



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

May 15, 2025

REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

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

Meeting will also streamed via Zoom:

<https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNULiWVh5Wk5SSzVyWWdWbndjdz09>

Webinar ID: 922 4885 5470

US: +1 669 444 9171

Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

May 15, 2025

REGULAR MEETING

Closed Session begins at 8:30 a.m.

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

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Note: This packet is 160 pages total



Zero Waste Sonoma

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PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, May 14th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

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

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



Agenda

Item

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

Consent (w/attachments)

- 4.1 Minutes of the April 17, 2025 Meeting
- 4.2 April, May, June 2025 Outreach Calendar
- 4.3 Approval of the Sixth Amendment to the Oil Program Management Agreement with Soluna Outreach Solutions
- 4.4 Approval of Third Amendment to Agreement for HHW Transportation and Disposal Services
- 4.5 Amendments to Short-Form Agreements with Petaluma Bounty and Zero FoodPrint for Implementation of a USDA Grant

Regular Calendar

5. Consideration of an Agreement with Reuse Alliance to Conduct a Repair Event and Reuse Education Program [Pagal]
6. Presentation and Conclusion of the Technical Assistance Project for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County with Cascadia Consulting Group, Inc. [Tan]
7. Consideration of an Agreement to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances [Tan]
8. Boardmember Comments – NO ACTION
9. Executive Director Report – VERBAL REPORT
10. Staff Comments – NO ACTION
11. Next ZWS meeting: June 19, 2025
12. Adjourn

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



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

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

Disabled Accommodation: If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Zero Waste Sonoma Office at 2300 County Center Drive, Suite B240, Santa Rosa, (707) 565-3788, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

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



To: Zero Waste Sonoma Board Members
From: Leslie Lukacs, Executive Director
Subject: May 15, 2025 Board Meeting Agenda Notes

Consent Calendar

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

- 4.1 Minutes of the April 17, 2025 Meeting
- 4.2 April, May, and June 2025 Outreach Calendar
- 4.3 Approval of the Sixth Amendment to the Oil Program Management Agreement with Soluna Outreach Solutions
- 4.4 Approval of Third Amendment to Agreement for HHW Transportation and Disposal Services
- 4.5 Amendments to Short-Form Agreements with Petaluma Bounty and Zero FoodPrint for Implementation of a USDA Grant

5. Consideration of an Agreement with Reuse Alliance to Conduct a Repair Event and Reuse Education Program

A new permanent program for ongoing repair events and reuse education was approved as part of the final FY 25-26 budget by the Board at the February 20, 2025 regular meeting. At the March 2025 Board Meeting, the Board directed staff to release the Request for Proposals (RFP) to implement a Sonoma County Repair Event & Reuse Education Program. **Staff recommends the Board execute the Agreement with Reuse Alliance for a Sonoma County Repair Event and Reuse Education Program and approve the projected cost of services totaling \$50,000**

6. Presentation and Conclusion of the Technical Assistance Project for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County with Cascadia Consulting Group, Inc. At the August 17, 2023 regular meeting, the Board approved and authorized staff to release a Request for Proposals (RFP) to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County. The ZWS board accepted staff's recommendation to award the 1.5 year contract to Cascadia Consulting Group, Inc. at the October 19, 2023 regular meeting. **Staff recommends the Board receive the presentation from Cascadia Consulting Group, Inc. on the completion of their project.**

7. Consideration of an Agreement to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances

To better track countywide compliance with SB 1383 and Disposable Food Ware Ordinances, ZWS has held a license for use of the Recyclist Program Tracker (now owned by Routeware, Inc.) since 2021. The current agreement is set to expire on June 30, 2025. Now that the Recyclist is no longer the only software solution for tracking compliance with SB 1383 and Disposable Food Ware Ordinances, staff sought proposals in a public bidding process to ensure fair pricing and equal opportunity. **Staff recommends the Board approve the Agreement to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances to SMART Compliance for a term of 5 years.**



Minutes of the April 17, 2025 Meeting

Zero Waste Sonoma met on April 17, 2025, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

Board Members Present:

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

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

Staff Present:

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

1. Call to Order Regular Meeting

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

City of Cotati arrived at 9:03 a.m.

2. Agenda Approval

- Move Item 6 first, immediately after consent.

3. Public Comments (items not on the agenda)

None

4. Consent (w/attachments)

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

Board Comment:

- Motion for 4.4 to include the ability for the Executive Director to make nonmaterial changes.

Public Comments:

None

Motion: For approval of the consent calendar with the amendment of item 4.4 to include the ability for the Executive Director to make nonmaterial changes.

First: City of Petaluma – Patrick Carter

Second: City of Rohnert Park – Emily Sanborn

Vote Count:

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

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

Motion passed.

Regular Calendar

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

Board Comments/Action Items:

- Section 3, item C, reads employee and County agree that employee shall be granted 80 hours of vacation time and 24 hours of sick leave upon commencement of this Agreement. This was a holdover from the previous agreement and should be removed from the final version that goes to the County.
- Thank you, Leslie. We are happy to have you here and it’s also a reflection of the excellent staff at the agency.
- Leslie, we are demonstrating our faith in you and our appreciation for a job well done.

Public Comments:

None

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

First: City of Healdsburg – Larry Zimmer

Second: City of Cotati – Susan Harvey

Vote Count:

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	ABSENT
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.

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

Board Comments/Action Items:

- Love Green Resolutions and their recognitions.
- Have had the pleasure of knowing Terry for about seven years now. One thing I really respect about Terry is that he can take a bunch of complicated thoughts and ideas, condense them down, present them, and ask for comments in a way that is so wonderful. Thank you, Terry, for our friendship.
- Thank you for your service to our community and your reluctance to accept the recognition makes you even more deserving.

Public Comments:

- Stu Clark, resident of Healdsburg, thanks Terry for all his amazing, tireless work for the environment and the community. You have been an inspiration to all of us. Congratulations on a very well-deserved award.
- Debora Fudge, former ZWS board member, Terry has been an incredible mentor. Unsure of where Windsor would be in their wasteless efforts and climate goals without the presence of Terry. Terry has the most polite way of encouraging others to accomplish their zero waste goals.
- Barry Robinson, former Sebastopol council member, greatly appreciate Terry and all his amazing accomplishments to make our community a cleaner, better place.
- Liz Bortolotto, Chair of Sonoma County Local Task Force, so happy that ZWS recognizes people deserving of this award and Terry is very deserving. He has led several ad hoc committees and participated in or led several site visits to companies in the zero-waste sphere. Terry has identified, organized, and participated in adoption for roads, helping to remove litter on highways. This honor is very well deserved, it has been a great pleasure to work with Terry and call him a friend.
- Todd Sutton, Waste Sleuth, worked on numerous projects with Terry. He has kept everyone together and focused. It's a pleasure, joy, and honor to know Terry and to call him a friend. Congratulations and well done.
- Justin Wilcock, had the honor of working with Terry while employed at Sonoma County Resource Recovery (SCRR). Terry's implementation of Waste Less Windsor at the Town Green Concert series in Windsor was essential in reaching 70% diversion rates. He is a leader in the community and this award is a well-deserved honor.

- KJ Stayton, has worked with Terry since early 2000's. Terry was a driving force on cofounding the Sustainable Enterprise Conference. He also initiated and cofounded WeAct. His inspiration and drive have really made these projects thrive. So proud to have been a friend of Terry for so long and he deserves all these honors.
- Terry Taylor, I had never done any of the things discussed for any sort of recognition, it was always my way of giving back, gaining friends and community, and giving me a great sense of purpose. There are so many Zero Waste Champions out there that are well deserving of this award. We have learned that more people are willing to learn and take responsibility as we confront our crisis of waste and landfill, and all of you have played an extraordinary role in that. Through events, such as the compost giveaway events, you can watch the community spirit come alive. It gives a lot of Zero Waste Champions a surge of insight into the differences they can make. The true champions are those that put their foot to the ground and keep going no matter what. I accept this award on behalf of all those champions that have yet to be recognized. Thank you for this award. Commends Zero Waste Sonoma for the partnerships they have made and the things they have done that have allowed all of us to find ways to contribute.

Motion: To adopt a Green Resolution recognizing Terry Taylor for his exemplary leadership in waste reduction and zero-waste practices.

First: City of Cotati – Susan Harvey

Second: County of Sonoma – Rebecca Hermosillo

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	ABSENT
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.

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

Board Comments/Action Items:

- How does the software work?
- Is there a volumetric system in the software where we can see if a container is the correct size?
- Is more for tracking compliance rather than tracking data on diversion?
- Thank you for taking this to RFP, it is always good to get competitive bids on these things.
- Do you foresee switching to a different provider would be problematic?
- Interested to see how this RFP will play out.
- In the RFP have you asked for assistance in converting the data and getting it uploaded?
- Very excited to see other software companies taking an interest.
- Sample data should be attached to the RFP to keep things clear and prevent any hiccups.
- Important to note we may need some conversion.

- Does Recyclist currently preform all the capabilities you would like?
- Interested to see what new software is out there and want to make sure privacy is considered as well.

Public Comments:

None

Motion: To approve the public distribution of an RFP to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances.

First: City of Cotati – Susan Harvey

Second: City of Healdsburg – Larry Zimmer

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	ABSENT
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.

8. Board Member Comments

- Cotati's Climate Ready Fair was extremely successful and well attended
- Patrick attended the Climate Ready fair which was held at the Smart Train Station and whenever the train stopped a new wave of people would come to the fair. It was nice to see people taking public transportation.
- City of Sebastopol has the upcoming Apple Blossom Festival on April 26th and 27th. Would like Zero Waste Sonoma's assistance with achieving zero waste goals for next year's event.
- The Sonoma County Transportation Authority (SCTA) proposed outlawing lawn of any sort, whether that being turf or artificial grass unless it has a demonstrable purpose at their previous board meeting.
- City of Santa Rosa along with other jurisdictions are launching Every Piece Inspires Change (EPIC) Program which is aimed at reducing trash in our streets and storm drains that flow directly into local creeks and out to the ocean. The campaign will officially launch with a community cleanup in Roseland on Earth Day, April 22nd.
- City of Petaluma is holding Future Fest on May 4th which will showcase climate action initiatives.

9. Executive Director Report – VERBAL REPORT

10. Staff Comments – NO ACTION

11. Next ZWS meeting: May 15, 2025

12. Adjourn: 10:03 a.m.



Agenda Item #: 4.2
 Agenda Date: 5/15/2025

ITEM: April, May, June 2025 Outreach Calendar

April 2025 OUTREACH

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

May 2025 OUTREACH

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

June 2025 OUTREACH

Start date	End date	Start time	End time	Event
6/3/25	6/3/25	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
6/7/25	6/7/25			Sonoma Wild Music Festival (Rohnert Park)
6/10/25	6/10/25	4:00 PM	8:00 PM	HHW Collection Event (Rohnert Park)
6/17/25	6/17/25	2:00 PM	7:00 PM	HHW Collection Event (Oakmont)
6/20/25	6/22/25	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)
6/21/25	6/21/25	9:00 AM	5:00 PM	Mattress Collection Event (Santa Rosa)
6/24/25	6/24/25	3:00 PM	8:00 PM	HHW Collection Event (Windsor)



Agenda Item #: 4.3
Staff Contact: Sales
Agenda Date: 5/15/25
Approved By: LL

ITEM: Approval of the Sixth Amendment to the Oil Program Management Agreement with Soluna Outreach Solutions

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board authorize the Zero Waste Sonoma (ZWS) Executive Director to execute a Sixth Amendment to the Oil Program Management Agreement with Soluna Outreach Solutions.

II. BACKGROUND

In 2017, ZWS released an RFP for Oil Payment Program (OPP) management. Soluna Outreach Solutions was the only contractor to submit an RFP response. The Board approved a three-year agreement allowing for two additional annual extensions. In June 2020, ZWS utilized the first annual extension permitted by the agreement. The Board of Directors approved subsequent one-year extensions in 2021, 2022, 2023, and 2024. This Sixth Amendment would extend the term another year, ending June 30, 2026.

III. DISCUSSION

The proposed changes in the Sixth Amendment to the Oil Program Management Agreement include:

1. Updated term of the agreement to expire on June 30, 2026.
2. Increased funding amount from \$45,000 to \$55,000 per fiscal year.

IV. FUNDING IMPACT

The Oil Program Management Agreement is funded through CalRecycle's OPP grant. Historically, CalRecycle's statewide budget for OPP is around \$11M with ZWS receiving between \$145,000-\$150,000 per year. Soluna Outreach Solutions received \$70,000-\$75,000 per year between FY 17-18 to FY 20-21.

During the FY 21-22, CalRecycle's statewide budget for OPP¹¹ was cut by approximately 60% and ZWS received \$78,349. Therefore, the Second Amendment of the Oil Payment Management Agreement with Soluna Outreach Solutions was reduced to \$40,000.

The Third Amendment to the Oil Program Management Agreement with Soluna Outreach Solutions authorized a budget of \$45,000, an increase of \$5,000 from FY 21-22.

The Fourth and Fifth Amendments to the Oil Program Management Agreement maintained the budget of \$45,000 for Soluna Outreach Solutions. However, since the decline of COVID-related

event closures, Soluna has prioritized in-person community events as the majority of the outreach conducted under this Agreement. Over the past two fiscal years, Soluna has expended its outreach budget before the end of the contract, resulting in a decrease in services.

For OPP15, ZWS will receive \$88,467 from CalRecycle to manage the used oil program during FY 2025-2026. The majority of OPP15 funds will be dedicated to in-person community outreach events.

Staff recommends allocating \$55,000 of the awarded OPP15 grant funds to Soluna Outreach Solutions for Oil Program Management. The increase in contractor funds will allow Soluna to continue to represent the Agency at in-person community outreach events for an entire year.

The contract value was already taken into consideration and approved in the FY 25-26 ZWS Budget.

V. ATTACHMENTS

1. Sixth Amendment to Oil Program Management Agreement
2. Resolution No.: 2025-06
3. Soluna FY 25-26 Scope of Work & Budget

SIXTH AMENDMENT TO AGREEMENT WITH SOLUNA OUTREACH SOLUTIONS FOR OIL PROGRAM MANAGEMENT

This Sixth Amendment to Agreement for Oil Program Management (“Sixth Amendment”) is made as the 15th day of May, 2025, by the Sonoma County Waste Management Agency (“SCWMA”) and Soluna Outreach Solutions (“Contractor”).

RECITALS

- A. SCWMA and Contractor entered into that certain Agreement for Oil Program Management (the “Agreement”), dated June 21, 2017, pursuant to which Contractor agreed to the management, outreach, and education of the Used Motor Oil and Filter Program; and
- B. SCWMA and Contractor entered into a First Amendment to Agreement on June 1, 2020 that extended the term of the Agreement to June 30, 2021; and
- C. SCWMA and Contractor entered into a Second Amendment to Agreement on June 1, 2021 that extended the term of the Agreement to June 30, 2022; and
- D. SCWMA and Contractor entered into a Third Amendment to Agreement on July 21, 2022 that extended the term of the Agreement to June 30, 2023; and
- E. SCWMA and Contractor entered into a Fourth Amendment to Agreement on July 1, 2023 that extended the term of the Agreement to June 30, 2024; and
- F. SCWMA and Contractor entered into a Fifth Amendment to Agreement on May 16, 2024 that extended the term of the Agreement to June 30, 2025; and
- G. SCWMA and Contractor desire to enter into a Sixth Amendment to Agreement that will extend the term of the Agreement to June 30, 2026.

AMENDMENT

- 1. Amendment to Section 2. Section 2 of the Agreement is hereby amended in its entirety to read as follows:
 - a. “2. Payment. Contractor shall invoice SCWMA on a monthly basis for all services and incidental costs required hereunder not to exceed fifty-five thousand dollars (\$55,000) per fiscal year. Since this Agreement is reliant on the Oil Payment Program Funds from the Department of Resources Recycling and Recovery which are allocated annually, Contractor may only expend the budget for the then-current fiscal year regardless of the total value of this Agreement. The fiscal year for SCWMA is from July 1 to June 30. Food related items and meal reimbursements shall not be an allowable expense.”
- 2. Amendment to Section 3 of the Agreement is hereby amended in its entirety to read as follows:
 - a. “3. Term of Agreement. The term of this Agreement shall be from July 1, 2017 to June 30, 2026, unless terminated earlier in accordance with the provisions of Article 4 below.”

3. Amendment to Exhibit A. Exhibit A – Scope of Work of the Agreement is amended as attached. Should the scope of services be affected by COVID-19 and/or related closures, amendments to Exhibit A shall be mutually agreed upon by Contractor and SCWMA.
4. No Other Changes. Except as amended by this Sixth Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Agreement for Oil Program Management on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE
MANEGEMENT AGENCY

By: _____

Leslie Lukacs, Executive Director

Date: _____

CONTRACTOR:

SOLUNA OUTREACH SOLUTIONS

By: _____

Hugo Mata, Principal

Date: _____

APPROVED AS TO FORM:

By: _____

Ethan Walsh, Agency Counsel

RESOLUTION NO.: 2025-06
DATED: May 15, 2025

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("AGENCY") AUTHORIZING A SIXTH AMENDMENT TO AGREEMENT WITH SOLUNA OUTREACH SOLUTIONS ("CONTRACTOR") FOR PROFESSIONAL SERVICES FOR OIL PROGRAM MANAGEMENT

WHEREAS, Contractor represents to Agency that it is a duly qualified firm experienced in public education and used oil related services; and

WHEREAS, in the judgment of the Board of Directors of the Agency, it is necessary and desirable to employ the services of Contractor to assist in the management of its oil recycling program.

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency's Executive Director to execute the Sixth Amendment to Agreement with Soluna Outreach Solutions for Oil Program Management through June 30, 2026.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: May 15, 2025

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

Scope of Work
Used Motor Oil and Filter Recycling (Community Outreach)
Zero Waste Sonoma
July 1, 25 – June 30, 26

Soluna Outreach Solutions has the advantage of more than twenty years of experience performing the tasks in the Request for Proposal. In preparing this Scope of Work, we have carefully analyzed the records of past years to ensure that our proposal continues and builds upon the services that the Zero Waste Sonoma (formerly known as Sonoma County Waste Management Agency) has depended upon to date.

Our plan is organized into three sections which correspond with the reporting categories in the annual CalRecycle OPP report. By tracking our time and expenses and invoicing to these categories, reporting will be simplified, and program goals will also be easier to track.

The narrative below corresponds to the items in the attached budget spreadsheet.

I. Used Oil Collection Center Visits and Assistance

This section includes two yearly tasks which are billed as lump-sum increments, plus professional time to assist collections centers.

A. DIYer Perspective: visits to Collection Centers by ‘secret shoppers.’

We will recruit and train volunteers from the Redwood Empire Classic Chevy Club (or similar organization if necessary) to visit all of the sites listed in the Recycling Guide including certified and non-certified businesses and the government-operated sites (Central Landfill/HHW facility, transfer stations, and city facilities). We will pay the Club a stipend for each location.

We will provide written instructions to the Club members and individual data forms preprinted with the location names, addresses, phone numbers and operating hours. Data requested on the forms will include visibility of signs, acceptance of used oil and filters, and evaluation on a scale of 1-5 on whether the collection center staff were knowledgeable about the program, friendly and prompt. There is also room for comments and observations by the volunteers. Other questions may be included to address priority issues in any given year. Data from the completed forms will be entered into a spreadsheet and a summary report prepared.

B. Collection Center Site Visits

We will visit each of the businesses participating in the program, including those certified by CalRecycle and uncertified. We will update (with approval from Agency staff) and provide the “Collection Center Basics” flier to each location, as well as Recycling Guides and other Agency materials as desired, and other CalRecycle materials from the CCC Operators Guide as needed.

For each location, we will complete the CalRecycle site visit form. We will also provide on-the-spot assistance as needed including providing signage (CalRecycle oil and filter recycling signs, no

dumping signs, and tank labels instructing staff to avoid accepting contaminated oil.) When necessary to address immediate issues or to obtain data not available from store staff present during the visit, we will follow up with phone calls to managers, including corporate offices as needed.

We will also obtain quantity data on used oil and filters accepted for recycling, using a combination of manager estimates, reported number of hauls of filter drums, and logs where available, to augment the CalRecycle claims data. The claims data is most useful for the auto parts chains AutoZone and O'Reilly which receive only DIYer oil and report routinely each quarter. For oil at other locations and for all filter data, the other methods are needed.

All of the data will be entered into spreadsheets and a summary report prepared. The quantity data will be totaled for certified and non-certified collection centers as these categories are needed for the annual CalRecycle report.

C. Assist Collection Center Businesses

We have budgeted for 25 hours of time per year on an as-needed basis. This reflects the approximate level of staffing devoted to this task in recent years. Examples may include responding to requests for assistance with applying for the incentive claim, recertifying or other CalRecycle compliance or with issues such as illegal dumping; working with Zero Waste Sonoma staff on special projects such as arranging for equipment or signage at transfer stations, marinas or other collection locations; recruiting new collection centers as needed to fill gaps or as desired by staff; researching and responding to emerging issues such as the filter cartridge and DTSC filter rules currently impacting programs; liaising with the North Bay Conservation Corp when needed and appropriate to assist collection centers.

II. Publicity and Education

This section comprises the lion's share of the budget. Each of the tasks are budgeted at levels reflecting those of recent years. Time and expenses may vary from year to year among these tasks as activities, opportunities and priorities change.

NOTE: In the event that person-to-person outreach is eliminated due to cancelled community events caused by any public health crisis, Soluna Outreach Solutions is prepared to create other community outreach alternatives. These will involve a larger expense in media and other channels, that will help in engaging the community to properly recycle used motor oil and filters.

These channels are highlighted with a highlighted **NOTE** in each of the following proposed tasks and may be expanded upon or changed in agreement with Zero Waste Sonoma staff.

A. Media

Hugo Mata will assist staff with media buys in English and Spanish media; media placement including arranging interviews and seeking print articles. Media buys and other expenses such as art costs are to be paid by Zero Waste Sonoma.

NOTE: The current amount allocated in the budget for media buys will have to be increased if community events are cancelled for FY25-26. Soluna Outreach Solutions will negotiate the best deal packages including free spots and reduced rates for print ads.

B. Outreach Events

Time is budgeted for researching, planning and scheduling events throughout the year and in all parts of Sonoma County; setting up, conducting outreach, and taking down displays; and monthly reports detailing each event. Staff are bilingual and conversant in all Agency programs as well as the used oil recycling program. Expenses include travel to events, parking and incidentals. Pass-through costs include event registrations, display equipment and materials, storage for materials, and some giveaways. Additional giveaways, particularly oil and filter recycling containers, may be requested of staff as needed. Some event outreach expenses may be pro-rated from time to time with other clients, allowing the budget to go farther.

NOTE: If some events are cancelled due to any public health crisis, the budgeted time and expenses allocated for this task will be shifted to Task: IIF Development of Web and Social Media Outreach; which is explained in detail below.

C. Nuestra Tierra Weekly Radio Show (NOTE: this item is included in the budget for FY25-26 and provides a good opportunity to outreach the community, anytime of the year)

Hugo Mata is producer and host of the weekly show “*Nuestra Tierra*” (“Our Earth”) on KBBF Radio. This program began in 2014 through a unique partnership between the Sonoma County Waste Management Agency’s used oil recycling program and the Bilingual Broadcasting Foundation’s community broadcast training program.

The show features in-depth information on a wide range of environmental topics, including interviews with representatives of various agencies and programs, and call-ins from listeners. Individual programs may feature multiple topics or in some cases be almost entirely devoted to specific issues, so the cost is divided into increments of one quarter of each show. Also, because the programming is heard throughout the region, we are able to focus some shows on specific topics for the full hour with information particular to up to four jurisdictions, and divide the cost accordingly. (Thus, for example a July program on curbside pick-up of used motor oil and filters might include details for curbside pick-up in multiple counties.) We have budgeted for 25 segments during the year to promote used motor oil and filter recycling programs, which will be aired on up to 30 of the weekly shows. This format allows a great deal of flexibility for Agency priorities as campaigns on specific topics can be given very in-depth coverage on some shows while ongoing programs can receive frequent reinforcement and repetition.

D. DMV Outreach

Bilingual staff sets up a small display outside the Santa Rosa or Petaluma offices of the Department of Motor Vehicles to engage patrons and answer questions as they are waiting in line to do business. Shifts are generally 3-4 hours on weekday mornings.

NOTE: If community outreach at DMV buildings in Sonoma County is not allowed due to public health crisis, the allocated budget will also be shifted to other tasks (possibly Task IIA and Task IIG)

E. Community Presentations

These are opportunities to engage groups of people in more in-depth discussions about proper recycling of used motor oil and related issues. Conducted by bilingual staff, these include both English language and Spanish language groups. Examples may include Labor Centers, Rotary Clubs and various programs for parents of school children, and auto shop classes.

F. Development of Web and Social Media Outreach.

NOTE: The new normal to engage the community of Sonoma County during and after a public health crisis must consider an ongoing bilingual informational platform that includes Social Media, Web presence, In-Store radio, and digital signage at different local markets and restaurants.

During fiscal year 2020-2021, Soluna worked with NEXO Media on behalf of Zero Waste Sonoma to develop this bilingual platform that will engage the community through audio and vibrant visuals emphasizing the proper recycling of used motor oil and filters in Sonoma County. If need be, we are proposing to continue the use of this platform in the fiscal year 2025-2026. This platform includes:

Radio Production

Fully produced audio spots for Radio, In-Store Radio and Social Media.

Video Shoot and Video Production/Content

Video spots will be created, edited and produced to enhance visual effects and showcase the different resources to properly recycle used motor oil and filters (i.e. curbside pick-up, CCC's and HHW Facility). They will also highlight the different resources for Do-It-Yourself oil changers to recycle the oil and filters properly. Other messages might include the importance of used motor oil and filter recycling to avoid polluting our water and keeping our environment safe and healthy.

In Store Radio

Many local stores, restaurants and supermarkets are part of a network of stores airing produced radio spots highlighting local services, programs etc. Through this platform, the used motor oil and filter recycling message will be repeated several times a day. While in the store, customers will be exposed to this audio message.

Digital Signage

Nexo Media has a good number of panels (TV screens) located in high foot traffic Latino retail businesses including Lola's Markets, Rancho Mendoza and popular restaurants like Molcajetes. The video will run every 10 minutes or so during the site's business hours.

G. Filter Drainer Kit Home Delivery

NOTE: If many community events are cancelled due to public health crisis during FY 2025-26, Soluna will continue to work with Agency staff to provide home delivery of filter drainer kits (i.e. filter drainer and oil rag) to Do-It-Yourself oil changer that requested them.

Soluna will continue to offer home delivery of this “Filter Drainer Kits” to those residents that request them. We will keep a detailed spreadsheet with names and other information necessary to deliver those kits and will be provided to Agency staff as requested.

H. English as Second Language Lesson “the Family Car”

This program targets adult English learners through local ESL teachers, primarily through the Santa Rosa Junior College non-credit ESL program. Each year we will update the student lesson, incorporating the current used oil pages from the Recycling Guide. We will also keep the teacher packet updated with any changes. We will provide all the materials to the teachers including copies of the student book, ‘realia’ (a box of items including drain pan, filter, oil container, plastic jug, etc.) power point and overhead transparencies, and bingo game. We will pay the teachers a stipend for completing the class record form documenting the lesson, and invoice based on these completed forms. All costs, including a summary report at the end of each fiscal year are included in the unit price.

NOTE: Soluna proposes three classes to be taught during FY25-26.

III. Administration and Meetings

This section includes costs categorized as Administration in the OPP annual report to CalRecycle.

A. Workshops and Meetings

Attendance at Household Hazardous Waste Information Exchanges, Used Oil/HHW Conferences, and other related CalRecycle workshops and meetings is an allowable expense under the OPP, and Hugo Mata will attend as desired by staff and within the allocated budget. Such attendance will generally be pro-rated with other clients. In the event that Agency staff decide to host the HHWIE we would be available to assist. Time is also budgeted for attendance and presentations to the SCWMA Board if desired.

B. Assist Zero Waste Sonoma Staff as Needed with CalRecycle Reporting

Soluna will assist staff with preparation for the CalRecycle OPP annual report and any other related tasks as needed.

C. Record keeping, Reports and Invoicing

All time logs, invoices, CalRecycle approvals, and other materials will be kept on file and available to Zero Waste Sonoma staff or state auditors upon request. Each invoice will be organized by the three sections corresponding to CalRecycle reporting categories, with a brief description of the work performed.

Budget

The budget page includes time and expenses to accomplish the tasks described on a yearly basis. Professional time is billed at \$120 per hour, outreach and clerical time at \$70 per hour. Mileage is billed at the State of California approved rate, currently \$0.70/ mile. Copies are billed at \$0.20 for black and white, \$0.60 for color. Pass-through costs are passed through without markup except for a \$5 administrative fee for each payment.

**OIL PROGRAM MANAGEMENT
PROPOSED ANNUAL BUDGET FY 25-26**

TASKS	Units	Unit Price	Unit price extension	Soluna Hrs @ \$120	C2 Hrs @ \$120	Soluna Hrs @ \$70	Time Hrs Total	Time \$ Total	Pass-through Costs	Expenses	Total Cost
I. Used Oil Collection Center Visits and Assistance											
A. DIYer Perspective: visits to all collection centers including the ABOPS, by DIYers recruited as "secret shoppers".	1	\$4,000.00	\$4,000.00				0	\$0.00			\$4,000.00
B. Collection Center Site Visits: visits to all certified and non certified collection centers (not including ABOPS) to complete CalRecycle requirements, offer assistance, and obtain quantity data	1	\$7,000.00	\$7,000.00				0	\$0.00			\$7,000.00
C. Assist collection center businesses. May include working with SCWMA staff to provide equipment; help with illegal dumping and other issues; assistance with CalRecycle issues such as signage, certification, filing incentive claims etc.			\$0.00		25		25	\$3,000.00		\$155.00	\$3,155.00
task total				0	25	0	25	\$3,000.00	\$0.00	\$155.00	\$14,155.00
II. Publicity and Education											
A. Media: assist staff with media buys in English and Spanish media; media placement including arranging interviews and seeking print articles. Time includes drafting scripts and obtaining CalRecycle approval.			\$0.00	8			8	\$960.00	\$1,000.00		\$1,960.00
B. Outreach events: Pass-through expenses include registration fees, display materials, storage for materials, and giveaways.			\$0.00	2		170	172	\$12,140.00	\$2,000.00	\$600.00	\$14,740.00
C. Nuestra Tierra weekly radio show- prorated portions of up to 30 shows, unit price is 1/4 of one-hour show. Includes all broadcast expenses, prep and scheduling, and reporting.	25	\$125.00	\$3,125.00				0	\$0.00			\$3,125.00
D. DMV Outreach			\$0.00	3		65	100	\$4,910.00		\$575.00	\$5,485.00
E. Community Presentations including Labor Centers, Parents groups (Pasitos, CAP, Headstart etc)			\$0.00	3		55	58	\$4,210.00			\$4,210.00
F. Development of web and Social media outreach. Pass-through expenses include In-Store Radio and Digital Signage at local stores			\$0.00	5			5	\$600.00	\$1,000.00		\$1,600.00
G. Filter Drainer Kit Home Delivery.			\$0.00	5		24	29	\$2,280.00		\$490.00	\$2,770.00
H. ESL lesson "The Family Car"	3	\$425.00	\$1,275.00				0	\$0.00			\$1,275.00
task total				26	0	314	372	\$25,100.00	\$4,000.00	\$1,665.00	\$35,165.00
III. Administration and Meetings											
A. Workshops and meetings including attendance/ presentations at SCWMA meetings as desired; Household Hazardous Waste Information Exchanges, Used Oil/HHW Conferences, and other related workshops/ meetings. Time and expenses to be prorated with other clients where possible.			\$0.00	20			20	\$2,400.00		\$520.00	\$2,920.00
B. Assist SCWMA staff as needed with CalRecycle requirements, reporting etc.			\$0.00		4		4	\$480.00			\$480.00
C. Record keeping, reports and invoicing.			\$0.00	12		12	24	\$2,280.00			\$2,280.00
task total				32	4	12	48	\$5,160.00	\$0.00	\$520.00	\$5,680.00
TOTAL ALL TASKS:				58	29	326	445	\$33,260.00	\$4,000.00	\$2,340.00	\$55,000.00



Agenda Item #: **4.4**
Staff Contact: **Scott**
Agenda Date: **May 15, 2025**
Approved By: **LL**

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

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

II. BACKGROUND

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

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

ZWS brought a First Amendment to the Agreement to the Board in May of 2023 to extend the term by one year and update the schedule of costs. The Second Amendment to the Agreement was brought to the Board in June 2024 again to extend the term by one year and update the schedule of costs.

III. DISCUSSION

Operations at the HHW facility have returned to pre-pandemic quality, however tariffs and economic uncertainty could affect operations and services. This agreement will be a safeguard against any potential issues.

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

Staff is requesting a Third Amendment to extend the contract with ACTenviro through June 30, 2026. The Second Amendment also updates the pricing structure.

IV. FUNDING IMPACT

ACTenviro's disposal rates are higher than Clean Harbors by approximately 18%. Clean Harbors averages between \$40,000 - \$70,000 in disposal fees per month and any funds paid to ACTenviro will be a reduction to the Clean Harbors budget appropriations. Staff is requesting the Board approve ACTenviro's services not to exceed \$140,000 per fiscal year through FY 2026.

V. ATTACHMENTS

Resolution

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

Agreement for On-Call HHW Transportation and Disposal Services

RESOLUTION NO.: 2025-07

DATED: May 15, 2025

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

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

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

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

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

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

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

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

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

WHEREAS, the Agency and Contractor entered into a Second Amendment to the agreement on June 20, 2024 to extend the term until June 30, 2025 and adjust the pricing structure; and

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

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency's Executive Director to execute the Third Amendment to the Agreement with ACTenviro for On-Call Household Hazardous Waste Transportation and Disposal Services through June 30, 2026.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: May 15, 2025

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

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

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

RECITALS

- A. Agency and Contractor entered into an Agreement for On-Call Household Hazardous Waste Transportation and Disposal Services ("Agreement") executed on October 27, 2021, pursuant to which Contractor agreed to transport and dispose of household hazardous waste as needed, and expired on June 30, 2023; and
- B. Agency and Contractor entered into a First Amendment to the agreement on May 18, 2023 to extend the term until June 30, 2024 and adjust the pricing structure; and
- C. Agency and Contractor entered into a Second Amendment to the agreement on June 20, 2024 to extend the term until June 30, 2025 and adjust the pricing structure; and
- C. Agency and Contractor desire to update the payment terms and extend the term of the Agreement to expire on June 30, 3026.

AMENDMENT

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

"3. Term of Agreement. The term of this Agreement shall be from Effective Date to June 30, 2026, unless terminated earlier in accordance with the provisions of Article 4 below."
- 2. Amendment to Exhibit B. Exhibit B is hereby amended in its entirety to read as follows:

EXHIBIT B
SCHEDULE OF COSTS

WASTE DISPOSAL MATRIX

Category	Qty HHWCF FY20/21	Waste Mgmt. Method	Waste Packaging Method	Unit Size (priced per container unless noted lb.)	T&D Cost per Unit	Pounds per Unit
Flammable & Poison						
Flammable solid	3,750	DI	LO	55	\$455.00	250
Fussee	946	DI	LO in H2O	5	\$410.00	120
Flammable Liquid Loose Pack	172,550	FB	LO	55	\$270.00	250
Flammable Liquid - Bulk	61,650	FB	BU	55	\$180.00	450
Oil Based Paint - PaintCare	157,270	FB	LO	Varies	N/A	750
Paint Related Material	216,200	FB	LO	CYB	\$720.00	900
Poison liquids	179,505	DI	LP	55	\$345.00	250
Poison solids	73,550	DI	LP	CYB	\$810.00	900
Reactives (4.1, 4.2, 4.3)	61	DI	LP	5	\$325.00	20
Flares - 1.4D	50	DI	LP	5	\$385.00	15
Acid						
Acid	42,000	TR	LP	55	\$325.00	250
Base						
Base	100,064	TR	LP	55	\$210.00	250
Oxidizer						
Organic peroxides	38	DI	LP	5	\$250.00	15
Oxygen-thin walled cylinders	15	RC	LP	EA	\$40.00	
Oxidizing base	29,700	TR	LP	55	\$490.00	250
Oxidizing acid	6,236	TR	LP	20	\$450.00	50
PCB-containing						
Other PCB waste (ballasts)	4,200	DI	LP	LB	\$7.00	700
Aerosol						
Aerosols	89,500	FB/DI	LO	CYB	\$650.00	600
Reclaimable						
Antifreeze	46,058	RC	BU	GAL		8.5
Lead-Acid Batteries	N/A	RC	PA	lb	\$0.35	40
Fluorescent Tubes	N/A	RC	LO	LF	\$0.17	0.125
HID lamps	N/A	RC	LO	EA	\$3.00	0.50
Compact fluorescent lamps	N/A	RC	LO	EA	\$1.25	0.25
U-Tubes	N/A	RC	LO	EA	\$1.25	0.50
UV Lamps	N/A	RC	LO	EA	\$6.00	0.625
Latex Paint - PaintCare (box)	175,537	RC	LO	CYB	N/A	750
Latex Paint - PaintCare (roll-off)	893,000	RC	LO	Roll-off	N/A	20,000
Motor Oil	197,195	RC	BU	GAL		8
Oil Filters	6,000	RC	LO	55	\$125.00	400
Mercury	190	RC	LP	5	\$550.00	25
Other						
Propane 5 gal	17,855	RC	PA	EA	\$25.00	25
MAPP Gas	150	RC	LO	EA	\$15.00	30
Flammable Gas small cys.	7,006	RC	LO	CYB	CBC	450
Fire Extinguishers	13,510	RC	LO	EA	\$20.00	200
Freon 16oz - 2-gal	120	RC	LO	EA	\$35.00	40
Spray Foam 1-5 gal	400	DI	LO	EA	\$45.00	400
Sharps	N/A	DI	LO	Tub	\$45.00	25
Non-PCB Ballasts	4,301	DI	LO	LB	\$0.60	700
Alkaline Batteries	63,300	RC	LO	55/lb	\$0.90	700
Rechargeable batteries	N/A	RC	LO	55/lb	\$0.55	600
Lithium Batteries	N/A	RC	LO	lb	\$4.55	40
Lithium-Ion Batteries	N/A	RC	LO	lb	\$0.65	40
Button Cell batteries	N/A	RC	LO	lb	\$4.50	50
Empty Drums	0	RC	LO	EA	\$20.00	50
Asbestos	1,800	LF	LO	CYB	\$375.00	750

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

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for On-Call Household Hazardous Waste Transportation and Disposal Services as of _____, 2025.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: _____
Leslie Lukacs, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

CONTRACTOR:

ACTenviro

By: _____
Signature

Name: _____

Title: _____

Date: _____



Agenda Item #: 4.5
Cost Center: Organics
Staff Contact: Tan
Agenda Date: 05/15/25
Approved By: LL

ITEM: Amendments to Short-Form Agreements with Petaluma Bounty and Zero FoodPrint for Implementation of a USDA Grant

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the amendments to the short-form agreements with Petaluma Bounty and Zero FoodPrint, authorizing a 1-year extension for each grant partner to complete their programs for increasing food recovery and composting in Sonoma County.

II. BACKGROUND

Staff submitted an application to the USDA Composting and Food Waste Reduction (CFWR) grant on September 1, 2022 and was successfully awarded \$298,500 on March 27, 2023. The ZWS Executive Director signed short-form agreements with three grant partners: Petaluma Bounty, Zero FoodPrint, and Daily Acts.

Petaluma Bounty received \$115,500 and was tasked with building local capacity for food recovery. Their project was to identify food recovery and distribution organizations around Sonoma County through a Request for Proposals (RFP) process and redistribute grant funds to four organizations. Each of the chosen organizations was awarded \$20,000 and represents Supervisorial Districts 1 through 4. Unfortunately, there were no applicants for District 5, and the excess funds were reallocated for administrative costs. Each organization would use the funds to conduct food recovery needs assessments in their respective geographic zone and distribute educational materials regarding food waste reduction, preservation, and safe storage.

Zero FoodPrint received \$122,500 for carbon sequestration projects, which included a \$10,000 subcontract with the Gold Ridge Resource Conservation District (RCD) and a \$10,000 subcontract with the Sonoma RCD. They would engage local farmers and ranchers, providing grant-funded compost, assistance with land application, and education in switching to sustainable agricultural practices. In addition, they established a goal to engage at least 20 restaurants, wineries, and food businesses in a collective funding mechanism to continue climate-smart agriculture past the grant term.

Daily Acts received \$20,500 to provide direct education to Sonoma County residents about the benefits of compost application in community and home gardens or landscaping. They would primarily share information through tabling events and workshops at existing events held by ZWS, the UC Cooperative Extension's Master Gardeners, Cities and the County, and other partners.

III. DISCUSSION

To decrease time constraints with grant implementation, ZWS staff sought a 1-year, no-cost grant program extension from the USDA, which was approved on September 1, 2024. The current

agreements with all three grant partners are set to expire on May 23, 2025. Daily Acts has completed their portion of the grant project and does not require an extension. However, Petaluma Bounty and Zero FoodPrint anticipate completing their projects later in 2025 or early 2026. The amendments to their respective agreements will set a new expiration date of May 23, 2026, with no other changes.

IV. FUNDING IMPACT

Amendments only extend the term for an additional year and have no changes to funding provided to Petaluma Bounty or Zero FoodPrint.

V. ATTACHMENTS

First Amendment to the Agreement with Zero FoodPrint for USDA Composting and Food Waste Reduction Grant

First Amendment to the Agreement with Petaluma Bounty to Administer Food Recovery Program
Resolution to Amend Short-Form Agreements with Petaluma Bounty and Zero FoodPrint for Implementation of a USDA Grant

FIRST AMENDMENT TO THE AGREEMENT FOR USDA COMPOSTING AND FOOD WASTE REDUCTION GRANT

This First Amendment to the Agreement for USDA Composting and Food Waste Reduction Grant (“Agreement”) is made as of the 15th day of May, 2025, by the Sonoma County Waste Management Agency (“Agency”), and Zero FoodPrint. (“Contractor”).

RECITALS

A. Agency and Contractor entered into that certain Agreement for USDA Composting and Food Waste Reduction Grant (“Agreement”), dated February 28, 2024, pursuant to which Contractor agreed to increase soil carbon sequestration and build an ongoing funding mechanism using grant funds; and

B. The Agreement is set to expire on May 23, 2025; and

C. The USDA Office of Urban Agriculture and Innovative Production (OUAIP) granted the Agency a no-cost extension of their project for one (1) year.

AMENDMENT

1. **Amendment to Section 6 Term.** Section 6 of the Agreement is hereby amended in its entirety to read as follows:

6. **Term.** This agreement will expire on May 23, 2026.

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

[Agreement continues on the following page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for USDA Composting and Food Waste Reduction Grant on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: _____
Leslie Lukacs, Executive Director

Date: _____

CONTRACTOR:

ZERO FOODPRINT

By: _____
Anthony Myint, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

FIRST AMENDMENT TO THE AGREEMENT TO ADMINISTER FOOD RECOVERY PROGRAM

This First Amendment to the Agreement to Administer Food Recovery Program ("Agreement") is made as of the 15th day of May, 2025, by the Sonoma County Waste Management Agency ("Agency"), and Petaluma Bountly / Petaluma People Services Center. ("Contractor").

RECITALS

A. Agency and Contractor entered into that certain Agreement to Administer Food Recovery Program ("Agreement"), dated February 28, 2024, pursuant to which Contractor agreed to identify food recovery and distribution organizations around Sonoma County through a Request for Proposals (RFP) process to distribute grant funds and build local capacity for food recovery; and

B. The Agreement is set to expire on May 23, 2025; and

C. The USDA Office of Urban Agriculture and Innovative Production (OUAIP) granted the Agency a no-cost extension of their project for one (1) year.

AMENDMENT

1. **Amendment to Section 6 Term.** Section 6 of the Agreement is hereby amended in its entirety to read as follows:

6. **Term.** This agreement will expire on May 23, 2026.

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

[Agreement continues on the following page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for USDA Composting and Food Waste Reduction Grant on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: _____
Leslie Lukacs, Executive Director

Date: _____

CONTRACTOR:

PETALUMA BOUNTY / PETALUMA PEOPLE
SERVICES CENTER

By: _____
Elece Hempel, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

DATED: May 15, 2025

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA ("ZWS"), AUTHORIZING AMENDMENTS TO THE SHORT-FORM AGREEMENTS WITH PETALUMA BOUNTY AND ZERO FOODPRINT FOR IMPLEMENTATION OF A USDA GRANT

WHEREAS, ZWS submitted an application to the USDA Composting and Food Waste Reduction (CFWR) grant on September 1, 2022 and was successfully awarded \$298,500 on March 27, 2023; and

WHEREAS, the ZWS Executive Director signed short-form agreements with three grant partners: Petaluma Bounty, Zero FoodPrint, and Daily Acts, each expiring on May 23, 2025; and

WHEREAS, ZWS sought a 1-year, no-cost grant program extension from the USDA, which was approved on September 1, 2024; and

WHEREAS, Petaluma Bounty and Zero FoodPrint desire more time to complete their grant projects.

NOW, THEREFORE, BE IT RESOLVED that the ZWS Board hereby authorizes ZWS's Executive Director to execute the Amendment to the two Agreements with Petaluma Bounty and Zero FoodPrint for implementation of a USDA Grant through May 23, 2026.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: May 15, 2025

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



Agenda Item #: 5
Staff Contact: Pagal
Agenda Date: 5/15/25
Approved By: LL

ITEM: Consideration of an Agreement with Reuse Alliance to Conduct a Repair Event and Reuse Education Program

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board execute the Agreement with Reuse Alliance for a Sonoma County Repair Event and Reuse Education Program and approve the projected cost of services totaling \$50,000 effective from July 1, 2025 through June 30, 2026 with an option to extend for up to three years.

II. BACKGROUND

A new permanent program for ongoing repair events and reuse education was approved as part of the final FY 25-26 budget by the Board at the February 20, 2025 regular meeting.

At the March 2025 Board Meeting, the Board directed staff to release the Request for Proposals (RFP) to implement a Sonoma County Repair Event & Reuse Education Program.

The primary objectives of this project are to:

1. Promote Repair and Reuse Culture: Foster a culture of repair and reuse among Sonoma County residents, emphasizing environmental sustainability and reducing waste.
2. Provide Education and Hands-on Workshops: Offer educational sessions and hands-on workshops at Repair Events to teach attendees skills for repairing common household items.
3. Reduce Waste Sent to Landfills: Reduce the volume of waste sent to landfills by encouraging residents to repair and reuse items rather than discard them.
4. Increase Community Engagement: Strengthen community participation through interactive, accessible events that connect local experts with residents.
5. Build Long-Term Skills: Equip participants with knowledge and skills they can apply beyond the Repair Fairs to encourage long-term repair practices in their everyday lives.

III. DISCUSSION

In 2022, Zero Waste Sonoma partnered with a number of local groups to host the first of many Repair Events for Sonoma County residents to get help fixing their clothing, bicycles, and other household items. Since then, we have also supported groups including Windsor We Act, the Russian River Rotary, and Zero Waste USA/Community Bikes, and Reuse Alliance in bringing repair opportunities to different areas in Sonoma County.

On March 21, 2025, staff issued the RFP for a Repair Event and Reuse Education Program. Staff received one proposal from Reuse Alliance, a C Corporation and 501(c)3 registered in California, prior to the deadline of April 22, 2025. One firm wrote to express confidence in their ability to

deliver on certain elements of the scope, however, suggested that local organizations may be better positioned to fulfill all requirements of the scope of work.

The proposal was reviewed and evaluated by Sloane Pagal, ZWS Zero Waste Program Manager, Thora Collard, ZWS Administrative Manager, and Marie Kneemeyer, Public Education Manager with Recology Sonoma Marin. A matrix listing the primary selection criteria was included in the RFP and the three evaluators found the Reuse Alliance proposal exceeded the minimum requirements.

Since 2022, Reuse Alliance has been running Repair Fairs across Sonoma County. In 2023, after hiring a new Executive Director, they increased the frequency and reach of these events and expanded programs into Marin. In 2024 alone, Reuse Alliance Repair Fair programs served 920+ attendees, repaired 519 items, and diverted 4,290 pounds from the landfill. The organization has an active community of over 200 volunteers who offer repair expertise and general assistance at events.

There is significant interest from local governments and communities across California in establishing repair networks and implementing events as an effective strategy for reducing waste sent to landfill. In addition, communities are also seeing tangible and intangible benefits associated with Repair Events, such as saving residents money, increasing awareness about reuse as a priority action separate from recycling, improving self-reliance, and inviting joy and gratitude among many participants.

IV. FUNDING IMPACT

\$50,000 has been budgeted for this project from the Agency's Education Fund, beginning in the 25-26 fiscal year.

V. ATTACHMENTS

Reuse Alliance Contract Resolution 2025

Agreement For Professional Services to Implement a Repair Event and Reuse Education Program In Sonoma County

Project Scope of Work & Reuse Alliance Implementation Timeline

Dated: May 15, 2025

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA (“ZWS”), AUTHORIZING AN AGREEMENT WITH REUSE ALLIANCE (“CONTRACTOR”) FOR A PROFESSIONAL SERVICES TO IMPLEMENT A REPAIR EVENT AND REUSE EDUCATION PROGRAM IN SONOMA COUNTY

WHEREAS, the Contractor represents that it is duly qualified and experienced in creating and establishing reusable foodware systems and associated tasks; and

WHEREAS, in the judgement of the Board of Directors of ZWS, it is necessary and desirable to employ the services of the Contractor to perform tasks to reduce waste sent to landfill; and

WHEREAS, the Contractor will promote repair culture through the provision of hands-on workshops and opportunities to build long-term fixing skills, as well as increase community awareness of reuse concepts; and

NOW, THEREFORE, BE IT RESOLVED that Zero Waste Sonoma hereby authorizes the Executive Director to execute an Agreement with Reuse Alliance to implement a repair event and reuse education program on behalf of all ZWS member agencies.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: May 15, 2025

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

AGREEMENT FOR PROFESSIONAL SERVICES TO IMPLEMENT A REPAIR EVENT AND REUSE EDUCATION PROGRAM IN SONOMA COUNTY

This agreement ("Agreement"), dated as of May 15, 2025 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and Reuse Alliance, a California 501(c)3 nonprofit (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Services related to the provision of a repair event and reuse education service program ("Program"); and

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

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

AGREEMENT

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

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

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

Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.

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

2. Payment.

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

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

3. Term of Agreement. The term of this Agreement shall be from July 1, 2025 to June 30, 2026, unless terminated earlier in accordance with the provisions of Article 4 below.

3.1 The Agency Board of Directors authorizes the Executive Director the ability to extend the term of the agreement by up to three (3) years provided that the payment amount, as defined in Section 2, is unchanged.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

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

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

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

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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 Reserved.

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

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

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

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

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

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

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

9. Representations of Contractor.

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

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Article 4, above,

Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

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

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

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

9.9 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with

this Agreement shall be the property of Agency. Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to Agency all such documents which have not already been provided to Agency in such form or format as Agency deems appropriate. Such documents shall be and will remain the property of Agency without restriction or limitation. Contractor may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Agency.

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

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

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

Agency: Zero Waste Sonoma
 Attention: Leslie Lukacs
 2300 County Center Drive, Suite B-240
 Santa Rosa, CA 95403
 Email: leslie.lukacs@sonoma-county.org
 Phone: (707) 565-3687

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

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

recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____

Leslie Lukacs, Agency Executive Director

Date: _____

Reviewed as to form:

Ethan Walsh, Agency Counsel

Date: _____

Contractor

Signature: _____

Title: _____

Date: _____

Scope of Work from ZWS Request for Proposals

The Agency is seeking the professional services of a Contractor with expertise in implementing repair events and implementing reuse education and outreach. The selected Contractor will lead efforts to coordinate and execute repair events for residents in Sonoma County. The contractor will also provide education to attendees and the greater Sonoma County community around the importance of reuse and ways to participate. This will involve the following tasks:

Task 1: Program Design and Planning:

- Develop a comprehensive plan to implement the Repair Event and Reuse Education Program in various locations across Sonoma County.
- Identify key areas for outreach and engagement, including underserved communities and areas with limited access to repair services.
- Collaborate with local environmental organizations, repair specialists, and volunteers to deliver effective programming.

Task 2: Repair Fair Organization:

- Coordinate and host ten Repair Events at locations throughout Sonoma County (one per member jurisdiction).
- Recruit and train staff, volunteers, and repair specialists to assist participants in repairing a variety of household items such as electronics, clothing, small appliances, furniture, lamps, and bicycles.
- Ensure that each event includes educational components (e.g., repair tutorials, tips on reuse, and sustainable living practices).
- Facilitate community-building opportunities, such as local partnerships with businesses or nonprofits.

Task 3: Workshops, Clothing Swaps, and Educational Materials:

- Develop and distribute educational materials (brochures, guides, online resources) that teach repair and reuse techniques and emphasize sustainability.
- Utilize local expertise to lead hands-on workshops that may include topics such as basic electronics repair, clothing repair, or furniture restoration.
- Coordinate clothing swaps in conjunction with workshops or repair events to enhance reuse activity.

Task 4: Community Engagement and Outreach:

- Conduct outreach and marketing efforts to encourage participation in the Repair Fairs and educational workshops, especially targeting underrepresented and hard-to-reach communities.
- Leverage social media, local publications, and community partnerships to advertise events and programs.
- Measure participant satisfaction and gather feedback to improve future events.

Task 5: Tracking and Reporting:

- Track the number of attendees, volunteers, items repaired, and weight of waste diverted from landfills as a result of each Repair Event, as well as associated GHG emissions impacts of diverted materials.

- Provide monthly updates to Zero Waste Sonoma, including data on the success of the Repair Event and Reuse Education Program.
- Submit a final report detailing the program’s achievements, challenges, and recommendations for future efforts.

Task 6 (optional): Additional Repair Events in Member Jurisdictions:

- Some Member Jurisdictions may seek additional repair events. Contractor may receive additional sponsorship from jurisdictions, organizations, and businesses, in order to plan and execute these events.

Contractor Scope of Work and Proposed Timeline

4.5 Schedule and Timeline Tasks Start and End Date

Task 1: Program Design and Planning

- | | |
|--|--------------------------------------|
| <ul style="list-style-type: none"> • Kick-off meeting with the Agency • Develop planned dates and preferred locations of events in each of 10 jurisdictions in Sonoma County • Expand existing list of partner organizations for collaboration in each community • Identify areas/organizations to reach underserved communities and communication strategy, including translation services, for each group • Schedule events with existing partners/jurisdictions • Schedule events with new partners/jurisdictions • Finalize dates, develop, and distribute calendar of events ‘gig poster’ flyer for all Sonoma County events • Produce marketing materials, event registration, signage, and volunteer sign-ups for each event. | <p>Jul 1, 2025 -
Sep 1, 2026</p> |
|--|--------------------------------------|

Task 2: Repair Fair Organization

- | | |
|---|---------------------------------------|
| <ul style="list-style-type: none"> • Cultivate and expand network of Repair Coach and general volunteers • Distribute materials for promotion and outreach for events in each jurisdiction • Cultivate and expand partnerships with local reuse businesses in each jurisdiction • Coordinate layouts for each venue and any required contracts, waivers, insurance, and additional supplies | <p>Aug 1, 2025 -
Jun 15, 2026</p> |
|---|---------------------------------------|

- Coordinate and execute a minimum of ten Repair Fair events
- Follow up with each jurisdiction, all partners, volunteers and attendees after each event
- Begin monthly meetings with Agency to report on outcomes

Task 3: Workshops, Clothing Swaps, and Educational Materials

Aug 1, 2025 -
Jun 15,

- Develop educational reuse materials and activities for Repair Fair events
- Create volunteer orientation and training events to increase diversity of volunteer participation and skill sharing
- Cultivate and expand network of thrift stores to partner with for clothing and other swaps at Repair Fairs and independently
- Host workshops for skill sharing among Repair Coaches
- Host workshops for the general public to learn basic repair skills including mending, lamp repair, upcycling, etc.

Task 4: Community Engagement and Outreach

Aug 1, 2025 -
Jun 15, 2026

- Review all registration and outreach materials for accessibility
- Design and produce educational materials and signage for events
- Identify key communities for targeted outreach and trusted messengers in each community
- Participate in community events to help increase awareness of programs
- Work with school districts, clubs, cities, nonprofits, and community groups to spread awareness and participation
- Develop a survey for participants of the events to fill out during/after events

Task 5: Tracking and Reporting

Aug 1, 2025 -
Jun 15, 2026

- Track number of attendees, volunteers, items repaired, and weight of waste diverted from landfills at each event and calculate GHG emissions avoided by keeping items in circulation

- Provide monthly updates to agency and share numbers with the public after each event

- Compile draft and final report on quantitative and qualitative impacts of a year of repair events
- Jun 15, 2026 -
Jun 30, 2026

Task 6 (optional): Additional Repair Events in Member Jurisdictions

- We would be delighted to host additional events in member jurisdictions wherever funding and capacity allow and to assist any community groups in establishing their own events



Agenda Item #: 6
Cost Center: Organics
Staff Contact: Tan
Agenda Date: 05/15/25
Approved By: LL

ITEM: Presentation and Conclusion of the Technical Assistance Project for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County with Cascadia Consulting Group, Inc.

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board receive the presentation from Cascadia Consulting Group, Inc. and their subcontractors.

II. BACKGROUND

At the August 17, 2023 regular meeting, the Board approved and authorized staff to release a Request for Proposals (RFP) to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances throughout Sonoma County. The ZWS board accepted staff's recommendation to award the 1.5 year contract to Cascadia Consulting Group, Inc. at the October 19, 2023 regular meeting.

The primary objectives of the project were:

- Identify and provide technical assistance to priority Tier I and Tier II Edible Food Generators in Sonoma County who produce the most excess food so that they may understand and comply with SB 1383 food donation requirements. When appropriate, the contractor should also provide technical assistance to generators to increase organics and recycling diversion.
- Identify and provide technical assistance to food and beverage facilities that use the largest amount of disposable food ware in their current operations. The number of facilities identified in each jurisdiction should be proportional to the size of the population of the jurisdictions.
- Provide technical assistance to commercial generators located specifically in the City of Santa Rosa and who are the top waste generators, meaning they generate large amounts of garbage and have disproportionately low recycling or organics service. Assist these high priority waste generators with source reduction, diversion, and education to minimize contamination in the green and blue bins.
- Emphasize and encourage food donation and reusable food ware whenever possible, even if a generator or facility is not required by law or ordinance to do so.
- Integrate an equity lens into all work performed on this project to ensure that generators and facilities owned or operated by historically underrepresented and underserved communities are just as successful in implementing the desired programs.

For ease of communication and delegation of responsibilities, the project was divided into 4 Tasks:

1. Project Kickoff, Management & Reporting
2. SB 1383 Food Recovery Implementation
3. Disposable Food Ware Ordinance Technical Assistance
4. City of Santa Rosa Diversion of High Waste Generators

III. DISCUSSION

ZWS staff worked closely with Cascadia and their subcontractors, Soluna Outreach Solutions and Waste Sleuth throughout the project, with support from all three franchised haulers. Subcontracting with Soluna Outreach Solutions and Waste Sleuth proved vital to not only reduce travel costs, but also provide effective technical assistance to businesses. Both subcontractor staff live and work locally, and their knowledge and existing network within the community were indispensable. Additionally, Soluna's bilingual Spanish staff and Cascadia's bilingual Cantonese staff were able to provide assistance to several businesses in Black, Indigenous, People of Color (BIPOC) and disadvantaged communities that otherwise might have otherwise been overlooked.

At the conclusion of this project, ZWS staff had an overwhelmingly positive experience working with Cascadia and their subcontractors. Technical assistance requires empathy and persistence, which this project team demonstrated. Lily Laurence with Cascadia, Hugo Mata with Soluna, and Todd Sutton with Waste Sleuth were particularly helpful in suggesting project improvements and ideas to better connect with the community. The data gathered and lessons learned have greatly helped inform ZWS staff on their direction with future related projects.

IV. FUNDING IMPACT

Cascadia proposed a cost of services totaling \$494,616. Of that, \$234,750 came from the SB 1383 Local Assistance Grant funds, and the remaining \$259,866 came from the Agency's FY 23-24 regular budget.

Cascadia completed the project within budget, with no remaining funds.

V. ATTACHMENTS

Final Report of the Technical Assistance Project
Presentation of the Completed Technical Assistance Project, Lessons Learned, and Recommendations

FINAL REPORT

Zero Waste Sonoma – Technical Assistance 2023-2025



May 2025

Cascadia Consulting Group

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1 Project Overview

1.1 Background

This report presents the results of an outreach and technical assistance project conducted for Zero Waste Sonoma (ZWS) from 2023-2025. Cascadia Consulting Group, Inc. (Cascadia) led this project together with Soluna Outreach Solutions (Soluna), Waste Sleuth & Associates (Waste Sleuth), HDR, and Edgar & Associates, on behalf of ZWS. ZWS is a joint-powers authority located in Sonoma County.

In this project, we designed and conducted technical assistance outreach for compliance with California Senate Bill 1383 (SB 1383) requirements and disposable food ware ordinances in Sonoma County.

Our approach was adaptable, inclusive, and multilingual. We provided education to assist Tier I and Tier II Commercial Edible Food Generators (CEFGs) (Figure 1) with edible food donation compliance, supported food and beverage facilities to transition away from disposable and polystyrene foam food ware, and worked closely with high-waste generators in Santa Rosa to adopt practices that will lead to sustained waste diversion and contamination reduction—all while incorporating an equity lens across all project components.

Funding for this project comes from CalRecycle SB 1383 Local Assistance Grant funds and ZWS's regular budget.

The Disposable Food Service Ware and Polystyrene Foam Model Ordinance was developed by Zero Waste Sonoma staff in 2018 and approved by the Agency Board of Directors. City Councils were presented the ordinance in 2019, 2020, and 2021. Most jurisdictions opted to delay ordinance enforcement until 2022, due to COVID-19. In this project we conducted technical assistance to provide education and outreach to many of the impacted businesses throughout Sonoma County. Jurisdictions each adopted modifications of the model ordinance¹.

The SB 1383 Short-Lived Climate Pollutants (SLCP)² was adopted in 2016 with a rollout of requirements over subsequent years. Overall targets to achieve in California by 2025: 75% less organic waste sent to landfills and 20% of unsold, still-edible food sent to food recovery organizations. Requirements addressed in this project include:

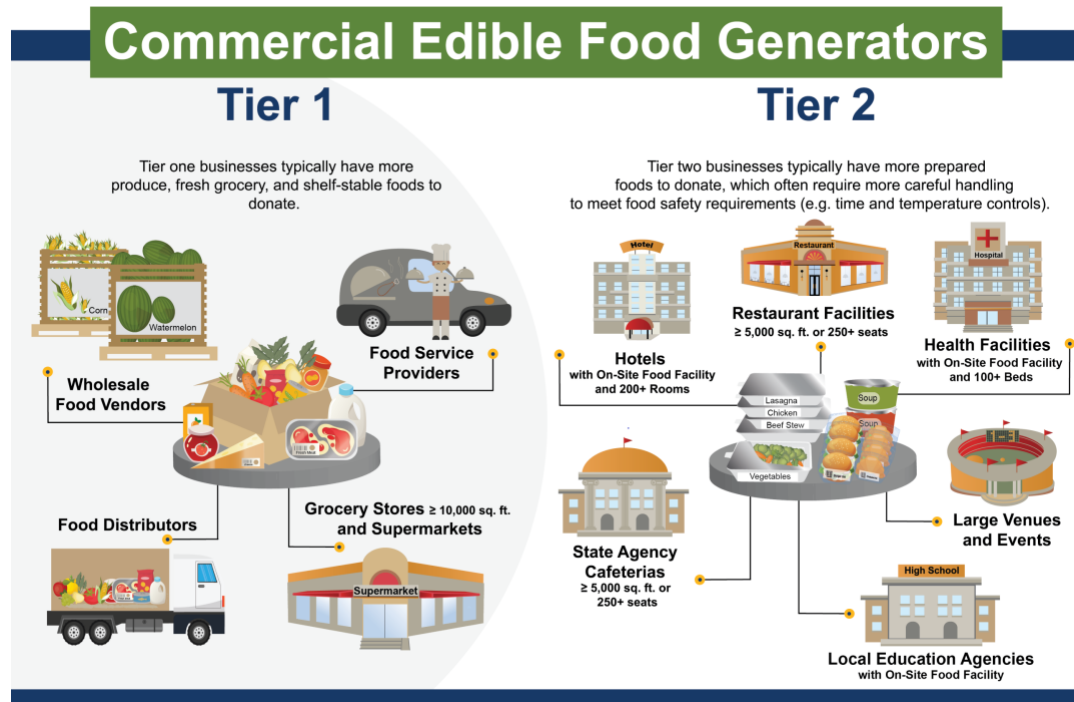
- Mandatory organics and recycling collection services for businesses and multifamily complexes five units or greater.

¹ <https://zerowastesonoma.gov/news/disposable-food-service-ware-and-polystyrene-ordinance-update>

² http://www.leginfo.ca.gov/pub/15-16/bill/sen/sb_1351-1400/sb_1383_bill_20160919_chaptered.htm

- Annual education of employees and tenants on how to sort organic waste.
- Donation of maximum amount of surplus edible food by Tier I and Tier II CEEGs
- Edible food recovery donation contracts and recordkeeping

Figure 1. Definition of Commercial Edible Food Generator Tier I and Tier II



This report is organized around three primary tasks:

- Task 2: SB 1383 Food Recovery Implementation
- Task 3: Disposable Food Ware and Polystyrene Foam Ban Ordinance Compliance
- Task 4: City of Santa Rosa Diversion of High-waste Generators

Each task is divided into six sections:

- Goals
- Methodology
- Observations and Insights
- Outreach Success Stories
- Results
- Recommendations

1.2 Initial Planning and Timeline

Cascadia held a virtual kick off meeting to confirm the scope and budget, outline tasks, and walk through the timeline for the project. We then developed outreach toolkits, obtained food handler certifications, and conducted account prioritization and an equity assessment to prepare for outreach and technical assistance. Marketing, outreach, and technical assistance continued through the end of the project, with regular meetings and quarterly reporting. Table 1 highlights the overall timeline, including key deliverables.

Table 1. Project Timeline and Deliverables

Tasks and Deliverables		2023		2024												2025			
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Project Kickoff, Management, & Reporting																		
1.1	Kickoff Meeting	•					•												
1.2	Coordination Meetings	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
1.3	Project Management and Oversight	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
1.4	Reporting					•			•			•			•			•	•
2	SB 1383 Food Recovery Implementation																		
2.1	Account Prioritization & Equity Assessment	•	•	•	•	•	•												
2.2	Outreach Toolkit		•	•	•	•													
2.3	Certifications		•																
2.4	Technical Assistance							•	•	•	•	•	•	•	•	•	•	•	
3	Disposable Food Ware Ordinance and Polystyrene Foam Ban Compliance																		
3.1	Account Prioritization & Equity Assessment	•	•	•	•	•	•												
3.2	Outreach Toolkit		•	•	•	•													
3.3	Marketing Calls							•	•	•	•								
3.4	Technical Assistance							•	•	•	•	•	•	•	•	•	•	•	
4	City of Santa Rosa Diversion of High-waste Generators																		
4.1	Meetings, Project Management, & Reporting	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
4.2	Account Prioritization & Equity Assessment	•	•	•	•	•													
	Outreach to High-waste Generators						•	•	•	•	•	•	•	•	•	•	•	•	

2 SB 1383 Food Recovery Implementation



In this task, we conducted outreach to Tier I and Tier II Commercial Edible Food Generators subject to SB 1383 regulations for surplus edible food recovery. Cascadia worked closely with ZWS staff to finalize outreach goals and methodology. Cascadia, Soluna, and Waste Sleuth provided technical assistance as the outreach team.

Under this task, Commercial Edible Food Generators are referred to as “CEFGs” or “accounts”.

2.1 Goals

The goal of Task 2 was to contact 140-160 of the highest generating CEFGs with a goal of bringing 80 percent of accounts (112-128 CEFGs) into compliance. This goal was developed under the assumption that 40 percent of selected businesses would be Tier I CEFGs and 60 percent of selected businesses would be Tier II CEFGs.

During the initial kick-off meeting, ZWS and Cascadia collaborated to set the following objectives:

- Assist CEFGs with starting and maintaining edible food donation programs and bring 80% of accounts contacted into compliance.
- Help CEFGs troubleshoot edible food donation programs, contracts with food recovery services/food recovery organizations (FRS/FROs), and documentation to ensure program longevity.
- Log all outreach activities in ZWS’s program tracking software, Recyclist, to obtain an accurate picture of progress toward overall business compliance.

2.2 Methodology

ACCOUNT SELECTION AND EQUITY

Cascadia worked closely with ZWS to create an equitable account prioritization list.

The intent was to include all jurisdictions and ensure that at least 10 percent of the accounts on the prioritization list represented areas or businesses that have historically been underserved. This includes businesses in lower income neighborhoods, businesses owned by immigrants or refugees, and businesses that cater to Black, Indigenous, or People of Color (BIPOC) communities. Our approach to identifying and selecting these additional accounts was informed by the data, insights, and community relationships of local jurisdiction staff, referrals from ZWS and Edgar & Associates, past surveys, and additional desktop research to ensure a well-informed and equitable decision-making process.

The steps of this overall methodology were:

1. **Select 160 of the highest organics-generating CEFGs for the account prioritization list.** To create this list, Cascadia used ZWS's Tier I and Tier II generator list and the [2022 Edible Food Recovery Capacity Study](#) (Capacity Study), as prepared by Abound Food Care.³ To ensure outreach was allocated equitably across Sonoma County, Cascadia's initial selection was based on jurisdiction population (Table 2).

Table 2. Allocation of Target CEFGs Based on Jurisdiction Population Size

Jurisdiction	Jurisdiction Population (2020 Census)	Percent of Sonoma County Population	Number of Target CEFG	Outreach Specialist Team
Santa Rosa	178,127	36%	58	Soluna
Unincorporated Sonoma County	134,056	27%	44	Soluna & Waste Sleuth
Petaluma	59,776	12%	20	Waste Sleuth
Rohnert Park	44,390	9%	15	Soluna
Windsor	26,334	5%	9	Soluna & Waste Sleuth
Healdsburg	11,340	2%	4	Soluna
Sonoma	10,739	2%	4	Waste Sleuth
Cloverdale	8,996	2%	3	Soluna
Cotati	7,584	2%	2	Soluna
Sebastopol	7,521	2%	2	Soluna & Waste Sleuth
Total Sonoma County	488,863	100%	160	

³ <https://zerowastesonoma.gov/reports/edible-food-recovery-study-2022>

2. **Remove the 16 lowest-generating accounts (10 percent of the total) and replace them with accounts that have historically been underserved.**
 - a. **Create a map of Sonoma County using data from CalEnviroScreen to identify priority census tracts that are above the 60th percentile for both poverty and linguistic isolation.**
 - b. **Add accounts to the map from the initial selection workbook described above, which includes accounts from both incorporated and unincorporated jurisdictions in Sonoma County.**
 - c. **Select candidate accounts that fall within the priority census tracts. See Figure 2 and Figure 3.**
 - d. **Send the preliminary account prioritization list to ZWS for review and incorporate feedback.**
 - e. **Perform desktop research and consult ZWS staff as needed.**

During their review, ZWS identified communities in West Sonoma County (such as Bodega Bay) and Boyes Hot Springs as priority communities for CEFG outreach, based on the [Sonoma Valley Food Security Report](#).⁴ Cascadia added accounts from these communities to ensure that outreach was inclusive and responsive to community needs.

After multiple rounds of review, Cascadia and ZWS selected a total of 154 CEFGs for the Task 2 prioritization list.

Over the course of the project, accounts were added to the list in the following instances:

- If the outreach team worked well with an account from another task's prioritization list and felt it was appropriate to share additional information (such as disposable food ware ordinance compliance information and reuse grant opportunities under Task 3), the team proposed this to ZWS and ZWS confirmed additions.
- If an account had multiple locations (such as a chain grocery store), the outreach team added each location that was involved in the task.
- In January 2025, Cascadia projected the remaining budget needed to complete the initial prioritization list and identified capacity to add additional accounts within budget. Cascadia collaborated with ZWS to create a second prioritization list and expand program impact.

As a result of these additional efforts, the outreach team contacted 194 total accounts.

⁴ <https://www.sonomavalleycatalystfund.org/food-security-study>

Figure 2. Map of prioritized CEEGs in Sonoma County

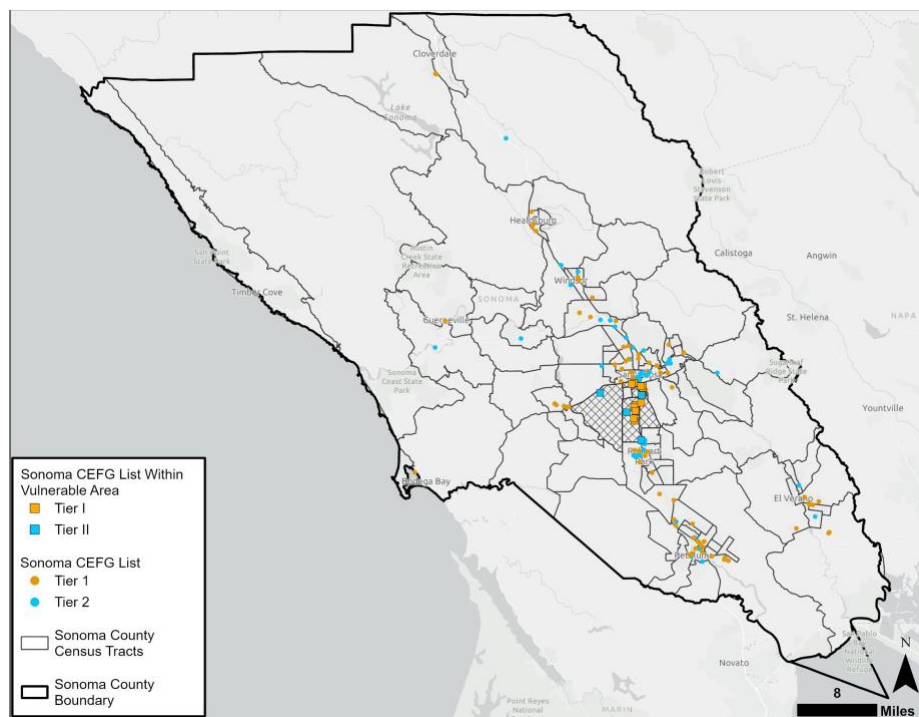
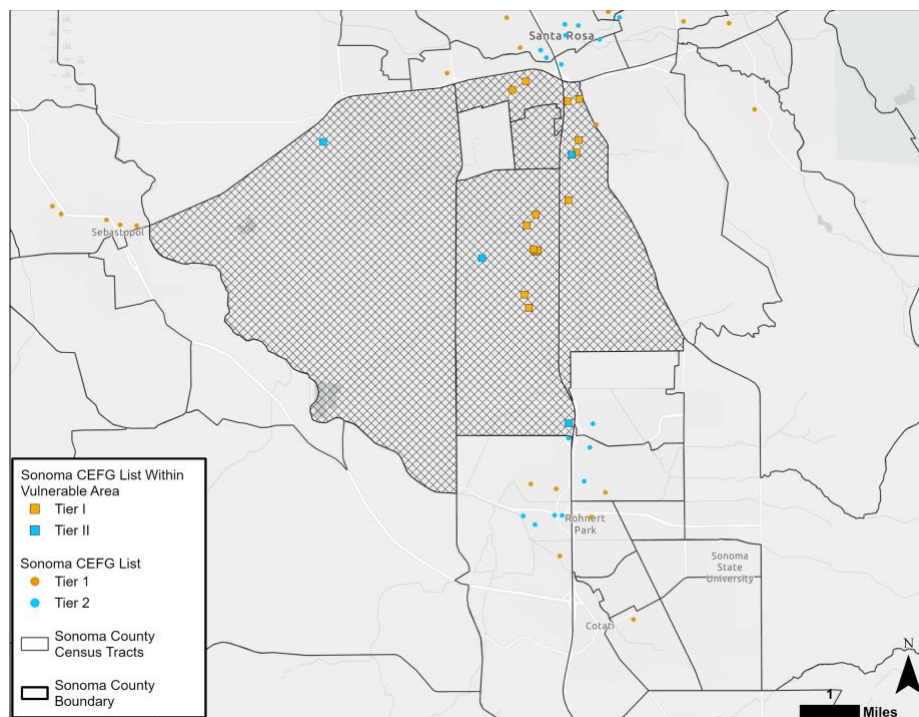


Figure 3. Close-up map of prioritized CEFGs within the vulnerable area (see cross-hatched section) in Sonoma County



OUTREACH TOOLKIT

Cascadia worked with ZWS to create a toolkit of existing resources and new materials to support the outreach team in providing technical assistance to CEFGs. The toolkit included:

- Safe food storage, preparation, and donation guides, customized by business type (such as restaurants, schools, or health facilities)
- Template recordkeeping document for CEFGs
- Customizable model food recovery service agreement between CEFGs and FRS/FROs
- Careit flyer with instructions on using the Careit software
- Phone script
- Email templates
- PowerPoint slides for training CEFGs on how to start a food recovery program in compliance with SB 1383

OUTREACH

Prior to beginning outreach, each member of the outreach team (outreach specialists) completed either a Food Safety Manager or Food Handler Certification through Sonoma County Environmental Health and Safety.

Each outreach specialist led outreach within a specific geographical region to maximize efficiency during site visits. Assigning outreach specialists to specific regions also ensured consistency in their contact with CEFGs and FRS/FROs, building trust and rapport in the community. Table 2 above lists the outreach specialist teams by jurisdiction.

Outreach specialists also developed protocols with hauler representatives from Recology Sonoma-Marin (RSM), Sonoma County Resources Recovery (SCRR), and Sonoma Garbage Collectors (SGC) to coordinate any overlap in technical assistance needs, such as service level changes and proper sorting education.

After the prioritization list was finalized, the outreach team provided technical assistance using the following methods and guidance. Outreach specialists:

- Were trained in community-based social marketing (CBSM) approaches, learned about food recovery systems, and established collaboration with the Food Recovery Coalition and Food Recovery Network (FRN).
- Conducted phone calls and sent emails using contact information available in Recyclist or found through desktop research of the business.
- Verified correct contact person and information, such as a store manager, business owner, Director of Food and Nutrition, Director of Food and Beverage, or a similar role.

- Provided information and answered questions regarding SB 1383 requirements, recorded the email and direct phone number of the contact person in Recyclist, and attempted to schedule follow-up meetings.
- Adjusted their communication approaches depending on how each CEFG reacted to and interacted with them. Specialists applied cultural competency practices and adapted messaging to ensure accessibility and relevance based on each CEFG's context, including language and cultural preferences.
- Conducted all applicable Task 2, 3, and 4 outreach for an account at the same time to increase efficiency and minimize confusion for the account. For example, if an account was on the prioritization lists for both Task 2 and Task 3, the outreach specialist would incorporate Task 3 outreach while providing technical assistance for Task 2.
- Provided additional technical assistance for Task 3 and Task 4 for accounts not on the prioritization list for those tasks, when appropriate and approved by ZWS. Outreach specialists then added the accounts to each tasks' prioritization list and added all information in Recyclist.
- Aimed to achieve outreach goals with no more than two site visits per account, to minimize travel costs.
- Conducted follow-up phone calls and emails as needed.
- Logged all activities into Recyclist.

2.3 Outreach Observations

During the project, the outreach team made observations about what accounts did and did not know and how they felt about the ordinances, taking the pulse of community. Throughout this process, the team observed themes, encountered barriers, made adjustments, and gathered insights. Table 3 summarizes these key observations and the outreach team's responses and notes.

Table 3. Task 2 Observations, Outreach Response, and Notes

Observations	Outreach Response & Notes
Low awareness of SB 1383 edible food recovery requirements	<ul style="list-style-type: none"> • Many accounts were unaware of the SB 1383 requirements. • Outreach specialists provided in-person overviews, explained donation requirements, and shared simple, in-language materials and support. • In-person, clear, and culturally relevant outreach was the most effective way to inform busy owners and managers.
Challenges finding a decision-maker	<ul style="list-style-type: none"> • Contact information in Recyclist can be sparse and often connects to someone in charge of account payments, rather than someone with the authority to start or verify a food recovery program.

Observations	Outreach Response & Notes
	<ul style="list-style-type: none"> After failed email and phone outreach to reach the appropriate contact with authority over food programs, outreach specialists conducted drop-in visits. Drop-ins were effective in identifying and connecting with decision-makers.
Belief that no surplus food existed	<ul style="list-style-type: none"> Many businesses believe they do not have any surplus food to donate because they sell all their products and do not generate any excess. In these cases, outreach specialists explained that SB 1383 covers even occasional surplus and introduced Careit as a simple tool to list infrequent donations. Businesses responded positively to low-barrier options like Careit that make compliance easier.
Partial donations from select departments	<ul style="list-style-type: none"> SB 1383 requires donating the maximum amount of surplus edible food. Outreach specialists encouraged businesses like supermarkets to expand donations beyond easy departments (such as the bakery) to include all surplus edible food. Partial compliance was common; reinforcing full-site donation expectations helped expand participation.
Making donations without a contract or documentation	<ul style="list-style-type: none"> Outreach specialists shared a one-page food recovery agreement template that ZWS adapted from CalRecycle's model. Specialists worked with Redwood Empire Food Bank (REFB) to formalize many "handshake" agreements with longstanding donors, so they could be in compliance. Specialists reminded both accounts and FROs of the requirement for signed agreements and offered quick, simple templates to formalize partnerships. Simplified, ready-to-use templates made formalizing donations faster and less overwhelming for CEFGs.
Unfamiliarity with local FROs	<ul style="list-style-type: none"> Specialists developed and distributed regionally tailored lists of local FROs and discussed different options during outreach. Many CEFGs were unaware of the number and types of FROs available to them locally.
Difficulty connecting to responsive FROs	<ul style="list-style-type: none"> Specialists attempted matches between CEFGs and FROs and followed up when FROs were unresponsive or unable to take new donors. FRO capacity and responsiveness can be a limiting factor for food recovery program success.

Observations	Outreach Response & Notes
Starting a food recovery program felt overwhelming	<ul style="list-style-type: none"> Specialists offered outreach with empathy, culturally relevant assistance, and tailored FRO lists. They helped with each step of the process. Establishing food donation programs often required multiple rounds of education, patience, and support.
Concerns about added workload	<ul style="list-style-type: none"> Specialists positioned food recovery as part of community support. Framing recovery positively and offering easy pathways reduced resistance, especially among busy operators.
Resistance despite support	<ul style="list-style-type: none"> After repeated support efforts, outreach specialists explained that non-compliance could trigger Environmental Health inspections and potential fines. Clear explanation of enforcement consequences led many CEFGs to complete donation agreements. Behavior change is slow, despite support tools. Learning curves and process changes are not simple. Online tools like Careit do not work well for people accustomed to pen and paper documentation.
Concerns about the safety and cleanliness of food recovery	<ul style="list-style-type: none"> Specialists addressed perceptions that organics handling is "unclean" and reassured and informed CEFGs about safe and clean practices and the importance of food recovery. Misunderstanding about food waste and organic materials required targeted education to shift views.
Strategies improved over the course of outreach	<ul style="list-style-type: none"> Specialists adjusted their outreach approach based on CEFG feedback. They added Careit as a tool, simplified materials, and refined messaging tone. Iterative learning and flexible adaptation significantly improved outreach outcomes over time.

2.4 Outreach Success Stories

Overall, the outreach team received positive responses. While in many cases it took multiple attempts to make contact (including emails, phone calls, and occasionally more than two site visits), most CEEGs responded positively. Only a few CEEGs disregarded or declined assistance. Many promptly provided copies of their FRS/FRO agreements and appreciated the technical assistance offered, with outreach specialists explaining the process, connecting them to an FRS/FRO, helping finalize their services agreements, and helping establish recordkeeping practices.

The following stories are examples of successful outreach interactions and effective methods the outreach team used to engage with CEEGs.

Marin-Sonoma Produce

The owner of Marin-Sonoma Produce was enthusiastic about feeding food-insecure people with surplus edible food. The business was already donating outdated or surplus produce to local farmers as animal feed, but the owner did not know who to contact to donate food to people. The outreach team provided him with a list FRS/FROs that would potentially be interested in the business's edible food. Within three weeks, the outreach team received a copy of their signed donation agreement with Sonoma Family Meal, along with a message thanking us for helping them.

Lola's Markets

Although only one of their stores was on the original prioritization list, Lola's Markets decided to develop donation programs and establish agreements for edible food recovery at all their locations. The outreach team persisted through some initial difficulties in making contact with the account and ultimately had many conversations with the manager about food donation guidelines, connected them with FRS/FRO options, and supported their donation program development.

In-language and culturally relevant outreach

Many of the owners and staff in small restaurants, neighborhood supermarkets, and a few nursing homes were Spanish-speaking, and the bilingual outreach specialists played a crucial role in fostering effective communication. The team conducted outreach in Spanish and used bilingual materials and cultural sensitivity to build rapport, trust, and help the outreach specialists guide these accounts through the process.

Soluna also produced three segments on "Nuestra Tierra", a bilingual radio program (conducted in Spanish) dedicated to informing the community about environmental issues, local initiatives, and available resources. In a series of three one-hour shows, Soluna focused on California's SB 1383 requirements and how they apply to businesses in Sonoma County. Soluna explained how businesses should separate their organics, donate surplus edible food to help feed food-insecure people, and take advantage of the free technical support and resources available to them. The outreach team also reminded listeners that site visits to many local businesses would be

conducted to offer further assistance and support compliance. Segments were aired June 10 2024, September 2 2024, and January 13 2025.

Cascadia also supported outreach to Chinese-speaking decision makers as needed, conducting marketing and outreach calls to reach accounts in their preferred language.

Careit

[Careit⁵](https://careit.com/) is an online software that allows CEFGs free access to post available food donations by type and quantity. Food donations are matched to nearby FRS/FROs, who coordinate pick-up and delivery of the food and distribution to food-insecure people. Donating through Careit automatically generates a donation agreement and the recordkeeping required for SB 1383 compliance. ZWS bought a license for a jurisdiction level Executive Account, which grants access to data for the County. Many chain restaurants, cafeterias, and small producers signed up for the Careit app after several emails, calls, site visits, and support from the outreach team. A few examples of interactions include:

- A cafeteria at a local hospital successfully posted a donation on the Careit platform within a few days of registering.
- A business owner in Santa Rosa who did not feel comfortable with computers was very pleased that he was able to complete the registration process on his own, with some assistance over the phone from the outreach team.
- Initially, many restaurant managers deferred to corporate offices or did not return follow-up outreach contacts. They believed they were exempt from the regulations and claimed they did not have surplus food. After outreach specialists clearly explained the process and emphasized the simplicity of registering with Careit for compliance, many managers became more engaged.

While there was initial reluctance to use Careit among Tier I generators, many Tier II generators (specifically restaurants) eventually registered after learning that registration would satisfy the SB 1383 recordkeeping requirements. The outreach team found that Careit is a useful alternative compliance pathway for Tier II CEFGs that have little to no excess edible food to donate.

Redwood Empire Food Bank

During outreach to Tier I generators, outreach specialists worked closely with the Redwood Empire Food Bank (REFB) to ensure accounts had formal food recovery agreements in place. Many accounts claimed they were already donating food to REFB but could not provide a signed agreement, which is a key requirement for SB 1383. The outreach team verified donations with REFB and facilitated securing the agreements. The good partnership with REFB was essential in helping businesses meet requirements and continue donating surplus food. Their support made the process smoother and more accessible for accounts.

⁵ <https://careit.com/>

2.5 Results

Overall, the outreach team was able to expand the impact of its technical assistance, exceed the original task goal for number of accounts contacted, and make great progress toward bringing accounts into compliance. The team achieved 126% of their account contact goal and 90% of the goal to bring accounts into compliance. We defined compliance here as having the outreach team or ZWS verify that a food donation contract has been made.

In the course of the project, the outreach team discovered quite a few accounts were not in fact regulated under the law as a Tier I or Tier II account due to not meeting size or capacity requirements. For example, while some wineries with a large square footage were included in the initial list, they may not fall under the specific requirements for Tier I or Tier II. In these cases, the outreach team still encouraged accounts to donate excess edible food to foster a sense of goodwill and social responsibility but were clear when it was not required under SB 1383. These are reported here as “Assisted” with an outreach status of “Not Regulated”, and Tier I/Tier II status was removed in Recyclist.

The results of Task 2 are summarized in the following tables and charts.

Table 4 compares the outreach goals established at the start of this task against what the outreach team accomplished.

Table 4. Task 2 Summary of Results

Task 2 Metric	Goal	Actual	% of Goal
Total Outreach Activities	N/A	1056	N/A
Accounts Contacted	154	194	126%
Accounts Assisted*	N/A	151	N/A
Outreach Complete / Food Contract Verified**	123	111	90%

*Accounts Assisted metric includes:

- **Outreach Status Complete:** Accounts that were already donating and confirmed a food recovery contract or received assistance to sign an agreement and start donating.
- **Outreach Status Not Regulated:** Accounts that received technical assistance and in the course of assistance were determined to not be Tier I or Tier II.

**Includes 1 account that made a verified food contract but was ultimately determined to be “Not Regulated”

Figure 4 summarizes the final outreach status of all accounts contacted.

Figure 4. Task 2 Outreach Status at Project Conclusion

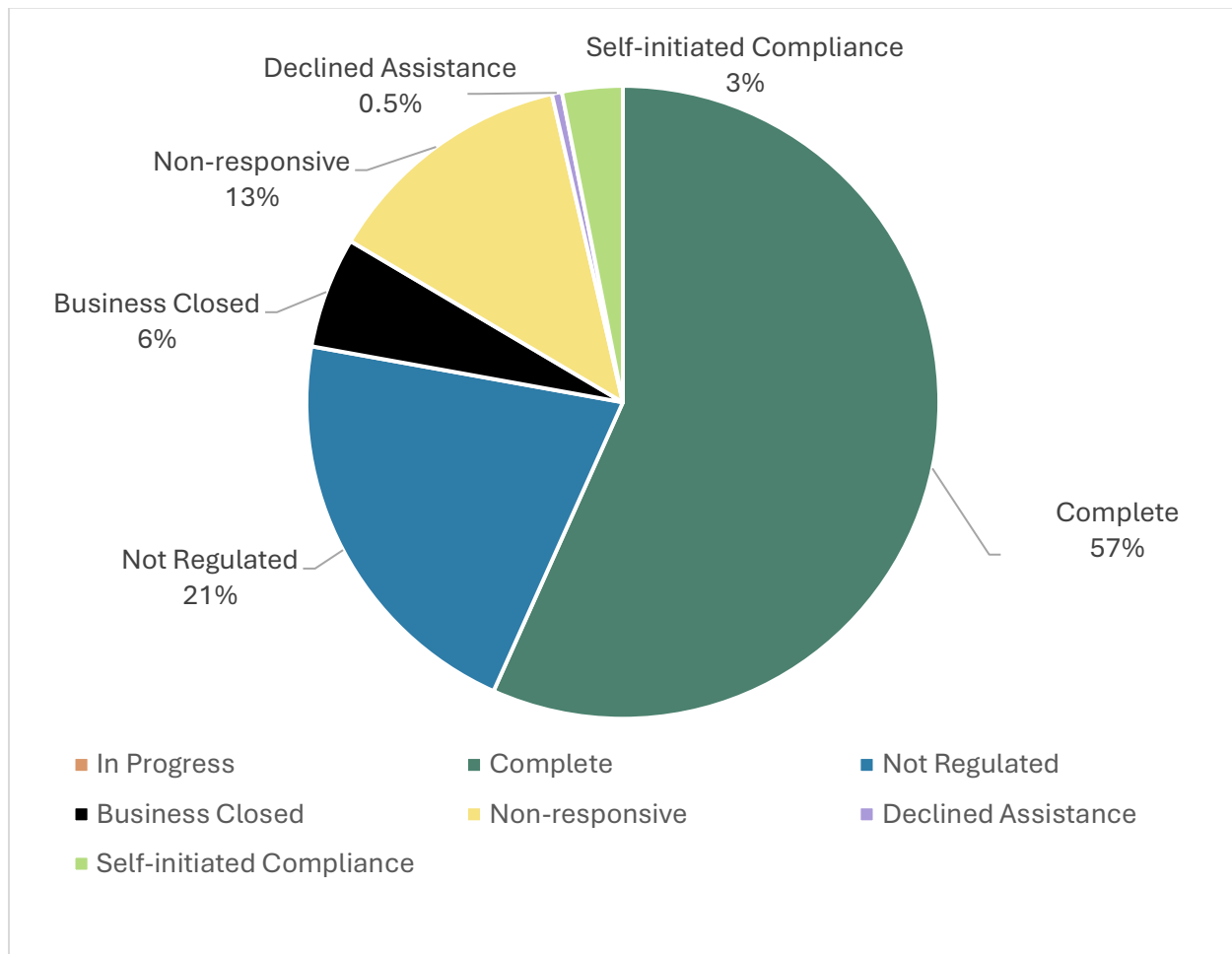


Figure 5 and Table 5 show outreach results by jurisdiction.

Figure 5. Task 2 Accounts Contacted and Complete

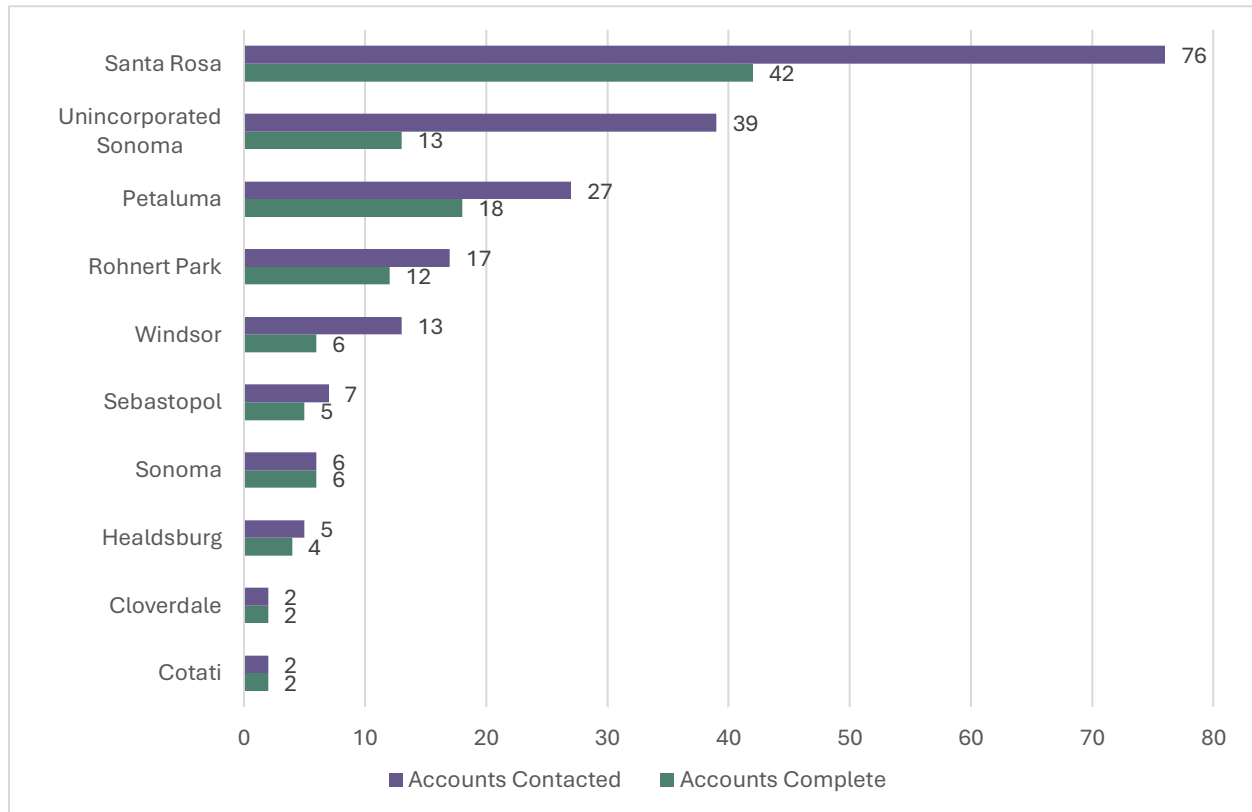


Table 5. Task 2 Outreach Status at Project Conclusion by Jurisdiction

Jurisdiction	# of Accounts Contacted	Complete	Non-responsive	Declined Assistance	Self-initiated Compliance	Not Regulated	Business Closed
Santa Rosa	76	42	14	0	0	16	4
Petaluma	27	18	5	0	1	1	2
Sonoma	6	6	0	0	0	0	0
Rohnert Park	17	12	1	1	1	2	1
Cotati	2	2	0	0	0	0	0
Sebastopol	7	5	0	0	1	1	0
Windsor	13	6	1	0	1	5	0
Healdsburg	5	4	0	0	0	1	0
Cloverdale	2	2	0	0	0	0	0
Unincorporated Sonoma	39	13	4	0	2	16	4
Total	194	110	25	1	6	41	11

2.6 Recommendations

The following are recommendations for maintaining the results achieved and continuing to expand community understanding and compliance across Sonoma County.

1. Continue Environmental Health Inspections and Enforcement

- **Work with Environmental Health to conduct SB 1383 inspections.**
- **Follow up inspections with enforcement as needed.** Outreach specialists emphasized to the CEFG that enforcement would be the next step if they refused assistance and continued to be out of compliance. Following through on enforcement will validate the outreach message and may be sufficient to prompt accounts to take action.

2. Engage and Coordinate with Food Recovery Organizations and Food Recovery Services

- **Look for opportunities to help FRS/FROs with responsiveness.** Slow or inconsistent replies from some FRS/FROs made donor matching difficult. This may be due to organizations being predominantly non-profit and volunteer-run, which limits their capacity.
- **Continue collaboration with FRN and FRC.** Ongoing partnership with the Food Recovery Network and Food Recovery Coalition can help scale efforts and build a more responsive system countywide.

3. Build Community Buy-in and Momentum

- **Use testimonials to build trust.** Highlight stories from accounts already participating successfully. Peer examples can help overcome skepticism and show what is possible.
- **Tailor support to different business types.** Understand the unique needs and food waste patterns of Tier I and Tier II generators and adjust outreach accordingly.
- **Continue providing regionally tailored FRO lists.** Customized lists make it easier for businesses to find nearby recovery partners and understand who to contact. Generally, businesses know about REFB, but the food bank has limitations on the types of food it can accept (especially for prepared food) and its capacity to pick up. There are many other FROs that may be closer and willing to receive a wider variety of food.

4. Continue Improving and Sharing Information and Resources

- **Clarify goals, compliance requirements, and guidelines.** Many CEFGs were not aware of or misunderstood the requirements. Use simple language to explain what is required and why it matters. Ensure that businesses donating food understand the need to document donations and maintain records for compliance. Many CEFGs were unsure about what kinds of food are acceptable for donation (such as expired, dented, bruised, and cut food items).

- **Address concerns about time and effort.** Many accounts hesitated to start a food recovery program due to perceived workload. Share templates, simple steps, tools, and examples.
- **Prioritize in-person visits.** Face-to-face conversations with decision-makers were the most effective outreach method. They build trust and lead to more successful outcomes than letters or calls.
- **Continue regular check-ins.** Ongoing outreach helps businesses stay on track, troubleshoot challenges, and maintain compliance over time.
- **Provide customized, consistent support.** Approach each account ready to listen and assess the type of information and guidance needed, which may include requirements, benefits, misunderstandings, compliance steps, and donation options.
- **Encourage use of Careit.** For businesses with low or infrequent surplus food, Careit offers a simple donation process and helps document compliance.
- **Highlight the community benefit.** Explain how food recovery reduces waste, supports hunger relief, and contributes to a more sustainable local food system.
- **Target outreach to under-engaged accounts and organizations.** Focus on reaching Tier II businesses and food wholesalers, many of whom were unaware of donation requirements.

5. Recognize and Celebrate Success

Recognition encourages continued participation and sets an example for others to follow.

Consider recognizing two to three businesses per year. Select candidates who were early adopters and those who navigated challenges or initial skepticism to model a path for others. Recognition opportunities may include:

- An awards ceremony during a ZWS board meeting, Zero Waste Symposium, or an annual breakfast or lunch ceremony. Food could be provided using edible food waste from REFB.
- Positive case studies or local media spotlights
- Certificates, plaques, or other displays of appreciation
- Invitations to speak or share experiences at events

3 Disposable Food Ware and Polystyrene Foam Ban Ordinance Compliance



In this task, we conducted outreach to food facilities subject to the Disposable Food Ware and Polystyrene Foam Ban Ordinance. Since some of the jurisdictions adopted modifications of the model ordinance, Cascadia worked closely with ZWS staff to finalize outreach goals and methods. Cascadia, Soluna, and Waste Sleuth & Associates conducted the outreach.

Under this task, food facilities required to comply with the ordinance are referred to as “food facilities” or “accounts”.

3.1 Goals

The goal of Task 3 was to contact 200 priority food facilities, with a goal of ultimately assisting 80 percent (140) of the contacted priority accounts.

During the initial kick-off meeting, ZWS and Cascadia collaborated to set the following objectives:

- Assist food facilities with understanding and complying with applicable ordinances.
- Identify a variety of success stories that can be shared with other food facilities.
- Encourage food facilities that use disposables for dine-in to use reusables instead.

The reusables for dine-in ordinance specifically applied to Santa Rosa and Sebastopol and results are reported for those jurisdictions. However, outreach specialists encouraged reuse among all accounts as a general best practice.

3.2 Methodology

ACCOUNT SELECTION AND EQUITY

Cascadia worked closely with ZWS to create an equitable account prioritization list.

The intent was to include all jurisdictions and ensure that at least 10 percent of the accounts on the prioritization list represent areas or businesses that have historically been underserved. This includes businesses in lower income neighborhoods, businesses owned by immigrants or refugees, and businesses that cater to Black, Indigenous, or People of Color (BIPOC) communities. Our approach to identifying and selecting these additional accounts was informed by the data, insights, and community relationships of local jurisdiction staff, referrals from ZWS and Edgar & Associates, past surveys, and additional desktop research to ensure a well-informed and equitable decision-making process.

The steps of this overall methodology were:

1. **Select 200 food facilities for the account prioritization list. To create this list, Cascadia used a list of 3,500 food facilities with food permits that ZWS obtained from the County of Sonoma Environmental Health. To ensure outreach was allocated equitably across Sonoma County, Cascadia's initial selection for the prioritization list was based on jurisdiction population (Table 6).**

Table 6. Allocation of Target Food Facilities Based on Jurisdiction Population Size

Jurisdiction	Jurisdiction Population (2020 Census)	Percent of Sonoma County Population	Number of Target Food Facilities	Outreach Specialist Team
Santa Rosa	178,127	36%	73	Soluna
Unincorporated Sonoma County	134,056	27%	55	Soluna & Waste Sleuth
Petaluma	59,776	12%	24	Waste Sleuth
Rohnert Park	44,390	9%	18	Soluna
Windsor	26,334	5%	11	Soluna & Waste Sleuth
Healdsburg	11,340	2%	5	Soluna
Sonoma	10,739	2%	4	Waste Sleuth
Cloverdale	8,996	2%	4	Soluna
Cotati	7,584	2%	3	Soluna
Sebastopol	7,521	2%	3	Soluna & Waste Sleuth
Total Sonoma County	488,863	100%	200	

2. **Remove the 20 lowest-generating accounts (10 percent of the total) and replace them with accounts that have historically been underserved.**
 - a. **Create a map of Sonoma County using data from [CalEnviroScreen](#) to identify priority census tracts that are above the 60th percentile for both poverty and linguistic isolation.**
 - b. **Add accounts to the map from the County of Sonoma Environmental Health list.**
 - c. **Select candidate accounts that fall within the priority census tracts. See Figure 6 and Figure 7.**
 - d. **Send the preliminary account prioritization list to ZWS for review and incorporate feedback.**
 - e. **Perform desktop research and consult with ZWS staff as needed.**

After multiple rounds of review, Cascadia and ZWS selected a total of 200 food facilities for the Task 3 prioritization list.

Over the course of the project, accounts were added to the list in the following instances:

- If the outreach team worked well with an account from another task's prioritization list and felt it was appropriate to share additional information (such as food recovery compliance information under Task 2), the team proposed this to ZWS and ZWS confirmed additions
- If an account had multiple locations (such as a chain restaurant), the outreach team added each location that was involved in the task.

As a result of these additional efforts, the outreach team contacted 211 total accounts.

Figure 6. Map of prioritized food facilities in Sonoma County

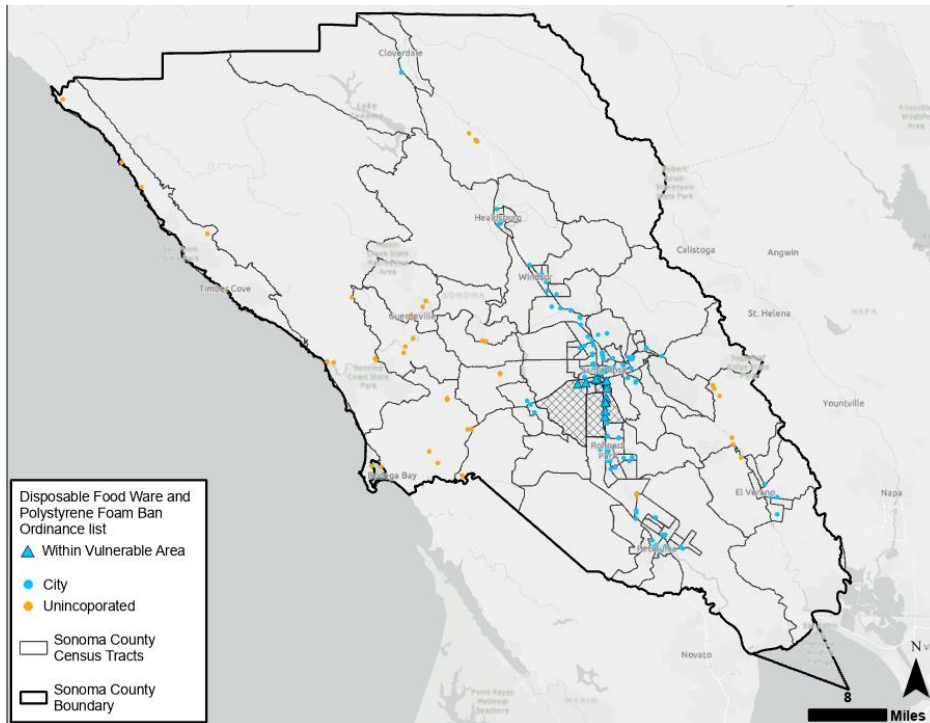
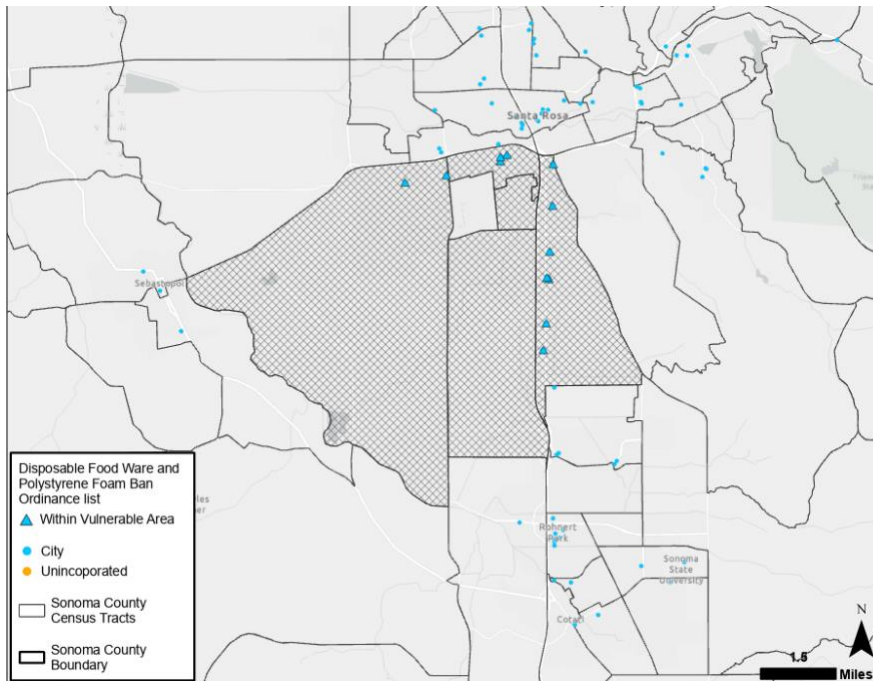


Figure 7. Close-up map of prioritized food facilities within the vulnerable area (see cross-hatched section) in Sonoma County



OUTREACH TOOLKIT

Cascadia worked with ZWS to create a toolkit of existing resources and new materials to support the outreach team in providing technical assistance to food facilities. The toolkit included:

- Flyers providing an overview of the ordinances to share with accounts
- Ordinance postcard
- Outreach Guide of best practices in outreach
- Ordinance Guide to help outreach specialists understand the complexities of the ordinances, terms, and acronyms.
- Email templates
- Case studies
- Established list of vendors selling food ware compliant with the ordinance
- Flyer providing an overview of the Reusable Food Ware Grant offered by ZWS with a QR code linking to the application
- BYO reusables decal for businesses to put on windows

REUSE GRANT

ZWS is offering mini-grants to support businesses, nonprofit organizations, and community groups to purchase reuse infrastructure and/or services.

At the beginning of this project the grant amount was \$250. The outreach team promoted it, gathering input and insights from the community, and found it challenging to identify good candidates who wanted to follow through on this grant. Many restaurants already have reusables for dine-in, many who want to switch have higher capital and infrastructure costs (such as a dishwasher, or shelving for storage), and many asked whether the grant could cover the new compliant disposables they needed (which is not an approved use for this grant). When uptake was low, we strategized with ZWS and as a result, ZWS increased the grant amount to \$600. At the time of this report, three accounts have applied and have been approved for the reuse grant.

OUTREACH

Each outreach specialist led outreach within a specific geographical region to maximize efficiency during site visits. Assigning outreach specialists to specific regions also ensured consistency in their contact with food facilities, building trust and rapport in the community. Table 6 above lists the outreach specialist teams by jurisdiction.

Outreach specialists also developed protocols with hauler representatives from RSM, SCRR, and SGC to coordinate any overlap in technical assistance needs.

After the prioritization list was finalized, the outreach team provided technical assistance using the following methods and guidance. Outreach specialists:

- Were trained in community-based social marketing (CBSM) approaches
- Conducted up to two initial attempts via phone outreach using contact information available in Recyclist or found through desktop research. In the course of the project, the team shifted away from initial marketing calls and toward site visits to establish initial contact, because the success rate was higher.
- Verified correct contact person and information, such as a store manager, business owner, or a similar role.
- Provided information and answered questions regarding the ordinance requirements, recorded the email and direct phone number of the contact person in Recyclist, and attempted to schedule follow-up meetings.
- Adjusted their communication approaches depending on how each facility reacted to and interacted with them. Specialists applied cultural competency practices and adapted messaging to ensure accessibility and relevance based on each facility's context, including language and cultural preferences.
- Conducted all applicable Task 2, 3, and 4 outreach for an account at the same time to increase efficiency and minimize confusion for the account. For example, if an account was on the prioritization lists for both Task 2 and Task 3, the outreach specialist would incorporate Task 2 outreach while providing technical assistance for Task 3.
- Provided additional technical assistance for Task 2 and Task 4 for accounts not on the prioritization list for those tasks, when appropriate and approved by ZWS. Outreach specialists then added the accounts to each tasks' prioritization list.
- Aimed to achieve outreach goals with no more than two site visits per account to minimize travel costs.
- Conducted follow-up phone calls and emails as needed.
- Logged all activities into Recyclist.

3.3 Outreach Observations

During the project, the outreach team made observations about what accounts did and did not know and how they felt about the ordinances, taking the pulse of community. Throughout this process, the team observed themes, encountered barriers, made adjustments, and gathered insights.

Table 7 summarizes these key observations and the outreach team's responses and notes.

Table 7. Task 3 Observations, Outreach Response and Notes

Observations	Outreach Response & Notes
Low awareness of the ordinance	<ul style="list-style-type: none"> Many accounts were unaware of the ordinance. Outreach specialists provided ordinance details, compliance requirements, and informational materials. Communicating information to busy owners and managers was most effective when it was clear, professional, in-person, and accompanied by high-quality informational materials.
Varied initial reactions	<ul style="list-style-type: none"> While some food facility managers felt positively, initial reactions were often negative and managers saw the rules as unnecessary. Early outreach and discussions framing the ordinance as a positive and environmentally beneficial change helped shift attitudes.
Difficulty accessing compliant products	<ul style="list-style-type: none"> Many local suppliers do not stock compliant items (such as unlined bowls and cups). To comply, accounts may have to change suppliers or change business practices, which is not always possible or practical. Recognizing supplier limitations is an important reality that should be considered in designing follow-up support or actions. This is a systems change and transition process.
Lack of clarity on alternatives	<ul style="list-style-type: none"> Many accounts cited confusion about eco-friendly materials. Providing clear information about product options, details, benefits, and environmental impacts reduces resistance and builds support for the ordinance.
Concern about high costs	<ul style="list-style-type: none"> One of the biggest concerns from food facilities was the cost of switching to new materials because compliant single-use/disposable take-out food ware, straws, and utensils are generally more expensive. For dine-in reusables, the upfront cost was a concern for some. Outreach team proposed the reuse grant in these cases.
Perceived inconsistency or inequity in enforcement	<ul style="list-style-type: none"> Small businesses questioned why large chains and retail suppliers were still offering non-compliant products and wanted to know if those accounts were required to comply. (They are required to comply) Small businesses expressed concern to see equal enforcement. Fairness and consistency in enforcement are important to small businesses. Large chains are frequently non-responsive, difficult to connect with a decision-maker, or unwilling to comply. Engaging larger players is critical for broad compliance.

Observations	Outreach Response & Notes
Some accounts believed they were already compliant and felt frustration that suppliers are allowed to sell non-compliant products	<ul style="list-style-type: none"> Some supplier sales representatives confuse and conflate “compostable” with compliant, and businesses buy these products, which are not always compliant. Outreach specialists explained to accounts that local composters reject most bioplastics (such as PLA and PHA) due to contamination and inefficiency. Outreach specialists explained to accounts that local government cannot fully regulate suppliers’ product choices, but this explanation was often not satisfying. The outreach team visited two local suppliers in Sonoma County and provided information on compliance requirements. At least one made initial changes to add compliant products but was still also selling polystyrene foam. Further follow-up was outside the scope of this project. Engaging more suppliers and informing them of ordinance requirements would help reduce this confusion. Direct conversations with decision-makers, sales staff, and purchasing staff are key. Clear explanations about composting realities helped food facilities choose the right products.
Continued non-compliance despite technical assistance	<ul style="list-style-type: none"> In some follow-up visits, outreach specialists found that well-meaning businesses were still using non-compliant products. Outreach specialists adjusted language from “compostable” to simplified terms like “wood, bamboo, fiber only” to improve understanding. Even after receiving an accurate explanation, many people do not grasp the nuances of compostable vs. acceptable materials - “wood, bamboo, fiber only” is a more clear and understandable explanation.
Opportunities for grant support	<ul style="list-style-type: none"> Outreach specialists identified food facilities eligible for the reuse grant and encouraged them to apply. Many accounts wanted to use grant funds for compliant disposable products or faced larger issues (such as dishwashers or space for storage or dishwashers). Interest increased modestly when ZWS raised the grant funds to \$600.
Need for continued support	<ul style="list-style-type: none"> Most food facilities eventually complied, but even those that received hands-on assistance in this task may still need help understanding, sourcing, transitioning, and maintaining the change. Ongoing outreach, education, and assistance are essential to maintaining, improving, and expanding general compliance over time.

3.4 Outreach Success Stories

The following stories are examples of successful outreach interactions.

Del Valle Restaurant

Del Valle Restaurant in Santa Rosa exceeded expectations during Task 3. The owner expressed concerns about finding and identifying ordinance-compliant food ware, and she took the initiative to reach out for help. She arranged a three-way phone call with her supplier, allowing an outreach specialist to explain the ordinance directly and clarify what qualified as acceptable materials. This proactive approach ensured the owner could confidently order the correct products, keeping her business in compliance. Del Valle Restaurant's commitment to learning and adapting demonstrates the importance of open communication between businesses, suppliers, and regulatory bodies. Del Valle Restaurant not only met the requirements, but also demonstrated a great willingness to learn and adapt.

Sugo Trattoria

Outreach specialists engaged with Sugo Trattoria in Petaluma, where the owner initially resisted switching to ordinance-compliant food ware due to concerns about health and safety. One concern was around glues used in paper straws. After further research, the owner found a non-PFAS paper straw and bamboo flatware supplier, replacing all non-compliant products. She appreciated the City of Petaluma's PFAS ban and later expressed gratitude for the in-person outreach specialists, who helped her understand the new requirements and compliant products. She also trained her staff to reduce the issuance of to-go serviceware, leading to a significant decrease in its use.

Bag O' Crab

One restaurant in particular, Bag O' Crab in Santa Rosa, stands out as a success story. They made the switch to reusables just a few of weeks after the outreach team shared information about the ordinance. Previously, they had been giving out plastic cutlery to their customers, but after receiving the ordinance details, they switched to reusable cutlery.

Fire Wings

Fire Wings in Santa Rosa was originally part of the Coddington account in Task 4 and wasn't included in the list of businesses for Task 3. However, the outreach team noticed they were still using Styrofoam to-go clamshell containers, so they provided them with information about the ordinance. When the outreach team revisited a few months later, they saw that they had successfully made the switch to compliant containers.

Caffeine Inc.

Caffeine Inc, is a small coffee café located adjacent to the Petaluma marina. The owner was glad they were on the technical assistance list. When the outreach specialist first visited the café they was using bioplastic flatware and straws, believing that those were the environmentally sound choices for single-use products. Once they were informed of the requirements of the ordinance, and more importantly, why the bioplastic products were banned, they were eager to purchase truly compostable products.

Furthermore, they were excited to apply for and receive \$600 from the reuse grant to purchase reusables. They owner said the grant money helped expand on the inventory of in-house, reusable, service ware, just as the client base was increasing. They were grateful for the assistance, believe in zero waste, and are proud to be a small business in Sonoma County.

3.5 Results

Overall, the outreach team was able to expand the impact of its technical assistance and exceed the original task goals. The team achieved 106% of their account contact goal and 136% of their account assistance goal. All accounts in this project who are required to convert to reusables for dine-in (Santa Rosa and Sebastopol) are now compliant, and the team also encouraged others throughout the County to convert to reusables for dine-in and supported three accounts in accessing the reuse grant.

The results of Task 4 are summarized in the following tables and charts.

Table 8 compares the outreach goals established at the start of this task against what the outreach team accomplished.

Table 8. Task 3 Summary of Results

Task 3 Metric	Goal	Actual	Percent of Goal
Total Outreach Activities	N/A	836	N/A
Accounts Contacted	200	211	106%
Accounts Assisted*	140	191	136%

*Accounts Assisted metric includes:

- **Compliant accounts, outreach complete:** Accounts that were already using fully compliant food ware and those that fully switched or purchased all compliant food ware after receiving technical assistance.
- **Partially compliant accounts, outreach partially complete:** Accounts that are in compliance with most food ware except for a few non-compliant types (straws are common) or are continuing to use already purchased backstock. This status indicates the outreach team has completed outreach, but account may need additional follow-up in the future. See Table 9 for a detailed list of outreach statuses by jurisdiction.

Figure 8 summarizes the final outreach status of all accounts contacted.

Figure 8. Task 3 Summary of Final Outreach Status for Food Facilities

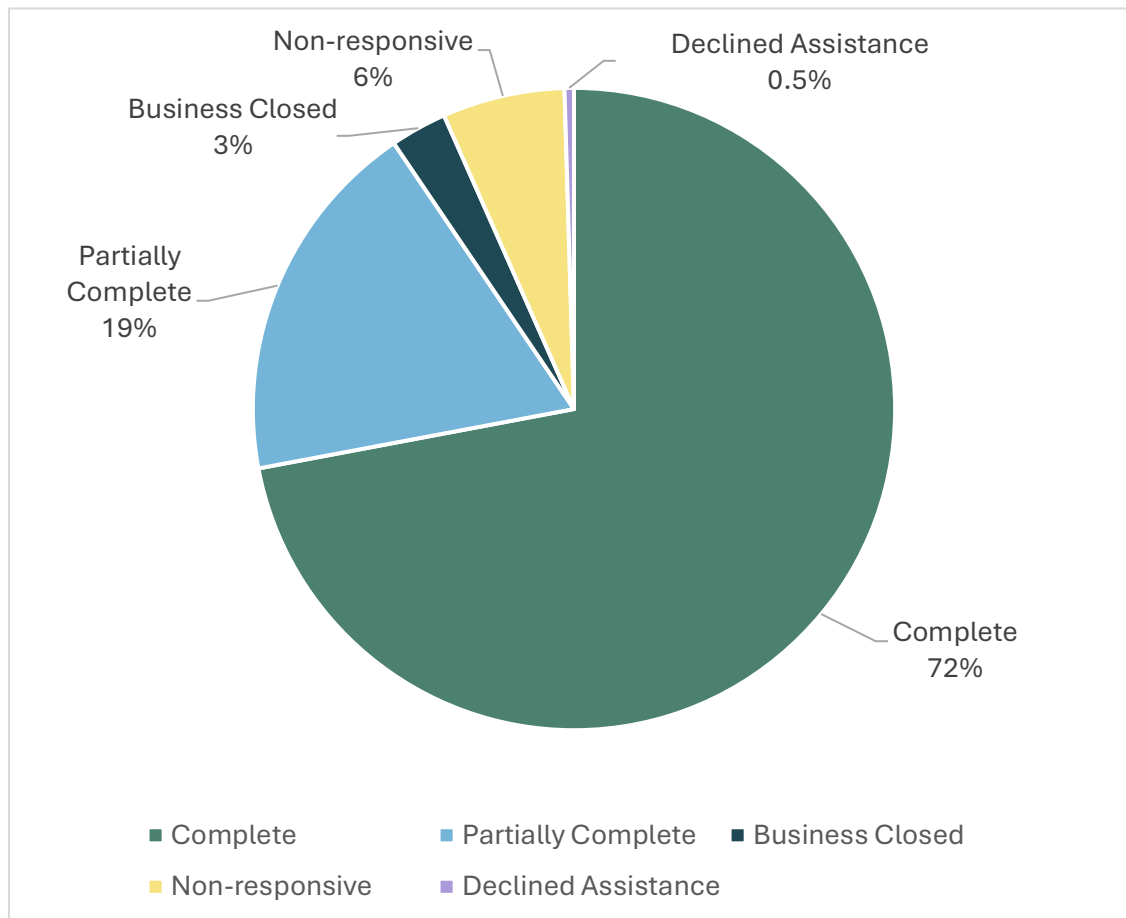


Figure 9 and

Table 9. Task 3 Outreach Status at Project Conclusion by Jurisdiction Table 9 show the outreach results by jurisdiction.

Figure 9. Task 3 Accounts Contacted, Compliant, and Partially Compliant by Jurisdiction

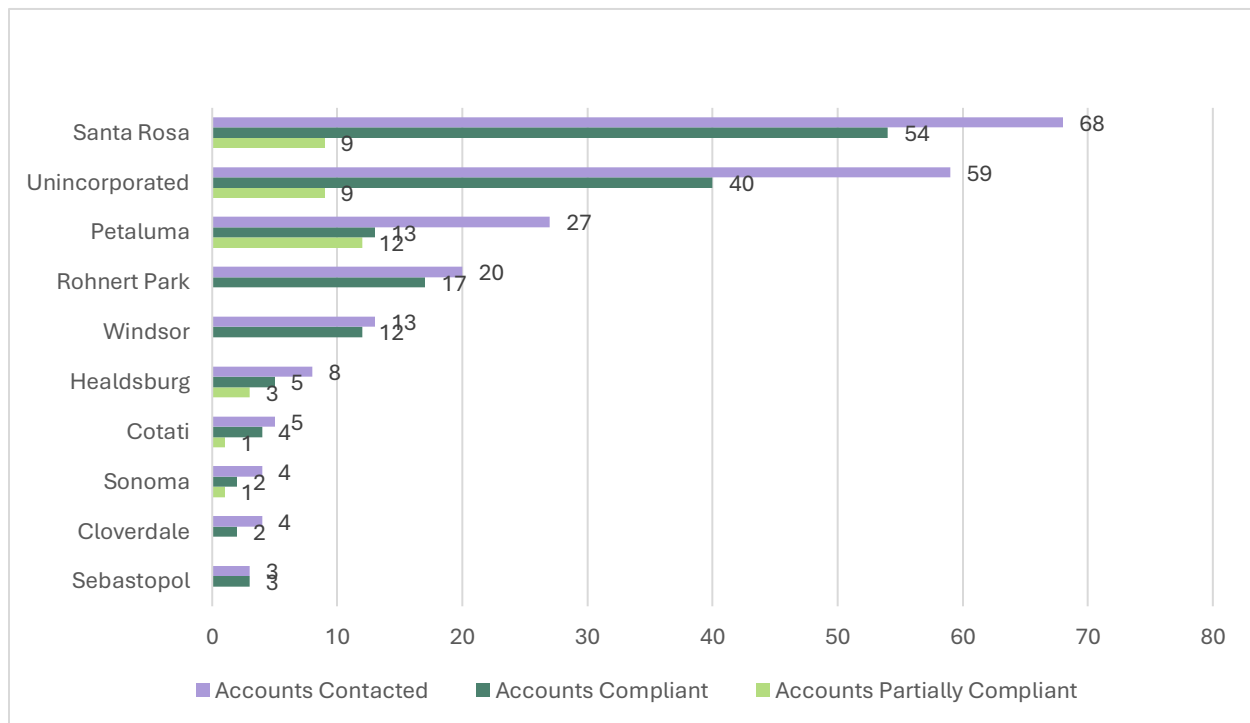


Table 9. Task 3 Outreach Status at Project Conclusion by Jurisdiction

Jurisdiction	Number of Accounts Contacted	Compliant	Partially Compliant	Non-Responsive	Declined Assistance	Self-Initiated Compliance	Business Closed
Santa Rosa	68	54	9	5	0	0	1
Unincorporated Sonoma	59	40	9	5	0	0	4
Petaluma	27	13	12	1	1	0	0
Rohnert Park	20	17	3	0	0	0	0
Windsor	13	12	1	0	0	0	0
Healdsburg	8	5	3	0	0	0	0
Cotati	5	4	1	0	0	0	0
Sonoma	4	2	1	1	0	0	0
Cloverdale	4	2	0	1	0	0	1
Sebastopol	3	3	0	0	0	0	0
Total	211	152	39	13	1	0	6

Table 10 describes the reusables for dine-in compliance, and Table 11 shows the recipients of the reuse grant.

Table 10. Reusables for Dine-In Compliance Status

Reusables for Dine-in Compliance Status	Santa Rosa and Sebastopol only
Compliant	56
Partially Compliant	0
N/A (No dine-in)	10

Table 11. Reuse Grant Recipients

Reuse Grant Recipients	Jurisdiction	Applied	Approved
Del Valle Mexican Restaurant	Sebastopol	x	x
A La Heart Kitchen/A La Heart Catering	Forestville	x	x
Caffeine Inc	Petaluma	x	x

3.6 Recommendations

The following are recommendations for maintaining the results achieved and continuing to expand community understanding and compliance across Sonoma County.

1. Strengthen and Expand Outreach

- **Build trust through personal engagement.** Approach businesses with empathy and professionalism to foster trust and support compliance.
- **Prioritize in-person visits.** Face-to-face interactions are more effective than emails or phone calls, helping answer questions, build rapport and encourage accountability.
- **Expand outreach.** Many establishments remain unaware of the ordinance and continue to use non-compliant products. Extend outreach to these accounts.
- **Consider geographically dense outreach.** Encouraging and supporting businesses communities to change together may improve compliance.

- **Maintain consistent follow-ups.** Regular site visits and ongoing communication help accounts stay on track and encourage long-term compliance.
- **Ongoing communication.** Keep accounts informed about program rules, benefits, and steps for compliance.

2. Inform and Engage Suppliers

- **Develop supplier-facing materials.** Create a simple one-pager or guide explaining ordinance requirements specifically for suppliers and sales representatives.
- **Inform suppliers and sales representatives.** Provide information to ensure they understand the ordinance so they can better support local businesses.
- **Engage chain suppliers and regional distributors.** Expand efforts beyond local vendors to national distributors and corporate buyers who serve large chains.
- **Identify new sources for key products.** Actively seek out suppliers offering hard-to-find compliant items. For example, unlined bowls and cups were a common hard-to-find and hard-to-substitute stumbling block.

3. Promote and Support Reusables

- **Encourage reusable options for dine-in.** Continue supporting businesses in transitioning to reusables for dine-in and limiting disposables to requests or take-out orders.
- **Help address cost sensitivities.** Help accounts navigate their concerns around charging for disposables, especially in tip-sensitive environments.

4. Set Clear Expectations and Consequences

- **Clarify rules and enforcement.** Make sure accounts understand both what is required and the potential consequences for not complying. Formal written communications can reinforce the importance of adhering to the ordinance.

5. Continue Using Best Practices and Improving Outreach Materials

- **Use clear, simple language.** Avoid technical terms. Phrases like “wood, bamboo, or fiber only” are easier to understand than “compostable”.
- **Incorporate visual examples.** Use images of compliant products to reinforce understanding. Help food facilities recognize product differences (such as compostable bioplastics vs. fiber-based products).
- **Update and share the compliant product list.** Provide accounts with an up-to-date list of compliant food ware to simplify purchasing decisions.
- **Acknowledge supplier constraints.** Normalize the challenge of switching products by emphasizing that it is a transition process and that help is available.

- **Frame compliance as a positive systems change.** Early outreach should position the ordinance as a step toward environmental leadership and local sustainability to help shift negative first impressions.
- **Highlight environmental and community benefits.** Emphasize how compliance contributes to local sustainability and community well-being.
- **Highlight success stories.** Share real examples of compliant businesses to inspire and guide others.

6. Recognize and Celebrate Success.

Public recognition motivates continued efforts and inspires others to follow. Consider recognizing two to three food facilities per year. Select candidates who were early adopters and those who navigated challenges or initial skepticism to model a path for others. Recognition opportunities may include:

- An awards ceremony during a ZWS board meeting, Zero Waste Symposium, or an annual breakfast or lunch ceremony.
- Positive case studies or local media spotlights
- Certificates, plaques, or other displays of appreciation
- Invitations to speak at events and share experiences

4 City of Santa Rosa Diversion of High-waste Generators



Under SB 1383, most commercial and multifamily accounts are required to have organics service and properly sort waste. In this task, we focused on accounts that may need assistance with SB 1383 compliance. Outreach was targeted on commercial businesses and multifamily properties in the City of Santa Rosa that were high-waste generators, did not have organics or recycling service, and/or had been flagged for contamination in the past. Cascadia worked closely with ZWS staff and RSM to finalize outreach goals and methodology. Soluna conducted the outreach.

Because Santa Rosa has the largest population of all jurisdictions in Sonoma County, a large proportion of commercial businesses and multifamily properties are located within City limits. Santa Rosa also received the largest allocation of SB 1383 Local Assistance Grant funds from CalRecycle, and City staff provided additional funds for supplementary outreach. City staff specified that a portion of the funds be used for the purchase of green and blue 32-gal slim jim indoor collection containers and lids.

In contrast to Tasks 2 and 3, the outreach conducted under Task 4 is traditionally the responsibility of the franchised hauler, and not ZWS. The outreach specialists collaborated closely with RSM to coordinate site visits, minimize duplication of efforts, and avoid unintentionally providing contradictory information. For efficiency's sake, RSM agreed to store the slim jim containers at their Santa Rosa corporate yard and deliver to the accounts requesting them. The project team invited RSM's Waste Zero Manager to participate in monthly check-in meetings.

Under this task, commercial businesses and multifamily properties are referred to as "accounts".

4.1 Goals

The goal of Task 4 was to contact 54 accounts with a goal of ultimately assisting 32-38 accounts. This goal was developed under the assumption that, for approximately 30 percent of accounts, the outreach team would be unable to reach a decision-maker or the account would be non-responsive or decline assistance.

4.2 Methodology

ACCOUNT SELECTION AND EQUITY

Cascadia worked closely with ZWS to create an equitable account prioritization list.

The intent was to ensure that at least 10 percent of the accounts on the prioritization list represented areas or businesses that have historically been underserved. This includes businesses in lower income neighborhoods, businesses owned by immigrants or refugees, and businesses that cater to Black, Indigenous, or People of Color (BIPOC) communities.

The steps of this overall methodology were:

1. **Review the account data from Recyclist as well as contamination records provided by RSM to prioritize accounts for which one or more of the following were true:**
 - Not subscribed to organics and/or recycling services
 - Flagged for contamination in the past
 - Categorized as Tier I or II commercial edible food generators
 - Producing high amounts of waste
 - May benefit from in-language assistance in Spanish or Chinese
2. **Collaborate with Soluna to select additional accounts that might benefit from outreach provided in Spanish and refer to equity analysis in other tasks.**
3. **Share recommended selected accounts with ZWS, the City of Santa Rosa, and RSM to obtain feedback and approval prior to conducting outreach.**

After multiple rounds of review, Cascadia and ZWS selected a total of 54 accounts for the Task 4 prioritization list.

Over the course of the project, accounts were added to the list in the following instances:

- If an account included multiple businesses (such as a plaza), the outreach team added each location that received assistance and fully documented each account in Recyclist.
- If an account had another branch in Santa Rosa and requested assistance, the outreach team added each location that received assistance and fully documented each account in Recyclist.

As a result of this additional effort, the outreach team contacted 108 total accounts.

OUTREACH

Outreach activities included identifying opportunities for waste prevention, right-sizing waste collection services, implementing organics and recycling collection programs if previously absent, and providing education on proper waste sorting via resources and/or training. All activities were tracked in Recyclist.

4.3 Outreach Observations

During the project, the outreach team encountered barriers, made strategic adjustments, and gathered insights that further informed their approach to providing high-quality technical assistance. Table 12 summarizes these key observations and the outreach team's responses and notes.

Table 12. Task 4 Observations, Outreach Response, and Notes

Observations	Outreach Response & Notes
Difficulty reaching decision makers	<ul style="list-style-type: none"> • After two remote attempts, outreach teams conducted drop-in site visits to speak directly with decision-makers. • Follow-up calls and emails were used when needed. • Drop-ins are an effective method for reaching decision-makers and provide opportunities to conduct waste assessments and deliver resources.
Varying awareness of SB 1383 and organics collection requirements	<ul style="list-style-type: none"> • Outreach teams used resources from ZWS and RSM to explain requirements, sorting practices, and provided in-person waste sorting trainings. • Tailored, responsive outreach is valuable. • It takes time and repetition for full understanding and compliance.
Lack of resources and infrastructure for proper organics collection	<ul style="list-style-type: none"> • Outreach teams identified accounts lacking bins or service and coordinated with haulers to set up needed infrastructure. • Site visits paired with hauler support are critical for identifying service gaps and setting up proper infrastructure.
Conflict between tenants, property managers, and owners	<ul style="list-style-type: none"> • Outreach specialists spoke directly with tenants and decision-makers, emphasizing the legal requirement to sort properly. • Outreach is most effective when targeting both decision-makers and tenants or staff. • Stressing the legal obligation can overcome refusal.

Observations	Outreach Response & Notes
General concerns across businesses and multifamily properties (odors, lack of space, costs, contamination)	<ul style="list-style-type: none"> • Outreach specialists provided culturally fluent and flexible technical assistance, materials explaining benefits and requirements, and waste sorting trainings. • Responsive, culturally fluent support is essential for overcoming barriers and ensuring program success.
Concerns about odors and pests from organics	<ul style="list-style-type: none"> • Outreach specialists explained that separating organics can actually reduce odors and pest issues, compared to using only landfill bins. • Addressing negative perceptions early on helps encourage participation and behavior change.
Illegal dumping concerns	<ul style="list-style-type: none"> • Accounts worried about illegal dumping may hesitate to add new services. • Outreach specialists recommended solutions like labeling bins, securing containers, or building enclosures to mitigate illegal dumping. • Proactive outreach strategies are necessary to build confidence about adding new services.
Fear of increased costs from new service	<ul style="list-style-type: none"> • Outreach specialists explained that organics and recycling services are free with landfill service under current rules. • Despite explanations, cost concerns persist, especially among smaller businesses, and must be addressed with reassurance and support.
Lack of space for additional containers	<ul style="list-style-type: none"> • Lack of space is a common barrier. • Outreach specialists worked with accounts to assess available space, suggested smaller bins where appropriate, and helped prioritize key service locations. • Offering creative solutions like smaller bins or shared service locations supports participation.
Support from Recology Sonoma-Marín	<ul style="list-style-type: none"> • RSM provided critical assistance by delivering bins, setting up services, and offering trainings to accounts. • Strong hauler collaboration greatly enhances the success of outreach efforts and helps accounts meet compliance requirements.

4.4 Outreach Success Stories

The following story is an example of a highly successful outreach interaction.

Stony Point Plaza

The management and owner of Stony Point Plaza went above and beyond expectations. After initial contact in June, the outreach team provided ongoing phone calls, emails, and site visits to ensure the plaza stayed on track with the program. All food-generating tenants received slim jim containers and participated in multiple in-person trainings on how to properly sort their waste.

When issues with illegal dumping and contamination arose, the owner responded proactively. Some of the green collection bins provided by Recology were stolen, and others were frequently used by unhoused individuals or patrons as landfill bins. To address this, the owner made a significant investment in building a locked enclosure to house a 3-yard organics collection bin for all food-generating tenants. This permanent solution helped prevent illegal dumping and contamination from occurring.

The owner also worked diligently to address the challenge of consistent and proper organics separation. He bridged the communication gap with tenants, collaborating closely with Soluna to ensure everyone was on the same page and committed to moving forward with the program. This proactive approach and dedication to compliance was a key factor in the program's success at Stony Point Plaza.

4.5 Results

Overall, the outreach team was able to expand the impact of its technical assistance and far exceeded the original task goals. The team achieved 200% of their account contact goal and 266% of their account assistance goal, achieving 84% compliance overall (79% through completing technical assistance and 5% through account self-initiated compliance) and distributed a significant number of free resources.

The results of Task 4 are summarized in the following tables and charts.

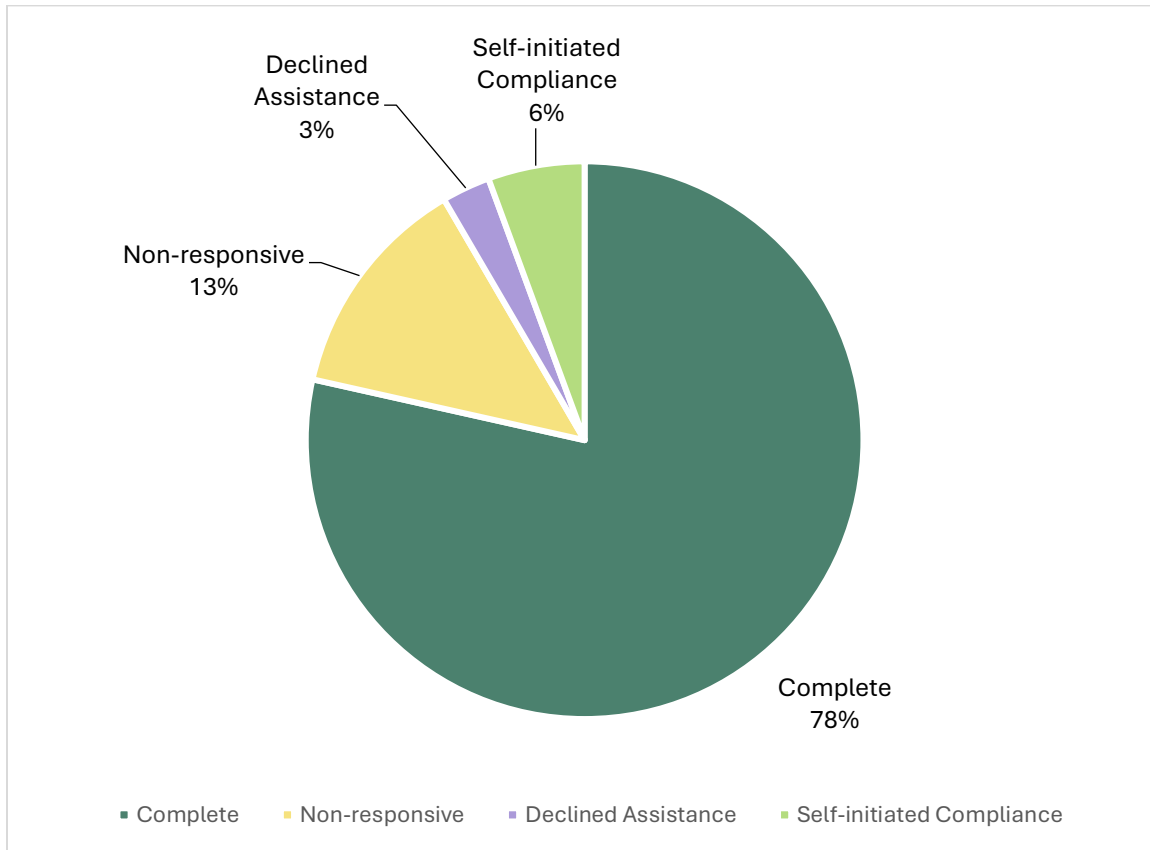
Table 13 compares the outreach goals established at the start of this task against what the outreach team accomplished.

Table 13. Task 4 Summary of Results

Task 4 Metric	Goal	Actual	% of Goal
Total Outreach Activities	N/A	405	N/A
Accounts Contacted	54	107	198%
Accounts Assisted	32	84	263%

Figure 10 summarizes the final outreach status of all accounts contacted.

Figure 10. Task 4 Summary of Final Outreach Status for High-waste Generator Accounts



Error! Not a valid bookmark self-reference. details the types and quantities of free resources that the outreach team provided.

Table 14. Task 4 Resources Provided

Type of Resource	Number Provided
On-site Training	25
Informational Resources (Posters, Flyers, Guides)	34
Number of free bins provided (green)	56
Number of free bins provided (blue)	23

4.6 Recommendations

The following are recommendations for maintaining the results achieved and continuing to expand impact.

1. Immediate Follow-up

- **ZWS, the City of Santa Rosa, and RSM should review activity data logged in Recyclist**, specifically for accounts with the Recommend Enforcement status and follow up as necessary.
- Review remaining accounts without organics and/or recycling service and work with RSM to identify accounts with contaminations for future outreach.

2. Consistent and Ongoing Resources

- **Schedule regular follow-ups with accounts to ensure they maintain** organics and recycling programs, especially when staff and tenant turnover requires ongoing communication and support.
- **Use a variety of communication channels.** It is important to stay in touch with accounts through a combination of emails, phone calls, written materials, and in-person visits.
- **Provide a variety of helpful resources.**
 - In-person assistance is among the most impactful outreach tools. When in person, outreach specialists are able to provide resources, conduct waste assessments, review internal waste infrastructure, and answer questions directly.
 - Free indoor collection containers help staff and/or tenants sort easily identify waste streams and sort waste properly.
 - Written materials like flyers, guides, and reminders are easy for people to reference and can be delivered in person or by mail.
 - Training sessions help commercial businesses and multifamily properties stay updated on the rules and how to handle and separate organics.
- **Develop additional marketing materials to increase awareness of SB 1383** and organics separation. Consider billboards, bus/newspaper/radio/TV/social media ads, mailers, and other marketing materials.

3. Clear, Simple, and Accessible Communication

- **Make sure trainings and resources are simple and easy to understand** for everyone, including business owners, managers, and staff.
- **Offer translated and culturally appropriate** communications and materials.
- **Conduct research on additional language needs and other equity factors** to provide equitable outreach to all accounts.

- **Focus on a few key messages about what SB 1383 is** and why it is important:
 - Emphasize how diverting compostable and recyclable materials from the landfill helps the environment, reduces food waste, saves money, and supports the local community.
 - Provide updates and reminders on the rules and deadlines.

4. Checks and Enforcement

- **Do surprise visits to check compliance.** Surprise visits can help make sure commercial businesses and multifamily properties are following the rules without getting a chance to prepare. These visits let you check if they are using the right materials and doing proper recycling and organics separation.
- **Send notices of violation (NOVs) for non-compliance.** If accounts are not following the rules after receiving information or technical assistance, we recommend pursuing enforcement action. Voluntary compliance is not always possible, and some accounts require the threat of enforcement to make changes. NOVs are required under SB 1383 regulations.

5. Recognize and Celebrate

Consider recognizing two to three exemplary accounts per year. Recognition opportunities may include:

- An awards ceremony during a ZWS board meeting, Zero Waste Symposium, or an annual breakfast or lunch ceremony.
- Positive case studies or local media spotlights
- Certificates, plaques, or other displays of appreciation
- Invitations to speak or share experiences at events

5 Appendix

5.1 Task 2 Accounts Contacted List

“Not Covered” or “N/A” can mean: no data in Recyclist, business closed, account not regulated, or account non-responsive

Generator	Tier Level	Jurisdiction
ALVARADO STREET BAKERY - 2225 S MCDOWELL BLVD	Tier 1	City of Petaluma
AMF Boulevard Lanes - 1100 PETALUMA BLVD S	Tier 2	City of Petaluma
AMF- DOUBLE DECKER #766 - 300 GOLF COURSE DR	Tier 2	City of Rohnert Park
AMYS KITCHEN - 3000 DUTTON AVE 002	Tier 1	City of Santa Rosa
Applebee's Bar and Grill - 2250 SANTA ROSA AVE	Tier 2	City of Santa Rosa
Arbol Residences of Santa Rosa - 300 FOUNTAIN GROVE PKWY	Not Covered	City of Santa Rosa
AURORA BEHAVIORAL HEALTHCARE - 1287 FULTON RD	Tier 2	City of Santa Rosa
BACI - 399 BUSINESS PARK CT#306	Not Covered	Town of Windsor
BARREL BROTHERS BREWING - 399 BUSINESS PARK CT#506	Not Covered	Town of Windsor
Bellevue Elementary - 3223 Primrose Ave	Tier 2	City of Santa Rosa
BIG JOHN'S MARKET - 1345 HEALDSBURG AVE 002	Tier 1	City of Healdsburg
BJ'S RESTAURANT & BREWHOUSE - 334A CODDINGTOWN CTR # A	Tier 2	City of Santa Rosa
BOON EAT + DRINK - 16248 MAIN ST	Not Covered	County of Sonoma
Brookdale Pauline Creek (senior living facility) - 2375 RANGE AVE	Tier 2	City of Santa Rosa
BUCHANAN FOOD SERVICE - 5980 STATE FARM DR	Tier 1	City of Rohnert Park
BUFFALO WILD WINGS - 401 KENILWORTH DR 810	Tier 2	City of Petaluma
BURBANK (LUTHER) SCHOOL - 203 A STREET	Tier 2	City of Santa Rosa
CAMACHO MARKET - 645 SEBASTOPOL RD	Not Covered	City of Santa Rosa
CANTEEN SERVICE INC - 3025 DUTTON AVE	Tier 1	City of Santa Rosa
CATLEMENS RESTAURANT #0002 - 5012 PETALUMA BLVD N	#N/A	City of Petaluma
CHARLIE'S GRILL - 1320 NINETEENTH HOLE DR	Not Covered	Town of Windsor
CHEF'SSTORE - 565 BARHAM AVE	Tier 1	City of Santa Rosa
CHEVY'S RESTUARANT, LLC # 2018 - 24 4TH ST	Tier 2	City of Santa Rosa
CHICK FIL A - 5080 REDWOOD DR	Tier 2	City of Rohnert Park
CHILI'S GRILL & BAR #319 - 4851 REDWOOD DR	Tier 2	City of Rohnert Park
Chipotle - 733 CODDINGTOWN CENTER	Not Covered	City of Santa Rosa
CHUCK E. CHEESE'S - 601 ROHNERT PARK EXPWY	Tier 2	City of Rohnert Park
CMS FOODS - 4791 DRY CREEK RD 002	#N/A	County of Sonoma
COASTLINE DISTRIBUTORS INC - 361 SUTTON PL	Tier 1	County of Sonoma
COLLEEN'S COFFEE SHOP - 5755 MOUNTAIN HAWK DR	Not Covered	City of Santa Rosa
COMMUNITY ACTION PARTNERSHIP - 3194 COFFEY LN 403	Not Covered	City of Santa Rosa

Outreach and Technical Assistance Project

Generator	Tier Level	Jurisdiction
COMMUNITY MARKET - 100 MORRIS ST	Tier 1	City of Sebastopol
COSTCO WAREHOUSE - 5901 REDWOOD DR	Tier 1	City of Rohnert Park
COSTCO WHOLESALE #0041 RRY - 1900 SANTA ROSA AVE 003	Tier 1	City of Santa Rosa
COSTCO WHOLESALE #659 - 5901 REDWOOD DR 003	Tier 1	City of Rohnert Park
COSTEAUX FRENCH BAKERY - 3507 WESTWIND BLVD	Tier 1	County of Sonoma
COSTEAUX FRENCH BAKERY - 417 HEALDSBURG AVE	Tier 1	City of Healdsburg
COTATI FOOD SERVICE - 441 HOUSER ST	Tier 1	City of Cotati
CREEKSIDE CONVALESCENT - 850 SONOMA AVE	Tier 2	City of Santa Rosa
DAIRY DELIVERY - 10029 MINNESOTA AVE	Tier 1	County of Sonoma
DEL VALLE MEXICAN RESTURANT - 2000 SEBASTOPOL RD	Not Covered	City of Santa Rosa
DELLA FATTORIA BAKERY - 141 PETALUMA BLVD N	Tier 1	City of Petaluma
DOUBLE TREE HOTEL - 1 DOUBLETREE DR 003	Tier 2	City of Rohnert Park
EAST WEST CAFE - 557 SUMMERFIELD RD	Tier 2	City of Santa Rosa
FLAMINGO HOTEL - 2777 4TH ST 003	Not Covered	City of Santa Rosa
FOLEY FAMILY WINES - 200 CONCOURSE BLVD	#N/A	County of Sonoma
FORT ROSS VINEYARD - 15001 MEYERS GRADE RD	Not Covered	County of Sonoma
FOUNTAINGROVE LODGE - 4210 THOMAS LAKE HARRIS DR 002	#N/A	City of Santa Rosa
FRANCHETTI WOOD FIRE KITCHEN - 1229 N DUTTON AVE A	#N/A	City of Santa Rosa
FRANCIS COPPOLA WINERY-RUSTIC - 300 VIA ARCHIMEDES RUS	Not Covered	County of Sonoma
FRANCO AMERICAN BAKERY - 202 W 7TH ST	Tier 1	City of Santa Rosa
Geyserville Elementary School - 21485 Geyserville Ave	Tier 2	County of Sonoma
GIPSON'S GOLDEN, INC. - 3433 REGIONAL PARKWAY SUITE A	Tier 1	City of Santa Rosa
GLEN ELLEN VILLAGE MARKET - 13751 ARNOLD DR 002	Tier 1	County of Sonoma
G-NOLA - 3200 DUTTON AVE 226	Tier 1	City of Santa Rosa
GOLDEN GATE MEAT -NORTH - 1095 S A ST	Tier 1	City of Santa Rosa
GOLDEN STATE PICKLE WORKS - 3200 DUTTON AVE 217	Tier 1	City of Santa Rosa
GRINDSTONE BAKERY - 500 MARTIN AVE	#N/A	City of Rohnert Park
GROCERY OUTLET - 111 TREADWAY DR	Tier 1	City of Cloverdale
HANA JAPANESE RESTAURANT - 101 GOLF COURSE DR A12	Not Covered	City of Rohnert Park
HOPMONK TAVERN - 230 PETALUMA AVE	Not Covered	City of Sebastopol
HOTEL HEALDSBURG #1 - 25 MATHESON ST	Not Covered	City of Healdsburg
HYATT VINEYARD CREEK HOTEL&SPA - 170 RAILROAD ST	Tier 2	City of Santa Rosa
JM ROSEN'S CHEESECAKES - 74 E WASHINGTON ST	Tier 1	City of Petaluma
KAISER - 401 BICENTENNIAL WAY ACT	Tier 2	City of Santa Rosa
KAISER HOSPITAL - 3925 OLD REDWOOD HWY	Tier 2	City of Santa Rosa
KENDALL JACKSON - 5007 FULTON RD	#N/A	City of Santa Rosa
LA ROSA - 500 4TH ST	Tier 2	City of Santa Rosa
LA TORTILLA FACTORY REC/FOOD - 3300 WESTWIND BLVD FOO	Tier 1	County of Sonoma
LAGUNA HIGH SCHOOL (CONTINUATION) - 7050 COVEY RD	Tier 2	City of Sebastopol

Generator	Tier Level	Jurisdiction
LAGUNITAS BREWING COMPANY - 1280 N MCDOWELL BLVD	Tier 2	City of Petaluma
LATITUDE 45 - 399 BUSINESS PARK CT#512	Not Covered	Town of Windsor
LEPE MEAT CO - 3659 STANDISH AVE	Tier 1	County of Sonoma
LIVE OAK CHARTER SCHOOL - 100 GNOSS CONCOURSE 1	Tier 2	City of Petaluma
LOLA'S MARKET - 102 HEALDSBURG AVE	Tier 1	City of Healdsburg
LOLA'S MARKET INC - 1680 PETALUMA HILL RD	Tier 1	City of Santa Rosa
LOLA'S MARKET INC GARB-FOOD - 440 DUTTON AVE 002	Tier 1	City of Santa Rosa
LOLA'S MARKET INC. - 241 N MCDOWELL BLVD	Tier 1	City of Petaluma
LUCKY/SAVE MART #776 - 915 VILLAGE CT	Tier 1	City of Santa Rosa
LUCKY'S - 19181 SONOMA HWY	Tier 1	City of Sonoma
Lucky's #777 - 776 Gravenstein Hwy N	Tier 1	City of Sebastopol
MARIN-SONOMA PRODUCE CO - 1240 HOLM RD A	Tier 1	City of Petaluma
MARK WEST CHARTER SCHOOL - 4600 LAVELL RD	Tier 2	County of Sonoma
MARY'S PIZZA SHACK - 423 N MCDOWELL BLVD	Tier 2	City of Petaluma
MAYACAMA GOLF CLUB - 1240 MAYACAMA CLUB DR NEW	Not Covered	County of Sonoma
MC NEARS SALOON & DINING HOUSE - 23 PETALUMA BLVD N	Tier 2	City of Petaluma
MIKE HUDSON DISTRIBUTING - 2237 S MCDOWELL BLVD	Tier 1	City of Petaluma
MINIOA, FRANK & DELIA - 4100 MONTGOMERY DR	Not Covered	City of Santa Rosa
MIYOKO'S KITCHEN - 2086 MARINA AVE	Tier 1	City of Petaluma
MOLSBERRY MARKET I - 522 LARKFIELD CENTER	Tier 1	County of Sonoma
MONTE RIO SCHOOL - 20700 FOOTHILL DR	Tier 2	County of Sonoma
MONTGOMERY VILLAGE CATTLEMANS - 2400 MIDWAY DR FOO	#N/A	City of Santa Rosa
NEW LEAF BAKERY - 3200 DUTTON AVE 320	Tier 1	City of Santa Rosa
NORTH VALLEY SCHOOL - 3160 CONDO CT	#N/A	City of Santa Rosa
Nothing Bundt Cakes - 733 CODDINGTON CENTER	#N/A	City of Santa Rosa
OAKMONT GARDENS/MBK SENIOR LIV - 301 WHITE OAK DR	Tier 2	City of Santa Rosa
OLIVE GARDEN-DARDEN REST #1325 - 6430 REDWOOD DR 002	Tier 2	City of Rohnert Park
OLIVER'S MARKET - 461 STONY POINT RD 002	Tier 1	City of Santa Rosa
OLIVER'S MARKET - 560 MONTECITO CENTER 002	Tier 1	City of Santa Rosa
OLIVER'S MARKET/FOOD BIN - 546 E COTATI AVE 004	Tier 1	City of Cotati
PACIFIC MARKET - 1465 TOWN AND COUNTRY DR	Tier 1	City of Santa Rosa
PACIFIC MARKET #14 - 550 GRAVENSTEIN HWY N	Tier 1	City of Sebastopol
PARK VIEW GARDENS - 3751 MONTGOMERY DR	Tier 2	City of Santa Rosa
PASTA SONOMA - 640 MARTIN AVE 1-3	Tier 1	City of Rohnert Park
PASTA, ETC - 1010 N DUTTON AVE	Tier 1	City of Santa Rosa
PATHWAYS CHARTER SCHOOL - 150 PROFESSIONAL CENTER DR	Tier 2	City of Rohnert Park
PENNGROVE MARKET - 10070 MAIN ST	Tier 1	County of Sonoma
PETALUMA MARKET - 210 WESTERN AVE	Tier 1	City of Petaluma
PETALUMA VALLEY HOSPITAL - 400 N MCDOWELL BLVD	Not Covered	City of Petaluma

Generator	Tier Level	Jurisdiction
PEZCOW - 8465 OLD REDWOOD HWYSUIT 410	Not Covered	Town of Windsor
POINT REYES FARMSTEAD CHEESE - 454 PAYRAN ST	Tier 1	City of Petaluma
PRESERVE FARM KITCHENS - 1372 N MCDOWELL BLVD C	Tier 1	City of Petaluma
PRIMAVERA PRODUCTS - 17070 SONOMA HWY	Not Covered	County of Sonoma
RALEY'S #341 - 8852 LAKEWOOD DR	Tier 1	Town of Windsor
RANCHO MENDOZA SUPER MERCADO - 680 SEBASTOPOL RD	Tier 1	City of Santa Rosa
RATZLAFF RANCH INC aka Apple-A-Day - 13128 OCCIDENTAL RD 002	Not Covered	County of Sonoma
RAYS FOOD PLACE #42 COMP - 1139 S CLOVERDALE BLVD	Tier 1	City of Cloverdale
Rebounderz Rohnert Park - 555 ROHNERT PARK EXPWY 003	Tier 2	City of Rohnert Park
RUSSIAN RIVER BREWING CO - 725 4TH ST	Tier 2	City of Santa Rosa
RUSSIAN RIVER BREWING COMPANY - 700 MITCHELL LN	Not Covered	Town of Windsor
RUSTIC BAKERY INC - 3902 CYPRESS DR	Tier 1	City of Petaluma
SAFEWAY #998 COMP - 1115 VINE ST	Tier 1	City of Healdsburg
SAFEWAY #2457 - 1211 W COLLEGE AVE 002	Tier 1	City of Santa Rosa
SAFEWAY - 9080 BROOKS RD	Tier 1	Town of Windsor
SAFEWAY #1576 - 2300 MENDOCINO AVE	Tier 1	City of Santa Rosa
SAFEWAY #25-1562 - 2765 4TH ST	Tier 1	City of Santa Rosa
SAFEWAY #3011 - 389 S MCDOWELL BLVD 004	Tier 1	City of Petaluma
SAFEWAY #713 - 100 CALISTOGA RD	Tier 1	City of Santa Rosa
SAFEWAY #911 - 477 WEST NAPA STREET	Tier 1	City of Sonoma
SAFEWAY #918 - 6340 COMMERCE BLVD	Tier 1	City of Rohnert Park
SAFEWAY #933 - 406 N MAIN ST	Tier 1	City of Sebastopol
SAFEWAY 25-2456 - 701 SONOMA MOUNTAIN PKWY	Tier 1	City of Petaluma
SAFEWAY STORE # 1265 - 2785 YULUPA AVE 002	Tier 1	City of Santa Rosa
SAFEWAY STORE # 1562 - 2751 4TH ST	Tier 1	City of Santa Rosa
SAFEWAY STORE #950 - 16405 RIVER RD ACT	Tier 1	County of Sonoma
SAFEWAY STORE #956 - 1799 MARLOW RD	Tier 1	City of Santa Rosa
SANTA ROSA COMMUNITY MARKET - 1899 MENDOCINO AVE	Tier 1	City of Santa Rosa
SANTA ROSA GROCERY OUTLET - 1116 4TH ST	Tier 1	City of Santa Rosa
SANTA ROSA MEMORIAL HOSPITAL - 1165 MONTGOMERY DR FOO	Tier 2	City of Santa Rosa
SCHWAN'S FOOD CO - 440 E TODD RD	#N/A	County of Sonoma
Sea Noodle Bar - 733 CODDINGTOWN CENTER	#N/A	City of Santa Rosa
SESSI, KELLY C/O MARTIN SESSI - 10101 MAIN ST	Tier 1	County of Sonoma
SHARI'S CAFE & PIES - 301 ROHNERT PARK EXPY W	Tier 2	City of Rohnert Park
SHONE PROPERTIES - 17969 SONOMA HWY	#N/A	County of Sonoma
SKY LOUNGE - 2200 AIRPORT BLVD	Tier 2	County of Sonoma
SMART & FINAL #409 - 2805 SANTA ROSA AVE	Tier 1	City of Santa Rosa
SMART & FINAL #81782 - 465 N MCDOWELL BLVD 002	Tier 1	City of Petaluma
SODA ROCK WINERY - 8015 HWY 128	Not Covered	County of Sonoma

Generator	Tier Level	Jurisdiction
SOMO VILLAGE COMMERCIAL LLC - 1100 VALLEY HOUSE DR 002	Not Covered	City of Rohnert Park
SONOMA ACADEMY - 2500 FARMERS LN	Not Covered	City of Santa Rosa
SONOMA COUNTRY DAY SCHOOL - 4400 DAY SCHOOL PL	#N/A	County of Sonoma
SONOMA CREAMERY LLC - 21750 8TH ST E 01	Tier 1	County of Sonoma
SONOMA CUTRER VINEYARDS INC - 4401 SLUSSER RD	#N/A	County of Sonoma
SONOMA MISSION INN SS - 100 BOYES BLVD RRY	Tier 2	County of Sonoma
SONOMA MUFFIN WORKS - 1454 INDUSTRIAL AVE 002	Not Covered	County of Sonoma
SONOMA SPECIALTY dba Sonoma Gourmet - 21684 8TH ST E 100	Tier 1	County of Sonoma
SONOMA VALLEY FOODS - 310 SUTTON PL	Tier 1	County of Sonoma
SONOMA VALLEY HOSPITAL - 347 ANDRIEUX	Not Covered	City of Sonoma
SOURDOUGH & CO - 2064 CITY OF SANTA ROSA AVE	Not Covered	City of Santa Rosa
Spring Lake Village - 5555 MONTGOMERY DR 002	Not Covered	City of Santa Rosa
SPROUTS - 401 KENILWORTH DR 040	Tier 1	City of Petaluma
SRJC SHONE FARM AGRICULTURE - 7450 STEVE OLSON LN	Not Covered	County of Sonoma
ST EUGENES SCHOOL - 300 FARMERS LN	#N/A	City of Santa Rosa
ST ROSE SCHOOL - 4300 OLD REDWOOD HWY	#N/A	County of Sonoma
STARK'S STEAK HOUSE - 521 ADAMS ST 002	Not Covered	City of Santa Rosa
Super Buffet - 450 MENDOCINO AVE	Tier 2	City of Santa Rosa
SUPER CHAVEZ MARKET - 1480 GUERNEVILLE RD	Tier 1	City of Santa Rosa
SUPER MARKET RANCHO MENDOZA - 1201 PINER RD 200	Tier 1	City of Santa Rosa
SUTTER HEALTH WEST BAY - 30 MARK WEST SPRINGS RD RRY	Tier 2	County of Sonoma
TARGET - 401 KENILWORTH DR 007	Tier 1	City of Petaluma
THE NUGGET MARKET dba Sonoma Market - 520 WEST NAPA STREET	Tier 1	City of Sonoma
TIDES WHARF - 835 HIGHWAY 1	Tier 1	County of Sonoma
TIERRA VEGETABLES INC - 399 BUSINESS PARK CT	Tier 1	Town of Windsor
TORN RANCH - 2198 S MCDOWELL BLVD	Tier 1	City of Petaluma
Tortilleria El Molino - 421 STONY POINT RD	Not Covered	City of Santa Rosa
TRADER JOE'S - 169 N MCDOWELL BLVD	Tier 1	City of Petaluma
TRADER JOE'S - 3225 CLEVELAND AVE	Tier 1	City of Santa Rosa
TRADER JOE'S 178 - 2100 SANTA ROSA AVE	Tier 1	City of Santa Rosa
TRAIN TOWN - 20264 BROADWAY GB	Tier 2	County of Sonoma
UNION HOTEL - 3731 MAIN ST	Not Covered	County of Sonoma
UNION HOTEL RESTAURANT - 280 MISSION BLVD	Tier 2	City of Santa Rosa
VELLA CHEESE FACTORY - 315 SECOND EAST	Tier 1	City of Sonoma
WALMART - 6650 HEMBREE LN	#N/A	Town of Windsor
WHOLE FOODS #10138 - 621 E WASHINGTON ST	Tier 1	City of Petaluma
WHOLE FOODS - 201 WEST NAPA STREET	Tier 1	City of Sonoma
WHOLE FOODS #10137 - 6910 MCKINLEY ST	Tier 1	City of Sebastopol
WHOLE FOODS #10139 - 1181 YULUPA AVE	Tier 1	City of Santa Rosa

Generator	Tier Level	Jurisdiction
WHOLE FOODS #10370 - 390 CODDINGTOWN CENTER 003	Tier 1	City of Santa Rosa
WILD BRINE // RECYCLE BINS - 322 BELLEVUE AVE 003	#N/A	City of Santa Rosa
WINDSOR HIGH SCHOOL - 8695 WINDSOR RD	Tier 2	Town of Windsor
WINDSOR MIDDLE SCHOOL - 9500 BROOKS RD	Tier 2	Town of Windsor
WINDSOR UNIFIED SCHOOL DIST - 10725 OLD REDWOOD HWY	Tier 2	Town of Windsor
WM / BROOKDALE CHANATE - 3250 CHANATE RD	Tier 2	City of Santa Rosa
WRIGHT CHARTER SCHOOL - 4389 PRICE AVE	Tier 2	County of Sonoma

5.2 Task 3 Accounts Contacted List

Generator	Jurisdiction
A Guy and His Grill - 6536 FRONT ST	County of Sonoma
A La Heart Kitchen - 6484 Mirabel Rd	County of Sonoma
Adobo Taqueria - 2550 Guerneville Rd Ste C	City of Santa Rosa
AGUILA REAL MEXICAN RESTAURANT - 966 N DUTTON AVE	City of Santa Rosa
Aloho Poke & Sushi - 2032 Santa Rosa Ave	City of Santa Rosa
Amy's Restaurant # 2 - 500 W Napa St Ste 546	City of Sonoma
Anas Cafe & Espresso - 10333 OLD REDWOOD HWY STE 103	Town of Windsor
ANELLO, TONY/SPUD PT CRAB CO - 1860 BAY FLAT RD	County of Sonoma
ANNA'S SEAFOOD INC - 901 LAKEVILLE ST	City of Petaluma
Aramark @ Medtronic - 3540 Unocal Pl	City of Santa Rosa
AUSIELLO, ARMAND - 609 5TH ST	City of Santa Rosa
Ayawaska Restobar - 101 2nd St Ste 190	City of Petaluma
Bag O Crab - 1901 Mendocino Ave	City of Santa Rosa
Barber Cellars - 112 Washington St	City of Petaluma
BETTYS FISH & CHIPS - 4046 SONOMA HWY	City of Santa Rosa
Big Easy, The - 128 American Aly	City of Petaluma
BIG JOHN'S MARKET - 1345 HEALDSBURG AVE 002	City of Healdsburg
Big John's Market Bakery - 1345 Healdsburg Ave	City of Healdsburg
BLACK KITE CELLARS LLC - 12747 EL CAMINO BODEGA	County of Sonoma
BLACK KNIGHT VINEYARDS - 155 PETALUMA BLVD N	City of Petaluma
Blue Goat - 380 Bohemian hwy	County of Sonoma
Blue Heron Restaurant & Tavern - 25300 Steelhead Blvd	County of Sonoma
Boudin SF - 2345 Midway Dr	City of Santa Rosa
Brady Plus Supplies - 5004 Dowdell Ave.	City of Rohnert Park
BRAVAS - 420 CENTER ST	City of Healdsburg
CAFE AQUATICA - 10439 HIGHWAY 1	County of Sonoma
CAFE BELLINI LLC - 100 S MCDOWELL BLVD	City of Petaluma

Generator	Jurisdiction
Cafe Mimosa - 451 Rohnert Park Expy W	City of Rohnert Park
Cape Fear Cafe - 25191 Main St	County of Sonoma
CARR'S DRIVE IN - 6533 COVEY RD	County of Sonoma
CASCABEL MEXICAN BAR & GRILL - 909 VILLAGE CT	City of Santa Rosa
CASTANEDA'S MARKETPLACE - 8465 OLD REDWOOD HWY601	Town of Windsor
CAZADERO GENERAL STORE - 6125 CAZADERO HWY	County of Sonoma
CHARLEY'S LIQUORS - 601 PETALUMA BLVD S	City of Petaluma
Charm Thai Kitchen - 1710 E Cotati Ave	City of Rohnert Park
Chateau St Jean - 8555 Sonoma Hwy	County of Sonoma
CHEF'SSTORE - 565 BARHAM AVE	City of Santa Rosa
Chilaquiles Los Compadres - 3020 Santa Rosa Ave	City of Santa Rosa
China Garden - 429 STONY POINT RD	City of Santa Rosa
China Legend Restaurant - 500 Mission Blvd Ste E	City of Santa Rosa
CHINA VILLAGE - 138 CALISTOGA RD B	City of Santa Rosa
Chunky's Taqueria & Grill - 701 Sonoma Mountain Parkway #C	City of Petaluma
COFFEE BAZAAR - 14045 ARMSTRONG WOODS RD	County of Sonoma
Coffee Rx - 1162 Montgomery Dr	City of Santa Rosa
COLIBRI GRILL CAFE - 4233 MONTGOMERY DR	City of Santa Rosa
Compass Group Eurest @ Agilent - 1400 Fountaingrove Pkwy	City of Santa Rosa
Cookie...take a bite! - 432 Larkfield Ctr	City of Santa Rosa
COOKMA LLC. - 600 WILSON ST	City of Santa Rosa
COTATI, SUPERBURGER - 8204 OLD REDWOOD HWY	City of Cotati
COYOTE MARKET & DELI - 18615 SONOMA HWY 104	County of Sonoma
DEL VALLE MEXICAN RESTURANT - 2000 SEBASTOPOL RD	City of Santa Rosa
DELLA FATTORIA BAKERY - 141 PETALUMA BLVD N	City of Petaluma
DIANA'S MEXICAN RESTAURANT - 8430 OLD REDWOOD HWY	Town of Windsor
Dierks Midtown Cafe - 1422 4th St Ste D	City of Santa Rosa
Duncan Mills General Store - 25200 Highway 116	County of Sonoma
Dynasty Restaurant - 6555 Hunter Dr	City of Rohnert Park
El Fogon Taco Shop - 6650 Commerce Blvd Ste 5	City of Rohnert Park
El Gallo Negro - 8465 OLD REDWOOD HWY	Town of Windsor
EL MARIACHI CAFE - 3595 BOHEMIAN HWY	County of Sonoma
EL PACIFICO MARKET - 3020 SANTA ROSA AVE	County of Sonoma
EL PATIO MEXICAN FOOD # 2 - 901 4TH ST	City of Santa Rosa
EL TARASCO - 7235 HEALDSBURG AVE 829	City of Sebastopol
EL TORITO SUPERMARKET - 4575 SONOMA HWY	City of Santa Rosa
ESTERO CAFE - 14450 HIGHWAY 1	County of Sonoma
Everest Restaurant - 56 E Washington St Ste 56	City of Petaluma

Generator	Jurisdiction
Everest Restaurant - 572 E Cotati Ave A	City of Cotati
Fermata - 21001 GEYSERVILLE AVE	County of Sonoma
Fern's Market - 20348 Highway 116	County of Sonoma
Fika Pizza @ Scandia - 5301 REDWOOD DR	City of Rohnert Park
Fire Wings - 733 CODDINGTOWN CENTER	City of Santa Rosa
FISHERMAN'S COVE - 1850 BAY FLAT RD	County of Sonoma
FISHETARIAN FISH MARKET - 599 HIGHWAY 1	County of Sonoma
FRANCHETTI WOOD FIRE KITCHEN - 1229 N DUTTON AVE A	City of Santa Rosa
Fuji Sushi - 253 N McDowell Blvd	City of Petaluma
Genji Sushi - 1181 Yulupa Ave	City of Santa Rosa
Genji Sushi - 390 Coddington Ctr	City of Santa Rosa
GLEN ELLEN VILLAGE MARKET - 13751 ARNOLD DR 002	County of Sonoma
Goji Kitchen - 1965 Mendocino Ave	City of Santa Rosa
HANA JAPANESE RESTAURANT - 101 GOLF COURSE DR A12	City of Rohnert Park
HEAD LAMA OF TNMC - 35755 HAUSER BRIDGE RD	County of Sonoma
Himalayan Restaurant - 810 McClelland Dr	Town of Windsor
Hunan Kitchen - 6650 Commerce Blvd Ste 19	City of Rohnert Park
IKES PLACE - 1780 MENDOCINO AVE	City of Santa Rosa
INN AT OCCIDENTAL - 3657 CHURCH ST	County of Sonoma
Isis Oasis Mummy's Kitchen - 20889 Geyserville Ave	County of Sonoma
JUANITA MARKET - 93 SOUTHWEST BLVD	City of Rohnert Park
Karinas Mexican Bakery - 827 PETALUMA BLVD N	City of Petaluma
Kirin Restaurant - 2700 YULUPA AVE STE 3	City of Santa Rosa
La Bodeguita Mexican Grill #2 - 16380 Mill St #B	County of Sonoma
La Chulada Market - 1420 S McDowell Blvd Ste D	City of Petaluma
LA GARE RESTAURANT - 208 WILSON ST	City of Santa Rosa
La Perla Market - 6650 Commerce Blvd Ste 1	City of Rohnert Park
LA ROSA - 500 4TH ST	City of Santa Rosa
LA ROSA MARKET - 6555 FRONT ST	County of Sonoma
LAZZINI'S MARKET - 3449 BENNETT VALLEY RD	City of Santa Rosa
Lee's Noodle House - 1010 Hopper St	City of Santa Rosa
Les Pascals - 13758 Arnold Dr	County of Sonoma
Lightwave Coffee and Kitchen - 9725 Main St	County of Sonoma
LOLA'S MARKET - 102 HEALDSBURG AVE	City of Healdsburg
LOLA'S MARKET INC - 1680 PETALUMA HILL RD	City of Santa Rosa
LOLA'S MARKET INC GARB-FOOD - 440 DUTTON AVE 002	City of Santa Rosa
LOLA'S MARKET INC. - 241 N MCDOWELL BLVD	City of Petaluma
Los Arcos Restaurant - 1791 Marlow Rd Ste 6	City of Santa Rosa
LOS TRES CHILES - 2765 YULUPA AVE	City of Santa Rosa
Luau Hawaiian BBQ - 447 Stony Point Rd.	City of Santa Rosa

Generator	Jurisdiction
LUCKY/SAVE MART #776 - 915 VILLAGE CT	City of Santa Rosa
MACK'S BAR & GRILL - 10056 MAIN ST	County of Sonoma
Mad Batter Cakery Co - 1340 Industrial Ave Ste E	City of Petaluma
Makizushi Sushi and Grill - 3082 Marlow Rd Ste B3	City of Santa Rosa
Mama Js Pizzeria - 10101 Main St Ste F	County of Sonoma
Marina Bean, The - 765 Baywood Dr Ste 145	City of Petaluma
Martins Market - 10333 Old Redwood Hwy	Town of Windsor
Martins Taqueria - 10333 OLD REDWOOD HWY STE 105	Town of Windsor
MARY'S PIZZA SHACK - 101 GOLF COURSE DR B	City of Rohnert Park
Masala Express - 385 Aviation Blvd Ste B	City of Santa Rosa
Mazza Catering - 90 MOUNTAIN VIEW AVE	County of Sonoma
MEDICAL ARTS PLAZA #1 - 1162 MONTGOMERY DR	City of Santa Rosa
MEXICO LINDO - 9030 GRATON RD	County of Sonoma
Michoacan Plus Ice cream - 750 STONY POINT RD	City of Santa Rosa
Nellie's Oysters - 9010 Graton Rd	County of Sonoma
NOBLE FOLK ICE CREAM AND PIE - 116 MATHESON ST	City of Healdsburg
NOODLE PALACE - 1310 PETALUMA HILL RD	City of Santa Rosa
NORMS KITCHEN - 478 LARKFIELD CTR	County of Sonoma
NORTH COAST LODGING INVEST CO. - 60 SEA WALK DR	County of Sonoma
Ochoas Mexican Restaurant - 3080 Marlow Rd Ste A10	City of Santa Rosa
Ohana Hawaiian BBQ - 205 S McDowell Blvd	City of Petaluma
Old Chicago Pizza - 41 Petaluma Blvd N	City of Petaluma
OLIVER'S MARKET - 461 STONY POINT RD 002	City of Santa Rosa
Oyama Sushi - 175 N McDowell Blvd	City of Santa Rosa
Palooza Catering and Events Inc - 8910 Sonoma Hwy Ste C9	County of Sonoma
PARADISE SUSHI GRILL - 20 E WASHINGTON ST	City of Petaluma
Param Om Inc dba Green Grill - 16316 Main St	County of Sonoma
PARK VIEW GARDENS - 3751 MONTGOMERY DR	City of Santa Rosa
Paul's Kitchen - 21716 Geyserville Ave	County of Sonoma
Paynes BBQ - 15025 RIVER RD	County of Sonoma
PEZCOW - 8465 OLD REDWOOD HWYSUIT 410	Town of Windsor
PICKS DRIVE IN - 117 S CLOVERDALE BLVD	City of Cloverdale
Psychic Pie - 980 Gravenstein Ave	City of Sebastopol
PUB REPUBLIC - 3120 LAKEVILLE HWY A	City of Petaluma
Quincy's Pub & Cafe - 6590 COMMERCE BLVD	City of Rohnert Park
RANCHO MARKET & DELI - 929 MADRONE RD	County of Sonoma
REDWOOD CAFE - 8240 OLD REDWOOD HWY	City of Cotati
Riccardos - 2700 Yulupa Ave Ste 7	City of Santa Rosa
RIO NIDO ROAD HOUSE - 14540 CANYON TWO RD	County of Sonoma
RIVERS END VENTURES - 11048 HIGHWAY 1	County of Sonoma
RIVIERA RESTAURANT - 75 MONTGOMERY DR	City of Santa Rosa

Generator	Jurisdiction
ROCKER OYSTER FELLOWS AT LUCAS - 595 HIGHWAY 1	County of Sonoma
Rocker Oysterfellers Firefly Catering - 14415 Highway 1	County of Sonoma
Rojas Mexican Market # 2 - 351 E Washington St	City of Petaluma
Rooftop Bar - 227 Healdsburg Ave	City of Healdsburg
Round Table Pizza - 227 S McDowell Blvd	City of Petaluma
RUSSIAN RIVER BREWING CO - 725 4TH ST	City of Santa Rosa
RUSSIAN RIVER BREWING COMPANY - 700 MITCHELL LN	Town of Windsor
Saigon Cafe - 548 E Cotati Ave	City of Cotati
Sal's Pizzeria - 8270 Old Redwood Hwy	City of Cotati
Salt & Stone - 9900 Highway 12	City of Sonoma
Sam's Mediterranean Deli & Cafe - 613 Martin Ave Ste 111	City of Rohnert Park
SANDMAN INN LLC - 3421 CLEVELAND AVE	City of Santa Rosa
Sandy's Take & Bake Pizza - 2015 Elizabeth Way	City of Santa Rosa
SANTA ROSA SEAFOOD - 946 SANTA ROSA AVE	City of Santa Rosa
SAUCY MAMA'S - 16632 HWY 116	County of Sonoma
Savor Vietnamese Cuisine - 8970 Brooks Rd S	Town of Windsor
SCANDIA FUNLAND INC. - 5301 REDWOOD DR	City of Rohnert Park
Simmer - 6358 Commerce Blvd	City of Rohnert Park
Sister Harvest LLC - 600 Wilson St	City of Santa Rosa
SMOKIN BOWLS - 295 SOUTHWEST BLVD	City of Rohnert Park
Sonoma Bagel & Deli - 515 Hahman Dr	City of Santa Rosa
Sonoma Coast Villa - 16702 HIGHWAY 1	County of Sonoma
Sonoma Valley Bagel - 130 Stony Point Rd Ste G	City of Santa Rosa
Sonoma Valley Moose Lodge #2048 - 20580 Broadway	City of Sonoma
SRJC Sonoma County Junior College District Bakery - 1670 Mendocino Ave	City of Santa Rosa
St John's Activity Center Kitchen - 208 Matheson St	City of Healdsburg
STUMPTOWN BREWERY - 15045 RIVER RD	County of Sonoma
SU CASA MEXICAN RESTAURANT - 108 CALISTOGA RD	City of Santa Rosa
Subway Sandwich Shop - 5306 Old Redwood Hwy Ste B	City of Petaluma
SUGO TRATTORIA - 5 PETALUMA BLVD S B	City of Petaluma
SUNFLOWER CAFFE - 421 1ST STREET WEST	City of Sonoma
Superburger - 2781 Yulupa Ave	City of Santa Rosa
Sushiko - 6265 Commerce Blvd Ste 174	City of Rohnert Park
Sweet Ts Restaurant & Bar - 9098 Brooks Rd S	Town of Windsor
TAMALES, MAGOS - 3448 SANTA ROSA AVE	County of Sonoma
Taqueria California - 750 stony point plaza	City of Santa Rosa
TAQUERIA EL FAVORITO - 250 S MAIN ST	City of Sebastopol
Taqueria El Molcajete - 1129 S Cloverdale Blvd Ste G	City of Cloverdale
TAQUERIA EL SOMBRERO - 245 CENTER ST 002	City of Healdsburg
Taqueria Mi Farolito - 6585 Commerce Blvd Ste C	City of Rohnert Park

Generator	Jurisdiction
TAQUERIA MI PUEBLO - 800 PETALUMA BLVD N	City of Petaluma
Taqueria Sol Azteca - 1435 E Cotati Ave Ste D	City of Rohnert Park
Thai Spice - 1123 S Cloverdale Blvd Ste A	City of Cloverdale
The Bia Cafe - 19420 Highway 116 #A	County of Sonoma
THE CASINO BAR - 17000 BODEGA HWY	County of Sonoma
THE FIG CAFE - 13690 ARNOLD DR FOO	County of Sonoma
The Goose & Fern - 116 5th St	City of Santa Rosa
The Sea Ranch Links Cafe - 42000 Bohemian Hwy	County of Sonoma
THEATRE SQUARE APARTMENTS - 101 2ND ST	City of Petaluma
TIAN YUEN - 102 S CLOVERDALE BLVD	City of Cloverdale
TIDES WHARF - 835 HIGHWAY 1	County of Sonoma
TIERRA VEGETABLES INC - 399 BUSINESS PARK CT	Town of Windsor
TIMBER COVE INN - 21780 HIGHWAY 1	County of Sonoma
Tip Top Taco - 10007 Main St	County of Sonoma
TIPP THAI CUISINE - 1778 PINER RD	City of Santa Rosa
Trail House - 4036 Montgomery Dr	City of Santa Rosa
Trattoria Cattaneo - 2700 Yulupa Ave Ste 10	City of Santa Rosa
UNDERWOOD BAR & BISTRO - 9113 GRATON RD	County of Sonoma
UNION HOTEL - 3731 MAIN ST	County of Sonoma
VIVA OXACA - 827 PETALUMA BLVD N	City of Petaluma
WALMART - 6650 HEMBREE LN	Town of Windsor
WALMART #1755 COMPACTOR - 4625 REDWOOD DR	City of Rohnert Park
WELLS FARGO CENTER FOR THE ART - 50 MARK WEST SPRINGS RD	County of Sonoma
WHOLE FOODS #10139 - 1181 YULUPA AVE	City of Santa Rosa
Wine Country Cafe & Deli - 5855 Sonoma Hwy	City of Santa Rosa

5.3 Task 4 Accounts Contacted List

Generator
Acme Burger - 1007 W College Ave Suite D, Santa Rosa, CA 95401
Arbol Residences of Santa Rosa - 300 FOUNTAIN GROVE PKWY
BJ'S RESTAURANT & BREWHOUSE - 334A CODDINGTOWN CTR # A
BROWMAN DEVELOPMENT CO. INC. - 1880 MENDOCINO AVE
CANTEEN SERVICE INC - 3025 DUTTON AVE
CHICK-FIL-A - 1452 MENDOCINO AVE
Chilaquiles Los Compadres - 3020 Santa Rosa Ave
Chipotle - 733 CODDINGTOWN CENTER
CODDINGTOWN MALL LLC - 733 CODDINGTOWN CENTER
COUNTRY CLUB APTS - 2807 YULUPA AVE

Generator
DEL VALLE MEXICAN RESTURANT - 2000 SEBASTOPOL RD
Donut City - 1331 GUERNEVILLE RD
Donuts and Bagel Cafe - 750 STONY POINT RD
ECOVA/ PANDA EXPRESS #1193 - 740 STONY POINT RD
EL PACIFICO MARKET - 3020 SANTA ROSA AVE
EL TORITO SUPERMARKET - 4575 SONOMA HWY
Fire Wings - 733 CODDINGTOWN CENTER
FLAMINGO HOTEL - 2777 4TH ST 003
GERSHMAN PROPERTIES SANTA ROSA - 2240 MENDOCINO AVE
GOODWILL INDUSTRIES - 651 YOLANDA AVE
GOODWILL INDUSTRIES - 651 YOLANDA AVE
HOTEL LA ROSE, INC. - 308 WILSON ST
Jamba Coddington Mall - 733 CODDINGTOWN CENTER
LA ROSA - 500 4TH ST
LA ROSA - 500 4TH ST
Little Caesars Pizza - 750 STONY POINT RD
LOLA'S MARKET - 102 HEALDSBURG AVE
LOLA'S MARKET INC - 1680 PETALUMA HILL RD
LOLA'S MARKET INC GARB-FOOD - 440 DUTTON AVE 002
Los Molcajetes Bar and Grill - 6599 MONTECITO BLVD
Ippinn vdon & tempura - 1880 MENDOCINO AVE
Luau Hawaiian BBQ - 447 Stony Point Rd.
LUCKY #775 - 150 BICENTENNIAL WAY
LUCKY/SAVE MART #776 - 915 VILLAGE CT
Michoacan Plus Ice cream - 750 STONY POINT RD
mini market - 1331 GUERNEVILLE RD
MINIOA, FRANK & DELIA - 4100 MONTGOMERY DR
MINIOA, FRANK & DELIA - 4100 MONTGOMERY DR
mombo's pizza - 1880 MENDOCINO AVE
MONTGOMERY VILLAGE - 2400 SONOMA AVE
NORTHBAY COMMERCIAL REALESTATE - 1331 GUERNEVILLE RD
Nothing Bundt Cakes - 733 CODDINGTOWN CENTER
OAKMONT GARDENS/MBK SENIOR LIV - 301 WHITE OAK DR
Ortega's Market - 1331 GUERNEVILLE RD
Panda Express - 2240 MENDOCINO AVE
Paradise Sushi and Hibachi - 4100 MONTGOMERY DR
PARK VIEW GARDENS - 3751 MONTGOMERY DR
Quickly - 1880 MENDOCINO AVE
Red Bee BBQ - 750 STONY POINT RD
ROXY STADIUM 14 - 85 SANTA ROSA AVE
RUSSIAN RIVER BREWING CO - 725 4TH ST

Generator
SAFEWAY #2457 - 1211 W COLLEGE AVE 002
SAFEWAY #1576 - 2300 MENDOCINO AVE
SAFEWAY #1576 - 2300 MENDOCINO AVE
SAFEWAY #1576 - FUEL STATION - 2200 MENDOCINO AVE
SAFEWAY #25-1562 - 2765 4TH ST
SAFEWAY #713 - 100 CALISTOGA RD
SAFEWAY STORE # 1265 - 2785 YULUPA AVE 002
SAFEWAY STORE # 1562 - 2751 4TH ST
SAFEWAY STORE #956 - 1799 MARLOW RD
SANTA ROSA COMMUNITY MARKET - 1899 MENDOCINO AVE
SANTA ROSA QUAIL RUN L.P. - 1018 BELLEVUE AVE
Sea Noodle Bar - 733 CODDINGTON CENTER
silver moon chinese food - 1880 MENDOCINO AVE
SONOMA BEVERAGE COMPANY LLC - 2789 NORTHPOINT PKWY A
SONOMA COUNTY CATERING - 3559 AIRWAY DR B
Spring Lake Village - 5555 MONTGOMERY DR 002
Starbucks - 760 STONY POINT RD
starbucks - 2240 MENDOCINO AVE
Starbucks Coffee Company - 733 CODDINGTON CENTER
STONY POINT PLAZA - 750 STONY POINT RD
STONY POINT PLAZA - 760 STONY POINT RD
Subway - 1880 MENDOCINO AVE
Super Burger - 750 STONY POINT RD
Taqueria California - 750 stony point plaza
Taqueria Molcajetes - 1195 W College Ave, Santa Rosa, CA 95401
THE O'KEEFE GROUP - 2400 MIDWAY DR FOO
TRADER JOE'S - 3225 CLEVELAND AVE
VILLAGE SQUARE - 2605 RANGE AVE
Vitality Bowls - 1880 MENDOCINO AVE
WEST COLLEGE CENTER LLC - 1035 W COLLEGE AVE 126
WEST ROCK / STARBUCKS #03456 - 860 HOPPER AVE
wingstop - 1880 MENDOCINO AVE
WingStop - 760 STONY POINT RD
Yogurt Time - 6599 MONTECITO BLVD
AURORA BEHAVIORAL HEALTHCARE - 1287 FULTON RD
Brookdale Pauline Creek (senior living facility) - 2375 RANGE AVE
CHEVY'S RESTUARANT, LLC # 2018 - 24 4TH ST
COLLEGE PARK PLAZA - 2101 W COLLEGE AVE
COUNTRY CLUB APTS - 2807 YULUPA AVE
CREEKSIDE CONVALESCENT - 850 SONOMA AVE
FOUNTAINGROVE LODGE - 4210 THOMAS LAKE HARRIS DR 002

Generator
MONTGOMERY VILLAGE - 707 VILLAGE CT
PACIFIC CONNECTION CATERING & EVENT DESIGN - 1800 EMPIRE INDUSTRIAL CT 08,
PAPA MURPHY'S PIZZA - 2101 W COLLEGE AVE Suite E
PARKLANE VILLAS - 1055 BILLIE JEAN ST
PORT OF SUBS - 2101 W COLLEGE AVE. #F
VISTA PARK APARTMENTS - 1447 PETALUMA HILL RD
Zapata Taqueria - 2101 W COLLEGE AVE
Applebee's Bar and Grill - 2250 SANTA ROSA AVE
Mr. Pickles - 4100 MONTGOMERY DR
STARK'S STEAK HOUSE - 521 ADAMS ST 002
Bowl and Roll - 1331 GUERNEVILLE RD
Daves Hot Chicken - 2240 MENDOCINO AVE
DULCERIA PEPITO - 2101 W COLLEGE AVE #104d
FAST MART - 2101 W COLLEGE AVE Ste 102B
Honey sliced ham - 1331 GUERNEVILLE RD
OLIVER'S MARKET - 560 MONTECITO CENTER 002

Zero Waste Sonoma Technical Assistance

November 2023 – May 2025



Project Background

Business compliance and confusion

- SB 1383 food recovery requirements
- Disposable Food Ware Ordinances



**Santa Rosa's excess SB 1383
local assistance grant funds**



Project Team



Agenda

Task 2

Task 3

Task 4

Questions

Purpose, Goals & Results

Challenges & Successes

Recommendations

Questions



Task 2

**SB 1383 Food Recovery
Implementation Technical Assistance**

SB 1383 Food Recovery Implementation

Technical assistance to Tier I and Tier II Commercial Edible Food Generators (CEFGs)

- Understand SB 1383 requirements
- Start a new food recovery program or formalize an existing one
- Form a contract with a food recovery organization or food recovery service
- Keep compliant records



Task 2

Account Selection

1

Select highest organics-generating CEFGs, allocate according to jurisdiction population.

Recyclist data, 2022 Edible Food Recovery Capacity Study, 2020 Census

2

Conduct equity analysis to ensure 10% of accounts represent areas or businesses that have historically been underserved.

CalEnviroScreen, strategic advisors, local jurisdiction staff, desktop research

3

Gather feedback and approval from ZWS

Selected a total of 154 CEFGs for the Task 2 prioritization list

Goals & Results: Summary Table

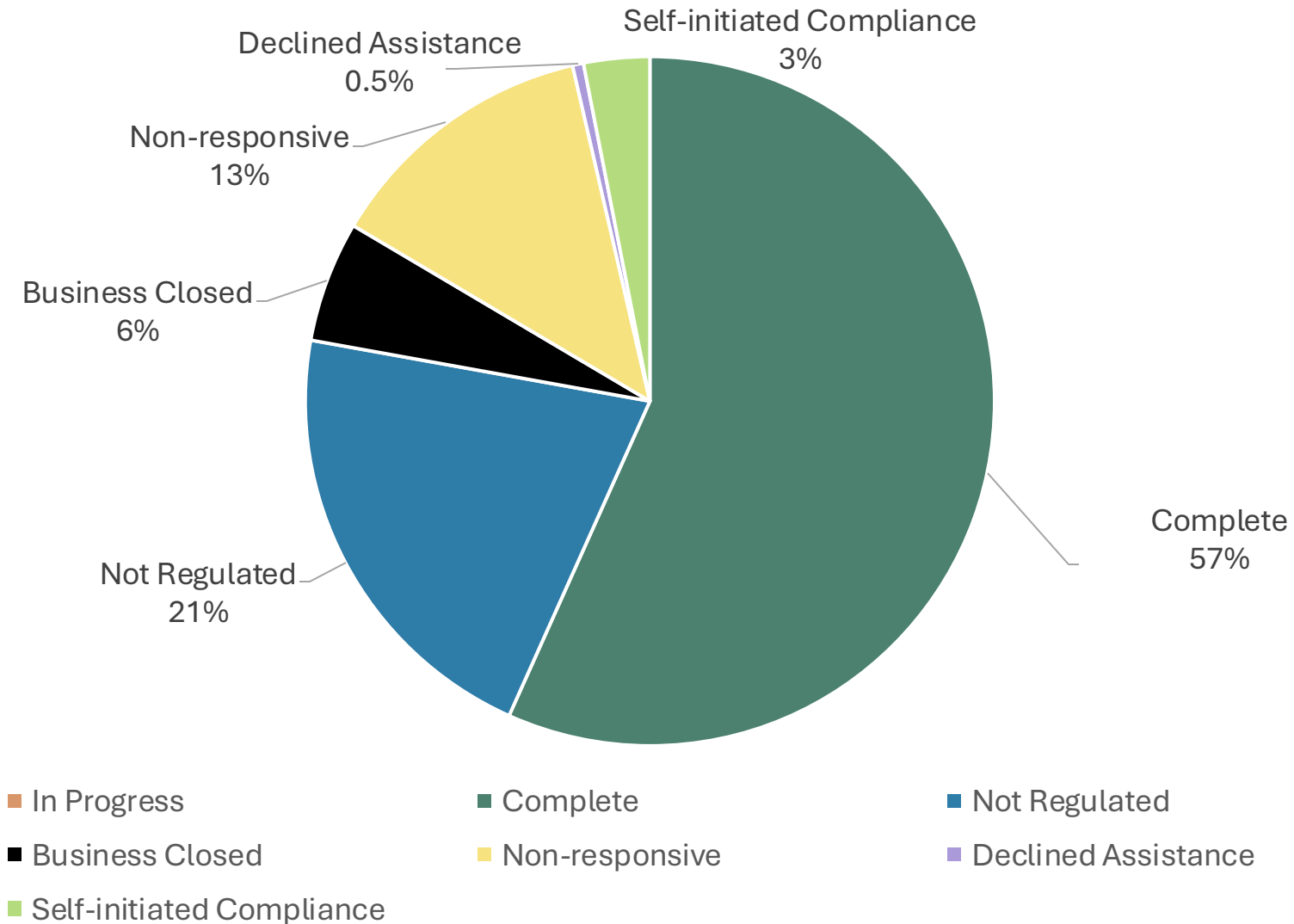
Task 2 Metric	Goal	Actual	Percentage of Goal
Total Outreach Activities	N/A	1056	N/A
Accounts Contacted	154	194	126%
Accounts Assisted*	N/A	151	N/A
Complete (Food Contracts Verified)	123	111	90%

*Assisted: Outreach status
“Complete” or “Not Regulated”

Complete: Account is donating and
has a donation contract in place

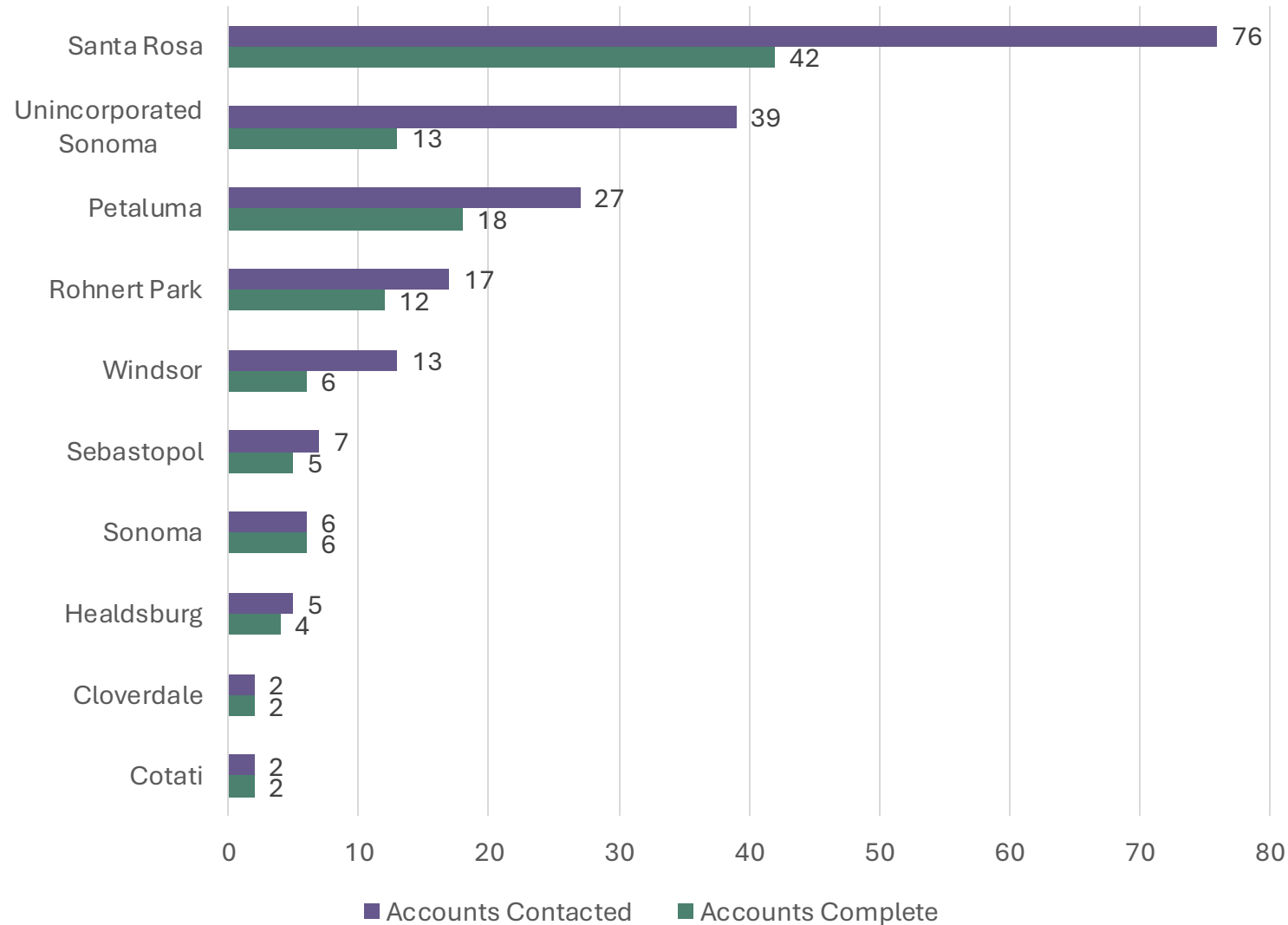
Not regulated: Account was not in
fact a Tier I or Tier II generator

Goals & Results: Final Outreach Status



Task 2

Goals & Results: Jurisdictions



Task 2

Goals & Results: Final Outreach Status by Jurisdiction

Jurisdiction	Number of Accounts Contacted	Complete	Non-responsive	Declined Assistance	Self-initiated Compliance	Not Regulated	Business Closed
Santa Rosa	76	42	14	0	0	16	4
Petaluma	27	18	5	0	1	1	2
Sonoma	6	6	0	0	0	0	0
Rohnert Park	17	12	1	1	1	2	1
Cotati	2	2	0	0	0	0	0
Sebastopol	7	5	0	0	1	1	0
Windsor	13	6	1	0	1	5	0
Healdsburg	5	4	0	0	0	1	0
Cloverdale	2	2	0	0	0	0	0
Unincorporated Sonoma	39	13	4	0	2	16	4
Total	194	110	25	1	6	41	11

Task 2

Challenges

- ❑ Difficulty Identifying Decision-Makers
- ❑ Varying Levels of Awareness
- ❑ Lack of Documentation
- ❑ Unfamiliar with Local FROs
- ❑ Difficulty Connecting with FROs
- ❑ Perception of Added Workload
- ❑ Challenging Engagement with Tier 2 Businesses
- ❑ Unaware of Environmental and Community Benefits



Task 2

Successes

- ❑ Successful Multiple Location Agreements
- ❑ Positive Response from Most Businesses
- ❑ Effective Technical Assistance
- ❑ CareIt Registration Success
- ❑ Multiple Communication Channels



1. Inspections and enforcement
2. Engage FRO/FROs
3. Build community momentum
4. Continue improving and sharing information and resources
5. Recognize and celebrate successful CEFGs



Task 3

**Disposable Food Ware Ordinance and
Polystyrene Foam Ban Compliance**

Disposable Food Ware and Polystyrene Foam Ban Ordinance Compliance

Technical assistance to Food Facilities required to comply with these local ordinances

- Understand ordinance requirements specific to their jurisdiction
- Hear best practices and success stories
- Comply with disposables and polystyrene foam ban for take out
- Switch to reusables for dine-in even where not required



Task 3

Account Selection

1

Select food facilities with food permits, allocate according to jurisdiction population.

Sonoma County Environmental Health Department, 2020 Census

2

Conduct equity analysis to ensure 10% of accounts represent areas or businesses that have historically been underserved.

CalEnviroScreen, strategic advisors, local jurisdiction staff, desktop research

3

Gather feedback and approval from ZWS.

Selected a total of 200 food facilities for the Task 3 prioritization list

Goals & Results: Summary Table

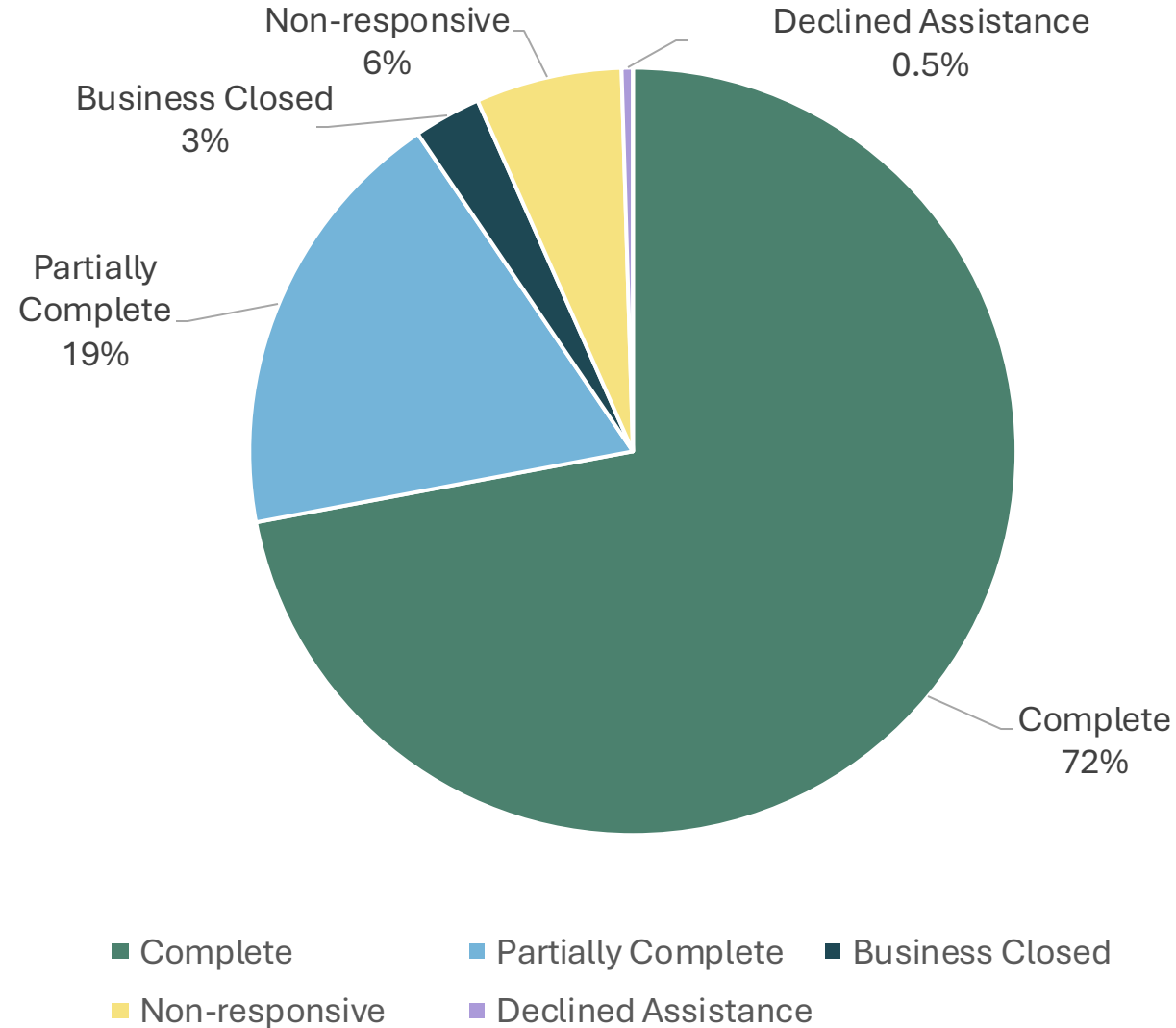
Task 3 Metric	Goal	Actual	Percentage of Goal
Total Outreach Activities	N/A	836	N/A
Accounts Contacted	200	211	106%
Accounts Assisted*	140	191	136%

*Assisted: Outreach status “Complete” or “Partially Complete”

Complete: Account is using fully compliant food ware.

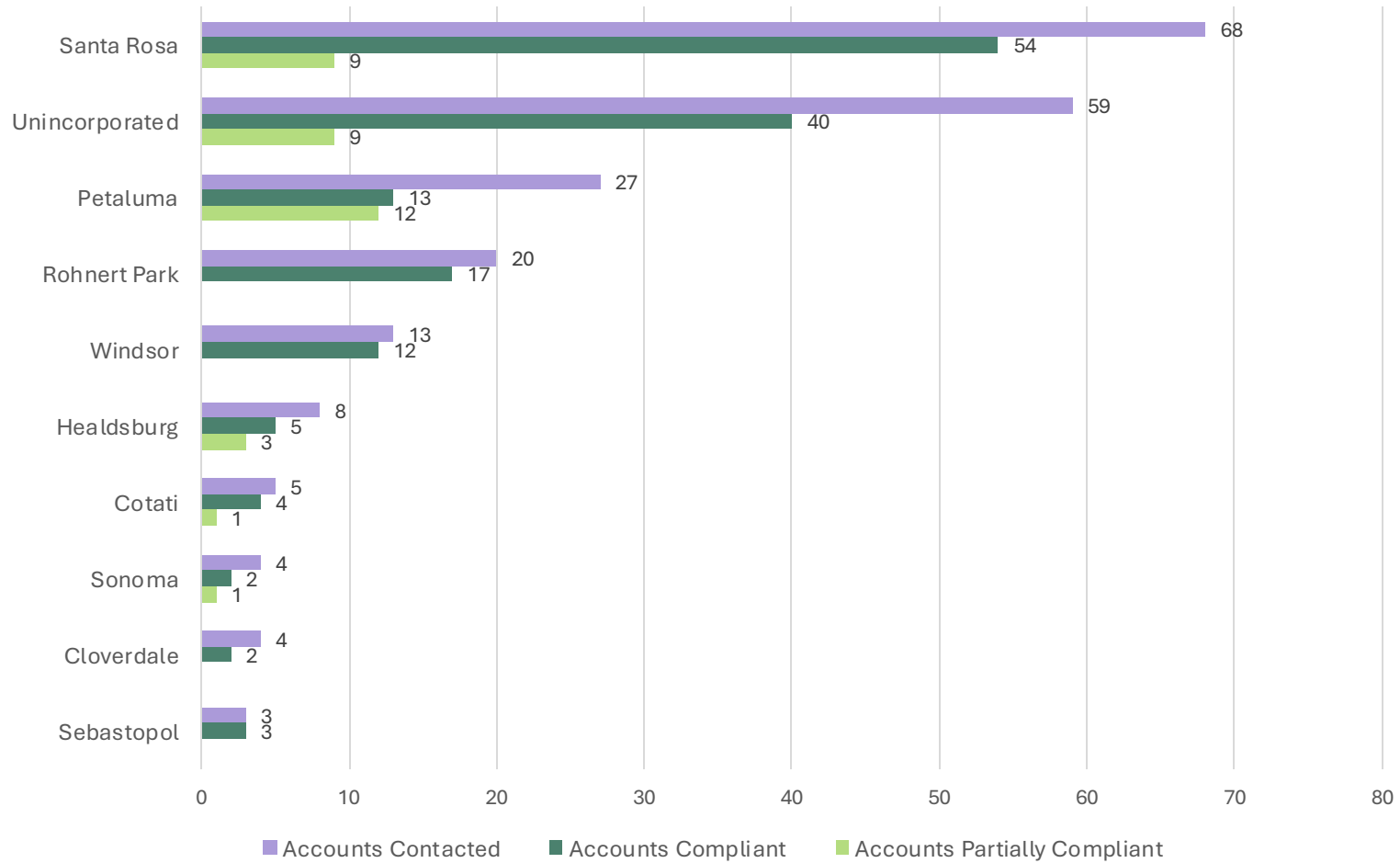
Partially complete: Account is mostly compliant but may still be using a non-compliant type (such as plastic straws) or still using already purchased backstock.

Goals & Results: Outreach Status



Task 3

Goals & Results: Jurisdictions



Task 3

Goals & Results: Final Outreach Status by Jurisdiction

Jurisdiction	# of Accounts Contacted	Compliant	Partially Compliant	Non-Responsive	Declined Assistance	Self-Initiated Compliance	Business Closed
Unincorporated Sonoma	59	40	9	5	0	0	4
Santa Rosa	68	54	9	5	0	0	1
Petaluma	27	13	12	1	1	0	0
Rohnert Park	20	17	3	0	0	0	0
Windsor	13	12	1	0	0	0	0
Healdsburg	8	5	3	0	0	0	0
Cotati	5	4	1	0	0	0	0
Sonoma	4	2	1	1	0	0	0
Cloverdale	4	2	0	1	0	0	1
Sebastopol	3	3	0	0	0	0	0
Total	211	152	39	13	1	0	6

Reusables for Dine-in Compliance

Reusables for Dine-in Compliance Status	Santa Rosa and Sebastopol only
Compliant	56
Partially Compliant	0
N/A (No dine-in)	10

Reuse Grant Recipients

Reuse Grant Recipients	Jurisdiction	Applied	Approved	Funds Used
Del Valle Mexican Restaurant	Sebastopol	x	x	
A La Heart Kitchen/A La Heart Catering	Forestville	x	x	
Caffeine Inc	Petaluma	x	x	x



Task 3

Challenges

- ❑ Low awareness of ordinance
- ❑ Confusion about eco-friendly products
- ❑ Difficulty acquiring compliant products
- ❑ Concerns about high costs
- ❑ Large chains uncooperative
- ❑ Small businesses felt it unfair that big chains were not complying



Task 3

Successes

- ❑ Many businesses support the ordinance once explained
- ❑ Most want to use compliant products
- ❑ Some stopped or reduced using single-use products
- ❑ Easily available compliant products were often acquired
- ❑ Grant recipients appreciated financial support of local businesses



1. Strengthen and expand outreach
2. Inform and engage supplies
3. Promote and support reusables
4. Set clear expectations and consequences
5. Continue using best practices and improving outreach materials
6. Recognize and Celebrate Success



Task 4

**City of Santa Rosa Diversion
of High-waste Generators**

City of Santa Rosa Diversion of High-waste Generators

Technical assistance to commercial businesses and multifamily properties in Santa Rosa that SB 1383 requires to have organics service and properly sort waste.





Implement
**missing
services**



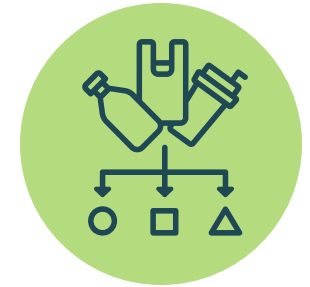
Right-size
services



Provide
resources
*(posters,
brochures, etc.)*



Provide **free**
indoor green
compost and
blue recycling
containers



Provide
staff/tenant
waste **sorting**
education
training

Task 4

Account Selection

1

Select accounts that meet one or more of:

- Producing high amounts of waste
- Flagged or cited by Recology Sonoma-Marín (RSM) for contamination
- Not subscribed to organics and/or recycling service
- Categorized as a Tier 1 or 2 commercial edible food generator
- Could potentially benefit from Spanish in-language technical assistance

2

Conduct equity analysis to ensure 10% of accounts represent areas or businesses that have historically been underserved.

3

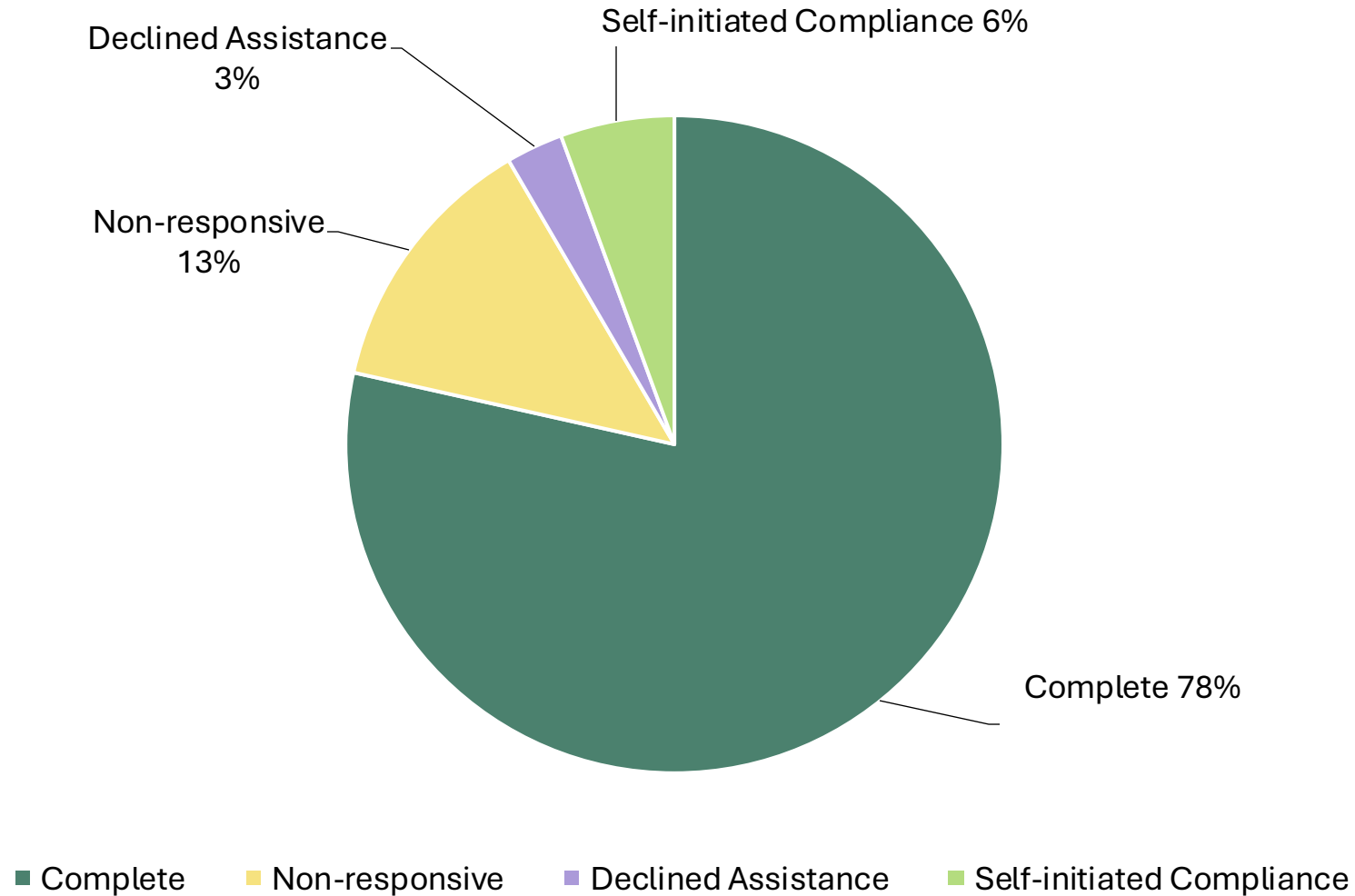
Gather feedback and approval from ZWS, City of Santa Rosa, and Recology Sonoma-Marín.

Task 4

Goals & Results: Summary Table

Task 4 Metric	Goal	Actual	Percentage of Goal
Total Outreach Activities	N/A	405	N/A
Accounts Contacted	54	107	198%
Accounts Assisted	32	84	263%

Goals & Results: Outreach Status



Type of Resource	Number Provided
On-site Training	25
Informational Resources (Posters, Flyers, Guides)	34
Number of free bins provided (green)	56
Number of free bins provided (blue)	23

Task 4

Challenges

- ❑ Decision Maker
- ❑ No Green Bins at Some Sites
- ❑ Commercial Plaza Tenants
- ❑ Contamination/Smell
- ❑ Illegal Dumping
- ❑ Cost Perception
- ❑ Lack of Space
- ❑ Lack of Interest



Task 4

Successes

- ❑ Overcoming Initial Resistance Through Ongoing Support
- ❑ Culturally and Linguistically Responsive Outreach
- ❑ Right-Size and Honest Evaluation
- ❑ Full-Service Approach Builds Trust
- ❑ Strong Collaboration with the Hauler



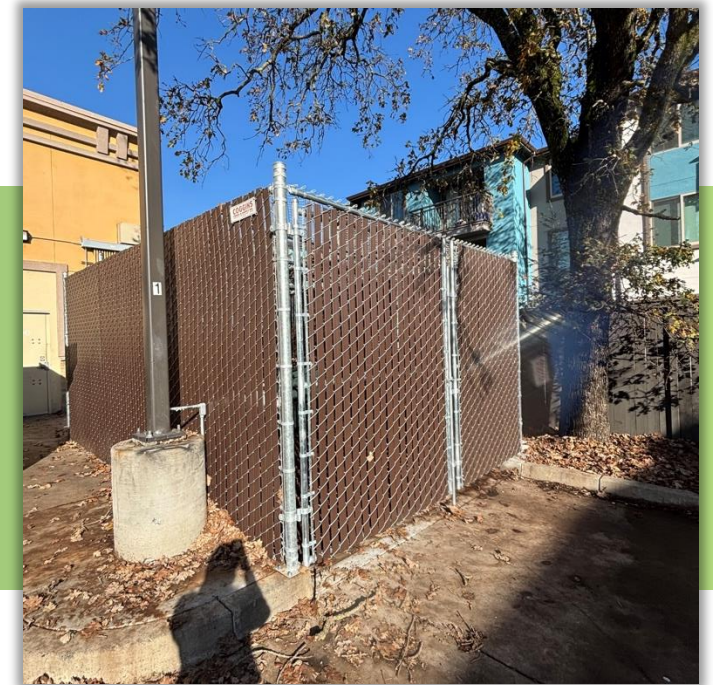
Stony Point Plaza (750 and 760 Stony Point Rd.)



End of June 2024



December 2024



February 2025

1. Follow up using Recyclist notes
2. Consistent and Ongoing Resources
3. Clear, Simple, and Accessible Communication
4. Checks and Enforcement
5. Recognize and Celebrate



Questions?



Agenda Item #: 7
Cost Center: Organics
Staff Contact: XT
Agenda Date: 05/15/2025
Approved By: LL

ITEM: Consideration of an Agreement to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the Agreement to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances to SMART Compliance for a term of 5 years.

II. BACKGROUND

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

The Board approved the release of an RFP at the April 17, 2025 board meeting. The RFP stated that the primary objectives of this software are to:

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

The RFP did not state a required contract price or term length; staff instead invited respondents to propose with their current pricing and services available to assess the current state of the market.

In accordance with the RFP schedule, potential respondents submitted written questions before April 28, 2025, and staff publicly posted an addendum with answers on April 30, 2025. Staff received four proposals by the May 5, 2025 submission deadline.

III. DISCUSSION

The review panel consisted of ZWS Organics Program Manager Xinci Tan, Program Coordinator Kristen Sales, Zero Waste Program Manager Sloane Pagal and ZWS board member JB Leep, who has extensive experience in software creation and management. The combined scores are as follows:

Proposer	Average Scores	Median Scores
MSW Consultants	75	74
Rotation Software, Inc.	29.5	33
SMART Compliance	94	95
Terra Compliance	86	85

The review panel unanimously agreed that SMART Compliance was the best choice as their software has all the required and desired features stated in the RFP and their software has been on the market for long enough to have a proven track record.

SMART Compliance offered three price options for a 1-year contract, 3-year contract, and 5-year contract. Since it is time-consuming and expensive to switch to a new software, staff agreed that a longer 5-year contract with its added cost savings would be the best choice.

IV. FUNDING IMPACT

A 5-year contract is \$112,500. Payments to be made annually with a \$5,000 start-up fee.

V. ATTACHMENTS

- Agreement with SMART Compliance for Software for Tracking Compliance with SB 1383 and Food Ware Ordinances
- Resolution to Award SMART Compliance the Agreement

AGREEMENT WITH SMART COMPLIANCE FOR SOFTWARE FOR TRACKING COMPLIANCE WITH SB 1383 AND FOOD WARE ORDINANCES

This agreement ("Agreement"), dated as of May 15, 2025 ("Effective Date") is by and between Zero Waste Sonoma, also known as the Sonoma County Waste Management Agency, (hereinafter "Agency"), and SMART Compliance, a State of California General Stock Corporation (hereinafter "Contractor").

RECITALS

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

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

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

AGREEMENT

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its sole discretion, desires the

removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from Agency.

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

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

2. Payment.

2.1 Contractor shall be paid \$112,500 for services rendered in accordance with tasks detailed in Section 1.1 above, Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

3. Term of Agreement. The term of this Agreement shall be from May 15, 2025 to May 14, 2030, unless terminated earlier in accordance with the provisions of Section 4 below.

4. Termination.

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

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

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

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Representations of Contractor.

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

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

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

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

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as contact team and location information provided pursuant to Exhibit A – Proposed Response, and shall make such documents and records available to Agency for inspection at any reasonable time. Contractor shall maintain such

records for a period of four (4) years following completion of work hereunder.

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

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

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

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

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

discovered, or generated in any way through this Agreement without the express written permission of Agency.

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

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

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

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

Contractor: SMART Compliance
Attention: Judi Gregory
Address: 6625 N Calle Eva Miranda STE A
Irwindale, CA 91702
Email: info@smart1383.com
Phone: 855-724-1383 ext 700

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

AGENCY: By: _____
Executive Director

Name: Leslie Lukacs

CONTRACTOR: By: _____

Name: Judi Gregory

Title: _____

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

DATED: May 15, 2025

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("ZWS") AUTHORIZING A FIVE-YEAR AGREEMENT WITH SMART COMPLIANCE. ("CONTRACTOR") FOR USE OF THEIR SMART1383 COMPLIANCE SYSTEM SOFTWARE

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

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

NOW, THEREFORE, BE IT RESOLVED that the ZWS Board hereby authorizes ZWS's Executive Director to execute the Agreement with SMART Compliance for use of their SMART1383 Compliance System software through May 14, 2030.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: May 15, 2025

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