in large part by increased business costs, falling prices of glass, aluminum, and plastic materials, and the state's payment structure.

In 2012, Sonoma County had 22 CRV facilities (one center for every 22,000 residents). That number has dropped to just four remaining facilities in 2020 (one for every 125,000 residents) located in Petaluma, Santa Rosa, and Windsor. These closures have led to a drop in customers' redemption payouts, an increase in customer wait time at the existing four facilities, potential loss for the local economies, and an increase in bottles and cans landfilled.

SB 458 (Wiener) passed in 2017, authorizing CalRecycle to approve up to five pilot projects proposed by cities and/or counties working in combination with private businesses to provide convenient beverage container redemption opportunities in both urban and rural areas. In 2019, AB 54 (Ting) passed to allow for the expenditure of up to \$5,000,000 to support the pilot CRV projects. AB 54 also extends the deadline for CalRecycle to approve pilot project applications until January 1, 2022.

ZWS is interested in applying for the grant in partnership with the Petaluma Recycling Center (PRC) to implement a pilot project that would bring ten new CRV collection facilities to currently unserved areas in Cloverdale, Healdsburg, Sebastopol, Santa Rosa, Sonoma, and Petaluma.

III. DISCUSSION

In 2019, ZWS staff contacted industry professionals and Sonoma County recyclers to gain insight on a potential CRV pilot program and determine which certified recyclers had the capacity to support the pilot. The PRC, an employment program and job training site for employees with disabilities, and division of the 501(c) (3) United Cerebral Palsy of the North Bay, emerged as an ideal partner.

The design of the pilot program agreed upon by ZWS and PRC is an un-manned kiosk system similar to those established in Oregon and Maine. Customers would create a web account, purchase bar-coded bags online, in grocery stores, or at the kiosk, and fill the bag with CRV bottles and cans. When bags are full, customers then transport the CRV to one of ten kiosks, scan the bar code on the bag which unlocks the kiosk door, drop in the bag(s), close the door, and receive their redemption value deposited into their on-line account in a few days. PRC staff would clean and service each kiosk once a week or more as needed and transport the CRV material for processing at their Petaluma facility. PRC staff would receive the CRV material, sort and verify the CRV, and issue payouts through an online accounting system.

One reason PRC is able to take part in this pilot is an endowment that enables the organization to pay for the pilot program equipment and software up front. This is a key consideration as CalRecycle's grant funding is issued as reimbursements only after documentation is provided for items purchased. CalRecycle requires that jurisdictions, as the grantees, maintain ownership of the equipment purchased through the pilot for five years. CalRecycle's grants office is currently vetting additional questions that ZWS has posed related to equipment, payments, and reimbursement.

Additional layers of approval needed to confirm the plausibility of this pilot are with grocery store and property owners. ZWS staff has introduced the pilot program to numerous grocery store managers at eligible locations to determine their overall interest and support. Unfortunately, local Safeway stores, which account for nine of the 31 unserved convenience zones within the County, have declined to participate in the pilot as Safeway's corporate office is in support of broader solutions to be developed by the California Grocers Association (CGA). Participation from different grocery stores and pharmacies and alternate locations have been explored within a half-mile radius of the convenience zones with positive support and participation in the pilot.

At this stage, ZWS staff is coordinating with PRC to complete CalRecycle's application requirements for the Sonoma County CRV Pilot Partnership. One requirement of the application is a signed affidavit from each of the jurisdictions where the pilot will be implemented, accompanied by an agreement delineating the responsibilities of ZWS. Grant funding will only be authorized after a Notice to Proceed is issued to the project, which would be available through June 30, 2022. Eligible costs include personnel, equipment, or materials related to infrastructure, direct operating expenses for program activities, and educational activities/materials promoting beverage container recycling.

ZWS staff is coordinating with the jurisdictions where eligible CRV locations have been identified and plans to present the pilot grant concept to participating Councils to gain their support and approval for the jurisdiction to sign an affidavit and an agreement between the parties as required by the grant.

IV. FUNDING IMPACT

There is no funding impact directly associated with this item beyond staff time to develop the pilot, participate in planning meetings and outreach, and apply for the pilot grant. The administrative labor costs incurred during the active grant period would be paid through the grant.

V. ATTACHMENTS

Draft agreement between ZWS and participating jurisdictions

Memorandum of Understanding
Between the City of _____ and Sonoma County Waste Management
Agency Regarding Application for and Implementation of CRV Pilot Project Grant

This Memorandum of Understanding ("MOU") is made this ____ day of _____, 2020 by and between the **CITY OF _____**, a municipal corporation of the State of California ("City") and the **SONOMA COUNTY WASTE MANAGEMENT AGENCY**, a California joint powers authority ("Agency") (collectively the "parties").

RECITALS

WHEREAS, the Agency is a joint powers authority established pursuant to the California Joint Exercise of Powers Act (Gov't Code sections 6500 *et seq.*), and one of the Agency's core programs is to provide education regarding recycling, composting and other methods of waste diversion to the Agency's members and the public; and

WHEREAS, the City is a member of the Agency, and Agency provides such educational services to the City and its residents; and

WHEREAS, the State passed SB 458 in 2017 authorizing the Department of Resources Recycling and Recovery (CalRecycle) to approve up to five California Redemption Value (CRV) pilot projects to provide convenient beverage container redemption opportunities in both urban and rural areas; and

WHEREAS, the State passed AB 54 in 2019 authorizing the expenditure of up to \$5,000,000 to support the CRV pilot projects; and

WHEREAS, The CRV pilot projects are intended to provide opportunities for California local government and recycling center operators to improve redemption opportunities for eligible beverage containers and increase recycling rates in convenience zones statewide that are not served by a recycling center that redeems all California Redemption Value (CRV) containers ("unserved convenience zones"); and

WHEREAS, CalRecycle administers grant funding for the CRV pilot programs and is offering grant funding of up to \$1,000,000 per jurisdiction in furtherance of such programs (the "CalRecycle Grant" or "Grant"); and

WHEREAS, the Agency desires to apply for funding under the CalRecycle Grant for a program with United Cerebral Palsy of the North Bay (UCPNB) to design, fabricate, install, maintain and service stationary; self-operated CRV recycling kiosks to be operated in unserved convenience zones in the City and other member cities of the Agency (the "Pilot Program"), as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the Agency needs City authorization in order to apply for the CalRecycle Grant on the City's behalf, and to administer the grant and implement the Pilot Program within the City's jurisdiction if such grant funding is received;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

AGREEMENT

1. Authorization to Submit Grant Application on behalf of City. The City hereby authorizes the Agency to submit an application for the CalRecycle Grant on the City's behalf, along with other member jurisdictions of Agency, to be used for the implementation of the Pilot Program as defined below and as more specifically described in this MOU. The City agrees and acknowledges that if the CalRecycle Grant is received, the Agency will be the grant recipient, and will implement the Pilot Program within the City.

2. Responsibilities of the Agency. Agency will undertake the following actions in furtherance of application for and implementation of the CalRecycle Grant and the Pilot Program:

A. Agency will prepare an application on behalf of the City and certain other members of the Agency that have unserved convenience zones within their jurisdiction for funding through the CalRecycle Grant to be used for the Pilot Program.

B. Following submittal of the application for the CalRecycle Grant, Agency will serve as the primary contact with the CalRecycle grant manager; will coordinate and direct Grant activities as outlined in the Grant application; will monitor and adhere to the Grant schedule, budget, and timeline; will prepare required documentation for the Grant, when necessary; will obtain approval from CalRecycle grant manager for expenditures; will complete the required reporting to CalRecycle on behalf of the City; will develop a database to track monthly results; and will review monthly to determine consistency of beverage container recycling numbers, and to identify any anomalies in order to address any issues promptly.

C. Agency is additionally responsible for implementation of the Pilot Program and coordination with stakeholders in the City if the grant funding is received, including meeting with grocery store management in the applicable unserved convenience zones to gather data and assess best placement of container for the pilot; working with UCPNB and the Petaluma Recycling Center to implement the Pilot Program; responding to public questions, comments and concerns, fielded through phone calls and email; developing messaging related to

the pilot program for social media and the Agency's website; and creating and distributing outreach materials to notify public of new recycling facilities.

3. Compensation and Expenses. The Agency is applying for and will be the recipient of the CalRecycle Grant, should it be approved by CalRecycle. Expenses incurred by Agency in connection with the administration and implementation of the CalRecycle grant may be paid from grant proceeds to the extent permitted under the terms of the CalRecycle Grant, but in no event will the City be responsible to pay compensation, payment or expenses to City for the Agency's activities as described in this MOU.

4. Agreements in Furtherance of CalRecycle Grant. In the event City and Agency need to enter into additional agreements in furtherance of the CalRecycle Grant, including but not limited to agreements to allow the location of self-operated recycling kiosks on City property, or agreements for the purchase and ownership of such kiosks, the parties will work together to negotiate reasonable terms for such agreements.

4. Indemnification/Hold Harmless. Agency shall indemnify, defend, and hold harmless the City, its City Council, officials, consultants, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, including reasonable attorney's fees, arising from Agency's performance of this MOU, with the exception of matters that are based upon the negligent or intentional acts or omissions of the City, its City Council, officials, consultants, agents and employees.

5. Term. The term of this MOU shall begin on _____, 2020 and shall remain in effect for the term of the CalRecycle Grant.

6. Termination of MOU. This MOU may be terminated by either party at any time for convenience by giving the other party ninety (90) calendar days advance written notice, provided however, that once the CalRecycle Grant has been received, the City cannot rescind its authorization for the Agency to implement the Pilot Program within City's jurisdiction.

7. Notice. During the term of this MOU, all notices shall be made in writing and either served personally, sent by first class mail, or sent by facsimile provided confirmation of delivery is obtained at the time of facsimile transmission, addressed as follows:

To: Agency

Sonoma County Waste Management Agency
Attention: Executive Director
2300 County Center Drive, Ste. B-100
Santa Rosa, CA 95403
Telephone Number: 707-565-3668

To City:

City of _____
Attention: City Manager

_____, CA _____
Telephone Number: _____

Any party may change the address to which notice is to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served or if served using facsimile machines provided confirmation of delivery is obtained at the time of facsimile transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

8. Governing Law. This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California.

9. Amendment. Except as otherwise expressly provided in Section 1, above, this MOU and the exhibits hereto may only be amended in writing signed by both parties, and any purported amendment shall be of no force or effect. This MOU may be amended to both extend the term and conditions, as well as to add tasks. Agency will not begin new tasks without express written permission of the City.

10. Entire Agreement. This MOU and its exhibits constitute the entire agreement between the City and Agency and supersedes all prior negotiations, representations, or agreements, whether written or oral.

[Signatures on following page]

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING
Between the City of _____ and Sonoma County Waste Management
Agency Regarding Application for and Implementation of CRV Pilot Project Grant

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first above written.

CITY OF _____, A Municipal Corporation of the State of California

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

**SONOMA COUNTY WASTE
MANAGEMENT AGENCY**, A California Joint Powers Authority

By: _____
Leslie Lukacs, Executive Director

APPROVED AS TO FORM:

Agency Counsel

EXHIBIT A

Sonoma County CRV Pilot

Background

In 1986, the California Beverage Container Recycling and Litter Reduction Act, also known as the Bottle Bill, was enacted to encourage recycling and reduce litter, and set a program goal of achieving an 80% recycling rate. This act enabled the creation of CRV facilities to reclaim bottles from Californians in exchange for payout of returned bottle deposits, and established convenience zones, designated by a supermarket at the center of a half-mile radius within which a state-certified recycling center must exist.

For years, recyclers relied on the State's handling fees and processing payments made when the cost of recycling exceeded the value of material, per ton redeemed. In 2016, RePlanet, California's largest operator of recycling redemption centers, closed 191 facilities, and then, in August 2019, they closed their remaining 284 locations. This trend mirrored closures of 40% of all California redemption centers since 2015. This was driven in large part by increased business costs, falling prices of glass, aluminum and plastic materials, and the state's payment structure.

In 2016, Sonoma County had 25 CRV facilities (one center for every 20,000 residents). That number has dropped to just four remaining facilities in 2020 (one for every 125,000 residents) located in Petaluma, Santa Rosa, and Windsor. These closures have led to a drop in customer's redemption payouts (\$.025 per nickel, and \$.05 per dime), increase in customer wait time at existing four facilities, potential loss for the local economy, and an increase in bottles and cans landfilled.

SB 458 (Wiener) was passed in 2017, authorizing CalRecycle to approve up to five pilot projects proposed by cities and/or counties working in combination with private businesses to provide convenient beverage container redemption opportunities in both urban and rural areas. AB 54 (Ting 2019) was passed to allow for the expenditure of up to \$5,000,000 to support the pilot projects. AB 54 also extends the deadline for CalRecycle to approve pilot project applications until January 1, 2022.

ZWS is interested in partnering with the Petaluma Recycling Center (PRC) to implement a pilot that would bring ten new CRV collection facilities to currently unserved areas in Cloverdale, Healdsburg, Sebastopol, Santa Rosa, Sonoma, and Petaluma.

ZWS Partnership with the United Cerebral Palsy of the North Bay

The Petaluma Recycling Center (PRC), an employment program and job training site for employees with disabilities, and division of the 501(c) (3) United Cerebral Palsy of the North Bay (UDPNB), emerged as an ideal partner for the CalRecycle Grant. The PRC is a certified CRV recycler center and CalRecycle requires the certification to apply.

UCPNB plans to design, fabricate, install, maintain and service stationary, self-operated CRV recycling kiosks for the program. Their staff will service the kiosks weekly or more frequently as needed, based on routes that are set up to maximize service intervals and keep operating costs to a minimum. Staff providing the collection service will be in uniform and their vehicle will information decals identifying the collaborative program. The outdoor, self-service kiosks will be built into new steel shipping containers (20 foot) similar to the units seen in Oregon. Because of the delays and costs involved in getting these units permitted and wired for electricity outside of a grocery store, each structure will have solar powered, battery backup operation. The power will operate the kiosk touch screen, bar code reader, sensors, security cameras, cellular router, door latch, and a safety light.

Customers will be able to use a mobile-friendly web site to sign up and access their accounts, and receive support and communications via email. At the drop off site, customers will be informed of the process by a Windows application running on the self-service kiosk. Customers will provide basic account information that includes the customer's name, address, email, phone contact and desired method of receiving their recycling payments. PRC will link new accounts to existing CZ store membership programs like the Safeway program. This process would give customers a way to purchase items from the Convenience Zone (CZ) store with credits received from the CRV.

Each new customer will be sent a box of 25-labeled bags, each bag containing a unique bar code. Boxes of bags will be available to purchase in the CZ store, to order on line or at the kiosk itself. If the customer gets a box of bags from the CZ store they would have to pass by the kiosk to have the box bar code scanned to register / link the bar codes in that box to their account.

As the customer brings a full bag of CRVs within four feet of the kiosk display, a universal bar code reader will identify the bag's owner and display their name on the screen. After the customer verifies their identity, the display will ask them to enter the number of bags to be deposited into the container. Once the customer indicates how many bags will be placed inside, the door will open and the bar code reader will count and track the number of bags inserted. When finished, the screen will ask them to shut the door and to check on line for the transaction amount with a disclaimer that the anticipated amount may vary based on downstream processing. When the customer logs into the portal, they can see the results of our inspection / sorting process and see how much the balance in their account will be adjusted.

There is a tie in potential either to receive cash through their account or to use the amount of the CRV credit as a voucher in the CZ store (s) plus some added percentage that the stores may support. This feature is similar to the BottleDrop program found in the Oregon Redemption Centers. PRC will also add a button to allow the customer to donate the amount to a group of Sonoma County not for profit organizations and another button for the customer to request that we contact them by phone or e-mail.

Because each kiosk has a cellular router built in, each kiosk will update our central database at the end of each transaction (as the door closes), with the number of bags inserted since the last service interval and allow us to tie video images to that transaction. Each kiosk will also check in hourly to update our internal database with real time information on the operational status of the system. There could be locations that need more than one kiosk due to extremely high volumes. If this occurs, a second kiosk will be installed or service intervals may be increased depending on the layout of the parking lot spaces. The kiosk will operate on the Microsoft Kiosk platform.

CRV material from the kiosks will be collected on a schedule. The collected CRV will be transported back to the PRC to be inspected, sorted, weighed and recorded into our database enabling us to reimburse each customer via the software platform we have established. Each bar coded bag will link that transaction to the customer's account and each sorting / inspection process will be filmed on our CCTV system and saved for a minimum of 90 days in order to resolve any complaints. The video footage of the sorting / inspection process will include a screen shot from the security camera video showing the person at the kiosk processing the CRV as a method to double verify the transaction to the correct person / account.

PRC has extensive training in all phases of CRV processing as required by CalRecycle and will handle any ineligible materials, odd-sized containers, previously baled, or out of state materials as required by law. All processing and payment posting will be done within two working days from the date of pick up. Customer complaints or questions will be handled by PRC on their 1-800 service line and on-line questions and account balance verification will be available on our website.

CALIFORNIA REDEMPTION VALUE (CRV) PILOT PARTNERSHIP AND GRANT



LESLIE LUKACS & SLOANE PAGAL

FEBRUARY 19, 2020

BACKGROUND

- 1986 California Beverage Container Recycling and Litter Reduction Act (Bottle Bill)
 - Enabled creation of CRV facilities
 - Established Convenience Zones (CZ)
- In 2015 there were over 25 CRV facilities in Sonoma County, but now only 4 remain
 - Labor cost increases, falling prices of commodities, and the state's payment structure



LEGISLATION

SB 458 (Weiner)

- Passed in 2017
- Authorized CalRecycle to approve up to 5 pilot projects to provide redemption opportunities

AB 54 (Ting)

- Passed in 2019
- Allows \$5M to support the pilot projects (up to \$1M per project)

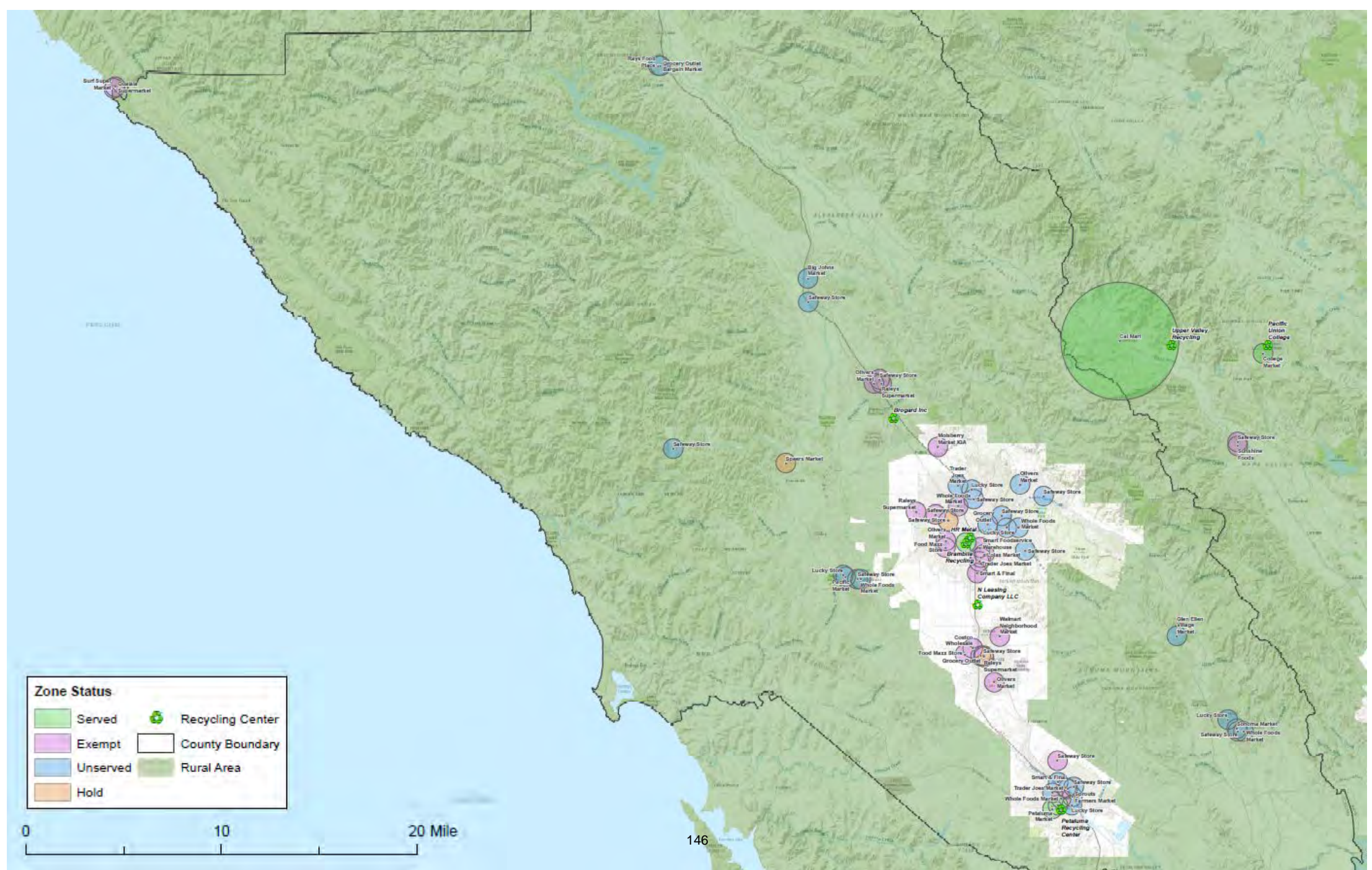
ZWS + PETALUMA RECYCLING CENTER PROPOSAL

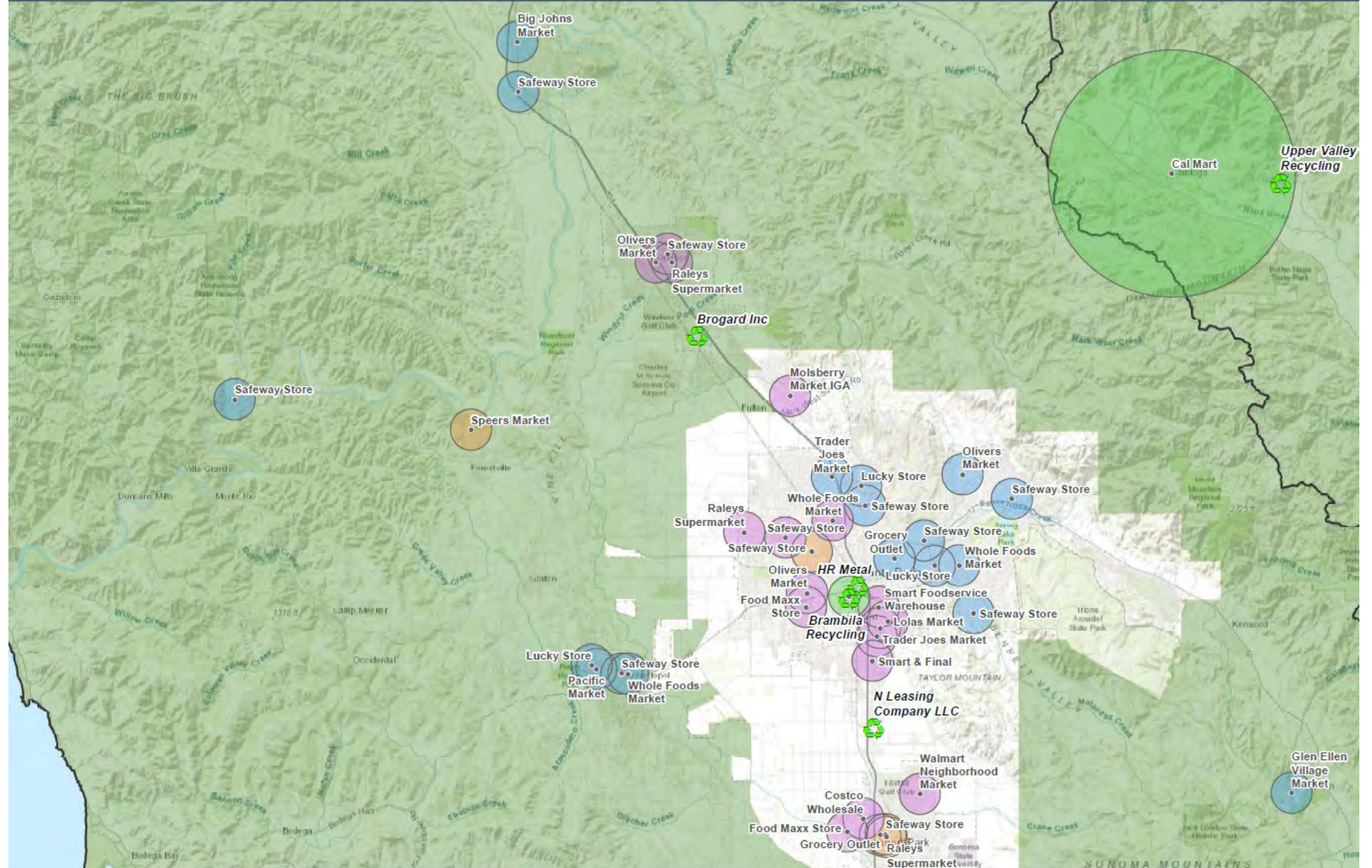
CRV Pilot Partnership

10 new CRV collection sites in Sonoma County

Unserved CZs in several jurisdictions

- Cloverdale
- Healdsburg
- Sebastopol
- Santa Rosa
- Sonoma
- Petaluma





THE PILOT

Customers create a web account, purchase, and fill bar-coded bags with CRV

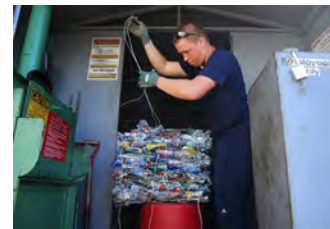
Scanning in unlocks the door, where the customer drops in the bag(s) and closes the door

Redemption payment will be issued to customers within two business days from date of pickup

Customers scan full bags into the kiosk, linking their account with the CRV



Once a week, PRC staff will service the kiosk and bring all material to their facility for processing



EXAMPLES



GRANT

- Gather necessary application materials and Board and jurisdictions authorize project
 - Confirm kiosk location in designated convenient zones
- Prepare and submit grant materials to CalRecycle asap
- Receive Notice to Proceed from CalRecycle authorized funding
- Eligible costs:
 - Personnel, equipment or materials related to infrastructure, direct operating expenses for program activities, and educational materials promoting beverage container recycling
- ZWS administrative labor costs and PRC labor and equipment costs during the active grant period would be reimbursed

QUESTIONS?

