

Meeting of the Board of Directors

March 16, 2023 REGULAR MEETING

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

Estimated Ending Time 11:30 a.m.

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

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

March 16, 2023

REGULAR MEETING

Closed Session begins at 9:00 a.m.

Regular Session begins at 9:30 a.m. or immediately following Closed Session

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Note: This packet is 47 pages total



Zero Waste Sonoma

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PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-2722 by 5:00 pm Wednesday, March 15th. 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 <u>leslie.lukacs@sonoma-county.org</u> 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.



<u>Agenda</u>

Item

- 1. Call to Order
- CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Sec. 54956.8) Property: 5885 Pruitt Avenue Windsor, CA 95492 Agency Negotiators: Leslie Lukacs, Ethan Walsh Negotiating Parties: David M. Carroll, John M. Shea II Under Negotiation: Price and terms of payment
- 3. Adjourn Closed Session / Call to Order Regular Meeting
- 4. Agenda Approval
- 5. Public Comments (items not on the agenda)

<u>Consent</u> (w/attachments)

- 6.1 Minutes of the February 16, 2023 Meeting
- 6.2 February, March, and April 2023 Outreach Calendar
- 6.3 ZWS FY 2023/24 Final Budget

Regular Calendar

- 7. Public Hearing for the Consideration of Organics Disposal Fee and ZWS Fee Increase [Collard]
- Consideration of an Agreement with Sparkl Reusables to Conduct a Reusable Foodware Infrastructure & Services Pilot Program and Approval of Estimated Cost for Services and Associated Fees [Pagal]
- 9. Boardmember Comments NO ACTION
- 10. Executive Director Report VERBAL REPORT
- 11. Staff Comments NO ACTION
- 12. Next ZWS meeting: April 20, 2023
- 13. 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



То:	Zero Waste Sonoma Board Members
From:	Leslie Lukacs, Executive Director
Subject:	March 16, 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.

- 6.1 Minutes of the February 16, 2023 Meeting
- 6.2 February, March, and April2023 Outreach Calendar
- 6.3 ZWS FY 2023/24 Final Budget

Regular Calendar

7.1 Public Hearing for the Consideration of Organics Disposal Fee and ZWS Fee Increase

Staff recommends opening the public hearing on the increase of the Sonoma County Waste Management Agency surcharge and tipping fees related to wood waste and yard debris receiving public comment, closing the public hearing, and providing direction to staff regarding the amount of the tipping fee increases, if any. **Staff recommends the adoption of the Resolution making the fee adjustments effective April 1, 2023.**

7.2 Consideration of an Agreement with Sparkl Reusables to Conduct a Reusable Foodware

Infrastructure & Services Pilot Program and Approval of Estimated Cost for Services and Associated Fees A reusable foodware RFP totaling \$75,000 was approved as part of the final FY 22-23 budget by the Board at the February 17, 2022 regular meeting. On November 18, 2022, staff issued the RFP for a Sonoma County Reusable Foodware Infrastructure & Services. Upon receiving only one proposal, Staff decided to recirculate the RFP with a new deadline of February 17, 2023 at 5:00 pm. Proposals were received Sparkl Reusables of Alameda, CA, the Reusability Company of New York, NY, and SmartWare Labs, Inc. d.b.a. Foodware of Berkeley, CA prior to the deadline. Staff recommends the Board execute the Agreement with Sparkl Reusables for a Sonoma County Reusable Foodware Infrastructure and Services Pilot Program and approve the projected cost of services totaling \$75,000 effective from the execution date through completion of services expected June 30, 2025.



Minutes of the February 16, 2023 Meeting

Zero Waste Sonoma met on February 16, 2023, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

Board Members Present:

City of Cloverdale – Melanie Bagby City of Cotati – Damien O'Bid City of Healdsburg – Larry Zimmer City of Petaluma – Patrick Carter City of Rohnert Park – Emily Sanborn City of Santa Rosa – Dianna MacDonald City of Sebastopol – Sandra Maurer 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, Sloane Pagal Agency Clerk: Thora Collard

1. Call to Order Regular Meeting

Regular session was called to order at 9:02 a.m. Introductions

2. Agenda Approval

3. Public Comments (items not on the agenda)

Alan Tosse, Stage Gulch Organics, commented on the CalRecycle grant that was just issued for compost facility expansion. They are interested in partnering with ZWS to apply for this grant.

Diana Rich, Sebastopol City Council, commented on her appreciation of the agency and its staff. Happy to have the new board member joining the ZWS board.

4. <u>Consent</u> (w/attachments)

- 4.1 Minutes of the January 19, 2023 Meeting
- 4.2 January, February, and March 2023 Outreach Calendar
- 4.3 ZWS FY 2022/23 Second Quarter Financial Report

Public Comments:

None

Motion: For approval of the consent calendar.

First: City of Petaluma – Patrick Carter Second: City of Santa Rosa – Dianna MacDonald

February 16, 2023 - SCWMA Meeting Minutes

Vote Count:

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

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0- Motion passed.

Regular Calendar

5. Discussion and Possible Action on the Fiscal Year 2023-24 Work Plan [Collard]

Board Comments/Action Items:

- What is the status of the compost rebate program? Is it being utilized?
- Is there collateral available to share with jurisdictions on the compost rebate program?

Public Comments:

None

Motion: To approve the FY 2023/24 draft Work Plan.

First: City of Petaluma – Patrick Carter Second: City of Santa Rosa – Dianna MacDonald

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. Discussion and Possible Action on the Fiscal Year 2023-24 ZWS Draft Budget [Collard]

Board Comments/Action Items:

- Is there enough funding in training?
- How do the rates work?
- This budget is based upon raising fees, how does that work?
- Cold Creek Compost has an increase and a decrease to Redwood, can you elaborate

February 16, 2023 - SCWMA Meeting Minutes

Public Comments:

None

Motion: Motion to approve the draft budget and return at the March 16, 2023 board meeting for final approval.

First: City of Cotati – Damien O'Bid Second: Town of Windsor – Deb Fudge

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: March 16, 2023
- 11. Adjourn: 9:39 am

Submitted by: Thora Collard



ITEM: February, March, April 2023 Outreach Calendar

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
2/7/23	2/7/23	8:00 AM	11:00 AM	Petaluma DMV
2/9/23	2/9/23	10:00 AM	11:30 AM	CalRecycle HHW Conference: Solar Panel Presentation (Courtney Scott)
2/11/23	2/11/23	10:00 AM	4:00 PM	14th Annual Steelhead Festival – Geyserville
2/13/23	2/13/23	8:00 AM	11:00 AM	Santa Rosa DMV
2/17/23	2/20/23	4:00 PM	8:00 PM	HHW Collection Event – Cotati
2/15/23	2/15/23	12:00 PM	9:00 PM	Cloverdale Citrus Fair
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
2/27/23	2/27/23	8:00 AM	11:00 AM	Petaluma DMV
2/28/23	2/28/23	4:00 PM	8:00 PM	HHW Collection Event – Kenwood

March 2023 OUTREACH

Start date	End date	Start time	End time	Event
3/1/23	3/1/23	8:00 AM	11:00 AM	Petaluma DMV
3/7/23	3/7/23	4:00 PM	8:00 PM	HHW Collection Event – Monte Rio
3/11/23	3/11/23	9:00 AM	5:00 PM	Mattress Recycling – Graton
3/11/23	3/11/23	10:00 AM	4:00 PM	North Bay Science Discovery Day – Santa Rosa
3/10/23	3/12/23	9:00 AM	5:00 PM	E-Waste Recycling Event – Graton
3/14/23	3/14/23	4:00 PM	8:00 PM	HHW Collection Event – Oakmont
3/18/23	3/18/23	10:00 AM	2:00 PM	Compost Giveaway – Bodega Bay
3/20/23	3/20/23	8:00 AM	11:00 AM	Santa Rosa DMV
3/21/23	3/21/23	4:00 PM	8:00 PM	HHW Collection Event – Windsor
3/22/23	3/22/23	8:00 AM	11:00 AM	Petaluma DMV
3/28/23	3/28/23	4:00 PM	8:00 PM	HHW Collection Event – Petaluma

April 2023 OUTREACH

Start date	End date	Start time	End time	Event
4/1/23	4/1/23	9:00 AM	12:00 PM	Compost Giveaway – Windsor
4/2/23	4/2/23	9:00 AM	12:00 AM	Compost Giveaway – Sebastopol
4/4/23	4/4/23	4:00 PM	8:00 PM	HHW Collection Event – Sebastopol
4/7/23	4/9/23	9:00 AM	5:00 PM	E-Waste Recycling Event – Sonoma
4/8/23	4/8/23	9:00 AM	5:00 PM	Mattress Recycling – Sonoma
4/11/23	4/11/23	4:00 PM	8:00 PM	HHW Collection Event – Sonoma
4/19/23	4/19/23	11:00 AM	1:00 PM	SRJC Fix-it Clinix – Santa Rosa
4/21/23	4/21/23	9:00 AM	12:00 PM	Compost Giveaway – Larson Park/Springs
4/22/23	4/22/23	12:00 PM	4:00 PM	Santa Rosa Earth Day
4/22/23	4/23/23	9:00 AM	5:00 PM	E-Waste Recycling Event – Monte Rio
4/22/23	4/23/23	10:00 AM	5:00 PM	50 th Annual Bodega Bay Fisherman's Festival
4/23/23	4/23/23	10:00 AM	1:00 PM	Compost Giveaway – Cazadero
4/23/23	4/23/23	9:00 AM	3:00 PM	Compost Giveaway – Petaluma
4/25/23	4/25/23	4:00 PM	8:00 PM	HHW Collection Event – Cloverdale



Agenda Item #:6.3Cost Center:AllStaff Contact:CollardAgenda Date:3/16/2023Approved By:LL

ITEM: Approval of the Fiscal Year 2023-24 ZWS Final Budget

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the FY 23-24 Zero Waste Sonoma Final Budget. As this item is a budget item, it requires a super-majority (8/10) vote for approval.

II. BACKGROUND

The approval of the Work Plan outlining contractor and staff costs for individual programs and planned projects is the first step in the budget development process. The Board gave staff direction regarding the Work Plan at the February 16, 2023 meeting.

At the February meeting the Board also reviewed the Draft Budget, which includes establishing funding guidelines and other parameters necessary to integrate the ZWS's annual budget with the County's budget, accounting, and audit process. The final step is the Board's approval, with a required supermajority vote, of the Final Budget.

III. DISCUSSION

The FY 23-24 Draft Budget is similar to the FY 22-23 Budget. This draft budget is focused on maintaining core ZWS programs and additional programs related to the implementation of SB1383.

Included in this budget is an increase to the ZWS surcharge and organics tipping fee. Staff had anticipated increasing the ZWS Fee in the current fiscal year. In February 2021 the staff reported to the Board on a financial strategy for financing of a new HHW facility. At that time, R3 Consulting prepared a fifteen year fee schedule to achieve those goals. Staff recommends increasing the ZWS Fee \$.65/ton (new rate \$8.60/ton) to stay in line with the scheduled increases and make a full contribution to the Debt Servicing Reserve Fund. Staff is requesting an increase of \$4.00/ton to the Organics tipping fee (new rate \$82.00/ton) to cover the annual price increases to organics processing fees. Increases to the operating costs of organics processing has increased higher than the \$4.00/ton will cover, but staff recommends drawing down from reserves in the amount of \$540,700. The new fee increase will be effective starting April 1, 2023.

Rate Type	Current ZWS Surcharge Rate FY 22/23	Proposed ZWS Surcharge Rate FY 23/24	Difference
Gate Rate	\$7.95	\$8.60	\$0.65
Organics Tip Fee	\$78.00	\$82.00	\$4.00

Explanation of Notable Differences Between FY 2022-23 and FY 2023-24

State Other Funding

There was an 52% decrease in this account due to a decrease in grant funding. Last year's budget contained the full grant awards, as we enter the second year of implementation of the grants there is less funding available.

Outside Counsel

Staff requests a reduction in appropriations to reflect the reduced usage of counsel.

Outside Printing

Printed outreach campaigns were completed in FY 22/23, so there is a budget reduction to reflect that decrease.

Other Professional Services

Other Professional Services is the expenditure line item for the grants. The reduction of grant funding this year is reflected here. It is a correlation to the reduction to the revenue line for the completed grants.

ISD Baseline Services

This account if for the computer and networking services for staff. The decrease to this line item more accurately capture costs.

Special Department Expense

The increase to this line item is due to the increase contractor costs for e-waste recycling.

Other Contractor Expense

The increase to this line item is due to the increase in multiple contractor costs for organics hauling/processing and HHW facility management.

Memberships/Certifications

The increase in this line item is for the annual cost of the Careit software for food rescue.

Special Department Expense

The increase in this line item is to account for contracting services with Environmental Health for inspections of food recovery facilities in the amount of \$10,000. There is also \$8,000 budgeted for ongoing fix-it clinics.

51916 - County Services

This line item is used for the cost share of overhead charged by Sonoma Public Infrastructure (formerly TPW).

Conclusion

This budget reflects the changes needed to implement the programs outlined in the FY23/24 Work Plan. Between all funds, staff estimates a net cost of this budget (reduction of fund balances) in the amount of \$32,224 for the Fiscal Year. The fund balance reduction is for one-time contingency fund projects and would only be fully realized if a location was found for a new HHW facility. This budget also plans for a full recommended contribution to the debt servicing reserve fund. Education and HHW core programs are projected to operate within the budget with no draw down to reserves. Staff recommends a one-time draw down to the Organics Reserves to flatten the organics tipping fee over the next couple of years. As all of the reserve funds remain above reserve fund goals, staff believes it is a sensible budget which reflects the direction given to staff.

IV. ATTACHMENTS

Final FY 2023-24 Budget History and Fund Balances Resolution

Zero Waste Sonoma FY 23-24 Final Budget Summary

	Organics	HHW	Ed & Outreach	Organics Res.	Contin. Res.	Unfund Liab	Dabt Sry P	Total All
	78111	78104	78110	78103	78109	78112	Debt SIV.N	Divisions
REVENUES	70111	78104	/8110	78105	78105	70112		DIVISIONS
42358 State Other Funding	818,500	186,560	1,347,000	-	-			2,352,060
42601 County of Sonoma	7,396,236	2,644,747	869,867	-	-			10,910,850
44002 Interest on Pooled Cash	7,330,230	9,414		29,289	41,567	9,838		90,107
46029 Donations/Contributions		221,980	71,694	-	- +1,507	5,858		293,674
47101 Transfers In - w/in Fund	540,700	-	-				745,000	1,285,700
TOTAL REVENUES	8,755,436	3,062,700	2,288,561	29,289	41,567	9,838	745,000	14,932,390
TOTAL REVENCES	8,733,430	3,002,700	2,200,501	23,203	41,507	5,858	743,000	14,552,550
EXPENDITURES								
51041 Insurance - Liability	9,180	2,025	2,295	_	_			13,500
51071 Maintenance	3,200	15,000	2,233					15,000
51201 Administration Services	401,704	280,866	560,538	29,289	106,051			1,378,448
51205 Ad/Marketing Svc		17,000	2,500	-	-			19,500
51206 Accounting/Auditing Servic	10,200	2,250	2,550	1,000	1,000	1,000	1,000	19,000
51207 Client Accounting Services	20,400	4,500	5,100	-	-	1,000	1,000	30,000
51212 Legal Services	5,000	4,000	15,000	10,000	20,000			54,000
51212 Engineer Services	5,000	-,000	-	-				-
51214 Temp Services								-
51225 Training Services		1,600		_	-			1,600
51229 Hazardous Waste Disposal		30,000						30,000
51241 Outside Printing		30,000	3,500					3,500
51249 Other Professional Services	798,500	176,548	1,325,427		-			2,300,475
51401 Rents / Leases - Equipment	2,040	450	510					3,000
51421 Rents / Leases - Bldg/Land	2,040	14,614	4,446					21,842
51507 Special Departmental Exp.	2,785	174,300	4,440	-	_			174,300
51803 Other Contract Services	7,432,095	1,535,940	40,000	_	125,000			9,133,035
51805 Sponsorships	7,432,095	1,555,940	40,000 5,000	-	125,000			5,000
51901 Telecommunication Data Li	2,100	3,150	11,550					16,800
51902 Telecommunication Usage	2,100	156	1,185					1,367
51904 ISD - Baseline Services	20,088	8,640	1,185					40,500
51906 ISD - Supplemental Projects	-	8,040	11,772		-			40,500
51909 Telecommunication Wirele	-	2,040	5,700		-			7,740
51911 Mail Services	250	100	500					850
51915 ISD - Reprographics Service		100	500					850
51916 County Services	31,433	11,187	- 11,695	379	217			54,911
51919 EFS Charges	-	-	-	-	-			-
51922 County Car Expense	1,020	225	255		-			1,500
51923 Unclaimable County Car Ex	1,020	225	50					50
52091 Memberships/Certification	12,510	6,333	33,516		-			52,359
52111 Office Supplies	2,000	2,500	15,220	1,000	1,000			21,720
52114 Freight/Postage	2,000	2,500	15,220	1,000	1,000			15,000
52114 Freight/Postage	- 629	120	15,000					925
52113 Subscriptions 52118 Print Supplies (Zero Waste (139	6,400					6,400
		216	168,245		40.000			209,440
52162 Special Departmental Expe 52163 Professional Development	2,500	10,900	,	-	40,000	-	-	41,020
•	2,500	6,132	27,620	-	-			41,020 6,132
52191 Utilities Expense SUBTOTAL	- 8 755 196	,	-	A1 660	202 260	1 000	1 000	
	8,755,436	2,310,811	2,275,731	41,668	293,268	1,000	1,000	13,678,914
OTHER CHARGES		745 000		E 40 700				1 205 200
57011 Transfers Out - within a Fur		745,000	-	540,700	-			1,285,700
57015 Transfers Out - All Others	-	-	-	-	-			-
	-	745,000	-	540,700	-	1 000	1 000	1,285,700
TOTAL EXPENDITURES	8,755,436	3,055,811	2,275,731	582,368	293,268	1,000	1,000	14,964,614
NET COST	0	(6,889)	(12,830)	553,079	251,702	(8,838)	(744,000)	32,224

	FY 23-24 FINAL BUDGET ZERO WASTE SONOMA REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY Summary									
	Actual FY 17-18	Actual FY 18-19	Actual FY 19-20	Actual FY 20-21	Actual FY 21-22	Budgeted FY 21-22	Estimated FY 21-22	Reqested FY 22-23	Difference	% Change
REVENUES	F1 17-10	FT 10-19	FT 19-20	FT 20-21	F1 21-22	FT 21-22	FT 21-22	F1 22-23	Difference	Change
42358 State Other Funding	217,306	303,686	309,081	323,080	570,367	3,567,729	2,367,729	2,352,060	(1,215,669)	-52%
42601 County of Sonoma	6,830,677	7,549,381	8,717,517	8,962,064	9,632,164	10,733,237	10,733,237	10,910,850	177,612	2%
44002 Interest on Pooled Cash	94,167	152,137	151,422	65,394	50,563	60,735	60,735	90,107	29,372	33%
44050 Unrealized Gains and Losses	(15,156)	88,779	(21,917)	(45,119)	(320,191)	0	0	0	0	0%
46029 Donations/Contributions	329,620	219,305	204,692	202,950	234,302	282,079	282,079	293,674	11,595	4%
46050 Cancelled/Stale Dated Warrants	(8,934)	5,757	461	0	144	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	(535)	28,994	10,327	7,287	86,336	0	0	0	0	0%
46210 Refunds	0	698	47,616	0	0	0	0	0	0	0%
SUBTOTAL	7,447,145	8,348,737	9,419,199	9,515,657	10,253,685	14,643,780	13,443,780	13,646,690	(997,090)	-7%
47101 Transfers In - Within a Fund	55,928	0	0	0	0	745,000	745,000	1,285,700	540,700	0%
48004 Residual Equity Transfers SUBTOTAL	0 55,928	3,660,876 3,660,876	0	0	0	0 745,000	0 745,000	0 1,285,700	0 540,700	0% 0%
			-						,	
TOTAL REVENUES	7,503,073	12,009,612	9,419,199	9,515,657	10,253,685	15,388,780	14,188,780	14,932,390	(456,390)	-3%
PENDITURES	10 453	10.440	14 470	11 (22	10 500	12.000	12 220	10 500	500	40/
51041 Insurance - Liability 51071 Maintenance - Bldg	10,152 0	10,440	11,179	11,632	12,562	13,000 15,000	13,228 0	13,500 15,000	500 0	4% 0%
51071 Maintenance - Bldg 51201 Administration Services	0 900,607	14,281 791,725	1,817 1,020,749	2,241 1,080,769	2,923 1,055,760	15,000 1,367,879	0 1,367,879	15,000 1,378,448	0 10,568	0% 1%
51201 Administration Services 51205 Advertising/Marketing Svc	900,607 11,262	191,725	1,020,749	1,080,769 8,651	1,055,760	22,500	22,500	1,378,448 19,500	(3,000)	-15%
51206 Accounting/Auditing Services	16,500	22,939	18,000	18,800	17,000	19,000	19,000	19,000	(3,000)	0%
51207 Client Accounting Services	22,283	12,979	26,497	19,329	22,511	27,000	27,000	30,000	3,000	10%
51212 Outside Counsel-Legal Advice	23,155	43,684	55,512	46,676	22,186	79,000	34,000	54,000	(25,000)	-46%
51214 Agency Extra/Temp Help	0	0	4,247	0	0	0	0	0	0	0%
51225 Training Services	1,409	0	, 0	783	900	1,600	1,600	1,600	0	0%
52119 Hazardous Waste Disposal	0	0	18,415	27,283	8,567	30,000	15,000	30,000	0	0%
51241 Outside Printing		0	3,097	0	727	63,500	30,000	3,500	(60,000)	-1714%
51249 Other Professional Services	133,037	200,091	294,975	266,259	481,622	3,527,885	2,327,885	2,300,475	(1,227,410)	-53%
51401 Rents and Leases - Equipment	0	465	3,318	2,812	2,568	3,000	3,000	3,000	0	0%
51421 Rents and Leases - Bldg/Land	13,376	9,824	9,027	4,815	6,435	21,206	21,206	21,842	636	3%
51507 Special Departmental Expense	0	0	53,249	43,413	117,043	150,301	150,301	174,300	23,999	14%
51801 Other Services	119,709	0	990	3,379	7,265	0	0	0	0	0%
51803 Other Contract Services	6,075,929	6,740,708	7,244,658	7,338,257	7,334,199	8,413,682	8,383,682	9,133,035	719,353	8%
51805 County Sponsorships	2 0 1 2	4 4 5 0	0	0	3,935	2,000	2,000	5,000	3,000	60%
51901 Telecommunication Data Lines	3,913	4,158	6,032	7,948	7,989	16,800	16,800	16,800	0	0%
51902 Telecommunication Usage 51903 Telecommunication Installation	1,065 526	1,085 267	1,222 0	1,134 0	1,256 1	1,367 0	1,367 0	1,367 0	0	0% 0%
51904 ISD - Baseline Services	26,050	32,580	32,843	36,478	37,445	91,200	91,200	40,500	(50,700)	-125%
51905 ISD - Improvement Projects	2,841	4,118	1,843	526	42	0	0	40,500 0	(30,700)	0%
51906 ISD - Supplemental Projects	345	795	300	150	.2	0	0	0	0	0%
51907 ISD - Device Modernization	0	0	0	12,242	0	0	1,938	0	0	0%
51909 Telecommunication Wireless Svc	3,563	5,372	7,989	7,706	8,649	7,740	7,740	7,740	0	0%
51911 Mail Services	778	392	292	9	808	850	850	850	0	0%
51912 Records Services	26	22	0	0	1	0	0	0	0	0%
51916 County Services	9,919	37,422	30,808	32,285	31,196	36,243	36,243	54,911	18,668	34%
51922 County Car Expense	830	1,979	1,141	1,936	(1,604)	1,500	1,500	1,500	0	0%
51923 Unclaimable County Car Expense	27	16	53	7	7	50	50	50	0	0%
52091 Memberships/Certifications	13,450	14,208	36,488	10,728	38,720	37,159	37,159	52,359	15,200	29%
52111 Office Supplies	25,358	48,460	15,809	2,579	17,090	21,720	21,720	21,720	0	0%
52114 Freight/Postage	0	0	286	11,063	3,037	15,000	15,000	15,000	0	0%
52115 Subscriptions (web)	0	0	378	4,920	7,263	925	925	925	0	0%
52118 Printing and Binding Supplies	0	0	9,560	1,542	5,311	6,400	6,400	6,400	0	0%
52162 Special Departmental Expense	0	217 17 227	8,159	7,281	134,069	191,440	191,440	209,440	18,000	9% 6%
52163 Professional Development	1,695	17,337	16,145	1,039 2 575	12,088	43,520	43,520	41,020	(2,500) 0	-6%
52191 Utilities 53402 Depreciation Expense	0 0	3,638 0	3,077 0	2,575 8,692	2,630 8,692	6,132 0	6,132 0	6,132 0	0	0% 0%
SUBTOTAL	7,417,803	8,038,339	8,951,523	9,025,941	9,426,067	14,234,600	12,898,265	13,678,914	(555,685)	-4%
57011 Transfers Out - Within a Fund	55,928	<i>8,038,339</i> 0	<i>8,951,525</i> 0	<u>9,025,941</u> 0	9,420,007	745,000	745,000	13,678,914 1,285,700	540,700	- 4% 42%
57015 Transfers Out - All Others	55,520	0	0	0	0	743,000 0	743,000 0	1,285,700	340,700 0	42%
SUBTOTAL	55,928	0	0	0	0	745,000	0	1,285,700	540,700	0%
TOTAL EXPENDITURES	7,473,731	8,038,339	8,951,523	9,025,941	9,426,067	14,979,600	12,898,265	14,964,614	(14,985)	0%
NET COST	(29,342)	(3,971,274)	(467,676)	(489,716)	(827,618)	(409,180)	164,109	32,224		
	(23,372)	(0,0,1,2,7)	(107,070)	(100,710)	(027,010)		10-1,105			
ROUNDING ERROR FUND BALANCE						2		2		
Beginning Fund Balance	7,703,550	7,732,592	8,100,208	8,576,817	6,883,992		9,919,945	9,755,836		
Ending Fund Balance	7,732,592	8,100,208	8,576,817	6,883,992	9,919,945		9,755,836	9,723,612		

			-24 FINAL BU					
			WASTE SON					
	REVENU	E, EXPENDITU	RE, AND FUN		HISTORY			
			iganics / 011	1				
	Actual	Actual	Actual	Budgeted	Estimated	Reqested		%
	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 22-23	FY 23-24	Difference	Change
<u>REVENUES</u>	6 454 400	6 650 704	7 004 404	7 9 6 4 6 9 4	7 264 694		24 622	00/
42601 County of Sonoma	6,451,103	6,658,704	7,004,421	7,364,604	7,364,604	7,396,236	31,632	0%
42358 State Other Funding 44002 Interest on Pooled Cash	0 0	0 0	347,929 0	798,909 0	798,909 0	818,500 0	19,591 0	2% 0%
44002 Interest on Pooled Cash 44050 Unrealized Gains and Losses	(3,999)	920	(50,354)	0	0	0	0	0%
44030 Onicenzed Gams and Losses 46029 Donations/Contributions	(3,999)	920 0	(50,554)	0	0	0	0	0%
46210 Refunds	47,616	0	0	0	0	0	0	0%
46200 PY Revenue - Miscellaneous	1,000	870	67,569	0	0	0	0	0%
SUBTOTAL	6,495,721	6,660,494		7,514,604	8,163,513	8,214,736	700,132	9%
47101 OT-Within Enterprise	0	0	65,000	0	0	540,700	540,700	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	65,000	0	0	540,700	540,700	0%
TOTAL REVENUES	6,495,721	6,660,494	7,434,565	7,514,604	8,163,513	8,755,436	1,240,832	14%
	-,,	-,,	.,	.,	-,,	-,,	_/ ,	,-
EXPENDITURES								
51041 Insurance - Liability	1,453	1,338	8,542	8,840	8,995	9,180	340	4%
51201 Administration Services	158,580	176,754	357,149	419,076	419,076	401,704	(17,372)	-4%
51205 Advertising/Marketing Svc	0	0	0	0	0	0	0	0%
51206 Accounting/Auditing Services	2,340	6,000	10,200	10,200	10,200	10,200	0	0%
51207 Client Accounting Services	3,445	2,223	15,308	18,360	18,360	20,400	2,040	10%
51212 Outside Counsel-Legal Advice	3,176	12,887	5,555	5,000	5,000	5,000	0	0%
51249 Other Professional Services	8,264	0	282,706	803,909	803,909	798,500	(5,409)	-1%
51401 Rents and Leases - Equipment	431	323	1,746	2,040	2,040	2,040	0	0%
51421 Rents and Leases - Bldg/Land 51801 Other Services	0 0	373	2,679 0	2,350 0	2,350 0	2,783 0	432 0	16%
51801 Other Services 51803 Other Contract Services	6,133,570	2,036 6,071,239	6,026,176	6,804,682	6,804,682	7,432,095	627,413	0% 8%
51901 Telecommunication Data Lines	1,223	1,956	1,630	2,100	2,100	2,100	027,413	0%
51902 Telecommunication Usage	25	1,550	1,030	2,100	2,100	2,100	0	0%
51903 Telecommunication Installation	0	0	0	20	0	0	0	0%
51904 ISD - Baseline Services	8,452	13,678	21,320	42,408	42,408	20,088	(22,320)	-111%
51907 ISD - Device Modernization	0	7,573	0	0	0	0	0	0%
51909 Telecommunication Wireless Svc	(235)	0	0	0	0	0	0	0%
51911 Mail Services	0	0	0	250	250	250	0	0%
51916 County Services	5,494	4,276	17,400	18,739	18,739	31,433	12,694	40%
51922 County Car Expense	148	223	3,848	1,020	1,020	1,020	0	0%
52091 Memberships/Certifications	8,405	805	12,065	12,510	12,510	12,510	0	0%
52111 Office Supplies	2,251	695	11,593	2,000	2,000	2,000	0	0%
52114 Freight/Postage	0	10,134	0	0	0	0	0	
52115 Subscriptions (Web)	0	0	0	629	629	629	0	0%
52162 Special Departmental Expense	0	0	0	979	979	979	0	0%
52163 Professional Development	2,075	0	2,666	5,000	5,000	2,500	(2,500)	-100%
52191 Utilites SUBTOTAL	0 6,339,097	0 <i>6,312,528</i>	0 6,780,639	0 <i>8,160,118</i>	0 <i>8,160,273</i>	0 8,755,436	0 595,319	0% 7%
57011 Transfers Out - Within a Fund	0,339,097	<i>6,312,528</i> 0	<i>6,780,639</i> 0	<i>8,160,118</i> 0	<i>8,160,273</i> 0	<i>8,755,436</i> 0	0	7% 0%
57015 Transfers Out - All Others	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0	0%
TOTAL EXPENDITURES	6,339,097	6,312,528	6,780,639	8,160,118	8,160,273	8,755,436	595,319	7%
NET COST	(156,624)	(347,966)	(653,926)	645,514	(3,240)	0		
FUND BALANCE							FB Goal	Difference
Beginning Fund Balance	1,319,327	1,452,606	1,799,299		2,454,498	2,457,738	2,063,859	(393,879)
Ending Fund Balance	1,452,606	1,799,299	2,454,498		2,457,738	2,457,738		

			-24 FINAL BU					
			WASTE SON					
	REVENU	E, EXPENDITU	IRE, AND FUN lazardous Wa					
	Actual	Actual	Actual	Budgeted	Estimated	Reqested		%
	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 22-23	FY 23-24	Difference	Change
REVENUES								
42358 State Other Funding	161,668	133,234	82,563	86,560	86,560	186,560	100,000	54%
42601 County of Sonoma	1,699,810	1,785,104	2,036,501	2,534,896	2,534,896	2,644,747	109,850	4%
44002 Interest on Pooled Cash 44050 Unrealized Gains and Losses	33,496	16,052	9,788 (32,692)	13,357 0	13,357 0	9,414 0	(3,944) 0	-42% 0%
46029 Donations/Contributions	(4,086) 155,914	(11,949) 161,389	(32,692) 185,416	214,492	214,492	221,980	7,488	3%
46050 Cancelled/Stale Dated Warrants	155,514	0	105,410	214,452	214,452	0	0	0%
46200 Revenue Appl PY Misc Revenue	7,994	5,198	18,767	0	0	0	0	0%
46210 Refunds	0	0	0	0	0	0	0	0%
SUBTOTAL	2,054,796	2,089,028	2,300,343	2,849,306	2,849,306	3,062,700	213,394	7%
47101 Transfers In - Within a Fund	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0	0%
TOTAL REVENUES	2,054,796	2,089,028	2,300,343	2,849,306	2,849,306	3,062,700	213,394	7%
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EXPENDITURES								
51041 Insurance - Liability	6,931	7,677	2,261	1,950	1,984	2,025	75	4%
51071 Maintenance - Bldg	1,817	2,241	2,923	15,000	5,000	15,000	0	0%
51201 Administration Services	388,390	447,426	263,402	289,579	289,579	280,866	(8,713)	-3%
51205 Advertising/Marketing Svc	12,382	8,136	15,051	17,000	17,000	17,000	0	0%
51206 Accounting/Auditing Services	11,160	7,000	2,700	2,250	2,250	2,250	0	0%
51207 Client Accounting Services	16,428	12,757	4,052	4,050	4,050	4,500	450	10%
51212 Outside Counsel - Legal Advice	806	1,887	3,536	4,000	4,000	4,000	0	0%
51214 Agency Extra/Temp Help 51225 Training Services	4,247 0	0 533	0 900	0 1,600	0 1,600	0 1,600	0	0% 0%
51225 Training Services 51229 Hazardous Waste Disposal	18,415	27,283	900 8,567	30,000	15,000	30,000	0	0%
51249 Other Professional Services	145,067	115,600	63,367	60,233	60,233	176,548	116,315	66%
51401 Rents and Leases - Equipment	2,057	1,856	359	450	450	450	0	0%
51421 Rents and Leases - Bldg/Land	3,825	1,753	3,047	14,518	14,518	14,614	95	1%
51507 Special Departmental Expense	53,249	43,413	117,043	150,301	150,301	174,300	23,999	14%
51801 Other Services	990	343	0	0	. 0	. 0	0	0%
51803 Other Contract Services	1,065,614	1,239,488	1,239,720	1,449,000	1,449,000	1,535,940	86,940	6%
51901 Telecommunication Data Lines	489	489	734	3,150	3,150	3,150	0	0%
51902 Telecommunication Usage	168	8	4	156	156	156	0	0%
51904 ISD - Baseline Services	5,002	18,443	8,589	23,940	23,940	8,640	(15,300)	-177%
51907 ISD - Device Modernization Pro	0	2,474	0	0	0	0	0	0%
51909 Telecommunication Wireless Svc	1,477	1,851	2,746	2,040	2,040	2,040	0	0%
51911 Mail Services	2	8	11	100	100	100	0	0%
51916 County Services	16,060	19,270	7,164	8,387	8,387	11,187	2,800	25%
51922 County Car Expense	707	1,278	792	225	225	225	0	0%
52091 Memberships/Certifications	10,375	4,650	4,850	6,133	6,133	6,333	200	3%
52111 Office Supplies	363	139	1,305	2,500	2,500	2,500	0	0%
52115 Subscriptions (Web) 52162 Special Departmental Expense	0 4 679	0 0	0 0	139 216	139 216	139 216	0 0	0% 0%
52162 Special Departmental Expense 52163 Professional Development	4,679 2,244	0 658	0 2,810	10,900	10,900	10,900	0	0%
52191 Utilities	2,244 3,077	2,575	2,810	6,132	6,132	6,132	0	0%
SUBTOTAL	1,776,021	1,969,238	1,758,562		2,078,983	2,310,811	206,862	9%
57011 Transfers Out - Within a Fund	0	0	1,679,427	745,000	745,000	745,000	0	0%
57015 Transfers Out - All Others	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	1,679,427	745,000	745,000	745,000	0	0%
TOTAL EXPENDITURES	1,776,021	1,969,238	3,437,989	2,848,949	2,823,983	3,055,811	206,862	7%
NET COST	(278,775)	(119,790)	1,137,646	(356)	(25,322)	(6,889)		
							ER Cool	Diffore
FUND BALANCE Beginning Fund Balance	1,339,237	1 652 000	1 224 076		634,232	659,554	FB Goal 577,703	Difference (88,740
Deginning Fullu Dalance	1,339,237 1,652,088	1,652,088 1,334,976	1,334,976		634,232 659,554	059,554	577,703	(00,740

			-24 FINAL BU						
	REVENII	ZERO E, EXPENDITU	WASTE SON		HISTORY				
Education and Outreach 78110									
	Actual	Actual	Actual	Budgeted	Estimated	Reqested		%	
	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 22-23	FY 23-24	Difference	Change	
REVENUES							(
42358 State Other Funding 42601 County of Sonoma	147,413 566,603	189,847 518,256	139,876 591,242	2,682,260 833,737	1,482,260 833,737	1,347,000 869,867	(1,335,260) 36,130	-99% 4%	
44002 Interest on Pooled Cash	0	0	0	033,737	033,737	005,807	30,130	4/0	
44050 Unrealized Gains and Losses	(1,640)	(4,313)	(13,238)	0	0	0	0	0%	
46029 Donations/Contributions	48,778	41,560	48,885	67,587	67,587	71,694	4,107	6%	
46050 Cancelled/Stale Dated Warrants	461	0	144	0	0	0	0	0%	
46200 Revenue Appl PY Misc Revenue SUBTOTAL	667 762,282	1,219 746,569	0 766,909	0 3,583,584	2,383,584	0 2,288,561	0 (1,295,022)	0% -57%	
47101 Transfers In - Within a Fund	02,202	0	0	0	2,303,304	0	0	0%	
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0%	
SUBTOTAL	0	0	0	0	0	0	0	0%	
TOTAL REVENUES	762,282	746,569	766,909	1,067,324	2,383,584	2,288,561	1,221,238	53%	
EXPENDITURES	3 705	2 647	4 750	2.240	3.340	3 305	05		
51041 Insurance - Liability 51201 Administration Services	2,795 411,170	2,617 388,063	1,759 350,203	2,210 505,108	2,249 505,108	2,295 560,538	85 55,430	4% 10%	
51205 Advertising/Marketing Svc	988	515	123	5,500	5,500	2,500	(3,000)	-120%	
51206 Accounting/Auditing Services	4,500	3,500	2,100	2,550	2,550	2,550	0	0%	
51207 Client Accounting Services	6,624	4,349	3,152	4,590	4,590	5,100	510	10%	
51212 Outside Counsel - Legal Advice	17,907	17,119	9,087	15,000	15,000	15,000	0	0%	
51214 Agency Extra/Temp Help 51225 Training Services	0	0 250	0	0	0	0	0	0%	
51225 Training Services 51241 Outside Printing	3,097	250	727	63,500	30,000	3,500	(60,000)		
51249 Other Professional Services	134,474	150,659	135,549	2,663,743	1,463,743	1,325,427	(1,338,316)	-101%	
51401 Rents and Leases - Equipment	829	633	462	510	510	510	0	0%	
51421 Rents and Leases - Bldg/Land	5,202	2,689	709	4,338	4,338	4,446	108	2%	
51801 Other Services	45 474	1,000	0	0	0	0 40,000	0	0% 25%	
51803 Other Contract Services 51805 County Sponsorships	45,474 0	2,785 0	30,000 3,935	30,000 2,000	30,000 2,000	40,000	10,000 3,000	25% 60%	
51901 Telecommunication Data Lines	4,321	5,503	5,625	11,550	11,550	11,550	0	0%	
51902 Telecommunication Usage	1,029	1,110	1,194	1,185	1,185	1,185	0	0%	
51903 Telecommunication Installation	0	0	0	0	0	0	0	0%	
51904 ISD - Baseline Services	19,389	4,357	7,536	24,852	24,852	11,772	(13,080)	-111%	
51905 ISD - Improvement Projects 51906 ISD - Supplemental Projects	1,843 300	526 150	42 0	0	0	0	0	0% 0%	
51907 ISD - Device Modernization	0	2,195	0	0	1,938	0	0	0%	
51909 Telecommunication Wireless Svc	6,747	5,854	5,903	5,700	5,700	5,700	0	0%	
51911 Mail Services	290	1	797	500	500	500	0	0%	
51912 Records Services	0	0	0	0	0	0	0	0%	
51916 County Services 51922 County Car Expense	8,658 285	8,065 436	6,085 (6,244)	8,521 255	8,521 255	11,695 255	3,174 0	27% 0%	
51922 County Car Expense 51923 Unclaimable County Car Expense	53	430	(0,244)	50	50	50	0	0%	
52091 Memberships/Certifications	17,708	5,273	21,805	18,516	18,516	33,516	15,000	45%	
52111 Office Supplies	12,579	1,745	4,193	15,220	15,220	15,220	0	0%	
52114 Freight/Postage	286	929	3,037	15,000	15,000	15,000	0	0%	
52115 Subscriptions (web)	378	4,920	7,263	157	157	157	0	0%	
52118 Printing and Binding Supplies 52162 Special Departmental Expense	9,560 0	1,542 0	5,311 750	6,400 150,245	6,400 150,245	6,400 168,245	0 18,000	0% 11%	
52163 Professional Development	11,164	381	6,612	27,620	27,620	27,620	0	0%	
52191 Utilities	0	0	0	0	0	0	0	0%	
SUBTOTAL	727,650	617,173	607,720	3,584,820	2,353,297	2,275,731	(1,309,089)	-58%	
57011 Transfers Out - Within a Fund SUBTOTAL	0	0	622,901 622,901	0	0	0 0	0	0% 0%	
	0	0	022,501		0		0	070	
TOTAL EXPENDITURES	727,650	617,173	1,230,621	1,068,560	2,353,297	2,275,731	1,207,171	53%	
NET COST	(34,632)	(129,396)	463,712	1,236	(30,287)	(12,830)			
FUND BALANCE							FB Goal	Difference	
Beginning Fund Balance	544,751	577,587	711,026		243,271	273,558	255,930	(30,458)	
Ending Fund Balance	577,587	711,026	243,271		273,558	286,388	,	. , -,	

	FY 23-	-24 FINAL BUI	DGET						
	ZERO	WASTE SONG	DMA						
REVENU	E, EXPENDITU	RE, AND FUN	D BALANCE	HISTORY					
Organics Reserve 78103									
Actual	Actual	Actual	Budgeted	Estimated	Reqested		%		
FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 22-23	FY 23-24	Difference	Change		
-	-	,	,			,	24%		
,		,		-			0%		
	-						0%		
61,015			22,307		29,289		24%		
0	0	0	0	0	0	0	0%		
0	0	0	0	0	0	0	0%		
0	0	0	0	0	0	0	0%		
61,015	15,339	(54,850)	22,307	22,307	29,289	6,982	24%		
49,033	25,395	31,271	57,018	57,018	29,289	(27,730)	-95%		
0	1,000	1,000	1,000	1,000	1,000	0	0%		
29,286	13,181	4,009	35,000	5,000	10,000	(25,000)	-250%		
0	0	0		0		0	0%		
0	0	0		0		0	0%		
0	0	0		0		0	0%		
379	116	274	379	379	379	0	0%		
55	0	0	1,000	1,000	1,000	0	0%		
0	0	0	0	0	0	0	0%		
662	0	0	0	0	0	0	0%		
0	0	0	0	0	0	0	0%		
79,414	39,692	36,554	94,397	64,397	41,668	(52,730)	-127%		
0	0	0	0	0	540,700	540,700	0%		
0	0	0	0	0	582,368	582,368	0%		
79,414	39,692	36,554	94,397	64,397	624,035	529,638	85%		
18,399	24,353	91,403	72,091	42,090	594,747				
						FB Goal	Difference		
2,307.431	2,289,031	2,277.971		2,173,275	2,101,184		939,076		
2,289,031	2,277,971	2,173,275		2,101,184	1,506,438	, -,			
	Actual FY 19-20 66,334 (5,736) 417 61,015 0 0 0 61,015 49,033 0 61,015 0 29,286 0 0 29,286 0 0 0 379 55 0 0 662 0 0 379 55 0 662 0 0 79,414 0 0 79,414	ZERO REVENUE, EXPENDITU Organ Actual Actual FY 19-20 FY 20-21 66,334 29,306 (5,736) (13,968) 417 0 61,015 15,339 0 0 0 0 61,015 15,339 0 0 61,015 15,339 61,015 15,339 0 0 0 0 0 0 0 0 0 0 0 0 15,339 15,339 0 0 0 0 0 0 10,000 0 13,181 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	ZERO WASTE SONG REVENUE, EXPENDITURE, AND FUN Organics Reserver Actual FY 19-20 Actual FY 20-21 Actual FY 21-22 66,334 29,306 22,769 (5,736) (13,968) (77,618) 417 0 0 61,015 15,339 (54,850) 0 0 0 0 0 0 61,015 15,339 (54,850) 61,015 15,339 (54,850) 0 0 0 61,015 15,339 (54,850) 0 0 0 0 1,000 1,000 100 1,000 0 29,286 13,181 4,009 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 100 0 0 0 0 0 0 0 0 <t< td=""><td>Organics Reserve 78103 Actual FY 19-20 Actual FY 20-21 Actual FY 21-22 Budgeted FY 22-23 66,334 29,306 22,769 22,307 (5,736) (13,968) (77,618) 0 417 0 0 0 61,015 15,339 (54,850) 22,307 0 0 0 0 0 0 0 0 0 0 61,015 15,339 (54,850) 22,307 0 0 0 0 0 61,015 15,339 (54,850) 22,307 0 0 0 0 0 0 1,000 1,000 1,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</td><td>ZERO WASTE SONOMA REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY Organics Reserve 78103 Actual FY 19-20 Actual FY 20-21 Actual FY 21-22 Budgeted FY 22-23 Estimated FY 22-23 66,334 29,306 22,769 22,307 22,307 (5,736) (13,968) (77,618) 0 0 61,015 15,339 (54,850) 22,307 22,307 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 61,015 15,339 (54,850) 22,307 22,307 64,015 15,339 (54,850) 22,307 22,307 64,015 15,339 (54,850) 22,307 22,307 10 0 0 0 0 0 0 1,000 1,000 1,000 1,000 1,000 29,286 13,181 4,009 35,000 0</td><td>ZERO WASTE SONOMA REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY Organics Reserve 78103 Actual Actual Actual Budgeted Estimated Reqested FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 22-23 FY 22-24 FY 23-24 66,334 29,306 22,769 22,307 22,307 29,289 (5,736) (13,968) (77,618) 0 0 0 61,015 15,339 (54,850) 22,307 22,307 29,289 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 1,000 1,000 1,000 1,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</td><td>ZERO WASTE SONOMA REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY Organics Reserve 78103 Actual Actual Budgeted Estimated Regested FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 22-23 FY 23-24 Pifference 66,334 29,306 22,769 22,307 22,307 29,289 6,982 (5,736) (13,968) (77,618) 0 0 0 0 61,015 15,339 (54,850) 22,307 22,307 29,289 6,982 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 22,307 22,307 29,289 6,982 0 0 0 0 0 0 0 0 0 61,015 15,339 (54,850) 22,307 22,307</td></t<>	Organics Reserve 78103 Actual FY 19-20 Actual FY 20-21 Actual FY 21-22 Budgeted FY 22-23 66,334 29,306 22,769 22,307 (5,736) (13,968) (77,618) 0 417 0 0 0 61,015 15,339 (54,850) 22,307 0 0 0 0 0 0 0 0 0 0 61,015 15,339 (54,850) 22,307 0 0 0 0 0 61,015 15,339 (54,850) 22,307 0 0 0 0 0 0 1,000 1,000 1,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	ZERO WASTE SONOMA REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY Organics Reserve 78103 Actual FY 19-20 Actual FY 20-21 Actual FY 21-22 Budgeted FY 22-23 Estimated FY 22-23 66,334 29,306 22,769 22,307 22,307 (5,736) (13,968) (77,618) 0 0 61,015 15,339 (54,850) 22,307 22,307 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 61,015 15,339 (54,850) 22,307 22,307 64,015 15,339 (54,850) 22,307 22,307 64,015 15,339 (54,850) 22,307 22,307 10 0 0 0 0 0 0 1,000 1,000 1,000 1,000 1,000 29,286 13,181 4,009 35,000 0	ZERO WASTE SONOMA REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY Organics Reserve 78103 Actual Actual Actual Budgeted Estimated Reqested FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 22-23 FY 22-24 FY 23-24 66,334 29,306 22,769 22,307 22,307 29,289 (5,736) (13,968) (77,618) 0 0 0 61,015 15,339 (54,850) 22,307 22,307 29,289 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 1,000 1,000 1,000 1,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	ZERO WASTE SONOMA REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY Organics Reserve 78103 Actual Actual Budgeted Estimated Regested FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 22-23 FY 23-24 Pifference 66,334 29,306 22,769 22,307 22,307 29,289 6,982 (5,736) (13,968) (77,618) 0 0 0 0 61,015 15,339 (54,850) 22,307 22,307 29,289 6,982 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 22,307 22,307 29,289 6,982 0 0 0 0 0 0 0 0 0 61,015 15,339 (54,850) 22,307 22,307		

		FY 23	-24 FINAL BU	DGET						
			WASTE SON							
	REVENU		JRE, AND FUN		HISTORY					
Contingency Reserve 78109										
Actual Actual Actual Budgeted Estimated Regested 9										
	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 22-23	FY 23-24	Difference	% Change		
REVENUES							Difference	enange		
44002 Interest on Pooled Cash	38,481	14,882	13,247	18,485	18,485	41,567	23,082	56%		
44050 Unrealized Gains and Losses	(4,847)	(11,769)	(108,218)	0		0	0	0%		
46029 Donations/Contributions	0	0	0	0		0	0	0%		
46200 Revenue Appl PY Misc Revenue	250	0	0	0		0	0	0%		
SUBTOTAL	33,884	3,113	(94,971)	18,485	18,485	41,567	23,082	56%		
47101 Transfers In - Within a Fund	0	0	1,988,858	0	0	0	0	0%		
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0%		
SUBTOTAL	0	0	1,988,858	0	0	0	0	0%		
TOTAL REVENUES	33,884	3,113	1,893,887	18,485	18,485	41,567	23,082	56%		
EXPENDITURES										
51201 Administration Services	13,576	43,133	53,736	97,098	97,098	106,051	8,953	8%		
51205 Advertising/Marketing Svc	0	0	0		0		0	0%		
51206 Accounting/Auditing Services	0	1,300	1,000	1,000	1,000	1,000	0	0%		
51212 Outside Counsel - Legal Advice	4,337	1,603	0	20,000	5,000	20,000	0	0%		
51249 Other Professional Services	7,170	0	0		0		0	0%		
51801 Other Services	0	0	7,265		0		0	0%		
51803 Other Contract Services	0	24,745	38,303	130,000	100,000	125,000	(5,000)	-4%		
51916 County Services	217	558	274	217	217	217	0	0%		
52111 Office Supplies	561	0	0	1,000	1,000	1,000	0	0%		
52162 Special Departmental Expense	3,480	7,281	133,319	40,000	40,000	40,000	0	0%		
52163 Professional Development	-,	, -	0	-,	-,	-,	0	0%		
53402 Depreciation Expense	0	8,692	8,692							
SUBTOTAL	29,342	87,311	242,589	289,315	244,315	293,268	3,953	1%		
57011 Transfers Out - Within a Fund	0	0	496,530	0	0	0	0			
57015 Transfers Out - All Others	0	0	0	0	0	0	0	0%		
SUBTOTAL	0	0	496,530	0	0	0	0			
TOTAL EXPENDITURES	29,342	87,311	739,119	289,315	244,315	293,268	3,953	1%		
NET COST	(4,542)	84,197	(1,154,769)	270,831	225,830	251,702				
FUND BALANCE							FB Goal	Difference		
Beginning Fund Balance	1,932,451	1,936,993	1,886,552		3,030,115	2,759,284	2,519,398	11,815		
Ending Fund Balance	1,936,993	1,886,552	3,030,115		2,759,284	2,507,583				

		FY 23-	24 FINAL BL	IDGET				
		ZERO	WASTE SON	IOMA				
	REVENUE,	EXPENDITU	RE, AND FUI	ND BALANCE	HISTORY			
	Unf	unded Pensi	on Liablility	Reserve 78	112			
	Actual	Actual	Actual	Budgeted	Estimated	Reqested		%
	FY 18-19	FY 20-21	FY 21-22	FY 22-23	FY 22-23	FY 23-24	Difference	Change
REVENUES								
44002 Interest on Pooled Cash	1,560	5,154	3,838	6,586	6,586	9,838	3,252	33%
44050 Unrealized Gains and Losses	5,451	(4,041)	(23,108)	0	0	0	0	0%
46029 Donations/Contributions	0	0	0	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0	0	0	0	0	0%
SUBTOTAL	7,011	1,114	(19,271)	6,586	6,586	9,838	3,252	33%
47101 Transfers In - Within a Fund	0	0	0	0	0	0	0	0%
48004 Residual Equity Transfers	650,000	0	0	0	0	0	0	
SUBTOTAL	650,000	0	0	0	0	0	0	0%
TOTAL REVENUES	657,011	1,114	(19,271)	6,586	6,586	9,838	3,252	33%
EXPENDITURES								
51206 Accounting/Auditing Services	0	0	0	1,000	1,000	1,000	0	0%
SUBTOTAL				1,000	1,000	1,000		
57011 Transfers Out - Within a Fund								
SUBTOTAL	0	0	0	0	0	0	0	0%
TOTAL EXPENDITURES	0	0	0	1,000	1,000	1,000	0	0%
NET COST	(657,011)	(1,114)	19,271	(5,586)	(5,586)	(8,838)	(3,252)	
FUND BALANCE								
Beginning Fund Balance	0	668,512	673,467		650,355	655,941		
Ending Fund Balance	657,011	673,467	650,355		655,941	664,779		

		-	24 FINAL BL	-				
		-	WASTE SON	-				
	REVENUE,			ND BALANCE	HISTORY			
		Debt Ser	vices Reserv	/e 78113				
	Actual	Actual	Actual	Budgeted	Estimated	Reqested		%
	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 22-23	FY 23-24	Difference	Change
REVENUES								
44002 Interest on Pooled Cash	0	0	921	0	0	0	0	0%
44050 Unrealized Gains and Losses	0	0	(14,962)	0	0	0	0	0%
46029 Donations/Contributions	0	0	0	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	(14,041)	0	0	0	0	0%
47101 Transfers In - Within a Fund	0	0	745,000	745,000	745,000	745,000	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	745,000	745,000	745,000	745,000	0	0%
TOTAL REVENUES	0	0	730,959	745,000	745,000	745,000	0	0%
EXPENDITURES								
51206 Accounting/Auditing Services	0	0	0	1,000	1,000	1,000	0	0%
SUBTOTAL	0	0	0	1,000	1,000	1,000	0	
57011 Transfers Out - Within a Fund								
SUBTOTAL	0	0	0	0	0	0	0	0%
TOTAL EXPENDITURES	0	0	0	0	1,000	1,000	0	0%
NET COST	0	0	(730,959)	(745,000)	(744,000)	(744,000)	0	
FUND BALANCE								
Beginning Fund Balance					730,959	1,474,959		
Ending Fund Balance			730,959		1,474,959	2,218,959		

Resolution No.: 2023-07

Dated: March 16, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOW AS ZERO WASTE SONOMA ("ZWS"), ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2023-24.

WHEREAS, ZWS Board of Directors gave direction to ZWS's Executive Director to prepare and present an annual budget; and

WHEREAS, an annual budget has been prepared and presented to ZWS Board of Directors;

NOW, THEREFORE, BE IT RESOLVED that the ZWS's Annual Budget for the period July 1, 2023 to June 30, 2024, attached hereto as FY 23-24 ZWS Final Budget is hereby adopted.

BE IT FURTHER RESOLVED that the Clerk shall deliver a certified copy of this resolution to the Sonoma County Auditor-Controller.

MEMBERS:

Cloverdale	Cotati	County	Healdsburg	Petaluma
		1	0	
Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor
AYES:	NOES:	ABSENT:	ABSTAIN:	
ATES:	NOLS:	ABSENT.	ABSTAIN.	

SO ORDERED

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

ATTEST: DATE: March 16, 2023

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



Agenda Item #:7Cost Center:AllStaff Contact:CollardAgenda Date:3/16/2023Approved By:LL

ITEM: Public Hearing for the Consideration of Organics Disposal Fee and Agency Surcharge Fee Increases

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends opening the public hearing on the increase of the Sonoma County Waste Management Agency surcharge (the "Waste Management Agency Fee" or "Surcharge") and tipping fees related to wood waste and yard debris (collectively the "disposal fees for organic materials"), receiving public comment, closing the public hearing, and providing direction to staff regarding the amount of the tipping fee increases, if any. If the Board adjusts the tipping fees, staff recommends the adoption of the Resolution making the fee adjustments effective April 1, 2023. Approval of this item requires a supermajority (8/10) vote.

II. BACKGROUND

The Sonoma County Waste Management Agency ("Zero Waste Sonoma" or "ZWS") Board of Directors sets the Surcharge and disposal fees for organic materials collected at the landfill and transfer stations owned by Sonoma County ("County") and operated by Republic Services of Sonoma County, Inc. ("Republic").

Waste Management Agency Fee or Surcharge ("Zero Waste Sonoma Fee")

The ZWS Fee is charged on waste delivered to the County landfill or transfer stations. Republic collects the Waste Management Agency Fee revenues, remits them to the County, which in turn, deposits the revenues with ZWS.

The ZWS Fee covers the costs of programs, including but not limited to: recycling and disposal of Household Hazardous Waste (HHW) from the member agencies ("Members'") jurisdictions ("HHW Program"); education regarding recycling, composting and other methods of waste diversion to Members and the public (the "Education Program"); and, ZWS operations.

- The HHW Program provides the following services: HHW collection, E-waste collection and disposal, E-waste sorting and recycling, E-waste recycling events, oil and filter recycling, promotion of the use and sale of refillable propane cylinders, HHW education and outreach, and HHW reporting.
- The Education Program provides the following services: publication of the recycling guide in English and Spanish, the Eco-Desk hotline, outreach to Spanish-speaking residents in Members' jurisdictions, Zero Waste Sonoma website maintenance, outreach and marketing, food recovery education, repair and reuse workshops, and AB 939 reporting requirements.

The current Waste Management Agency Fee is \$7.95 per ton.

Disposal Fees for Organic Materials

The disposal fees for organic materials are levied against yard waste and wood waste delivered to the County landfill or transfer stations for composting. Republic collects these revenues, remits them to the County, which in turn, deposits the revenues with ZWS.

The disposal fees for organic materials cover the costs of the Organic Materials Program. The Organic Materials Program provides the following services: municipal composting, composting education and outreach, and implementation of SB 1383 regulations related to organic waste diversion.

The disposal fees for organic materials are \$78.00 per ton. ZWS proposes increasing the disposal fees for organic materials by \$4.00 per ton to \$82.00 per ton to adequately fund the Organic Materials Program and the implementation of SB 1383 regulations.

The proposed fee changes are summarized below:

Fee Descriptions	Organics	Surcharge
Existing ZWS Fee	\$78.00/ton	\$7.95/ton
Amount of ZWS Fee Increase	\$4.00/ton	\$0.65/ton
New Total ZWS Fee*	\$82.00/ton	\$8.60/ton

III. DISCUSSION

Need for Fee Increases:

Staff is requesting an increase of \$4.00/ton to the Organics tipping fee (new rate \$82.00/ton) to cover the annual price increases to organics processing fees. Increases to the operating costs of organics processing has increased higher than the \$4.00/ton will cover, but staff recommends drawing down from reserves in the amount of \$540,700. In order to cover all increases to the Organics budget, the fee would need to be increased \$10.25/ton. Staff requests drawing down of reserves and smoothing the rate increase over the next couple of years.

ZWS is working towards the addition of a second HHW facility in the northern portion of the County. In order to meet the financing needs for this project, debt-servicing reserves have been included in the FY 23/24 fiscal year budget. This expenditure along with increased usage of ZWS's HHW facility and increased disposal costs require an increase to the ZWS Fee.

Ratepayer Impact Analysis:

The proposed increase to the organics disposal fees is \$4.00/ton and an increase of \$0.65/ton to the ZWS Fee. For customers receiving solid waste collection services by a solid waste hauler, this will have a very small impact on residential rates, estimated to be an average increase of \$0.28 per month per customer (for a 32 gallon cart), this number will vary by can size and jurisdiction based on current rates.

IV. FUNDING IMPACT

Organics Revenue	
Current Tipping Fee \$78.00/ton	\$7,035,444
Proposed Tipping Fee \$82.00/ton	\$7,396,236
Increased organics revenue	\$ 306,792
Surcharge increase	
Current Surcharge \$7.95/ton	\$3,248,974
Proposed Surcharge \$8.60/ton	\$3,514,614
Increase surcharge revenue	\$ 265,640

The impact of SB1383 regulations with enforcement, education and reporting will require extensive amount of staff time. Failing to increase fees above current levels would result in inadequate monitoring of compliance efforts and could lead to financial penalties to the Members for non-compliance. Until an in-county compost facility is completed, the hauling and processing costs will continue to rise.

V. ATTACHMENTS

Resolution

RESOLUTION NO.: 2023-8

DATED: March 16, 2023

RESOLUTION OF SONOMA COUNTY WASTE MANAGEMENT AGENCY (ALSO KNOWN AS ZERO WASTE SONOMA) INCREASING DISPOSAL FEES FOR WOOD WASTE AND YARD DEBRIS, AND INCREASING THE WASTE MANAGEMENT AGENCY FEE

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency ("Agreement") was approved by all members on April 18, 2017 to allow member agencies ("Members") to jointly exercise their powers to address issues related to the management of wood waste, yard waste, and household hazardous waste ("HHW") and to provide public education related to waste diversion within the Members' jurisdictions; and

WHEREAS, under the Agreement, the Sonoma County Waste Management Agency ("Zero Waste Sonoma") has the authority to: (1) provide recycling and disposal of Household HHW from the Members' jurisdictions (the "HHW Program"); (2) provide services and programs to divert organic material, including but not limited to yard waste and wood waste, from landfills (the "Organic Materials Program"); (3) provide education regarding recycling, composting and other methods of waste diversion to Members and the public (the "Education Program"); (4) conduct, prepare and submit all monitoring and reporting as a Regional Agency as required pursuant to the Integrated Waste Management Act (the "Reporting Program"); and, (5) conduct additional activities and programs to further increase waste diversion; and

WHEREAS, under the Organic Materials Program, yard waste (including residential food waste) and wood waste is collected and processed from Members' jurisdictions (the "Composting Program") and funded by a tonnage disposal fee or tip fee levied against yard waste and wood waste received at the Central Landfill and transfer stations; and

WHEREAS, this Agreement requires the County to collect and remit to Zero Waste Sonoma the above revenues collected from the tonnage disposal fees to fund the Organics Materials Program; and

WHEREAS, the Organic Materials Program provides the following services: municipal composting, tree recycling, composting education and outreach, and implementation of SB 1383 regulations related to organic waste diversion; and

WHEREAS, Zero Waste Sonoma's programs are funded in part through a tip fee charge on waste entering the County of Sonoma's ("County's") waste disposal system (the "Waste Management Agency Fee" or "Surcharge"); and

WHEREAS, this Agreement requires the County to collect and remit to Zero Waste Sonoma the revenues collected from the Waste Management Agency Fee to fund the HHW Program and the Education Program, and to defray the costs of capital improvements, operations, and maintenance for the Zero Waste Sonoma's programs; and

WHEREAS, the HHW Program provides the following services: HHW collection, E-waste collection and disposal, E-waste sorting and recycling, E-waste recycling events, oil and filter recycling, promotion of the use and sale of refillable propane cylinders, HHW education and outreach, and HHW reporting; and

WHEREAS, the Education Program provides the following services: publication of the recycling guide in English and Spanish, the Eco-Desk hotline, outreach to Spanish-speaking residents in Members' jurisdictions, Zero Waste Sonoma website maintenance, outreach and marketing, food recovery education, repair and reuse

workshops, and AB 939 reporting requirements; and

WHEREAS, existing disposal fees for wood waste and yard debris, and the Waste Management Agency Fee, are insufficient to defray future costs Zero Waste Sonoma's programs; and

WHEREAS, in order for the fees to cover the costs of providing services or regulatory programs for which the fees are imposed, the fees must be adjusted to reflect reasonable estimated costs of service; and

WHEREAS, the fees are subject to the adoption procedures set forth in Government Code section 66018; and

WHEREAS, in accordance with Government Code section 66018, the Board of Directors called a public hearing for March 16, 2023, for the purpose of receiving public comments to the proposed fees. Notice of the public hearing was given by publication in a newspaper of general circulation within the County once a week for two weeks commencing at least 10 days prior to the public hearing, with at least 5 days intervening between the first and last publication. On March 16, 2023, at the time and place set for the public hearing, the Board heard and considered all oral and written presentations and comments made regarding the proposed fees; and

WHEREAS, the Board now wishes to adopt the new or increased Fees

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

SECTION 1. The above Recitals are true and correct and by this reference incorporated herein.

SECTION 2. The Board hereby directs the County to increase the amount of disposal fees collected by the County and remitted to Zero Waste Sonoma by the amounts listed below, effective April 1, 2023:

Disposal Fee	All County of Sonoma-Owned	All County of Sonoma-Owned		
Туре	Solid Waste Facilities	Solid Waste Facilities		
	Current Fee	Proposed Fee		
Wood Waste	\$78.00 per ton	\$82.00 per ton		
Yard Debris	\$78.00 per ton	\$82.00 per ton		
Surcharge	\$7.95 per ton	\$8.60 per ton		

SECTION 3. The Board called a public hearing on March 16, 2023, for the purpose of receiving public comments to the proposed fees. Notice of the public hearing was given by publication in a newspaper of general circulation within the County once a week for two weeks commencing at least 10 days prior to the public hearing, with at least 5 days intervening between the first and last publication. On March 16, 2023, at the time and place set for the public hearing, the Board heard and considered all oral and written presentations and comments made regarding the proposed fees.

SECTION 4. The Board finds and determines that:

(a) The fees established by this resolution:

(1) are imposed for a specific government service provided directly to the payor, or for reasonable regulatory costs of the Member Agencies or other rules or ordinances;

(2) are no more than necessary to cover the reasonable costs of the governmental

activity for which the fee is imposed; and

(3) the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity for which the fee is imposed; and

(b) The fees are not taxes within the meaning of California Constitution article XIII C, section 1(e).

SECTION 5. The Board finds and determines that the proposed fees are not subject to environmental review under the California Environmental Quality Act ("CEQA"). First, the proposed fees, in and of themselves, do not have potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a "project" under CEQA. (Pub. Resources Code, § 21065, 14 Cal. Code Regs., § 15378, subd. (a).) Second, the fees are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment; here, there is no possibility that the proposed fees, in and of themselves, may have a significant effect on the environment. (14 Cal. Code Regs., § 15061, subd. (b)(3).)

SECTION 6. If any section, subsection, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provision to other persons or circumstances shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

PASSED, APPROVED, and ADOPTED, by the Board of Directors of the Sonoma County Waste Management Agency, on this 16th day of March, 2023.

MEMBERS:

Cloverdale	Cotati	County	Healdsburg	Petaluma
		·	-	
Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor
NUMBELLEALK	Janta Nosa	Sebastopol	301101118	winusu
AYES:	NOES:	ABSENT:	ABSTAIN:	

SO ORDERED

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

ATTEST: DATE:

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



Agenda Item #:8Cost Center:ContingencyStaff Contact:PagalAgenda Date:3/16/23Approved By:LL

ITEM: Consideration of an Agreement with Sparkl Reusables to Conduct a Reusable Foodware Infrastructure & Services Pilot Program and Approval of Estimated Cost for Services and Associated Fees

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board execute the Agreement with Sparkl Reusables for a Sonoma County Reusable Foodware Infrastructure and Services Pilot Program and approve the projected cost of services totaling \$75,000 effective from the execution date through completion of services expected June 30, 2025.

II. BACKGROUND

A reusable foodware RFP totaling \$75,000 was approved as part of the final FY 22-23 budget by the Board at the February 17, 2022 regular meeting.

At the November 2022 Board Meeting, the Board directed staff to release the Request for Proposals (RFP) for a Sonoma County Reusable Foodware Infrastructure and Services RFP and also directed staff to distribute the RFP.

The primary objectives of this project are to:

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

III. DISCUSSION

On November 18, 2022, staff issued the RFP for a Sonoma County Reusable Foodware Infrastructure & Services. Upon receiving only one proposal, Staff decided to recirculate the RFP with a new deadline of February 17, 2023 at 5:00 pm. Proposals were received Sparkl Reusables of Alameda, CA, the Reusability Company of New York, NY, and SmartWare Labs, Inc. d.b.a. Foodware of Berkeley, CA prior to the deadline.

The proposals were reviewed and evaluated by Travis Wagner, City of Sonoma Sustainability Coordinator; Leslie Lukacs, ZWS Executive Director; Katie Cushwa, ZWS Marketing Specialist; Sloane Pagal, ZWS Zero Waste Program Manager, and Kristen Sales, ZWS Program Coordinator. Of the three proposals, Sparkl Reusables received the highest score. A matrix listing all of the proposers and their scoring for the primary selection criteria in the RFP is included in this staff report as the Proposal Scoring Matrix attachment.

The evaluation team appreciated the extensive reusables experience Sparkl brings to the table, as the first and longest-operating reusable to-go container services in California. Enthusiasm and support from past and current municipal references was a further testament to the good work Sparkl has done in coordination with other Bay Area jurisdictions in the reusable foodware space. In addition, their proactive outreach to Oliver's Market to assess interest from a local grocery for partnership showed initiative.

IV. FUNDING IMPACT

\$75,000 has been budgeted for this project from the Contingency Reserve, over the current and next two fiscal years. Based on information provided by Sparkl, the cost of services provided by the contractor plus associated infrastructure and inventory are estimated at \$75,000.

V. ATTACHMENTS

Reusable Foodware Infrastructure & Services Proposal Scoring Matrix Sparkl Contract Resolution 2023 Sparkl Agreement for a Sonoma County Reusable Foodware Services & Infrastructure Pilot Project Sparkl Scope of Work

Zero Waste Sonoma Reusable Foodware Services & Infrastructure Request for Proposals Comparison									
Primary Selection Criteria Possible Sparkl Re Company									
Firm's Qualifications and experience in providing similar services & equipment	20	19.40	10.20	15.80					
Staff / Team's Qualifications and experience in providing similar services & equipment	15	14.60	9.60	12.00					
Demonstrated understanding of the overall project & approach addressing scope of work	50	46.20	35.60	47.20					
Detailed project timeline	15	13.60	11.00	14.40					
Total:	100	93.80	66.40	89.40					

Resolution No.: 2023-9

Dated: March 16, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA ("ZWS"), AUTHORIZING AN AGREEMENT WITH SPARKL REUSABLES ("CONTRACTOR") FOR A SONOMA COUNTY REUSABLE FOODWARE INFRASTRUCTURE AND SERVICES PILOT PROGRAM

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

WHEREAS, in the judgement of the Board of Directors of ZWS, it is necessary and desirable to employ the services of the Contractor to perform tasks to establish reusable foodware program(s) in Sonoma County to support local polystyrene and disposable foodware ordinances across member jurisdictions, reduce the amount of discarded single-use foodware, and increase visibility and public education around reusables;

NOW, THEREFORE, BE IT RESOLVED that Zero Waste Sonoma hereby authorizes the Executive Director to execute an Agreement with Sparkl Reusables to implement a reusable foodware infrastructure and service program for ZWS member agencies.

MEMBERS:

 Cloverdale		 Cotati		 County	 Healdsburg	 Petaluma
 Rohnert Park				 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: March 16, 2023

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

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

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

RECITALS

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

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

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

AGREEMENT

1. Scope of Services.

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

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

1.3 <u>Performance Standard</u>. 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 <u>Article 4</u>; 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. <u>Payment</u>.

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

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

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

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

4. Termination.

4.1 <u>Termination Without Cause</u>. 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 <u>Termination for Cause</u>. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Agency may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

6. <u>Insurance</u>. 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 <u>Workers' Compensation Insurance</u>. 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 <u>General Liability Insurance</u>. 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:

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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 <u>Automobile Insurance</u>. 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 <u>Professional Liability Insurance</u>. 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 <u>Documentation</u>. The following documentation shall be submitted to the Agency:

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

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

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

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

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

9. <u>Representations of Contractor</u>.

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

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

9.5 <u>Conflict of Interest</u>. 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 <u>Nondiscrimination</u>. 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 <u>AIDS Discrimination</u>. 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 <u>Assignment Of Rights.</u> 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 <u>Ownership And Disclosure Of Work Product</u>. 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 produced specifically for Sonoma County 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. However all collateral developed by Contractor to facilitate their reuse operations is and shall remain intellectual property of Contractor. 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. <u>Demand for Assurance</u>. 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 <u>Article 10</u> limits Agency's right to terminate this Agreement pursuant to <u>Article 4</u>.

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

Agency:	Zero Waste Sonoma Attention: Sloane Pagal 2300 County Center Drive, Suite E Santa Rosa, CA 95403 Email: Sloane.pagal@sonoma –co Phone: (707) 565-1730 FAX: (707) 565-3701	
Contractor:	Name Attention: Address: Email: Phone: City, State Zip	Fax:

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

13. Miscellaneous Provisions.

13.1 <u>No Waiver of Breach</u>. 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 <u>Construction</u>. 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 <u>Consent</u>. 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 <u>No Third Party Beneficiaries</u>. 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 <u>Applicable Law and Forum</u>. 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.

Request For Proposals to Implement a Reusable Foodware Infrastructure & Service Program in Sonoma County

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

13.8 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every

provision hereof.

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

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____ Chair

CONTRACTOR:

By: _____

Name:

Title:

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

By: ____

Executive Director, AGENCY

APPROVED AS TO FORM FOR AGENCY:

By: _____ Agency Counsel

Exhibit A Scope of Work

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

Task 1: Work Plan

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

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

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

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

Task 2: Procure Products and Materials

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

Task 3: Conduct Outreach to Establish Community Partnerships

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

Task 4: Program Implementation

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

Request For Proposals to Implement a Reusable Foodware Infrastructure & Service Program in Sonoma County

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

Task 5: Monitoring and Communication

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

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

This data should be reported annually through the contract term.

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

Task 6: Submit Interim and Final Reports

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

Minimum data to be presented includes:

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

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

Exhibit B Compensation

[to be inserted]

Exhibit A

Task 1: Work Plan

Sparkl Reusables proposes to launch three distinct circular foodware programs during the three year duration of the contract. The programs are listed below along with their corresponding goals, impact, needs and action steps:

1. Implementing reusables for on-site dining and/or takeout at 2 institutional dining facilities such as senior meal programs and schools. This sector has been chosen because of its high-impact potential and the increased current interest in reusable/zero waste solutions in this space. The overall goal of this project would to prevent a minimum of 1,500 single-use items from entering Sonoma County's Waste Stream per day or the equivalent of 270,000 per year. And to do it in a financially sustainable manner for all parties involved. The location(s) will be dependent on where in Sonoma County the meal programs or schools are located.

The anticipated impact per year is estimated to be:

10,8000	Pounds of GHG
353,700	Gallons of Water
32,400	Pounds of waste

The needs for this project are:

- Infrastructure to support the program:
 - i. Wash facility
 - ii. Storage facility
- Products to support this program include:
- i. Large bins, wheeled cart, racks, Vehicle (EV ideally)
- Staffing to Support this program includes:
 - i. 1 Full time delivery driver and 1 part time dishwasher.
- Partnerships sought to support this program:
 - i. Meals on Wheels and Congregate Dining Operators
- Action Steps as defined in Tasks 2-6 below

2. Testing reusable solutions in real-world food-service scenarios to evaluate consumer demand and perception, and gather information on financial, operations, and environmental impacts.

Sparkl plans to apply the lessons learned from piloting reusables at Whole Foods Market in San Rafael to partner with 1 ecologically minded grocer in Sonoma County. Cursory interest has been expressed by Oliver's Market for Sparkl's work, and Oliver's would make an ideal partner.

The overall goal of this project would be to test a deposit model for reusables that reduces the friction associated with the app + membership model that's been the dominant system for accessing reusables currently. Achieving greater price parity between reusables and disposables will energize a larger customer response to reusables that most people are unfamiliar with and otherwise aren't likely to adopt (behavior change) in large numbers. This scale will have a resulting impact on both human behavior and the environment.

Based on our experience at similar vendor and green-minded customers, we anticipate adoption to start at around 50 uses per week (200 per month). If the financials of this deposit model work well for all parties, our goal would be get to 1,000 reuses per month by the second year of operation. The annual impact at this level of adoption would be:

4,800	Pounds of GHG
15,720	Gallons of Water
1,440	Pounds of waste

The location(s) will depend on which grocery store we sign up for the pilot. The needs for this project are:

- Infrastructure to support the program:
 - A wash facility
 - A storage facility
 - Technology related consultations to integrate reuse deposit into P.O.S systems
- Products to support this program include:
 - Large bins, wheeled cart, racks, Vehicle (EV ideally)
- Staffing to Support this program includes:
 - One part time delivery driver
 - One part time dishwasher
 - One part time Reuse Marketing and Outreach Specialist
- Partnerships sought to support this program:
 - Independent Grocers such as Oliver's Markets or a chain such as Whole Foods Market.
- Action Steps as defined in Tasks 2-6 below

Expand Sparl's *Durables Delivered* service that leases reusables and handles pick up, delivery and washing services.

SPARKL to add to its existing inventory of multiple type of reusables (clamshell containers, plates, bowls, dishes, utensils) along with the return receptacles, liners and signage to facilitate returns. These would be available for leasing by caterers and event organizers. Sparkl shares sustainability metrics with the zero-waste organizers after each event. The goal is to make

reusables as easily accessible and single-use disposables. Sparkl would like to apply funding from Zero Waste Sonoma to market this product and service to caterers and event organizers and gauge market reception and interest. Usage goals are for two caterers and two corporate/ municipal event organizers to try this service per year (in 2024 and 2025) at events ranging from 150 to 1,500 participants. Assuming 8 such events with an average of 400 attendees each using 2 items (plate + cup/bowl/utensil), the impact would be:

2,560	Pounds of GHG
8,384	Gallons of Water
768	Pounds of waste

The location(s) of this service ideally would be within a 15 mile radius of our other operations in the county unless organizers pick up the reusables themselves. The needs for this project are:

- Infrastructure to support the program:
 - A wash facility
 - A storage facility
- Products to support this program include:
 - Large bins, wheeled cart, racks, Vehicle (EV ideally)
- Staffing to Support this program includes:
 - Quarter time delivery driver
 - Quartert time dishwasher
 - Quarter part time Reuse Marketing and Outreach Specialist
- Partnerships sought to support this program:
 - Caterers
 - Event organizers associated with private companies or municipalities
 - Event venue owners / Managers
- Action Steps as defined in Tasks 2-6 below

Action Steps:

Task 2: Conduct Outreach to Establish Community Partnerships

- Meet with Agency to gather any information related to previous reusables business outreach .
- Recruit food providers to participate in the program.

Task 3: Program Implementation

- Secure storage location for the reusable foodware
- Determine hardware needed to enable reuse operations (return bins, shelving etc)
- Ordering, installing, or identifying hardware
- Identify and secure dropoff locations
- Identify dish washing facilities.
- Prepare and circulate job descriptions and strategy to announce them i.e at workforce development organizations.

• Ongoing program management and maintenance activities (marketing and promotion to collection, cleaning and restocking and replacing foodware when necessary).

Task 4: Procure Products and Materials

- Meet with Agency to gather any information from previous business outreach around interest in cups and utensils (i.e from a franchise owner of a national chain).
- Determine market and business interest in specific foodware for purchase
- Proced to procure reusable products and materials on behalf of the Agency.

Task 5: Monitoring and Communication

- Ongoing monitoring to determine progress and improvements needed to increase adoption.
- Compile data and share annually reflecting:
 - The number of businesses/organizations participating in the program,
 - The number/volume and type of single-use items prevented, reused and/or recovered,
 - The greenhouse gas emissions impact of the program and how it will be monitored and measured and the methodology used to measure impact i.e, software, estimating waste based on volume, etc). This data should be reported annually through the contract term.
- Monthly/quarterly meetings with Agency to report progress and challenges and share recommendations for improvements (around the goal of establishing a long-term, viable reusable food ware service throughout the 10 member jurisdictions).

Task 6: Submit Interim and Final Reports

- Submit to the Agency a brief Draft Report (in sortable electronic and paper formats) for review and comment annually with minimum data to include:
 - Number of participating food facilities
 - Quantity of material by type converted from disposables to reusables for each entity and overall project
 - Photo documentation and description of food facilities
 - Brief case study of at least one participating restaurant, event, or facility
 - Funding allocation for infrastructure, equipment, staffin
 - Prepare a Final Report annually and present it to the Agency (following the draft)

Appendix I

Resumes of Key Personnel