



Meeting of the Board of Directors

January 19, 2023
REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

Virtual Meeting via Zoom

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

Or Telephone: +1 669 900 9128

Webinar ID: 922 4885 5470

Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

January 19, 2023

REGULAR MEETING

Regular Session begins at 9:00 a.m.

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Note: This packet is 69 pages total



Zero Waste Sonoma

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January 19, 2023

REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

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

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

Virtual Meeting via Zoom

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

Or Telephone: +1 669 900 9128

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PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-2722 by 5:00 pm Wednesday, January 18th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

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



Agenda

Item

1. Call to Order Regular Meeting
2. Agenda Approval
3. Public Comments (items not on the agenda)
4. Election of Officers

Consent (w/attachments)

- 5.1 Minutes of the November 17, 2022 Regular Meeting
- 5.2 Minutes of the December 13, 2022 Special Meeting
- 5.3 November and December 2022, January and February 2023 Outreach Calendar
- 5.4 Annual Review of the ZWS Rules of Governance
- 5.5 FY 21/22 Year End Financial Report
- 5.6 Resolution of ZWS Recognizing John Sawyer for his Service to the Board
- 5.7 Resolution of ZWS Recognizing Pam Stafford for her Service to the Board
- 5.8 Resolution of ZWS Recognizing Madolyn Agrimonti for her Service to the Board
- 5.9 Resolution of ZWS Recognizing Marta Cruz for her Service to the Board

Regular Calendar

6. Approval of the Agreement for CalRecycle HD39 Grant Services [Scott]
7. Careit Agreement and Presentation [Tan]
8. Boardmember Comments – NO ACTION
9. Executive Director Report – VERBAL REPORT
10. Staff Comments – NO ACTION
11. Next ZWS meeting: February 15, 2023
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 B100, Santa Rosa, (707) 565-3579, at least 72 hours prior to the meeting to ensure arrangements for accommodation by the Agency.

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



To: Zero Waste Sonoma Board Members
From: Leslie Lukacs, Executive Director
Subject: January 19, 2023 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.

- 5.1 Minutes of the November 17, 2022 Meeting
- 5.2 Minutes of the December 13, 2022 Meeting
- 5.3 November and December 2022 and January and February 2023 Outreach Calendar
- 5.4 Annual Review of Rules of Governance
- 5.5 2022 Fourth Quarter Financials
- 5.6 Gold Resolution for John Sawyer
- 5.7 Gold Resolution for Pam Stafford
- 5.8 Gold Resolution for Madolyn Agrimonti
- 5.9 Gold Resolution for Marta Cruz

Regular Calendar

6.1 Approval of the Agreement for CalRecycle HD39 Grant Services Staff The California Department of Resources Recycling and Recovery (CalRecycle) administers several grants per year in furtherance of the State's efforts to preserve landfill capacity and protect health and safety of the public and the environment. One of these grants is the household hazardous waste (HHW) small projects grant program. In June of 2022, ZWS applied for the 39th cycle of the HHW small projects grant (HD39) to fund a solar panel collection pilot project and in September of 2022, CalRecycle awarded \$100,000 to ZWS to fund the project. **Staff recommends the Board authorize the Zero Waste Sonoma (ZWS) Executive Director to execute the Agreement for CalRecycle HD39 Grant Services with the Conservation Corps North Bay (CCNB).**

6.2 Careit Agreement and Presentation

Staff received a proposal from Careit, a software company tailored specifically to SB 1383 to capture data in a format that matches what jurisdictions are required to report to CalRecycle. **Staff recommends the Board receive the presentation of the Careit software and approve the agreement for a 1-year software license.**

Resolution No.: 2023-01

Dated: January 19, 2023

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

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

WHEREAS, this Resolution memorializes the action taken by the ZWS Board of Directors on January 19, 2023 to elect a Chair, Vice Chair, and Chair Pro Tempore.

NOW, THEREFORE BE IT RESOLVED that having first been duly elected by ZWS, the representatives from the _____, _____, and _____, shall serve as Chair, Vice Chair and Chair Pro Tempore, at the will and pleasure of ZWS for a period of one year commencing from January 19, 2023.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: January 19, 2023

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



Minutes of the November 17, 2022 Meeting

Zero Waste Sonoma met on November 17, 2022, via Zoom to hold a virtual board meeting.

Board Members Present:

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

City of Santa Rosa – Joey Hejnowisz
City of Sebastopol – Diana Rich
City of Sonoma - ABSENT
County of Sonoma – Susan Gorin
Town of Windsor – Deb Fudge

Staff Present:

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

1. Call to Order Regular Meeting

Regular session was called to order at 9:00 a.m.
Introductions

2. Agenda Approval

3. Public Comments (items not on the agenda)

None

4. Consent (w/attachments)

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

Public Comments:

None

Motion: For approval of the consent calendar.

First: City of Cotati – Susan Harvey

Second: County of Sonoma – Susan Gorin

Vote Count:

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

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-

Motion passed.

Marta Cruz arrived 9:12

Pam Stafford arrived 9:09

Regular Calendar

5. Green Resolution Recognizing Gravenstein Apple Festival [Lukacs]

Board Comments/Action Items:

- Is there comparison data from the prior years?
- Great job! You have set a high bar for events
- It would be good to share this with all jurisdictions
- This embodies the vision of our Agency
- Where do you store/how do you accommodate all the reuse items?
- This should be shared with local Chamber of Commerce groups

Public Comments:

Pam Davis – All debris cans were removed except for ones at the Eco-stations. Reusable tablecloths were also used at the event.

Motion: To approve the adoption of the first Green Resolution recognizing the Gravenstein Apple Fair for their commitment to the community and the environment through the implementation of proactive waste management practices.

First: City of Petaluma – Patrick Carter

Second: City of Cloverdale – Marta Cruz

Vote Count:

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	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. FY 21/22 Annual Work Plan Progress Report [Cushwa]

Board Comments/Action Items:

- Is the outreach report online?
- What is a bounce rate and why is it so high?
- Grateful for all the events being held in Cloverdale
- Interesting to see the gender metrics for social media engagement
- Looking at college move out dates would be helpful for collection events
- It would be convenient to see another line showing the jurisdictions % of population for reference
- Is there a plan for more SB1383 outreach in the new fiscal year?
- Can we give this presentation to the various councils?

Public Comments:

Marie Kneemeyer – It's very inspiring to see the increase in web traffic

7. Reusable Foodware Infrastructure & Service RFP [Pagal]

Board Comments/Action Items:

None

Public Comments:

None

Motion: Board approve staff to release the Request for Proposals for reusable foodware infrastructure and service.

First: City of Cotati – Susan Harvey

Second: City of Rohnert Park – Pam Stafford

Vote Count:

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	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. **Boardmember Comments** – NO ACTION
9. **Executive Director Report** – NO ACTION
10. **Staff Comments** – NO ACTION
None
11. **Next SCWMA meeting:** December 15, 2022
12. **Adjourn:** 10:24 am

Submitted by: Thora Collard

DRAFT



Minutes of the December 13, 2022 Special Meeting

Zero Waste Sonoma met on December 13, 2022, via Zoom to hold a virtual board meeting.

Board Members Present:

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

City of Santa Rosa – Joey Hejnowisz
City of Sebastopol – Diana Rich
City of Sonoma - ABSENT
County of Sonoma – Trish Pisenti
Town of Windsor – Deb Fudge

Staff Present:

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

1. Call to Order Closed Session 3:33 p.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Sec. 54956.8)

Property: 5885 Pruitt Avenue Windsor, CA 95492

Agency Negotiators: Leslie Lukacs, Ethan Walsh, Thora Collard, Courtney Scott

Negotiating Parties: Kathleen Kurz

Under Negotiation: Price and terms of payment

2. Adjourn Closed Session at 4:07 p.m.

3. Call to Order Regular Meeting

Regular session was called to order at 4:17 p.m.

Introductions

4. Agenda Approval

5. Public Comments (items not on the agenda)

Regular Calendar

6. Strategic Planning Draft Pillars, Mission and Vision Statement Approval [Lukacs]

Board Comments/Action Items:

- The draft documents presented are excellent.

Public Comments:

None

Motion: To approve the draft Vision and Mission Statements and the draft pillars for the Strategic Plan.

First: City of Cotati – Susan Harvey

Second: City of Rohnert Park – Pam Stafford

Vote Count:

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	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. Boardmember Comments – NO ACTION

8. Executive Director Report – NO ACTION

9. Staff Comments – NO ACTION
None

10. Next SCWMA meeting: January 19, 2023

11. Adjourn: 4:29 pm

Submitted by: Thora Collard



Agenda Item#: 5.3
Agenda Date: 1/19/2023

ITEM: November, December 2022, January, February 2023 Outreach Calendar

November 2022 OUTREACH

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

December 2022 OUTREACH

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

January 2023 OUTREACH

Start date	End date	Start time	End time	Event
1/3/23	1/3/23	4:00 PM	8:00 PM	HHW Collection Event – Sebastopol
1/6/23	1/8/23	9:00 AM	5:00 PM	E-Waste Recycling Event – Santa Rosa
1/10/23	1/10/23	4:00 PM	8:00 PM	HHW Collection Event – Santa Rosa (West)
1/14/23	1/15/23	9:00 AM	5:00 PM	E-Waste Recycling Event – Oakmont
1/17/23	1/17/23	4:00 PM	8:00 PM	HHW Recycling Event – Cloverdale
1/24/23	1/24/23	4:00 PM	8:00 PM	HHW Collection Event – Sonoma
1/31/23	1/31/23	4:00 PM	8:00 PM	HHW Collection Event – Santa Rosa (East)

February 2023 OUTREACH

Start date	End date	Start time	End time	Event
2/7/23	2/7/23	4:00 PM	8:00 PM	HHW Collection Event – Healdsburg
2/14/23	2/14/23	4:00 PM	8:00 PM	HHW Collection Event – Cotati
2/21/23	2/21/23	4:00 PM	8:00 PM	HHW Collection Event – Larkfield
2/24/23	2/26/23	9:00 AM	5:00 PM	E-Waste Recycling Event – Cloverdale
2/28/23	2/28/23	4:00 PM	8:00 PM	HHW Collection Event – Kenwood



Agenda Item #: **5.4**
Cost Center: **All**
Staff Contact: **Collard**
Agenda Date: **1/19/2023**
Approved By: **LL**

ITEM: Annual Review of ZWS Rules of Governance

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

II. BACKGROUND

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

III. DISCUSSION

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

IV. FUNDING IMPACT

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

V. ATTACHMENTS

Rules of Governance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Cost Center: All
Staff Contact: Collard
Agenda Date: 1/19/2023
Approved by: LL

ITEM: Fiscal Year 2021-22 Year End Financial Report

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2021-22 Year-End Financial Report on the Consent Calendar.

II. BACKGROUND

The Joint Powers Authority agreement requires the Zero Waste Sonoma (ZWS) Board of Directors receive quarterly financial reports. This report contains information about ZWS operations, all receipts to, and disbursements from, the ZWS for Fiscal Year 2021-22.

III. DISCUSSION

This report, using information from the County accounting system (EFS) for revenues and expenditures, contains the actual amounts spent or received to date, accounts payable and receivable, the approved budget and the difference between the approved budget and the actual revenues/expenditures.

Included in this financial report are accounts payable and accounts receivable. Accounts payable are invoices that are expected to be paid after the close of the fiscal year for services received prior to June 30, 2022, the end of the fiscal year. Accounts receivable are revenues anticipated for work and/or services performed by ZWS prior to the end of the fiscal year. By including the accounts payable and receivable as well as the reserve balances, this report serves as a year-end financial statement.

Revenues

1. The State Other Funding account consists of grant funding once it has been released from a subsidiary account in EFS. All of ZWS grant awards are first placed into subsidiary accounts. When the planned and approved work has been completed, a release request is sent to the Auditor/Controller office for processing. This year we completed the City County Payment Program for FY 19/20 and began spending for FY 20/21, resulting in additional spending of for the year. All additional expenditures were offset by corresponding revenue.
2. Donations/Contributions captures the City of Petaluma's tipping fee contribution to ZWS. This year was over budget by \$20,923 due to increased tonnage.
3. Prior Year Revenue recognized the outstanding receivable due from Recology from FY18/19/

Expenditures

1. Administrative Services was under budget by \$288,796 this year due to staffing shortages (the Senior Office Assistant is being recruited for currently, the Waste Management Specialist and Marketing Specialist were filled midyear).
2. Other Contract Services has an unutilized budget for an HHW feasibility study in the event that we enter into a purchase contract for a new facility. We did not utilize this option in FY 21/22 and will rollover that contract amount. The organics expenditures came under budget by less than 10% (\$629,352).
3. Special Department Expense had a budget increase midyear to account for the compost rebate program being offered. The majority of the rebates have been submitted in the new fiscal year.

IV. FUNDING IMPACT

In summary, ZWS received \$10,501,817 in operating revenue, which is \$38,008 more than budgeted. We incurred \$11,449,250 of expenditures to the operating accounts (\$966,681 under budget) resulting in a net surplus to the ZWS for FY 2020-21 was \$947,432.

V. ATTACHMENTS

FY 2021-22 Year End Financial Report

Zero Waste Sonoma Department Summary

Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	445,521.00	522,608.00	570,367.06	(47,759.06)	-9.14%
42601	County of Sonoma	9,649,465.00	9,649,465.00	9,632,163.96	17,301.04	0.18%
44002	Interest on Pooled Cash	60,735.00	60,735.00	50,563.30	10,171.70	16.75%
44050	Unrealized Gains and Losses	0.00	0.00	(320,190.81)	320,190.81	0.00%
46029	Donations/Contributions	213,379.00	213,379.00	234,301.51	(20,922.51)	-9.81%
46050	Cancelled/Stale Dated Warrants	0.00	0.00	143.87	(143.87)	0.00%
46200	PY Revenue - Miscellaneous	0.00	0.00	86,336.41	(86,336.41)	0.00%
47101	Transfers In - within a Fund	130,000.00	2,485,388.00	2,798,858.00	(313,470.00)	-12.61%
All Revenues		10,499,100.00	12,931,575.00	13,052,543.30	(120,968.30)	-1%

All Expense/Expenditure Accts

51041	Insurance - Liability	11,200.00	11,200.00	12,562.41	(1,362.41)	-12.16%
51071	Maintenance - Bldg & Improve	8,000.00	8,000.00	2,922.89	5,077.11	63.46%
51201	Administration Services	1,344,556.00	1,344,556.00	1,055,760.43	288,795.57	21.48%
51205	Advertising/Marketing Svc	25,500.00	25,500.00	15,174.03	10,325.97	40.49%
51206	Accounting/Auditing Services	18,000.00	18,000.00	17,000.00	1,000.00	5.56%
51207	Client Accounting Services	23,005.00	23,005.00	22,511.37	493.63	2.15%
51212	Outside Counsel - Legal Advice	79,000.00	79,000.00	22,185.90	56,814.10	71.92%
51214	Agency Extra/Temp Help	6,000.00	6,000.00	0.00	6,000.00	100.00%
51225	Training Services	800.00	800.00	900.00	(100.00)	-12.50%
51229	Hazardous Waste Disposal Svc	28,000.00	28,000.00	8,566.96	19,433.04	69.40%
51241	Outside Printing and Binding	3,000.00	3,000.00	726.53	2,273.47	75.78%
51249	Other Professional Services	397,675.00	474,762.00	481,621.55	(6,859.55)	-1.44%
51401	Rents and Leases - Equipment	3,000.00	3,000.00	2,567.70	432.30	14.41%
51421	Rents and Leases - Bldg/Land	19,482.00	19,482.00	6,435.00	13,047.00	66.97%
51507	Special Departmental Expense	136,784.00	136,784.00	117,042.77	19,741.23	14.43%
51801	Other Services	0.00	0.00	7,265.00	(7,265.00)	0.00%
51803	Other Contract Services	8,080,528.00	8,080,528.00	7,334,198.73	746,329.27	9.24%
51805	Cnty Spor'shp of events/orgs	2,500.00	2,500.00	3,935.00	(1,435.00)	-57.40%
51901	Telecommunication Data Lines	7,337.00	7,337.00	7,988.96	(651.96)	-8.89%
51902	Telecommunication Usage	1,367.00	1,367.00	1,255.97	111.03	8.12%
51904	ISD - Baseline Services	38,644.00	38,644.00	37,445.34	1,198.66	3.10%
51905	ISD - Improvement Projects	0.00	0.00	41.66	(41.66)	0.00%
51909	Telecommunication Wireless Svc	8,076.00	8,076.00	8,649.01	(573.01)	-7.10%
51911	Mail Services	850.00	850.00	807.70	42.30	4.98%
51916	County Services Chgs	33,364.00	33,364.00	31,196.10	2,167.90	6.50%
51922	County Car Expense	1,500.00	1,500.00	(1,604.07)	3,104.07	206.94%
51923	Unclaimable county car exp	50.00	50.00	7.30	42.70	85.40%
52091	Memberships/Certifications	39,804.00	39,804.00	38,720.00	1,084.00	2.72%
52111	Office Supplies	14,720.00	14,720.00	17,089.71	(2,369.71)	-16.10%
52114	Freight/Postage	15,000.00	15,000.00	3,036.98	11,963.02	79.75%
52115	Books/Media/Subscriptions	926.00	926.00	7,262.68	(6,336.68)	-684.31%
52118	Printing and Binding Supplies	4,400.00	4,400.00	5,311.09	(911.09)	-20.71%
52162	Special Department Expense	151,440.00	332,840.00	134,069.13	198,770.87	59.72%
52163	Professional Development	28,920.00	28,920.00	12,088.33	16,831.67	58.20%
52191	Utilities Expense	6,132.00	6,132.00	2,629.93	3,502.07	57.11%
53402	Depreciation Expense	0.00	0.00	8,691.72	(8,691.72)	0.00%
57011	Transfers Out - within a Fund	378,470.00	2,733,858.00	2,798,858.00	(65,000.00)	-2.38%
All Expense/Expenditure Accts		10,918,030.00	13,531,905.00	12,224,921.81	1,306,983.19	10%

All Expense/Expenditure Accts		10,918,030.00	13,531,905.00	12,224,921.81	1,306,983.19	
All Revenues		10,499,100.00	12,931,575.00	13,052,543.30	(120,968.30)	
Net Cost		418,930.00	600,330.00	(827,621.49)	1,427,951.49	

66110300 Zero Waste - Organics Reserve

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	22,307.00	22,307.00	22,768.63	(461.63)	-2.07%
44050	Unrealized Gains and Losses	0.00	0.00	(77,618.22)	77,618.22	0.00%
All Revenues		22,307.00	22,307.00	(54,849.59)	77,156.59	346%

All Expense/Expenditure Accts

51201	Administration Services	55,999.00	55,999.00	31,270.60	24,728.40	44.16%
51206	Accounting/Auditing Services	1,000.00	1,000.00	1,000.00	0.00	0.00%
51212	Outside Counsel - Legal Advice	35,000.00	35,000.00	4,008.90	30,991.10	88.55%
51916	County Services Chgs	379.00	379.00	274.00	105.00	27.70%
52111	Office Supplies	1,000.00	1,000.00	0.00	1,000.00	100.00%
All Expense/Expenditure Accts		93,378.00	93,378.00	36,553.50	56,824.50	61%

All Expense/Expenditure Accts		93,378.00	93,378.00	36,553.50	56,824.50	
All Revenues		22,307.00	22,307.00	(54,849.59)	77,156.59	
Net Cost		71,071.00	71,071.00	91,403.09	(20,332.09)	

66111200 Unfunded Pension Liability Rsv

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	6,586.00	6,586.00	3,837.81	2,748.19	41.73%
44050	Unrealized Gains and Losses	0.00	0.00	(23,108.31)	23,108.31	0.00%
All Revenues		6,586.00	6,586.00	(19,270.50)	25,856.50	393%

All Expense/Expenditure Accts

51206	Accounting/Auditing Services	1,000.00	1,000.00	0.00	1,000.00	100.00%
All Expense/Expenditure Accts		1,000.00	1,000.00	-	1,000.00	100%

All Expense/Expenditure Accts		1,000.00	1,000.00	-	1,000.00	
All Revenues		6,586.00	6,586.00	(19,270.50)	25,856.50	
Net Cost		(5,586.00)	(5,586.00)	19,270.50	(24,856.50)	

66110900 ZW - Contingency Fund

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	18,485.00	18,485.00	13,247.36	5,237.64	28.33%
44050	Unrealized Gains and Losses	0.00	0.00	(108,218.15)	108,218.15	0.00%
47101	Transfers In - within a Fund	65,000.00	1,988,858.00	1,988,858.00	0.00	0.00%
All Revenues		83,485.00	2,007,343.00	1,893,887.21	113,455.79	6%

All Expense/Expenditure Accts

51201	Administration Services	87,849.00	87,849.00	53,736.31	34,112.69	38.83%
51206	Accounting/Auditing Services	1,000.00	1,000.00	1,000.00	0.00	0.00%
51212	Outside Counsel - Legal Advice	20,000.00	20,000.00	0.00	20,000.00	100.00%
51801	Other Services	0.00	0.00	7,265.00	(7,265.00)	0.00%
51803	Other Contract Services	115,000.00	115,000.00	38,302.50	76,697.50	66.69%
51916	County Services Chgs	217.00	217.00	274.00	(57.00)	-26.27%
52111	Office Supplies	1,000.00	1,000.00	0.00	1,000.00	100.00%
52162	Special Department Expense	150,000.00	300,000.00	133,319.13	166,680.87	55.56%
53402	Depreciation Expense	0.00	0.00	8,691.72	(8,691.72)	0.00%
57011	Transfers Out - within a Fund	65,000.00	496,530.00	496,530.00	0.00	0.00%
All Expense/Expenditure Accts		440,066.00	1,021,596.00	739,118.66	282,477.34	28%

All Expense/Expenditure Accts		440,066.00	1,021,596.00	739,118.66	282,477.34	
All Revenues		83,485.00	2,007,343.00	1,893,887.21	113,455.79	
Net Cost		356,581.00	(985,747.00)	(1,154,768.55)	169,021.55	

66111300 Debt Servicing Reserve

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	0.00	0.00	921.08	(921.08)	0.00%
44050	Unrealized Gains and Losses	0.00	0.00	(14,962.33)	14,962.33	0.00%
47101	Transfers In - within a Fund	0.00	431,530.00	745,000.00	(313,470.00)	-72.64%
All Revenues		-	431,530.00	730,958.75	(299,428.75)	-69%

All Expense/Expenditure Accts						
All Revenues		-	431,530.00	730,958.75	(299,428.75)	
Net Cost		-	(431,530.00)	(730,958.75)	299,428.75	

66110400 Household Hazardous Waste

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	78,349.00	78,349.00	82,562.81	(4,213.81)	-5.38%
42601	County of Sonoma	1,938,054.00	1,938,054.00	2,036,500.78	(98,446.78)	-5.08%
44002	Interest on Pooled Cash	13,357.00	13,357.00	9,788.42	3,568.58	26.72%
44050	Unrealized Gains and Losses	0.00	0.00	(32,692.22)	32,692.22	0.00%
46029	Donations/Contributions	167,394.00	167,394.00	185,416.06	(18,022.06)	-10.77%
46200	PY Revenue - Miscellaneous	0.00	0.00	18,767.39	(18,767.39)	0.00%
All Revenues		2,197,154.00	2,197,154.00	2,300,343.24	(103,189.24)	-5%

All Expense/Expenditure Accts

51041	Insurance - Liability	2,016.00	2,016.00	2,261.23	(245.23)	-12.16%
51071	Maintenance - Bldg & Improve	8,000.00	8,000.00	2,922.89	5,077.11	63.46%
51201	Administration Services	289,197.00	289,197.00	263,402.03	25,794.97	8.92%
51205	Advertising/Marketing Svc	15,500.00	15,500.00	15,051.07	448.93	2.90%
51206	Accounting/Auditing Services	2,700.00	2,700.00	2,700.00	0.00	0.00%
51207	Client Accounting Services	4,141.00	4,141.00	4,052.05	88.95	2.15%
51212	Outside Counsel - Legal Advice	4,000.00	4,000.00	3,535.80	464.20	11.61%
51225	Training Services	800.00	800.00	900.00	(100.00)	-12.50%
51229	Hazardous Waste Disposal Svc	28,000.00	28,000.00	8,566.96	19,433.04	69.40%
51249	Other Professional Services	52,022.00	52,022.00	63,366.54	(11,344.54)	-21.81%
51401	Rents and Leases - Equipment	540.00	540.00	359.48	180.52	33.43%
51421	Rents and Leases - Bldg/Land	14,583.00	14,583.00	3,046.60	11,536.40	79.11%
51507	Special Departmental Expense	136,784.00	136,784.00	117,042.77	19,741.23	14.43%
51803	Other Contract Services	1,280,000.00	1,280,000.00	1,239,719.93	40,280.07	3.15%
51901	Telecommunication Data Lines	489.00	489.00	733.68	(244.68)	-50.04%
51902	Telecommunication Usage	156.00	156.00	4.46	151.54	97.14%
51904	ISD - Baseline Services	10,627.00	10,627.00	8,589.33	2,037.67	19.17%
51909	Telecommunication Wireless Svc	2,040.00	2,040.00	2,745.55	(705.55)	-34.59%
51911	Mail Services	100.00	100.00	11.09	88.91	88.91%
51916	County Services Chgs	8,679.00	8,679.00	7,164.00	1,515.00	17.46%
51922	County Car Expense	270.00	270.00	792.21	(522.21)	-193.41%
52091	Memberships/Certifications	5,683.00	5,683.00	4,850.00	833.00	14.66%
52111	Office Supplies	2,500.00	2,500.00	1,304.53	1,195.47	47.82%
52115	Books/Media/Subscriptions	167.00	167.00	0.00	167.00	100.00%
52162	Special Department Expense	259.00	259.00	0.00	259.00	100.00%
52163	Professional Development	8,300.00	8,300.00	2,810.00	5,490.00	66.14%
52191	Utilities Expense	6,132.00	6,132.00	2,629.93	3,502.07	57.11%
57011	Transfers Out - within a Fund	313,470.00	1,614,427.00	1,679,427.00	(65,000.00)	-4.03%
All Expense/Expenditure Accts		2,197,155.00	3,498,112.00	3,437,989.13	60,122.87	2%

All Expense/Expenditure Accts	2,197,155.00	3,498,112.00	3,437,989.13	60,122.87	
All Revenues	2,197,154.00	2,197,154.00	2,300,343.24	(103,189.24)	
Net Cost	1.00	1,300,958.00	1,137,645.89	163,312.11	

66111000 Education & Outreach

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	167,172.00	167,172.00	139,875.73	27,296.27	16.33%
42601	County of Sonoma	562,661.00	562,661.00	591,242.17	(28,581.17)	-5.08%
44050	Unrealized Gains and Losses	0.00	0.00	(13,237.89)	13,237.89	0.00%
46029	Donations/Contributions	45,985.00	45,985.00	48,885.45	(2,900.45)	-6.31%
46050	Cancelled/Stale Dated Warrants	0.00	0.00	143.87	(143.87)	0.00%
47101	Transfers In - within a Fund	65,000.00	65,000.00	0.00	65,000.00	100.00%
All Revenues		840,818.00	840,818.00	766,909.33	73,908.67	9%

All Expense/Expenditure Accts

51041	Insurance - Liability	1,568.00	1,568.00	1,758.74	(190.74)	-12.16%
51201	Administration Services	532,651.00	532,651.00	350,202.82	182,448.18	34.25%
51205	Advertising/Marketing Svc	10,000.00	10,000.00	122.96	9,877.04	98.77%
51206	Accounting/Auditing Services	2,100.00	2,100.00	2,100.00	0.00	0.00%
51207	Client Accounting Services	3,221.00	3,221.00	3,151.59	69.41	2.15%
51212	Outside Counsel - Legal Advice	15,000.00	15,000.00	9,086.70	5,913.30	39.42%
51214	Agency Extra/Temp Help	6,000.00	6,000.00	0.00	6,000.00	100.00%
51241	Outside Printing and Binding	3,000.00	3,000.00	726.53	2,273.47	75.78%
51249	Other Professional Services	140,653.00	140,653.00	135,549.48	5,103.52	3.63%
51401	Rents and Leases - Equipment	420.00	420.00	462.18	(42.18)	-10.04%
51421	Rents and Leases - Bldg/Land	2,696.00	2,696.00	709.20	1,986.80	73.69%
51803	Other Contract Services	30,000.00	30,000.00	30,000.00	0.00	0.00%
51805	Cnty Spor'shp of events/orgs	2,500.00	2,500.00	3,935.00	(1,435.00)	-57.40%
51901	Telecommunication Data Lines	6,359.00	6,359.00	5,624.88	734.12	11.54%
51902	Telecommunication Usage	1,185.00	1,185.00	1,194.11	(9.11)	-0.77%
51904	ISD - Baseline Services	11,326.00	11,326.00	7,536.43	3,789.57	33.46%
51905	ISD - Improvement Projects	0.00	0.00	41.66	(41.66)	0.00%
51909	Telecommunication Wireless Svc	6,036.00	6,036.00	5,903.46	132.54	2.20%
51911	Mail Services	500.00	500.00	796.61	(296.61)	-59.32%
51916	County Services Chgs	7,308.00	7,308.00	6,084.55	1,223.45	16.74%
51922	County Car Expense	210.00	210.00	(6,244.14)	6,454.14	3073.40%
51923	Unclaimable county car exp	50.00	50.00	7.30	42.70	85.40%
52091	Memberships/Certifications	21,566.00	21,566.00	21,805.00	(239.00)	-1.11%
52111	Office Supplies	8,220.00	8,220.00	4,192.61	4,027.39	49.00%
52114	Freight/Postage	4,000.00	4,000.00	3,036.98	963.02	24.08%
52115	Books/Media/Subscriptions	130.00	130.00	7,262.68	(7,132.68)	-5486.68%
52118	Printing and Binding Supplies	4,400.00	4,400.00	5,311.09	(911.09)	-20.71%
52162	Special Department Expense	202.00	31,602.00	750.00	30,852.00	97.63%
52163	Professional Development	19,520.00	19,520.00	6,612.03	12,907.97	66.13%
57011	Transfers Out - within a Fund	0.00	622,901.00	622,901.00	0.00	0.00%
All Expense/Expenditure Accts		840,821.00	1,495,122.00	1,230,621.45	264,500.55	18%

All Expense/Expenditure Accts	840,821.00	1,495,122.00	1,230,621.45	264,500.55	
All Revenues	840,818.00	840,818.00	766,909.33	73,908.67	
Net Cost	3.00	654,304.00	463,712.12	190,591.88	

66111100 Organics

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	200,000.00	277,087.00	347,928.52	(70,841.52)	-25.57%
42601	County of Sonoma	7,148,750.00	7,148,750.00	7,004,421.01	144,328.99	2.02%
44050	Unrealized Gains and Losses	0.00	0.00	(50,353.69)	50,353.69	0.00%
46200	PY Revenue - Miscellaneous	0.00	0.00	67,569.02	(67,569.02)	0.00%
47101	Transfers In - within a Fund	0.00	0.00	65,000.00	(65,000.00)	0.00%
All Revenues		7,348,750.00	7,425,837.00	7,434,564.86	(8,727.86)	0%

All Expense/Expenditure Accts

51041	Insurance - Liability	7,616.00	7,616.00	8,542.44	(926.44)	-12.16%
51201	Administration Services	378,860.00	378,860.00	357,148.67	21,711.33	5.73%
51206	Accounting/Auditing Services	10,200.00	10,200.00	10,200.00	0.00	0.00%
51207	Client Accounting Services	15,643.00	15,643.00	15,307.73	335.27	2.14%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	5,554.50	(554.50)	-11.09%
51249	Other Professional Services	205,000.00	282,087.00	282,705.53	(618.53)	-0.22%
51401	Rents and Leases - Equipment	2,040.00	2,040.00	1,746.04	293.96	14.41%
51421	Rents and Leases - Bldg/Land	2,203.00	2,203.00	2,679.20	(476.20)	-21.62%
51803	Other Contract Services	6,655,528.00	6,655,528.00	6,026,176.30	629,351.70	9.46%
51901	Telecommunication Data Lines	489.00	489.00	1,630.40	(1,141.40)	-233.42%
51902	Telecommunication Usage	26.00	26.00	57.40	(31.40)	-120.77%
51904	ISD - Baseline Services	16,691.00	16,691.00	21,319.58	(4,628.58)	-27.73%
51911	Mail Services	250.00	250.00	0.00	250.00	100.00%
51916	County Services Chgs	16,781.00	16,781.00	17,399.55	(618.55)	-3.69%
51922	County Car Expense	1,020.00	1,020.00	3,847.86	(2,827.86)	-277.24%
52091	Memberships/Certifications	12,555.00	12,555.00	12,065.00	490.00	3.90%
52111	Office Supplies	2,000.00	2,000.00	11,592.57	(9,592.57)	-479.63%
52114	Freight/Postage	11,000.00	11,000.00	0.00	11,000.00	100.00%
52115	Books/Media/Subscriptions	629.00	629.00	0.00	629.00	100.00%
52162	Special Department Expense	979.00	979.00	0.00	979.00	100.00%
52163	Professional Development	1,100.00	1,100.00	2,666.30	(1,566.30)	-142.39%
All Expense/Expenditure Accts		7,345,610.00	7,422,697.00	6,780,639.07	642,057.93	9%

All Expense/Expenditure Accts		7,345,610.00	7,422,697.00	6,780,639.07	642,057.93	
All Revenues		7,348,750.00	7,425,837.00	7,434,564.86	(8,727.86)	
Net Cost		(3,140.00)	(3,140.00)	(653,925.79)	650,785.79	

4th Quarter Fund Balances FY 21/22

Fund		Beginning Balance	6/30/2022	Projected Fund Balance	Fund Balance Goal
Organics Reserve	78103	2,264,678	2,173,275	2,159,603	1,836,403
HHW	78104	1,771,878	634,232	1,335,747	470,921
Contingency Reserve	78109	1,875,346	3,030,115	1,491,906	877,205
Education & Outreach	78110	706,983	243,271	544,939	84,082
Organics	78111	1,800,572	2,454,498	1,578,044	1,101,842
Unfunded Pension Liability Rsv	78112	669,626	650,355	665,183	
Debt Servicing Reserve	78113	-	730,959		
Total			9,916,705	7,775,422	

Dated: January 19, 2023

RESOLUTION OF ZERO WASTE SONOMA
RECOGNIZING JOHN SAWYER FOR HIS SERVICE TO THE BOARD

WHEREAS, Assembly Bill 939 passed by the California State Legislation in 1989; and

WHEREAS, the County of Sonoma and the municipalities of Sonoma County agreed to comply with the requirements of AB 939 by forming the Sonoma County Waste Management Agency (also known as Zero Waste Sonoma) as a regional joint powers authority, and

WHEREAS, John Sawyer has faithfully served the board since December 2018, and

WHEREAS, John recognized and upheld the mission of the Zero Waste Sonoma, which is to educate and assist the residents of Sonoma County in their efforts to reduce, reuse and recycle materials in the waste stream, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma hereby recognizes and commends John Sawyer on service to Zero Waste Sonoma, and

BE IT FURTHER RESOLVED that the Board of Directors wishes to express their deepest thanks to John for his contributions to ZWS, and the grace in which he did it, and wishes him the very best in his future.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: January 19, 2023

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

Dated: January 19, 2023

RESOLUTION OF ZERO WASTE SONOMA
RECOGNIZING PAM STAFFORD FOR HER SERVICE TO THE BOARD

WHEREAS, Assembly Bill 939 passed by the California State Legislation in 1989; and

WHEREAS, the County of Sonoma and the municipalities of Sonoma County agreed to comply with the requirements of AB 939 by forming the Sonoma County Waste Management Agency (also known as Zero Waste Sonoma) as a regional joint powers authority, and

WHEREAS, Pam Stafford has faithfully served the board since October 2015, and

WHEREAS, Pam recognized and upheld the mission of the Zero Waste Sonoma, which is to educate and assist the residents of Sonoma County in their efforts to reduce, reuse and recycle materials in the waste stream, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma hereby recognizes and commends Pam Stafford on service to Zero Waste Sonoma, and

BE IT FURTHER RESOLVED that the Board of Directors wishes to express their deepest thanks to Pam for her contributions to ZWS, and the grace in which she did it, and wishes her the very best in her future.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: January 19, 2023

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

Dated: January 19, 2023

RESOLUTION OF ZERO WASTE SONOMA
RECOGNIZING MADOLYN AGRIMONTI FOR HER SERVICE TO THE BOARD

WHEREAS, Assembly Bill 939 passed by the California State Legislation in 1989; and

WHEREAS, the County of Sonoma and the municipalities of Sonoma County agreed to comply with the requirements of AB 939 by forming the Sonoma County Waste Management Agency (also known as Zero Waste Sonoma) as a regional joint powers authority, and

WHEREAS, Madolyn Agrimonti has faithfully served the board since January 2015, and

WHEREAS, Madolyn recognized and upheld the mission of the Zero Waste Sonoma, which is to educate and assist the residents of Sonoma County in their efforts to reduce, reuse and recycle materials in the waste stream, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma hereby recognizes and commends Madolyn Agrimonti on service to Zero Waste Sonoma, and

BE IT FURTHER RESOLVED that the Board of Directors wishes to express their deepest thanks to Madolyn for her contributions to ZWS, and the grace in which she did it, and wishes her the very best in her future.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: January 19, 2023

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

Dated: January 19, 2023

RESOLUTION OF ZERO WASTE SONOMA
RECOGNIZING MARTA CRUZ-CONCEPCION FOR HER SERVICE TO THE BOARD

WHEREAS, Assembly Bill 939 passed by the California State Legislation in 1989; and

WHEREAS, the County of Sonoma and the municipalities of Sonoma County agreed to comply with the requirements of AB 939 by forming the Sonoma County Waste Management Agency (also known as Zero Waste Sonoma) as a regional joint powers authority, and

WHEREAS, Marta Cruz-Concepcion has faithfully served the board since May 2019, and

WHEREAS, Marta recognized and upheld the mission of the Zero Waste Sonoma, which is to educate and assist the residents of Sonoma County in their efforts to reduce, reuse and recycle materials in the waste stream, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma hereby recognizes and commends Marta Cruz-Concepcion on service to Zero Waste Sonoma, and

BE IT FURTHER RESOLVED that the Board of Directors wishes to express their deepest thanks to Marta for her contributions to ZWS, and the grace in which she did it, and wishes her the very best in her future.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: January 19, 2023

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



Agenda Item #: 6
Cost Center: HHW
Staff Contact: Scott
Agenda Date: 1/19/23
Approved By: LL

ITEM: Approval of the Agreement for CalRecycle HD39 Grant Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board authorize the Zero Waste Sonoma (ZWS) Executive Director to execute the Agreement for CalRecycle HD39 Grant Services with the Conservation Corps North Bay (CCNB).

II. BACKGROUND

There are currently no disposal or recycling options for solar panels in all of Sonoma County. ZWS receives questions from the public on how to dispose of solar panels and the current answer is to ask the installation company, ask the manufacturer, or store them and wait for a recycling program. This answer is frustrating for the residents, ZWS, and the member jurisdictions.

The California Department of Resources Recycling and Recovery (CalRecycle) administers several grants per year in furtherance of the State's efforts to preserve landfill capacity and protect health and safety of the public and the environment. One of these grants is the household hazardous waste (HHW) small projects grant program.

In June of 2022, ZWS applied for the 39th cycle of the HHW small projects grant (HD39) to fund a solar panel collection pilot project and in September of 2022 CalRecycle awarded \$100,000 to ZWS to fund the project.

III. DISCUSSION

The approved grant application proposed to create a residential solar panel collection pilot project and use the data from the pilot project to inform the creation of a permanent program. The pilot project will include the creation of one to six solar panel collection events and the recycling or reuse of panels collected at the events. The number of events is dependent upon the quantity collected and recycling costs. Only residential panels will be accepted.

One-day collection events will occur on Fridays in conjunction with existing e-waste collection events scheduled throughout the county. CCNB will operate the events as well as provide state handling reporting, permit filing, agreement administration, event coordination, and collection reporting. They will also test the panels to determine which panels are good candidates for reuse. ZWS will also assist with event coordination, grant reporting, agreement administration, outreach creation and distribution, and researching and acquiring outlets for reusable panels.

All panels collected at the events will be transported to the CCNB office in Cotati where they will be tested and sorted for reuse or recycling. Panels for recycling will be picked up by ERI Direct at the CCNB office and transported to Fresno, CA. Panels for reuse will be set aside until an outlet is

acquired and if no in-county destination can be found, ERI will accept the reusable panels for resale.

CalRecycle provided a Notice to Proceed in October 2022 and the term expires on September 30th, 2025, though staff expects to complete all grant activities by 2024.

IV. FUNDING IMPACT

ZWS applied for and was awarded \$100,000 through the CalRecycle HD39 grant. In conjunction with two annual progress reports and a final grant report to CalRecycle, ZWS will be able to request reimbursement for grant activities performed to that point. CCNB will invoice ZWS monthly. An estimated budget is attached to the Agreement as “Exhibit B.”

V. ATTACHMENTS

1. Agreement for CalRecycle HD39 Grant Services
2. Resolution for CalRecycle HD39 Grant Services

AGREEMENT FOR CALRECYCLE HD39 GRANT SERVICES

This agreement ("Agreement"), dated as of _____, 2023 ("Effective Date") is by and between the Sonoma County Waste Management Agency, also known as Zero Waste Sonoma (hereinafter "Agency"), and Conservation Corps North Bay (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Agency received the HD39 grant from CalRecycle to collect solar panels from the public as a pilot project; and

WHEREAS, Contractor and Agency have an existing contract for Electronic Waste ("E-Waste") Collection Event Services; and

WHEREAS, Agency wishes to collect solar panels in conjunction with the E-Waste Collection Events and utilize Contractor for related services; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to collect, handle, and sort solar panels at regularly scheduled E-Waste Collection Events as described in the HD39 grant work plan.

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

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose of establishing a contract for CalRecycle HD39 Grant Services. 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. Agency shall pay Contractor in accordance with Exhibit "B" which sets out the payment terms in accordance with the CalRecycle HD39 grant project and budget. Payment to Contractor shall not exceed ninety thousand dollars (\$90,000.00) during the grant term.

3. Term of Agreement. The term of this Agreement shall be from the date of the Notice to Proceed from CalRecycle to September 30, 2025.

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.

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.

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

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

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

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

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

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

6.5 Pollution Liability Insurance. The Contractor shall maintain and keep in full force and effect during the life of this Agreement, Pollution Liability Insurance for operations for the collection, transportation, temporary storage and disposal of solar panels. Coverage shall include unloading and loading of the solar panels, all forms of transportation, misdelivery of the waste and non-owned site disposal coverage. The coverage shall be on an Occurrence form with defense outside the limit of liability. The coverage shall apply to pollution conditions arising out of the

services under this Agreement for liability arising for bodily injury, property damage including natural resource damage liability and cleanup costs, and damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants resulting from Contractor's operations. Coverage shall be maintained in amount not less than Five Million (\$5,000,000).

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

6.6 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.

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

6.8 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. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high

water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for 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. All extra or changed work must be authorized in writing by the Agency's grant manager and the grant manager assigned by CalRecycle.

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.

9.1.1 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided pursuant to Section 10 of Exhibit A 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 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, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, 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, bills, and payments shall be made in email or in writing. Notices, bills, and payments shall be addressed as follows:

Agency: Sonoma County Waste Management Agency

Attention: Courtney Scott
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Office Phone: (707) 565-3632
Cell Phone: (707) 888-0476

Contractor: Conservation Corps North Bay
Attention: Kyle LaRue
Address: 27 Larkspur Street
San Rafael, CA 94901
Phone: (707) 758-5417

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.

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

AGENCY:

By: _____
Leslie Lukacs, Executive Director

CONTRACTOR:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

CALRECYCLE HD39 GRANT SERVICES

Exhibit A

Scope of Services

Contractor shall provide all solar panel collection services needed for the operation of a collection event. Services will include all staffing, supplies, transportation, and equipment. The Contractor is expected to perform all collection, transportation, and processing services consistent with all local, state, and Federal laws and regulations and in accordance with CalRecycle HD39 grant requirements.

Contractor shall be required to operate one to six solar panel collection events in conjunction with previously scheduled e-waste collection events in Sonoma County. Contractor will sort and test panels to determine which panels will be recycled and which panels will be sent for reuse.

Agency will provide general grant management and administration, grant reporting, outreach, and assist in event coordination.

More specific services to be provided by the Contractor and the Agency are described below:

1. Contractor Scope of Services.

1.1 Events.

- a. Provide all necessary materials and equipment including but not limited to shrink wrap, pallets, gaylords, pallet jacks, and forklifts.
- b. Onsite event set-up and take-down.
- c. Collect residential solar panels from the public.
- d. Containerize and secure solar panels.
- e. Load solar panels onto trailers.
- f. Transport solar panels from event locations to Contractor's property.
- g. Ensure venue is cleaned up and all hazards generated by the event are removed from the venue.

1.2 Panel assessment.

- a. Panel assessment training.
- b. Equipment purchasing including multimeters.
- c. Testing to determine if panels are eligible for reuse or should be recycled.
- d. Record data from each panel:
 - (1) type
 - (2) manufacturer
 - (3) volume
 - (4) disposal method
- e. Palletize panels based on destination method.

1.3 Panel recycling.

- a. Update agreement with e-waste recycling contractor to include solar panels.
- b. Provide storage space for panels to be recycled.
- c. Load panels for recycling onto trailer for shipment.
- d. Arrange the pick-up of panels for recycling.
- e. Request recycling reports from the recycler including weight and quantity of panels.

1.4 Panel reuse.

- a. Provide storage space for panels to be recycled.
- b. Load panels for reuse onto trailers.
- c. Transport panels for reuse to reuse retailers or non-profits within Sonoma County.

1.5 Program administration.

- a. File Notice of Intent to Handle solar panels with the Department of Toxic Substances Control (DTSC) for each event location.
- b. Assist in the research and acquisition of local outlets for solar panel reuse.
- c. Provide insurance as needed to each event site.
- d. Provide monthly invoices to Agency by the 15th day of the following month.
- e. Provide Agency with data necessary to complete CalRecycle HD39 grant reports.
- f. Complete annual PV report to DTSC by February 1 of each year for material collected in the previous calendar year.
- g. Provide completed forms, reports, and agreements as required by CalRecycle including but not limited to reliable contractor declarations, personnel expenditure summaries, recorded data from panel assessments, expenditure itemization summaries, travel expense log forms, and proof of payments.
 - (1) Proof of payments may include invoices, receipts, or purchase orders in accordance with CalRecycle's Procedures and Requirements document.

2. Agency Scope of Services

1.1 Program administration.

- a. Provide payment to Contractor within 30 days of receiving a monthly invoice.
- b. Maintain an active WebPass account with CalRecycle.
- c. Upload all grant related documents and reports to CalRecycle through the online Grant Management System.
- d. Create and submit two progress reports and one final report to CalRecycle according to CalRecycle's Procedures and Requirements document.
- e. Retain records of all grant-related documentation and public education related to the grant for at least three years after the close of the grant term.
- f. Request reimbursement from CalRecycle for grant-related activities.
- g. Provide completed forms, reports, and agreements as required by CalRecycle including but not limited to reliable contractor declarations, personnel expenditure summaries, recorded data from panel assessments, expenditure itemization summaries, travel expense log forms, and proof of payments.
 - (1) Proof of payments may include invoices, receipts, or purchase orders in accordance with CalRecycle's Procedures and Requirements document.

- h. If modifications are deemed necessary and agreed upon in writing by Contractor and Agency, Agency will submit a proposed revision to the Work Plan and/or Budget in writing to the CalRecycle Grant Manager.
- i. Research and acquire local outlets for solar panel reuse at retailers and non-profits within Sonoma County.
- j. Other grant management requirements in accordance with CalRecycle's HD39 Procedures and Requirements and Terms and Conditions.

1.2 Events.

- a. Coordinate with existing Agency-sponsored e-waste collection events and locations to allow space for solar panel collection.
- b. Create and distribute outreach for each solar-panel collection event. Outreach will include CalRecycle acknowledgements as requested in the Procedures and Requirements document.

CALRECYCLE HD39 GRANT SERVICES

Exhibit B

PAYMENT TERMS

Contractor and Agency shall be paid in accordance with the proposed budget submitted to CalRecycle with the HD39 application. Modifications to the budget are allowed as defined in Exhibit "A" Scope of Services.

Contractor agrees that transportation, meals, and labor performed by the Director of Zero Waste & Compliance and the Zero Waste Programs Manager are not billable expenses under this agreement.

1. HD39 Grant Budget Application Approved by CalRecycle

Applicant Name:	Sonoma County Waste Management Agency d.b.a. Zero Waste Sonoma
Requested Amount:	\$100,000.00
Date:	6/27/2022

Administrative Costs (10% Cap)

Position	Duties	Rates with Benefits	Estimated Hours	Total
				\$ -
Subtotal				\$ -

Collection

Description	Total
Recycling and transportation with ERI (quote attached)	\$ 34,603.99
Subtotal	\$ 34,603.99

Education

Description	Total
Social media ads	\$ 200.00
Digital ad campaign with display ads and digital audio ads	\$ 5,200.00
Printed material	\$ 5,000.00
Subtotal	\$ 10,400.00

Equipment

Description	Unit Cost	Quantity	Total
Multimeters to test panel efficiency	25	2	\$ 50.00
Gaylords, pallets, shrink wrap	per trailer shipment 450	12	\$ 5,400.00
Subtotal			\$ 5,450.00

Personnel

Position	Duties	Rates with Benefits	Estimated Hours	Total
CCNB Supervisor	Supervise crew, collection operations and reporting.	55.23	162	\$ 8,947.26
CCNB Corps Member	Collection operations, sorting, loading trailers, and testing.	42.13	384	\$ 16,177.92
CCNB Zero Waste Program Events Coordinator	State handling reporting, permit filing, agreement admin, recycling and reuse research & acquisition, event coordination, collection reporting, supply purchasing.	61.79	60	\$ 3,707.40
ZWS Marketing Specialist	Content creation and outreach.	54.76	50	\$ 2,738.00
ZWS HHW Program Manager	Grant reporting, event coordination, agreement admin, grant admin, research and acquire outlets for reuse panels, partner with local installation companies and permit departments.	86.01	180	\$ 15,481.80
ZWS Executive Director	Grant reporting and admin.	123.18	8	\$ 985.44
Subtotal				\$ 48,037.82

Training

Description				Dollar Amount
CCNB Supervisors	Solar panel testing, sorting, and reporting training.	55.23	9	\$ 497.07
CCNB Corps Member	Solar panel testing and sorting training.	42.13	24	\$ 1,011.12
Subtotal				\$ 1,508.19

Total	\$ 100,000.00
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Dated: January 19, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("AGENCY") AUTHORIZING A BUDGET ADJUSTMENT AND AN AGREEMENT WITH CONSERVATION CORPS NORTH BAY ("CONTRACTOR") FOR CALRECYCLE HD39 GRANT SERVICES

WHEREAS, Agency received the HD39 grant from CalRecycle to collect solar panels from the public as a pilot project in the amount of \$100,000; and

whereas, the Board authorizes the budget adjustment to recognize the revenue \$100,000 to 78104-66110400-46029-34SOL and the \$100,000 expenditures to 78104-66110400-51249-34SOL; and

WHEREAS, Contractor and Agency have an existing contract for Electronic Waste ("E-Waste") Collection Event Services; and

WHEREAS, Agency wishes to collect solar panels in conjunction with the E-Waste Collection Events and utilize Contractor for related services; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to collect, handle, and sort solar panels at regularly scheduled E-Waste Collection Events as described in the HD39 grant work plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma, representing all ten jurisdictions in Sonoma County, hereby authorizes the Agency's Executive Director to execute the Agreement for CalRecycle HD39 Grant Services with the Conservation Corps North Bay.

MEMBERS:

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

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

SO ORDERED.

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

ATTEST: DATE: January 19, 2023

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



Agenda Item #: 7
Cost Center: Organics
Staff Contact: Tan
Agenda Date: 1/19/23
Approved By: LL

ITEM: Careit Agreement and Presentation

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board receive the presentation of the Careit software and approve the agreement for a 1-year software license.

II. BACKGROUND

California state law Short-lived Climate Pollutants (SB 1383) requires certain large food producing entities, defined as Tier One and Tier Two Commercial Entities, to donate excess food to people. This law is part of the state's goals to address food insecurity and reduce the amount of food sent to landfills. To assess progress toward the state's goals, jurisdictions are required to track and annually report the amount of food donated and distributed within their borders.

During the November 2021 regular meeting, the ZWS board approved staff's request to contract with Abound Food Care to conduct a countywide food recovery capacity study. At the August 2022 regular meeting, Abound presented the final report. Among the suggested recommendations, one of the least expensive and most straightforward to implement was for ZWS to invest in software and make it available to Tier One and Tier Two food donors, distribution organizations, and food recipients. Abound's survey results found that most food recovery and distribution organizations currently utilize a combination of phone calls, pen/paper, and spreadsheets to find recipients willing and able to accept food donations. The software would make coordination efforts much more efficient, which is important to ensure food safety by shortening transportation times, minimize the amount of food being discarded, and maximize the amount that is redistributed to people.

III. DISCUSSION

Staff has researched several software options and requested demonstrations and price quotes from Chowmatch, Food Rescue US, Copia, and MEANS database, but Careit is the one that stands out. Careit is relatively new software compared to some of the others, but it is tailored specifically to SB 1383, capturing data in a format that matches exactly what jurisdictions are required to report to CalRecycle. The software is intuitive to use, and is accessible on the web or through a mobile app.

Staff solicited feedback about Careit from the Sonoma County Food Recovery Coalition and received positive comments. The Coalition saw a demonstration of the app and had opportunities through several meetings to raise questions and discuss potential concerns with Careit's founder. Because some organizations were unsure whether they would be willing to

switch permanently from their current method of operation to Careit, staff is requesting a 1-year subscription term to start, with options to extend for three additional 1-year terms. Although food donors and recipients can make free accounts with Careit at any time, with ZWS's subscription, they will have access to more features and assistance through a help desk to make the best use of the software. For ZWS and its member jurisdictions, Careit will make it much easier for staff to track and annually report the pounds of food donated within Sonoma County to CalRecycle.

IV. FUNDING IMPACT

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

V. ATTACHMENTS

Careit Software License Agreement 2023

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "**Agreement**"), effective as of February 1, 2023 (the "**Effective Date**"), is entered into by and between Careit Co, located at 1812 W Burbank Blvd. #5573, Burbank, California 91506 (the "**Licensor**") and Sonoma County Waste Management Agency, located at 2300 County Center Dr. STE B-100, Santa Rosa, CA 95407 (the "**Licensee**," together with Licensor, the "**Parties**," and each a "**Party**").

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

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

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

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

- e. **"Intellectual Property Rights"** means any and all registered and unregistered rights to plans, ideas, designs, or other intangible assets. Such rights are granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, right of publicity, other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- f. **"Law"** means any statute, code, ordinance, rule, regulation, constitution, order, treaty, precedent, judgment, or other legal requirements of any authority of competent jurisdiction, including, but not limited to, federal, state, local, or foreign governments, political agencies or subdivisions thereof, or any appropriate courts or tribunals.
- g. **"Licensed Software"** means the current software version and release number of Careit, any ancillary data files, modules, libraries, tutorials, or demonstration programs, and any Maintenance Releases provided to Licensee according to this Agreement.
- h. **"Licensee"** has the meaning set forth in the preamble.
- i. **"Licensor"** has the meaning set forth in the preamble.
- j. **"Maintenance Release"** means any update, upgrade, release, or other adaptation or modification of the Licensed Software or Documentation that Licensor may optionally and periodically provide to Licensee during the Term. Such release may include, but is not limited to, error corrections, enhancements, improvements, or other changes to the Licensed Software's functionality, compatibility, capabilities, performance, efficiency, user interface, or quality. Such release is separate and distinct from any New Version Licensor may choose to release during the Term.
- k. **"New Version"** means any new variant of the Licensed Software that Licensor may introduce and market from time to time as a distinct licensed product. A New Version may be indicated by Licensor's designation of a new version or release number. Licensor may make a New Version available to Licensee at an additional cost under a separate agreement or by written amendment.
- l. **"Parties"** mean the Licensor and Licensee collectively.
- m. **"Party"** means the Licensor or Licensee individually.
- n. **"Permitted Use"** means use of the Licensed Software by an authorized user for specific purposes agreed upon herein. Tracking food donations including weights, dates, locations, and partnering nonprofit organizations involved.
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license agreements include, but are not limited to, Apache License 2.0, BSD 3-Clause "New" or "Revised" license, BSD 2-Clause "Simplified" or "FreeBSD" license, GNU General Public License, GNU Library or "Lesser" General Public License, MIT License, Mozilla Public License 2.0, Common Development and Distribution License, Eclipse Public License, and any other obligations, restrictions, or license agreements that substantially conform to the "Open Source Definition" as prescribed by the Open Source Initiative or otherwise may require third-party disclosure or licensing if any source code of such software components is used or compiled.

p. **"Term"** has the meaning set forth in the Term section.

2. **LICENSE GRANT.** Subject to the terms and conditions of this Agreement and the Parties' compliance therewith, Licensor hereby grants to Licensee, solely for defined Permitted Use, a non-exclusive, non-sublicensable, and non-transferable license to use the Licensed Software and Documentation during the Agreement Term.

a. **Scope of Licensed Access and Use.** Licensee can install, use, and run an unlimited number of copies of the Licensed Software on any device or network.

b. **Open-Source Licenses.** Should the Licensed Software include any Open-Source Components, Licensee's use of the Open-Source Components will be governed by, and subject to, the terms and conditions of the related open-source and public licenses. Licensor will provide Licensee with the license name, author information, license source, access information, and other relevant information for Open-Source Components.

3. **LICENSE RESTRICTIONS.** Except as expressly permitted in this Agreement, and subject to the Open-Source Components if applicable, Licensee will not, and will not permit any third party to,

a. reproduce any portion of the Licensed Software for any purpose except as otherwise authorized in this Agreement;

b. decode, disassemble, reverse engineer, or otherwise attempt to derive or gain access to any portion the Licensed Software's source code;

c. adopt, build upon, correct, modify, translate, or otherwise improve or create derivative works of the Licensed Software;

d. lend, publish, rent, lease, sell, sublicense, assign, transfer, or otherwise make available to any third party not authorized within this Agreement the Licensed Software in any manner, including, but not limited to, access to the Licensed Software on the internet or any timesharing, service bureau, software as a service, cloud, or similar technology or service;

- e. breach or circumvent any disclosed or undisclosed security device or intended protection used for or contained in the Licensed Software or Documentation;
 - f. efface, alter, obscure, translate, combine, or otherwise change any trademarks, disclaimers, warranties, Documentation terms, Intellectual Property Rights, proprietary rights, or any symbols, notices, marks, serial numbers, or identification on or relating to any copy of the Licensed Software or Documentation;
 - g. use the Licensed Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or any applicable Law;
 - h. use the Licensed Software for the purposes of (i) comparative or competitive analysis of the Licensed Software; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage;
 - i. use the Licensed Software, alone or in part, in connection with any hazardous environments, systems, or applications; any safety response systems; any safety-critical applications; or any applications where the failure of the Licensed Software may reasonably and foreseeably lead to personal injury, severe physical damage, or severe property damage; or
 - j. use the Licensed Software, Documentation, or any Open-Source Components for any purpose not expressly permitted under Permitted Use or in any manner not expressly permitted by this Agreement or the controlling Open-Source License.
4. **TERM.** The initial term of this Agreement commences as of the Effective Date and will continue in effect for one year unless terminated earlier, pursuant to the Termination section under this Agreement ("**Initial Term**"). Licensee may renew this Agreement for three additional terms of one year each by providing Licensor written notice of its intent to renew at least sixty (60) days prior to the end of the Initial Term (the "**Renewal Terms**" and together with the Initial Term, the "**Term**"). If the Initial Term is renewed for a Renewal Term pursuant to this Section, the terms and conditions of this Agreement during the Renewal Term shall be the same as the terms and conditions in effect during the initial Term. If Licensee fails to provide timely notice of its intent to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the Initial Term.
5. **DELIVERY.** Licensor will deliver one copy of the Executive Dashboard Licensed Software and four copies of the Food Mover Annual Subscription electronically to Licensee on February 1, 2023. Up to four online training sessions in year one for Licensee staff, and four online training sessions in year one for business and nonprofits using the software may be requested, and additional two training sessions per year after.

6. **FEES AND TAXES.** In consideration of the rights granted to Licensee under this Agreement, Licensee agrees to pay to Licensors the following fees in accordance to the payment terms set forth in this Agreement:

- a. **License Fee.** The total license fee for this Agreement is \$12,000
- b. We are waiving the standard one-time charge for set-up, as the account holder will be adding their users in manually.
- c. **Taxes.** All fees are exclusive of taxes, duties, and other similar assessments. Licensee is responsible for all sales, service, use, exercise, and all other similar taxes, duties, and charges of any kind imposed by any governmental, federal, state, local, or regulatory authority on any amounts payable by Licensee hereunder. Notwithstanding the forgoing, Licensors are solely responsible for its own income tax.

7. **PAYMENT**

- a. **Payment Terms.** Licensee will pay all license fees due and owing under this Agreement on or before February 1, 2023. Licensee will make all payments in U.S. currency by check to the Notice address or by wire transfer to any account as Licensors may specify in writing from time to time.
- b. **Late Payment.** If any payment to Licensors is delinquent, then in addition to all other remedies available to Licensors,
 - i. Licensors may charge interest on the past due amount at a rate no higher than the highest rate permitted under applicable Law;
 - ii. Licensee must reimburse Licensors for all reasonable costs incurred to collect any and all late payment and associated interest amounts, including, but not limited to, any attorneys' fee, court costs, and collection agency fees; and
 - iii. if payment delinquency continues for five business days following written notice or demand for payment, Licensors may exercise any or all of the following remedies: (1) technologically disable Licensee's use of the Licensed Software; (2) withhold, suspend, or revoke this license grant; and (3) terminate this Agreement pursuant to the Termination section.

8. **TESTING AND ACCEPTANCE**

- a. **Acceptance Parameters and Testing.** Acceptance testing will be conducted by Licensors to establish whether the Licensed Software operates properly and in accordance with Documentation. Licensee will supply to Licensors suitable test data and the associated results Licensee reasonably expects to be achieved by using the

Licensed Software. Licenser will carry out testing, in the presence of Licensee or its authorized representative, upon a mutually acceptable date and time after delivery of Licensed Software.

b. Testing Failure. If the initial acceptance testing does not yield expected results, Licenser will, at its own cost, correct the errors and repeat the acceptance testing again under the same testing conditions as the initial test in the presence of Licensee or its authorized representatives. If the subsequent acceptance testing also fails to yield expected results and such failure is reasonably determined to be caused solely by the Licensed Software, Licensee may terminate this Agreement upon written notice to Licenser. On termination, Licenser will refund any and all license fees already paid by Licensee to Licenser under this Agreement. This is Licensee's sole and exclusive remedy for any unresolved acceptance testing failures.

c. Acceptance. Notwithstanding any acceptance testing rights, requirements, and obligations herein, Licensee is deemed to have accepted the Licensed Software if

i. the acceptance testing conducted by Licenser and witnessed by Licensee or its authorized representative is successful;

ii. Licensee fails to provide the acceptance test parameters or voluntarily forgoes the acceptance testing process; or

iii. Licensee commences intended use of Licensed Software irrespective of acceptance testing parameters, process, or result.

9. MAINTENANCE RELEASE. During the Term, Licenser may, at Licenser's sole option and discretion, provide Licensee with Maintenance Releases and updated Documentation. All Maintenance Releases are considered part of the Licensed Software and are subject to all applicable terms and conditions in this Agreement. Licensee agrees to install all Maintenance Releases as soon as practicable after receipt. Licenser agrees to provide any Maintenance Releases free of charge.

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

11. TITLE, INTELLECTUAL PROPERTY RIGHTS, AND INFRINGEMENT

a. Ownership. Licensee acknowledges and agrees that

i. Licenser is and will remain the sole and exclusive owner of all rights, title, and interest in and to the Licensed Software, Documentation, Maintenance Release, New Version, and all Intellectual Property Rights associated

herein, subject only to the rights of any disclosed third parties, within any Open-Source Components, and the limited license granted to Licensee under this Agreement;

- ii. the Licensed Software, Documentation, and Intellectual Property Rights are licensed, not sold, to Licensee. Licensee does not, has not, and will not acquire any ownership interest in the Licensed Software, Documentation, or any related Intellectual Property Rights through this Agreement;
- iii. nothing in this Agreement grants any implied rights to Licensee, including by implication, waiver, or estoppel, in any Intellectual Property Rights or other rights, title, or interest in any portion of the Licensed Software and Documentation; and
- iv. Licensee unconditionally and irrevocably assigns to Licensor its entire right, title, and interest in any Intellectual Property Rights that Licensee may have currently or in the future relating to the Licensed Software or Documentation, including any derivative works or patent improvement rights, however held or acquired.

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

- i. secure and protect the Licensed Software and Documentation from infringement, misappropriation, misuse, theft, or other unauthorized access through all commercially reasonable measures and precautions similar to those Licensee would employ to secure and protect its own intellectual property;
- ii. take all reasonable steps as Licensor may require and request to maintain the validity, enforceability, and ownership of all Licensor's Intellectual Property Rights herein;
- iii. promptly notify Licensor in writing if Licensee becomes aware of any actual or suspected infringement, misappropriation, misuse, theft, unauthorized access, or other violations of Licensor's Intellectual Property Rights in or relating to the Licensed Software or Documentation;
- iv. promptly notify Licensor in writing of any claim that the Licensed Software or Documentation, in whole or in part, infringes, misappropriates, or otherwise violates any rights, including Intellectual Property Rights, of other persons or entities; and
- v. fully cooperate with and assist Licensor in all commercially reasonable ways, including but not limited to providing records, information,

depositions, and testimonies, and at Licensor's sole expense, in any claim, suit, action, or proceeding to prosecute or defend Licensor's rights in the Licensed Software, Documentation, and any Intellectual Property Rights herein.

- c. **Licensee Data.** Licensor acknowledges that, as between Licensor and Licensee, Licensee owns all right, title, and interest, including all intellectual property rights, in and to all Licensee Data. Licensee hereby grants to Licensor a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and use and display all Licensee Data solely to the extent necessary for Licensor to provide the Licensed Software and fulfill any other obligations hereunder to Licensee. For purposes of this Agreement, "Licensee Data" means information, data, and other content, in any form or medium that is submitted, posted, transmitted, collected or received by or on behalf of Licensee or an authorized user through the Licensed Software. Notwithstanding the foregoing, Licensor shall have the right to collect and analyze Licensee Data and other information relating to the Licensed Software to assess, improve and enhance the Licensed Software; provided, that all such data shall be treated as confidential and used in a manner such that a third party would be unable to associated with Licensee. Licensor shall, upon request from Licensee, provide Licensee with a copy of any, and all, Licensee Data (in Excel format). Any such request may be made during the Term of this Agreement, or within a reasonable time after this Agreement is terminated. This section shall survive termination of the Agreement.

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

13. VERIFICATION

- a. **Verification.** At Licensor's written request, Licensee will confirm in writing the actual scope of Licensee's access and use of Licensed Software and list all locations of actual use if applicable.
- b. **Excessive Use Result.** If the verification determines that Licensee's Licensed Software use exceeds the usage or scope permitted by this Agreement, Licensee

agrees to pay Licensor all amounts due for excessive use of the Licensed Software as negotiated at such time.

14. **CONFIDENTIALITY**

- a. Confidential Information.** In connection with this Agreement, each Party may disclose or make available to the other Party Confidential Information which includes, but is not limited to, the Licensed Software, Documentation, and any terms of this Agreement.
- b. Exclusions and Exceptions.** Confidential Information excludes information that
 - i.** was rightfully and lawfully known to the recipient without any restrictions on use or disclosure prior to disclosure by disclosing Party in connection with this Agreement;
 - ii.** was or becomes part of the public domain by means other than by the recipient or any of the recipient's representatives' violations of this Agreement;
 - iii.** was or is received by the recipient on a non-confidential basis from a third party that was not, or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
 - iv.** was or is independently developed by the recipient without reference to or use of any Confidential Information.
- c. Protection of Confidential Information.** As a condition of receiving any Confidential Information, the recipient will, for twenty years,
 - i.** only access or use Confidential Information if absolutely necessary to exercise the recipient's rights or perform the recipient's obligations under this Agreement;
 - ii.** except when compelled by Law, not disclose or permit access to Confidential Information other than to the recipient's representatives on a need-to-know basis for the recipient to exercise its rights or perform its obligations under this Agreement, under strict information and understanding of the confidential nature of Confidential Information and the recipient's obligations to protect Confidential Information, and with acknowledgment from such representatives that they too are bound by the confidentiality and restricted use obligations set forth herein;
 - iii.** use, at minimum, the same degree of care that recipient uses to protect its own similarly sensitive information, and no less than a generally

commercially reasonable degree of care, to secure and protect Confidential Information from unauthorized use, access, or disclosure;

- iv. promptly notify the disclosing Party in writing of any actual or suspected unauthorized use or disclosure of Confidential Information and cooperate with disclosing Party by taking all reasonable steps to prevent further unauthorized use or disclosure; and
 - v. ensure recipient's representatives comply with the terms of this section and are responsible and liable for their noncompliance, if any.
- d. **Trade Secrets Confidentiality Duration.** Notwithstanding any other provisions in this Agreement, the recipient is obligated to protect any Confidential Information that constitutes as trade secrets under any applicable Law until such Confidential Information ceases to qualify for trade secret protection by operation of Law.
- e. **Compelled Disclosure.** To the extent permitted by Law, if the recipient or its representatives are compelled by Law to disclose any Confidential Information, the recipient must promptly, and prior to such disclosure, notify the disclosing Party in writing of such requirement to allow the disclosing Party the opportunity to seek a protective order or other legal remedy. The recipient must also provide reasonable assistance to the disclosing Party to oppose such disclosure, to seek a protective order, or to seek other disclosure limitations or remedies. If disclosure is unavoidable, the recipient may disclose only such Confidential Information that recipient is legally required to disclose. Upon disclosing Party's request, the recipient must use commercially reasonable efforts to obtain assurances of confidential treatment of all compelled Confidential Information from the applicable court or legal authority.

15. TERMINATION. This Agreement may be terminated at any time

- a. by Licensor if Licensee fails to make payment where such failures continue more than five business days after the due date, effective on written notice of termination to Licensee;
- b. by either Party for the other Party's material breach of this Agreement that is incurable or uncured by breaching party for 30 days after being served with notice of breach and demand for cure, effective on written termination notice to the breaching Party;
- c. by Licensor, effective immediately irrespective of written notice, if Licensee
 - i. is dissolved or liquidated or takes any corporate action for such purposes;
 - ii. becomes insolvent or is generally unable to pay its debts as they become due;

- iii. becomes the subject of any bankruptcy proceedings, voluntary or involuntary, under any domestic or foreign bankruptcy or insolvency Law;
 - iv. makes or seeks to make a general assignment for the benefit of its creditors; or
 - v. applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property; and
 - d. by both Parties upon mutual written agreement.
- 16. TERMINATION OR EXPIRATION EFFECTS.** Upon early termination or the natural expiration of this Agreement,
- a. all licenses, rights, and authorizations granted to Licensee herein will immediately terminate and Licensee will
 - i. promptly cease all use of the Licensed Software and Documentation;
 - ii. within five business days deliver to Licensor, or at Licensor's written request, destroy and permanently erase from all Licensee's and their representatives' devices, equipment, and systems, the Licensed Software, Documentation, and all Licensor's Confidential Information; and
 - iii. certify in writing that Licensee, and any of Licensee's representatives, has complied with the termination requirements herein; and
 - b. all amounts payable of any kind under this Agreement are immediately due and payable effective on the expiration date or early termination date.
- 17. MUTUAL REPRESENTATIONS AND WARRANTIES.** Each Party represents, warrants, and covenants to the other Party that
- a. it is duly established, validly existing, and in good standing to conduct business as a sole proprietorship, partnership, company, corporation, trust, organization, or any other valid entity under the Laws of its jurisdiction;
 - b. it has the full right, power, and authority to enter into this Agreement;
 - c. it is capable of performing its obligations and granting any licenses, rights, and authorizations specified under this Agreement;
 - d. the executing representative for each Party is duly authorized to represent each Party in this Agreement by all necessary business formalities and organizational actions; and
 - e. this Agreement is legal, valid, binding on, and enforceable against each Party when fully and mutually executed and delivered.

18. LIMITED WARRANTY

- a. **Warranty.** Licenser warrants to Licensee, for 365 calendar days from the Effective Date or for the Term, whichever is less, that
 - i. the Licensed Software substantially conforms in all material respect to the Documentation specifications when it is installed, operated, and used as recommended in the Documentation and in accordance with this Agreement;
 - ii. all Maintenance Releases, when correctly and promptly installed in compliance with the Documentation and this Agreement, will not materially affect the Licensed Software's functionality; and
 - iii. any storage media on which the Licensed Software may be provided will be free of substantial defect under normal use.
- b. **Conditions.** Licenser's aforementioned limited warranties are valid and apply only if Licensee complies with the following conditions:
 - i. Licensee notifies Licenser in writing of any warranty breach during the limited warranty period.
 - ii. Licensee promptly installs all Maintenance Releases that Licenser previously made available to Licensee in order of distribution.
 - iii. Licensee is in compliance with and current on all terms and conditions of this Agreement, including the payment terms, as of the warranty breach notification date.
- c. **Exceptions.** Notwithstanding any provisions to the contrary, Licenser's aforementioned limited warranties are not valid and do not apply to problems arising out of or relating to
 - i. any modification or damage to the Licensed Software or its storage media caused by the Licensee or its representatives;
 - ii. any Licensed Software operation or use not expressly specified and permitted in the Documentation or this Agreement, including incorporating the Licensed Software in or with any non-Licenser approved technology or service unless otherwise expressly permitted by Licenser in writing;
 - iii. Licensee's, its representatives', or any third party's negligence, abuse, misapplication, or misuse of the Licensed Software, including any use not expressly specified and permitted in the Documentation or otherwise expressly authorized by Licenser in writing;

- iv. Licensee's failure to promptly install the Maintenance Releases previously provided by Licensor in the order it was received;
 - v. Licensee's or a third party's system or network;
 - vi. any Open-Source Components, beta software, incomplete sample, demonstration or testing software, temporary software modules, or any software for which Licensor does not receive a license fee;
 - vii. Licensee's breach of any material provision of this Agreement; or
 - viii. any other causes or conditions outside Licensor's reasonable control.
- d. **Remedy.** If Licensor breaches, or is alleged to have breached, any limited warranties herein, Licensor may, at its sole option and expense, take any of the following steps to appropriately remedy such breach:
- i. Repair the Licensed Software.
 - ii. Amend, supplement, or replace any incomplete or inaccurate Documentation.
 - iii. Replace the Licensed Software or Maintenance Releases with functionally equivalent software that, upon its replacement, constitutes the Licensed Software hereunder.
 - iv. Replace any defective storage media on which Licensor provided the Licensed Software.
 - v. Terminate this Agreement and, provided that Licensee fully complies with its post-termination obligations, promptly prorate and refund Licensee any prepaid amount by Licensee for any period after the termination date.
- e. **Sole Remedy.** Should Licensor fail to cure a warranty breach or terminate this Agreement within a reasonable time period after Licensor's receipt of Licensee's timely written notice of such breach, Licensee can terminate this Agreement as provided herein. Provided Licensee fully complies with its post-termination obligations, Licensor must promptly prorate and refund Licensee any prepaid amount by Licensee for any period after the termination date. THIS IS LICENSEE'S SOLE REMEDY AND LICENSOR'S ENTIRE OBLIGATION AND LIABILITY FOR ANY LIMITED WARRANTY BREACH UNDER THIS AGREEMENT.
- f. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND FOR THE EXPRESS LIMITED WARRANTIES HEREIN, ALL LICENSED SOFTWARE, DOCUMENTATION, MAINTENANCE RELEASE, PRODUCTS, INFORMATION, MATERIAL, AND SERVICES

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19. INDEMNIFICATION

- a. **Licensor Indemnification.** Licensor will indemnify, defend, and hold harmless Licensee, its officers, directors, employees, agents, affiliates, and other representatives from and against any and all losses incurred by Licensee arising from any third-party action, suit, or claim that alleges the Licensed Software, or any use of the Licensed Software in accordance with this Agreement, infringes any Intellectual Property Rights.
- b. **Licensor Indemnification Exceptions.** The foregoing Licensor indemnification does not apply to the extent that such actions or losses arise from any allegation of or relating to any
 - i. unauthorized, unlicensed, and unpermitted modification of the Licensed Software without Licensor's express knowledge, written consent, and in direct contradiction to Licensor's Documentation specifications;
 - ii. unauthorized, unlicensed, and unpermitted use of the Licensed Software outside the purpose, scope, or manner authorized by this Agreement or in any manner contrary to Licensor's instructions;

- iii. Open-Source Components, other third-party materials, or any material outside of Licensor's exclusive control;
 - iv. failure to promptly install and implement any Maintenance Release or Licensed Software replacement in order received and made available to Licensee by Licensor;
 - v. Licensed Software use after Licensee's receipt of Licensor's written notice that such continued use may be alleged to or actually infringe upon, misappropriate, or otherwise violate a third party's rights;
 - vi. Open-Source Components or other third-party materials;
 - vii. negligence, abuse, misapplication, or misuse of the Licensed Software by or on behalf of Licensee, its representatives;
 - viii. causes or conditions outside Licensor's commercially reasonable control, including, but not limited to, any third-party equipment error or Licensee's own system bugs, defects, or malfunctions; or
 - ix. actions or losses for which Licensee is obligated to indemnify Licensor pursuant to this Agreement.
- c. **Licensee Indemnification.** Licensee will indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, and other representatives from and against any and all losses incurred by Licensor due to any third-party actions, claims, or suits should such losses relate to any allegation
- i. that any rights, including Intellectual Property Rights, is or will be infringed, misappropriated, or otherwise violated by Licensee's unauthorized Licensed Software use in a manner inconsistent with the license grant in this Agreement and Documentation;
 - ii. of or relating to matters that would be deemed a Licensee breach of representation, obligation, covenant, or warranty under this Agreement if proven true;
 - iii. of or relating to negligence, abuse, misapplication, misuse, or other culpable acts or omissions by or on behalf of Licensee or its representatives with respect to the Licensed Software or otherwise in connection with this Agreement; or
 - iv. of or relating to the unauthorized, unlicensed, and unpermitted use of the Licensed Software or Documentation outside the purpose, scope, or manner authorized by this Agreement or in any manner contrary to Licensor's instructions.

- d. Mitigation.** Should Licensor believe the Licensed Software, in whole or in part, may be claimed by any third party to be in violation of another's Intellectual Property Right, or if Licensee's use of the Licensed Software is enjoined or threatened to be enjoined, Licensor may mitigate the situation at its own option and expense by
- i.** obtaining the right from the appropriate third party for Licensee to continue to use the Licensed Software materially as intended in and for the Term duration of this Agreement;
 - ii.** modifying or replacing the Licensed Software to the extent that it becomes non-infringing while still providing the materially equivalent features and functionalities of the original software, and such modification or replacement will constitute the Licensed Software thereunder; or
 - iii.** terminating this Agreement, in whole or in part, effective immediately upon written notice to Licensee and, provided that Licensee fully complies with its post-termination obligations, promptly prorate and refund Licensee any prepaid amount by Licensee for any period after the termination date.
- e. Sole Remedy.** THIS SECTION CONSTITUTES LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE OBLIGATIONS AND LIABILITIES FOR ANY CLAIMS OR ALLEGATIONS, WHETHER ACTUAL OR THREATENED, THAT THIS AGREEMENT, SOFTWARE, DOCUMENTATION, OR ANY SUBJECT MATTER HEREOF, INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

- 20. LIMITATION OF LIABILITY.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCE, INCLUDING WHERE PARTIES WERE ADVISED THAT LOSSES OR DAMAGES WERE POSSIBLE OR FORESEEABLE, WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY: COST INCREASE; BUSINESS, PRODUCTION, REVENUES, OR PROFITS LOST; VALUE DIMINUTION; REPUTATIONAL LOSS; DAMAGED GOOD WILL; USE, INABILITY TO USE, DELAY, INTERRUPTION, LOSS, OR RECOVERY OF ANY LICENSED SOFTWARE, OPEN-SOURCE COMPONENTS, OR ANY THIRD-PARTY MATERIALS; DATA OR SYSTEM SECURITY BREACH, CORRUPTION, DAMAGE OR RECOVERY; REPLACEMENT COST OF GOODS, SOFTWARE, OR SERVICES; OR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY.

21. **EXPORT REGULATION.** Licensee acknowledges that the Licensed Software may be subject to applicable United States export Laws, including the United States Export Administration Act and its associated regulations. Licensee agrees to comply with provisions of such export Laws. Compliance may include, but is not limited to, obtaining any and all necessary export license or other governmental approval. Licensee shall not itself or permit any third party to directly or indirectly export, re-export, or release the Licensed Software, or use the Licensed Software, in any country prohibited or restricted under United States export Laws.
22. **FORCE MAJEURE.** Neither Party will be liable to the other by reason of failure or delay in the performance of this Agreement if the failure arises out of any circumstance beyond such Party's reasonable control, including acts of God, flood, fire, natural disaster, war, terrorism, invasion, riot, civil unrest, embargos, national or regional emergency, strikes, labor disruptions, Law changes, or power or telecommunication interruptions or shortages. The Party failing or delaying in performance of this Agreement due to circumstances beyond their control must give prompt written notice to the other Party stating the estimated length of time the occurrence is expected to continue. Either Party may terminate this Agreement if such uncontrollable circumstance continues for longer than 30 days.
23. **GENERAL PROVISIONS**
- a. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, or any other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party shall have the authority to bind the other in any manner.
- b. **Notices.** Notices will be deemed effectively given when received if delivered by hand; when received if sent by a nationally recognized courier with required signature upon receipt; when sent if delivered by email with transmission confirmation and sent during receiving party's normal business hours; and on the next business day if delivered by email with transmission confirmation and sent after normal business hours.

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

i. **Licensor**

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

Email: hello@careitapp.com

ii. **Licensee**

Address: 2300 County Center Dr. STE B-100, Santa Rosa, CA 95407

Email: xinci.tan@sonoma-county.org

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

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

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

24. SIGNATURES

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

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

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

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

CAREIT CO

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

**SONOMA COUNTY WASTE MANAGEMENT
AGENCY**

Name: Leslie Lukacs
Title: Executive Director

ATTEST:

Name:

Title: Zero Waste Sonoma Legal Counsel