



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

May 18, 2023

REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

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

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

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REGULAR MEETING

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Table of Contents

<u>Description</u>	<u>Page</u>
Agenda	1
Agenda Notes	4
Item 4.1: Minutes of the March 16, 2023 Meeting	5
Item 4.2: March, April, May, and June 2023 Outreach Calendar	9
Item 4.3: Approval of First Amendment to Agreement for HHW Transportation and Disposal Services with ACTenviro	11
Item 4.4: Approval of Third Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services with Onsite Electronics Recycling, LLC	39
Item 4.5: Approval of Fourth Amendment to Agreement with Soluna Outreach Solutions for Oil Payment Program	65
Item 4.6: Approval of Agreement with Soluna Outreach Solutions for Spanish Language Outreach Program	69
Item 5: Approval of the Fourth Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors	85

Note: This packet is 90 pages total



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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 707-565-3687 by 5:00 pm Wednesday, May 17th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

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



Agenda

Item

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

Consent (w/attachments)

- 4.1 Minutes of the March 16, 2023 Meeting
- 4.2 March, April, May, and June 2023 Outreach Calendar
- 4.3 Approval of First Amendment to Agreement for HHW Transportation and Disposal Services with ACTenviro
- 4.4 Approval of Third Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services with Onsite Electronics Recycling, LLC
- 4.5 Approval of Fourth Amendment to Agreement with Soluna Outreach Solutions for Oil Payment Program
- 4.6 Approval of Agreement with Soluna Outreach Solutions for Spanish Language Outreach Program

Regular Calendar

5. Approval of the Fourth Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors
6. Boardmember Comments – NO ACTION
7. Executive Director Report – VERBAL REPORT
8. Staff Comments – NO ACTION
9. Next ZWS meeting: June 15, 2023
10. 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) 565-3788, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

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



To: Zero Waste Sonoma Board Members
From: Leslie Lukacs, Executive Director
Subject: May 18, 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.

- 4.1 Minutes of the March 16, 2023 Meeting
- 4.2 March, April, May, and June 2023 Outreach Calendar
- 4.3 Approval of First Amendment to Agreement for HHW Transportation and Disposal Services with ACTenviro
- 4.4 Approval of Third Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services with Onsite Electronics Recycling, LLC
- 4.5 Approval of Fourth Amendment to Agreement with Soluna Outreach Solutions for Oil Payment Program
- 4.6 Approval of Agreement with Soluna Outreach Solutions for Spanish Language Outreach Program

Regular Calendar

5 Approval of the Fourth Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors

The management of HHW generated in Sonoma County is a core function of ZWS. Current programs operated by Clean Harbors include the permanent HHW Facility for residents and Very Small Quantity Generating businesses, weekly temporary HHW Collection Events, and the HHW Rover Service. In April 2022, the Board approved the Third Amendment to the Agreement that included an 8% increase equating to roughly \$124,000, an extension of one year, and liquidated damages for the following categories: reporting, manifesting, battery sorting, collection events, safety, regulatory, paint service, and other. This extension expires on June 30, 2023. Staff and Clean Harbors would like to extend the term of the agreement by one year to expire on June 30, 2024. **Staff recommends the Board approve the resolution authorizing the Zero Waste Sonoma Executive Director to execute the Fourth Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors Environmental Services and to approve any minor edits of the draft Agreement.**



Minutes of the March 16, 2023 Meeting

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

Board Members Present:

City of Cloverdale – David Kelly	City of Santa Rosa – Dianna MacDonald
City of Cotati – Susan Harvey	City of Sebastopol – Diana Rich
City of Healdsburg – Evelyn Mitchell	City of Sonoma - ABSENT
City of Petaluma – Patrick Carter	County of Sonoma – Susan Gorin
City of Rohnert Park – Emily Sanborn	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 Closed Session 9:00 a.m.

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

2. Adjourn Closed Session at 9:37 a.m.

3. Call to Order Regular Meeting

Regular session was called to order at 9:43 a.m.
Introductions

4. Agenda Approval

5. Public Comments (items not on the agenda)

6. Consent (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

Board Comment: Move item 6.3 from consent to after item 7

Public Comments:

Bonita Cole – Would like to more outreach in the community to inspire better involvement.

Motion: For approval of the consent calendar.

First: City of Petaluma – Patrick Carter

Second: City of Sebastopol – Diana Rich

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

7. Public Hearing for the Consideration of Organics Disposal Fee and ZWS Fee Increase [Collard]

Board Comments/Action Items:

- What are the increases proposed by Republic?
- What is the Agency Fee?
- How does this impact our reserves?
- What is the percentage decrease to the organics decrease?
- This report is a great blend between cost coverage and ratepayer consideration
- What are the restrictions on the use of the reserve funds?
- Can we raise the fee higher than what was posted?

Public Comments:

None

Motion: To approve the increase of \$0.65/ton to the Sonoma County Waste Management surcharge and increase the Organics tipping fee by \$4.00/ton.

First: City of Petaluma – Patrick Carter

Second: County of Sonoma – Susan Gorin

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. Item 6.3 - ZWS FY 2023/24 Final Budget [Collard]

Board Comments/Action Items:

- Can staff address their marketing methods?

Public Comments:

Bonita Cole – I would like to see more money spent on marketing. Signage in public spaces, articles in the paper, etc.

Motion: To approve the FY23/24 Final Budget

First: City of Petaluma – Patrick Carter

Second: County of Sonoma – Susan Gorin

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

8. 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]

Board Comments/Action Items:

- How many businesses do we expect to impact?
- What do you expect to be able to implement within the confines of this grant?
- How many events?
- How many institutions?
- What will be the selection process?
- Can we partner with existing refill companies in the county?
- We need to be PFAs free containers and make sure they are recyclable at end of life.
- How do we keep consumers from throwing the containers in the trash when they are done?
- Where is the wash facility going to be located?
- Are the pilots going to be going on at the same time or will you wait for the success of each one?
- What is the reuse rate for the containers?
- Will the original purchased items be owned by ZWS? How can we use lessons learned from this pilot moving forward?
- Has Sparkl worked with Green Mary? There may be an opportunity for synergy.
- Is there anything that would preclude a private business interested in entering into this field?

Public Comments:

Bonita Cole – this is a good program, but I worry about water usage for a program like this.

Motion: Motion to approve the execution of 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

First: City of Rohnert Park – Emily Sanborn

Second: City of Sebastopol – Diana Rich

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.

Dianna MacDonald left 10:57 a.m.

- 7. Boardmember Comments – NO ACTION**
- 8. Executive Director Report – NO ACTION**
- 9. Staff Comments – NO ACTION**
- 10. Next SCWMA meeting: April 20, 2023**
- 11. Adjourn: 11:03 am**

Submitted by: Thora Collard



Agenda Item #: 4.2
 Agenda Date: 5/18/2023

ITEM: March, April, May, June 2023 Outreach Calendar

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
4/15/23	4/15/23	11:00 AM	3:00 PM	Environmental Resource Fair at Latino Family Education Summit – Cotati
4/18/23	4/18/23	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	4/22/23	10:00 AM	2:00 PM	DEA Drug Take Back Day

Start date	End date	Start time	End time	Event
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

May 2023 OUTREACH

Start date	End date	Start time	End time	Event
5/2/23	5/2/23	4:00 PM	8:00 PM	HHW Collection Event – Guerneville
5/6/23	5/6/23	9:00 AM	12:00 AM	Compost Giveaway – Sebastopol
5/6/23	5/6/23	10:00 AM	3:00 PM	Fire & Earthquake Safety Expo – Healdsburg
5/6/23	5/6/23	10:00 AM	1:00 PM	Community Health and Engagement Fair – Guerneville
5/9/23	5/9/23	4:00 PM	8:00 PM	HHW Collection Event – Santa Rosa (East)
5/11/23	5/11/23	7:00 AM	2:00 PM	Z2 Track Days – Sonoma Raceway
5/12/23	5/14/23	9:00 AM	5:00 PM	E-Waste Recycling Event – Healdsburg
5/13/23	5/13/23	9:00 AM	5:00 PM	Mattress Recycling – Healdsburg
5/13/23	5/13/23	10:00 AM	4:00 PM	Compost Giveaway/ Eco-Friendly Garden Tours
5/16/23	5/16/23	4:00 PM	8:00 PM	HHW Collection Event – Rohnert Park
5/21/23	5/21/23	10:00 AM	1:00 PM	Compost Giveaway – Cazadero
5/23/23	5/23/23	4:00 PM	8:00 PM	HHW Collection Event – Windsor
5/30/23	5/30/23	4:00 PM	8:00 PM	HHW Collection Event – Kenwood

June 2023 OUTREACH

Start date	End date	Start time	End time	Event
6/3/23	6/3/23	9:00 AM	12:00 PM	Compost Giveaway – Santa Rosa, Recology Yard
6/6/23	6/6/23	4:00 PM	8:00 PM	HHW Collection Event – Oakmont
6/13/23	6/13/23	4:00 PM	8:00 PM	HHW Collection Event – Bodega Bay
6/15/23	6/15/23	8:00 AM	12:00 PM	Compost/Mulch Giveaway – Santa Rosa
6/16/23	6/18/23	9:00 AM	5:00 PM	E-Waste Recycling Event – Santa Rosa
6/17/23	6/17/23	9:00 AM	5:00 PM	Mattress Recycling – Luther Burbank Center
6/20/23	6/20/23	4:00 PM	8:00 PM	HHW Collection Event – Larkfield
6/23/23	6/23/23	1:30 PM	4:30 PM	Korbel Environmental, Health, And Safety Fair
6/27/23	6/27/23	4:00 PM	8:00 PM	HHW Collection Event – Healdsburg



Agenda Item #: **4.3**
Staff Contact: **Scott**
Agenda Date: **May 18, 2023**
Approved By: **LL**

ITEM: Approval of First Amendment to Agreement for HHW Transportation and Disposal Services with ACTenviro

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

II. BACKGROUND

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

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

III. DISCUSSION

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

Clean Harbors will continue to provide labor, equipment, and supplies for HHW facility operations and will also continue to transport and dispose of HHW. If Clean Harbors cannot ship HHW in a timely manner from the facility, ACTenviro will be contacted to assist. To date, Clean Harbors has been able to perform all operations and staff has not had to utilize the contract with ACTenviro. The Agreement allows for two annual extensions and staff is requesting a First Amendment to extend the contract with ACTenviro through June 30, 2024. The First Amendment also updates the pricing structure.

IV. FUNDING IMPACT

ACTenviro's disposal rates are higher than Clean Harbors by approximately 18%. Clean Harbors averages between \$50,000 - \$70,000 in disposal fees per month and any funds paid to ACTenviro will be a reduction to the Clean Harbors budget appropriations. Staff is requesting the Board

approve ACTenviro's services not to exceed \$140,000 per fiscal year through FY 23/24.

V. ATTACHMENTS

Resolution

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

Agreement for On-Call HHW Transportation and Disposal Services

RESOLUTION NO.: 2023-10

DATED: May 18, 2023

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency’s Executive Director to negotiate and execute the First Amendment to the Agreement with ACTenviro for On-Call Household Hazardous Waste Transportation and Disposal Services through June 30, 2024.

MEMBERS:

-- -- -- -- --
Cloverdale Cotati County Healdsburg Petaluma

-- -- -- -- --
Rohnert Park Santa Rosa Sebastopol Sonoma Windsor

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

SO ORDERED

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

ATTEST: DATE: May 18, 2023

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

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

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

RECITALS

- A. Agency and Contractor entered into an Agreement for On-Call Household Hazardous Waste Transportation and Disposal Services ("Agreement") executed on October 27, 2021, pursuant to which Contractor agreed to transport and dispose of household hazardous waste as needed; and
- B. The Agreement term expires on June 30, 2023; and
- C. Agency and Contractor desire to update the payment terms and extend the term of the Agreement to expire on June 30, 3024.

AMENDMENT

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

"3. Term of Agreement. The term of this Agreement shall be from Effective Date to June 30, 2024, with up to one annual extension upon written mutual agreement, which extensions may be authorized on behalf of the Agency by the Agency Executive Director, unless terminated earlier in accordance with the provisions of Article 4 below."

- 2. Amendment to Exhibit B. Exhibit B is hereby amended in its entirety to read as follows:

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**EXHIBIT B
SCHEDULE OF COSTS**

WASTE DISPOSAL MATRIX

Category	Qty HHWCF FY20/21	Waste Mgmt. Method	Waste Packaging Method	Unit Size (priced per container unless noted lb.)	T&D Cost per Unit	Pounds per Unit
	[1]	[2]	[3]	[4]	[5]	
Flammable & Poison						
Flammable solid	3,750	DI	LO	55	\$425.00	250
Fussee	946	DI	LO in H2O	5	\$350.00	120
Flammable Liquid Loose Pack	172,550	FB	LO	55	\$250.00	250
Flammable Liquid - Bulk	61,650	FB	BU	55	\$165.00	450
Oil Based Paint - PaintCare	157,270	FB	LO	Varies	N/A	750
Paint Related Material	216,200	FB	LO	CYB	\$650.00	900
Poison liquids	179,505	DI	LP	55	\$300.00	250
Poison solids	73,550	DI	LP	CYB	\$725.00	900
Reactives (4.1, 4.2, 4.3)	61	DI	LP	5	\$200.00	20
Flares - 1.4D	50	DI	LP	5	\$225.00	15
Acid						
Acid	42,000	TR	LP	55	\$265.00	250
Base						
Base	100,064	TR	LP	55	\$265.00	250
Oxidizer						
Organic peroxides	38	DI	LP	5	\$200.00	15
Oxygen-thin walled cylinders	15	RC	LP	EA	\$15.00	
Oxidizing base	29,700	TR	LP	55	\$435.00	250
Oxidizing acid	6,236	TR	LP	20	\$300.00	50
PCB-containing						
Other PCB waste (ballasts)	4,200	DI	LP	LB	\$6.10	700
Aerosol						
Aerosols	89,500	FB/DI	LO	CYB	\$725.00	600
Reclaimable						
Antifreeze	46,058	RC	BU	GAL		8.5
Lead-Acid Batteries	N/A	RC	PA	lb	\$0.25	40
Fluorescent Tubes	N/A	RC	LO	LF	\$0.16	0.125
HID lamps	N/A	RC	LO	EA	\$3.00	0.50
Compact fluorescent lamps	N/A	RC	LO	EA	\$1.25	0.25
U-Tubes	N/A	RC	LO	EA	\$1.25	0.50
UV Lamps	N/A	RC	LO	EA	\$6.00	0.625
Latex Paint - PaintCare (box)	175,537	RC	LO	CYB	N/A	750
Latex Paint - PaintCare (roll-off)	893,000	RC	LO	Roll-off	N/A	20,000
Motor Oil	197,195	RC	BU	GAL		8
Oil Filters	6,000	RC	LO	55	\$125.00	400
Mercury	190	RC	LP	5	\$350.00	25
Other						
Propane 5 gal	17,855	RC	PA	EA	\$10.00	25
MAPP Gas	150	RC	LO	EA	\$15.00	30
Flammable Gas small cyls.	7,006	RC	LO	CYB	CBC	450
Fire Extinguishers	13,510	RC	LO	EA	\$10.00	200
Freon 16oz - 2-gal	120	RC	LO	EA	\$35.00	40
Spray Foam 1-5 gal	400	DI	LO	EA	\$45.00	400
Sharps	N/A	DI	LO	Tub	\$35.00	25
Non-PCB Ballasts	4,301	DI	LO	LB	\$0.40	700
Alkaline Batteries	63,300	RC	LO	55/lb	\$0.84	700
Rechargeable batteries	N/A	RC	LO	55/lb	\$0.60	600
Lithium Batteries	N/A	RC	LO	lb	\$4.00	40
Lithium-Ion Batteries	N/A	RC	LO	lb	\$0.45	40
Button Cell batteries	N/A	RC	LO	lb	\$4.50	50
Empty Drums	0	RC	LO	EA	\$20.00	50
Asbestos						
	1,800	LF	LO	CYB	\$300.00	750

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

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for On-Call Household Hazardous Waste Transportation and Disposal Services as of _____, 2023.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: _____
Leslie Lukacs, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

CONTRACTOR:

ACTenviro

By: _____
Signature

Name: _____

Title: _____

Date: _____

**AGREEMENT FOR ON-CALL HOUSEHOLD HAZARDOUS WASTE
TRANSPORTATION AND DISPOSAL SERVICES**

This agreement ("Agreement") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and ACTenviro, (hereinafter "Contractor"). The effective date shall be the date upon which the Executive Director issues a written notice to proceed to Contractor.

RECITALS

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

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

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

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

WHEREAS, Agency desires to enter into this Agreement so that Contractor is available to provide on call transportation and disposal services for household hazardous waste as needed at the HHW Facility to allow for the continued operation and safety of the HHW Facility.

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

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose of establishing a contract for On-Call Household Hazardous Waste Transportation and Disposal Services. Contractor shall perform services as defined in Exhibit A, Scope of Services.

1.2 Cooperation with Agency. Contractor shall cooperate with AGENCY, AGENCY staff, and AGENCY's Primary Contractor in the performance of all work hereunder.

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

Throughout the term of this agreement, including any extensions, Contractor shall:

a) Comply with all federal, state, and/or local laws and regulations, including but not limited to the California Hazardous Waste Control Law ("HWCL") (Cal. Health & Safety Code §25100 et seq.), All regulations implementing the HWCL, including but not limited to: 22 C.C.R. §66001 et seq.; the California Occupational Safety and Health Act (Cal. Labor Code §6300 et seq.); the Federal Occupational Safety and Health Act (29 U.S.C. §651 et seq.); Federal Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); and all Department of Transportation Regulations relating to hazardous materials (Subtitle B, Chapter I, Subchapter C of Volume 49 of the Code of Federal Regulations) (the "Legal Requirements").

b) Be informed on current costs, procedures, and analytical requirements for disposal of Hazardous Waste at approved CalEPA and US EPA permitted Hazardous Waste facilities utilized during the course of performing this contract.

c) Transport Hazardous Waste as directed by the Agency Representative for final disposal in accordance with all applicable Legal Requirements. For purposes of this Agreement Hazardous Waste shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative Agency ordinance or any regulation, order, rule or requirement adopted thereunder, or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, as well as any formaldehyde, polychlorinated biphenyl, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids,

liquefied natural gas or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985 (42 U.S.C. Section 3011 et seq.) and California's Hazardous Waste Control Law (HWCL).

d) Contractor shall dispose of Hazardous Wastes only at the facilities designated in Exhibit C. Alternate facilities may be utilized upon prior written approval by Agency Representative. Contractor may be required to submit permits, proof of insurance and/or environmental audits on any facility listed in Exhibit C or alternative facility. Agency reserves the right to reject any disposal facility at any time, including those listed in Exhibit C.

e) Contractor shall provide AGENCY final disposal certificates for all Hazardous Wastes that are fuel blended, treated, incinerated or landfilled.

f) AGENCY shall not be responsible for additional costs incurred as a result (directly or indirectly) of a treatment, storage or disposal facility ("TSDf") or other authorized facility refusing to take Hazardous Waste from Contractor, or as a result of Contractor not having prior contract arrangements for use of a particular TSDf or other authorized facility. This includes the repacking and manifesting of misdirected or rejected Hazardous Wastes. Contractor shall provide Agency with all paperwork associated with the rejection and disposal of Hazardous Waste.

g) Make all of its facilities and related documentation available to the AGENCY for onsite and paper audits by AGENCY or designated 3rd party auditor. Additionally, Contractor must arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by AGENCY or designated 3rd party auditor.

1.4 Assigned Personnel.

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

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

remove, replace, substitute, or otherwise change any key personnel without the prior written consent of AGENCY.

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

2. Payment. Contractor shall pay AGENCY in accordance with Exhibits A and B which set out the payment terms and shall not exceed \$140,000 per fiscal year.

3. Term of Agreement. The term of this Agreement shall be from Effective Date to June 30, 2023, with up to two annual extensions upon written mutual agreement, which extensions may be authorized on behalf of the AGENCY by the AGENCY Executive Director, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

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

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to AGENCY, and to defend, indemnify, hold harmless, reimburse and release AGENCY, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by AGENCY to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by

any person or entity arising out of or in connection with the performance of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole negligence or willful misconduct of AGENCY. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to AGENCY, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

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

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

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

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than Five Million Dollars (\$5,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

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

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

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

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

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

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

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

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

6.5 Pollution Legal Liability. Pollution legal liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than Five Million Dollars (\$5,000,000) 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.

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

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

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

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

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

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

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

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

9. Representations of Contractor.

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

9.1.1 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Contractor's Scope of Services, as attached hereto and incorporated herein as Exhibit A, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a

change to the information provided pursuant to Contractor's Scope of Services that was not initiated by Contractor.

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

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

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

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

9.6 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to

nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

9.8 Reserved.

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

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

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

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in 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: Sonoma County Waste Management Agency
Attention: Courtney Scott
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Phone: (707) 888-0476
Email: Courtney.scott@sonoma-county.org

CONTRACTOR: ACTenviro
Attention: Shawn Ball
967 Mabury Rd.
San Jose, CA 95133
Phone: 9496076379

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof

shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of October 27, 2021.

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: Leslie Lukacs
Leslie Lukacs, Executive Director

CONTRACTOR:

By: ON OTHER PAGE


Name: _____

Title: _____

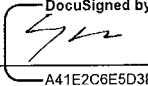
APPROVED AS TO SUBSTANCE BY
AND CERTIFICATES OF INSURANCE
ON FILE WITH:

By: Leslie Lukacs
Executive Director

APPROVED AS TO FORM FOR AGENCY:

By: 
Agency Counsel

CONTRACTOR:

By:  _____
A41E2C6E5D3E451...

Name: Shawn Ball

Title: Vice President - Commercial

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

By: _____
Executive Director

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

EXHIBIT A
SCOPE OF SERVICES

1. Tasks. The services to be performed under the Agreement include the following tasks:
 - A. Transport and Disposal of Hazardous Waste. Contractor shall, at such times and as directed by the Agency representative or the Primary Contractor, transport and dispose of Hazardous Wastes from the HHW Facility in accordance with all Legal Requirements. The categories of Hazardous Wastes that Contractor will transport and dispose of are described in the Schedule of Costs attached to this Agreement as Exhibit B and incorporated herein

The Hazardous Waste shall be packaged for transport by the Primary Contractor.
 - B. Materials Provided. Contractor will provide 53' trailers for transport or 26' box trucks with a liftgate. Bills of lading (BOLs) and manifests are provided at no extra cost. If Contractor is providing labor for any task, first aid kits, fire extinguishers, gloves, safety glasses, safety vests, and hard hats will be provided at no extra cost to the Agency.
 - D. Truck Loading. Contractor shall be responsible for loading such Hazardous Waste onto its 53' trailers or 26' box trucks and shall ensure they are loaded in accordance with regulatory requirements.
 - E. Pickup and Disposal Destination. Contractor shall pick up Hazardous Waste that is loaded and sorted onto Contractor's 53' trailer or 26' box trucks at the HHW Facility and will transport the Hazardous Waste located thereon only at the facilities designated in Exhibit C. Alternate facilities may be utilized upon prior written approval by Agency Representative. Contractor may be required to submit permits, proof of insurance and/or environmental audits on any facility listed in Exhibit C or alternative facility. Agency reserves the right to reject any disposal facility at any time, including those listed in Exhibit C.
 - F. Scheduling. Agency representative or Primary Contractor shall provide Contractor with not less than 7 days' notice prior to scheduling a pickup of Hazardous Wastes by Contractor, and shall specify the date and approximate time for the pickup, the volume of Hazardous Waste to be transported and disposed of, and the categories of Hazardous Waste that will be picked up. Contractor may also provide regularly scheduled pickups if desired by Agency.
 - G. Paperwork. Contractor shall provide BOLs and manifests at the time of shipment and shall be filled out by Contractor. Contractor will provide Agency or Primary Contractor with a copy of BOLs and manifests within 30 days of receipt at the destination facility and provide Agency with an annual report of waste by type and weight on August 31 for the prior fiscal year.
2. Cost. Contractor shall be reimbursed for disposal costs of Hazardous Wastes at the unit prices set forth in Exhibit B. Agency shall only pay Hazardous Wastes disposal costs for Hazardous

Wastes that have been shipped, and for which a signed manifest has been returned or for which a valid billing of lading or manifest exists. If Contractor is compensated through the California Architectural Paint Recovery Program, any program products, covered under the California Architectural Paint Recovery Program codified by Public Resources Code 48700 and administered by PaintCare Inc. a non-profit (501(c)(3) organization, established by the American Coatings Association to implement California's Paint Stewardship Law, shall not be reimbursed by Agency and disposal costs shall not be charged to CESQGs or charged to the Load Check Program.

Agency shall provide reimbursement within thirty (30) days of receipt of an invoice and the required supporting documentation from Contractor.

EXHIBIT B

SCHEDULE OF COSTS

[Inserted after this cover page]

**EXHIBIT B
SCHEDULE OF COSTS**

WASTE DISPOSAL MATRIX

Category	Qty HHWCF FY20/21	Waste Mgmt. Method	Waste Packaging Method	Unit Size (priced per container unless noted lb.)	T&D Cost per Unit	Pounds per Unit
	[1]	[2]	[3]	[4]	[5]	
Flammable & Poison						
Flammable solid	3,750	DI	LO	55	\$350.00	250
Fussee	946	DI	LO in H2O	55	\$350.00	300
Flammable Liquid Loose Pack	172,550	FB	LO	55	\$170.00	250
Flammable Liquid - Bulk	61,650	FB	BU	55	\$145.00	450
Oil Based Paint - PaintCare	157,270	FB	LO	Varies	N/A	750
Paint Related Material	216,200	FB	LO	CYB	\$575.00	900
Poison liquids	179,505	DI	LP	55	\$270.00	250
Poison solids	73,550	DI	LP	CYB	\$700.00	900
Reactives (4.1, 4.2, 4.3)	61	DI	LP	5	\$200.00	20
Flares - 1.4D	50	DI	LP	5	\$225.00	15
Acid						
Acid	42,000	TR	LP	55	\$220.00	250
Base						
Base	100,064	TR	LP	55	\$220.00	250
Oxidizer						
Organic peroxides	38	DI	LP	5	\$200.00	15
Oxygen-thin walled cylinders	15	RC	LP	EA	\$15.00	
Oxidizing base	29,700	TR	LP	55	\$435.00	250
Oxidizing acid	6,236	TR	LP	20	\$300.00	50
PCB-containing						
Other PCB waste (ballasts)	4,200	DI	LP	LB	\$6.10	700
Aerosol						
Aerosols	89,500	FB/DI	LO	CYB	\$605.00	600
Reclaimable						
Antifreeze	46,058	RC	BU	GAL		8.5
Lead-Acid Batteries	N/A	RC	PA	lb	\$0.25	40
Fluorescent Tubes	N/A	RC	LO	LF	\$0.16	0.125
HID lamps	N/A	RC	LO	EA	\$3.00	0.50
Compact fluorescent lamps	N/A	RC	LO	EA	\$1.25	0.25
U-Tubes	N/A	RC	LO	EA	\$1.25	0.50
UV Lamps	N/A	RC	LO	EA	\$6.00	0.625
Latex Paint - PaintCare (box)	175,537	RC	LO	CYB	N/A	750
Latex Paint - PaintCare (roll-off)	893,000	RC	LO	Roll-off	N/A	20,000
Motor Oil	197,195	RC	BU	GAL		8
Oil Filters	6,000	RC	LO	55	\$125.00	400
Mercury	190	RC	LP	5	\$350.00	25
Other						
Propane 5 gal	17,855	RC	PA	EA	\$10.00	25
MAPP Gas	150	RC	LO	EA	\$15.00	30
Flammable Gas small cyls.	7,006	RC	LO	CYB	CBC	450
Fire Extinguishers	13,510	RC	LO	EA	\$10.00	200
Freon 16oz - 2-gal	120	RC	LO	EA	\$35.00	40
Spray Foam 1-5 gal	400	DI	LO	EA	\$45.00	400
Sharps	N/A	DI	LO	Tub	\$35.00	25
Non-PCB Ballasts	4,301	DI	LO	LB	\$0.40	700
Alkaline Batteries	63,300	RC	LO	55/lb	\$0.84	700
Rechargeable batteries	N/A	RC	LO	55/lb	\$0.60	600
Lithium Batteries	N/A	RC	LO	lb	\$4.00	40
Lithium-Ion Batteries	N/A	RC	LO	lb	\$0.45	40
Button Cell batteries	N/A	RC	LO	lb	\$4.50	50
Empty Drums	0	RC	LO	EA	\$20.00	50
Asbestos	1,800	LF	LO	CYB	\$300.00	750

**EXHIBIT B
SCHEDULE OF COSTS**

WASTE DISPOSAL MATRIX

Notes:

[1] Pounds of waste collected by the Program in 2020/21 fiscal year, reuse program closed.

[2] Waste Management Method RU - Reuse
 RC - Recycle
 FB - Fuels Blending
 TR - Treatment
 DI - Destructive Incineration
 LF - Landfill *
 Other treatment (specify)
 * Specify Class I, Class II or Class III landfill

[3] Waste Packaging Method LO - Loose pack
 LP - Lab pack
 BU - Bulking
 PA - Palletized
 Other (specify)

[4] Unit 55 - 55 gallon drum
 CYB - cubic yard box
 5 - 5 gallon pail
 EA - each
 GAL - gallon
 LF - linear foot
 LB - pound
 RO - 40 yd roll-off bin

[5] Rates for other container sizes shall be as follows: <10 gallon drums - 25% of 55 gallon drum rate
 10-25 gallon drums - 30% of 55 gallon drum rate
 30 gallon drums - 75% of 55 gallon drum rate
 Cubic yard box - triple the 55 gallon drum rate

EXHIBIT C

LIST OF APPROVED DISPOSAL FACILITIES

[Inserted after this cover page]

EXHIBIT C



All waste collected for the County's Household Hazardous Waste Program are sent to the following EPA approved facilities for disposal/recycle:

Facility Name	EPA ID #	Address	Telephone
ACT Albuquerque	NMD002208627	6137 Edith Blvd. NE Albuquerque, NM 87107	505.349.5220
Rineco Chemical Ind.	ARD981057870	819 Vulcan Road Benton, AR 72018	501.778.9089
Veolia	TXD000838896	Highway 73, 3.5 miles W of Taylor Bayou Port Arthur, TX 77640	409.736.2821
US Ecology Beatty NV	NVT33001000	Highway 95, 12 miles S. of Beatty, Beatty, NV 89003	800.239.3943
Covanta Tulsa	OKD144420981	2122 South Yukon Ave. Tulsa, OK 74107	918.699.0011
ACT Albuquerque	NMR000026021	208 Murray Rd. SE Albuquerque, NM 87105	505.445.9400
Freon Free	100% Recycle	1881 Walters Ct., Ste A Fairfield, CA 94533	707.429.9013
AERC / Clean Earth	CAD982411993	30677 Huntwood Ave. Hayward, CA 94544	510.429.4970
EWS	100% Recycle	1456 S. Gage St. San Bernardino, CA 92408	800.579.6834

ACTenviro owns and operates a fully-permitted Part B RCRA Treatment, Storage and Disposal Facility in Albuquerque, NM.

ACT will ALWAYS offer the County a broad spectrum of environmentally-sound and cost-effective disposal management technologies for its collected wastes.

ACT utilizes select reputable final destination facilities for the recycling, fuel blending, treatment, incineration and/or disposal of a wide range of household hazardous wastes.



The following table identifies waste description, treatment method and disposal facilities using the following:

- Alt Fuels: alternate fuels
- INC: destructive incineration
- LF: landfill
- REC: recycle
- STAB: stabilization and landfill
- WWT: wastewater treatment

Waste Description	Treatment Method	Treatment Facility
Flammable, non-flammable aerosols	REC, Alt Fuels	US Ecology
Used motor oil	REC, Alt Fuels	List TSDF
Halogenated used oil	INC	Veolia
Contaminated diesel fuel/fuel oil	REC, Alt Fuels	Rineco
Chlorinated solvents	Alt Fuels, INC	List TSDF
Non-chlorinated flammable liquids	Alt Fuels	Rineco
Oil-based paints commodity pack	Alt Fuels	Rineco
Flammable Liquid lab pack	Alt. Fuels	List TSDF
Toxic Liquid lab pack	INC, Alt. Fuels, Waste to Energy	Veolia, Covanta
Water reactive lab pack	INC	Veolia
Oxidizer lab pack	INC, STAB	Veolia, US Ecology
Organic peroxide lab pack	INC	Veolia
Toxic commodity pack	INC	Veolia
Mercury debris	REC	ABQ
Elemental mercury	REC	ABQ
Corrosives lab pack	WWT, STAB	US Ecology, Veolia
Dry alkaline batteries	REC	AERC
Ni-Cad batteries	REC	AERC
Class 9 lab pack	Waste to Energy	Covanta
Oily water	Waste to Energy, STAB	Covanta, US Ecology
Oily debris	Waste to Energy	Covanta
PCB light ballasts	REC	AERC
Antifreeze	REC, Alt Fuels	EWS, Covanta
Cylinders (propane, MAPP, isobutane/propane, butane, helium)	REC	Freon Free
Fire extinguishers (any size)	REC	Freon Free
Latex paint in roll-off box	REC	Visions
Fluorescent bulbs – crushed	REC	AERC
Other regulated waste – lab pack	Waste to energy	Covanta
		List TSDF

ACTenviro will evaluate the different waste streams and discuss options with the County. For example, some oxidizers can be wastewater treated (WWT). WWT is more economical and still a viable and responsible environmental option.



Agenda Item #: 4.4
Staff Contact: Scott
Agenda Date: 5/18/2023
Approved By: LL

ITEM: Approval of Third Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board approve the resolution authorizing the Zero Waste Sonoma (ZWS) Executive Director to execute the Third Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services (Third Amendment) with Onsite Electronics Recycling, LLC.

II. BACKGROUND

The management of e-waste generated in Sonoma County is a core function of ZWS. In March of 2018, ZWS staff issued a Board-approved RFP for E-Waste Transportation and Recycling Services with the option of including handling services. Prior to 2018, ECS Refining was performing e-waste transportation and recycling services and Recology was performing e-waste handling services.

The Board approved the Agreement for E-Waste Handling, Transportation, and Recycling Services (Agreement) with Onsite Electronics (Onsite) on June 20, 2018, and a Notice to Proceed was issued on July 10, 2018. Onsite has been performing transportation and recycling services since then and started providing e-waste handling services in February 2019 after the previous contract with Recology expired.

The original termination date in the Agreement with Onsite was June 30, 2021. In April 2021, the First Amendment was executed providing an extension with a new termination date of June 30, 2022 and included an updated pricing structure. The payments to ZWS were increased from \$0.19/lb to \$0.26/lb for Covered Electronic Waste as set by the State of California. The costs to ZWS increased from \$0.10/lb to \$0.20/lb for Universal Waste Electronic Devices (UWED) due to changes in the plastic recycling industry. The cost of a trailer exchange also increased from \$525 per trailer to \$850 per trailer based on actual labor costs realized through operating experience.

The Second Amendment, executed in April 2022, extended the term of the agreement by one year and is set to expire on June 30, 2023.

III. DISCUSSION

ZWS staff is satisfied with the services provided by Onsite Electronics and wish to extend the contract. The proposed changes to the Third Amendment include an extension of the term to June 30, 2026, an increased truck exchange rate, and changes in the covered electronic waste (CEW) payments as described in the Funding Impact section.

IV. FUNDING IMPACT

With both revenue and expenditures calculated, the cost to ZWS is approximately \$67,487 per

year for E-Waste Handling, Transportation, and Recycling Services with Onsite Electronics. The Third Amendment reflects changes in the truck exchange rate and the covered electronic waste (CEW) payments.

In 2022, Onsite Electronics completed a total of 126 truck exchanges at the rate of \$850 each. The new rate of \$1,050 per truck exchange increases annual costs by \$25,200.

Onsite Electronics pays Zero Waste Sonoma for CEW in accordance with the recovery rate for approved collectors as set by CalRecycle. The current rate is \$0.33/pound, an increase from \$0.26/pound between July 2020 and June 2022. Using 2022 collected weight, the payment equates to \$153,514 annually.

The new rates have already been reflected in the ZWS work plan and in the budget presented to the Board in February and March of 2023, so no adjustment is required to the FY 23-24 budget.

V. ATTACHMENTS

1. Third Amendment to the Agreement
2. Second Amendment to the Agreement
3. First Amendment to the Agreement
4. Original Agreement for E-Waste Handling, Transportation, and Recycling Services
5. Resolution

**THIRD AMENDMENT TO AGREEMENT FOR E-WASTE HANDLING, TRANSPORTATION, AND
RECYCLING SERVICES**

This Third Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services (“Third Amendment”) is made as of the 18th day of May, 2023, by the Sonoma County Waste Management Agency (“Agency”) and Onsite Electronics Recycling, LLC (“Contractor”).

RECITALS

- A. Agency and Contractor entered into an Agreement for E-Waste Handling, Transportation, and Recycling Services, dated June 20, 2018, a First Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services dated April 15, 2021 and a Second Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services dated April 21, 2022 (collectively, “Agreement”) pursuant to which Contractor agreed to handle, sort, and transport electronic waste, and ensure the proper recycling of collected materials; and
- B. The Agreement expires on June 30, 2023; and
- C. Agency and Contractor desire to update the pricing structure in Exhibit A and extend the term of the Agreement to expire on June 30, 2026.

AMENDMENT

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

“3. Term of Agreement. The term of this Agreement shall be from Effective Date (July 10, 2018) to June 30, 2026, unless terminated earlier in accordance with the provisions of Article 4 below.”

- 2. Amendment to Exhibit A, Section 2 A. Exhibit A, Section 2 A is hereby amended in its entirety to read as follows:

“A. Payments to Agency:

- i. Equivalent to the recovery rate for Approved Collectors as set by CalRecycle for CRT CEW
- ii. Equivalent to the recovery rate for Approved Collectors as set by CalRecycle for non-CRT CEW
- iii. \$0.12 per pound for PCs”

3. Amendment to Exhibit A, Section 2 B. Exhibit A, Section 2 B is hereby amended in its entirety to read as follows:

"B. Costs to Agency:

- i. \$0.20 per pound for miscellaneous UWED
- ii. \$0.10 per pound for DLP devices
- iii. \$65.00 per box of four (4) rolls of shrink wrap
- iv. \$1,050.00 for 26' truck exchange from Central Disposal Site (includes transportation and labor for two staff)
- v. \$1,050.00 for 26' truck exchange from Sonoma Transfer Station (includes transportation and labor for two staff)"

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services on the day and year first written above.

AGENCY:
SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: _____
Leslie Lukacs, Executive Director

CONTRACTOR:
ONSITE ELECTRONICS RECYCLING, LLC

By: _____
Signature

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

SECOND AMENDMENT TO AGREEMENT FOR E-WASTE HANDLING, TRANSPORTATION, AND RECYCLING SERVICES

This Second Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services (“Second Amendment”) is made as of the 21st day of April, 2022, by the Sonoma County Waste Management Agency (“SCWMA”) and Onsite Electronics Recycling, LLC (“Contractor”).

RECITALS

WHEREAS, SCWMA and Contractor entered into that certain Agreement for E-Waste Handling, Transportation, and Recycling Services (the “Agreement”), dated June 20, 2018, pursuant to which Contractor agreed to handle, sort, and transport electronic waste, and ensure the proper recycling of collected materials; and

WHEREAS, that certain Agreement allows for up to two annual extensions upon written mutual agreement; and

WHEREAS, SCWMA and Contractor entered into a First Amendment to the Agreement on April 15, 2021 that updated the pricing structure and is set to expire on June 30, 2022.

NOW, THEREFORE, SCWMA and Contractor desire to extend the term of the Agreement to expire on June 30, 2023.

AMENDMENT

1. Amendment to Section 3, Term of Agreement. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

“3. Term of Agreement. The term of this Agreement shall be from Effective Date (July 10, 2018) to June 30, 2023, unless terminated earlier in accordance with the provisions of Article 4 below.”

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

[Remainder of page intentionally left blank]

Second Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: *Leslie Lukacs*
Leslie Lukacs, Executive Director

Date: May 3, 2022

CONTRACTOR:

ONSITE ELECTRONICS RECYCLING, LLC

By: *Janice Oldemeyer*
Janice Oldemeyer (Apr 27, 2022 15:13 MDT)

Its: JO

Date: Apr 27, 2022

APPROVED AS TO FORM:

By: *Ethan Walsh*
Ethan Walsh (May 3, 2022 17:39 PDT)
Ethan Walsh, Agency Counsel











Second Amendment to Onsite Electronics Agreement 2022

Final Audit Report

2022-05-04

Created:	2022-04-27
By:	Courtney Scott (Courtney.Scott@sonoma-county.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV2ztbyeoRVbdQdif8fBKS7RMxOy6J-1-

"Second Amendment to Onsite Electronics Agreement 2022" History

-  Document created by Courtney Scott (Courtney.Scott@sonoma-county.org)
2022-04-27 - 5:47:54 PM GMT- IP address: 209.77.204.154
-  Document emailed to Janice Oldemeyer (joldemeyer@onsiteelectronicsrecycling.com) for signature
2022-04-27 - 5:50:32 PM GMT
-  Email viewed by Janice Oldemeyer (joldemeyer@onsiteelectronicsrecycling.com)
2022-04-27 - 6:03:41 PM GMT- IP address: 104.28.48.88
-  Document e-signed by Janice Oldemeyer (joldemeyer@onsiteelectronicsrecycling.com)
Signature Date: 2022-04-27 - 9:13:57 PM GMT - Time Source: server- IP address: 50.78.84.173
-  Document emailed to Ethan Walsh (ethan.walsh@bbklaw.com) for signature
2022-04-27 - 9:13:59 PM GMT
-  Email viewed by Ethan Walsh (ethan.walsh@bbklaw.com)
2022-04-28 - 6:35:48 PM GMT- IP address: 104.28.85.187
-  Document e-signed by Ethan Walsh (ethan.walsh@bbklaw.com)
Signature Date: 2022-05-04 - 0:39:37 AM GMT - Time Source: server- IP address: 74.116.243.2
-  Document emailed to Leslie Lukacs (Leslie.Lukacs@sonoma-county.org) for signature
2022-05-04 - 0:39:38 AM GMT
-  Email viewed by Leslie Lukacs (Leslie.Lukacs@sonoma-county.org)
2022-05-04 - 2:06:08 AM GMT- IP address: 209.77.204.154
-  Document e-signed by Leslie Lukacs (Leslie.Lukacs@sonoma-county.org)
Signature Date: 2022-05-04 - 2:06:16 AM GMT - Time Source: server- IP address: 209.77.204.154

✔ Agreement completed.

2022-05-04 - 2:06:16 AM GMT

**FIRST AMENDMENT TO AGREEMENT FOR E-WASTE HANDLING,
TRANSPORTATION, AND RECYCLING SERVICES**

This First Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services (“First Amendment”) is made as of the _____ day of April, 2021, by the Sonoma County Waste Management Agency (“SCWMA”) and Onsite Electronics Recycling, LLC (“Contractor”).

RECITALS

WHEREAS, SCWMA and Contractor entered into that certain Agreement for E-Waste Handling, Transportation, and Recycling Services (the “Agreement”), dated June 20, 2018, pursuant to which Contractor agreed to handle, sort, and transport electronic waste, and ensure the proper recycling of collected materials; and

WHEREAS, that certain Agreement is set to expire on June 30, 2021 and allows for up to two annual extensions upon written mutual agreement; and

WHEREAS, SCWMA and Contractor wish to update the pricing structure for Payments to SCWMA and Costs to SCWMA in Exhibit A.

NOW, THEREFORE, SCWMA and Contractor desire to extend the term of the Agreement to expire on June 30, 2022.

AMENDMENT

1. Amendment to Section 3, Term of Agreement. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

“3. Term of Agreement. The term of this Agreement shall be from Effective Date (July 10, 2018) to June 30, 2022, with up to one annual extension upon mutual agreement, which extensions may be authorized on behalf of the SCWMA by the SCWMA Executive Director, unless terminated earlier in accordance with the provisions of Article 4 below.”

2. Amendment to Exhibit A, Section 2 A, Payments to SCWMA. Exhibit A, Section 2 A is hereby amended in its entirety to read as follows:

“A. Payments to SCWMA:

- i. \$0.26 per pound for CRT devices
- ii. \$0.26 per pound for non-CRT CEW
- iii. \$0.12 per pound for PCs”

3. Amendment to Exhibit A, Section 2 B, Costs to SCWMA. Exhibit A, Section 2 B is hereby amended in its entirety to read as follows:

First Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services

"B. Costs to SCWMA:


- i. \$0.20 per pound for miscellaneous UWED
- ii. \$65.00 per box of four (4) rolls of shrink wrap
- iii. \$850.00 for 26' truck exchange from Central Disposal Site (includes transportation and labor for two staff)
- iv. \$850.00 for 26' truck exchange from Sonoma Transfer Station (includes transportation and labor for two staff)"

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services on the day and year first above written.

AGENCY:

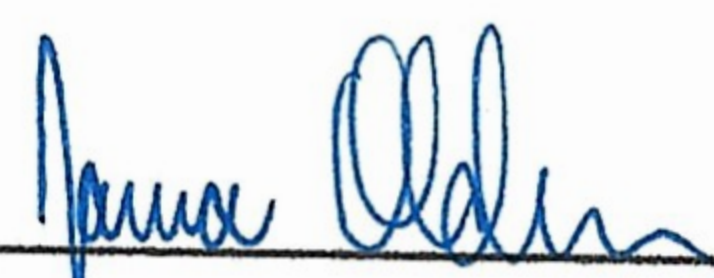
SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: 
Leslie Lukacs, Executive Director

Date: April 29, 2021

CONTRACTOR:

ONSITE ELECTRONICS RECYCLING,
LLC

By: 
Its: President

Date: 4-20-21

APPROVED AS TO FORM:

By: 
Ethan Walsh, Agency Counsel

AGREEMENT FOR E-WASTE HANDLING, TRANSPORTATION AND RECYCLING SERVICES

This agreement ("Agreement") is by and between the Sonoma County Waste Management Agency, (hereinafter "SCWMA"), and Onsite Electronics Recycling, LLC, a (hereinafter "Contractor"). The Effective date shall be the date upon which the Executive Director issues a written notice to proceed to Contractor.

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Electronic Waste ("E-Waste") transportation, recycling and related services; and

WHEREAS, in the judgment of the Board of Directors of SCWMA, it is necessary and desirable to employ the services of Contractor for transporting and recycling E-Waste collected at Sonoma County solid waste disposal facilities.

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 of establishing a contract for E-Waste Transportation and Recycling Services. Contractor shall perform services as defined in Exhibit "A", Scope of Services.

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

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

Throughout the term of this agreement, including any extensions, Contractor shall:

a) Be 1) an Approved Recycler with the State of California Department of Resources Recovery and Recycling (CalRecycle) and maintain this designation throughout the term of the contract or 2) registered with the CalRecycle as an authorized E-waste Collector and partner with an Approved Recycler with the State of CalRecycle and both the Collector and the Approved Recycler must maintain this designation throughout the term of the contract. Loss of Approved Recycler and Collector designation shall be considered a breach of the contract.

b) Comply with all Federal, State, and/or Local Regulations.

c) Not allow any characteristically hazardous material accepted to be sent to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries.

d) Ensure that all materials that test as characteristic hazardous waste under California Law remain within the United States until the waste has been processed to the point at which it can be considered a commodity ready for use in a new product. This requirement applies to all characteristic materials, including those with exemptions, such as circuit boards.

e) Ensure integrity of the entire recycling chain, including downstream intermediaries and recovery operations such as smelters, the Contractor shall not utilize a company that is not in complete compliance with all applicable National, Regional and/or Local environmental and health and safety regulations.

f) Include copies of all notices of violations, administrative orders, or other enforcement actions taken by any regulatory agencies during the past three years and within 30 days of any new violation during the term of this Agreement for Contractor and each of the proposed subcontractors. Also, provide copies of any letters of recommendation or other awards of recognition.

g) Make all of its facilities and related documentation available to the SCWMA for onsite and paper audits by SCWMA or designated 3rd party auditor. Additionally, Contractor must arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by SCWMA or designated 3rd party auditor.

h) Provide a downstream chain-of-custody-and-disposition report of all waste collected within ninety (90) days of the collection date. The downstream report shall include both hazardous and non-hazardous components,

including but limited to, Identity of vendor(s) who purchase final recovered materials, and a description of each material's final reuse or disposition by volume and composition.

i) Provide Agency staff with a list of Contractor's "Down-Stream Vendors", identified by material processed, and shall provide written notification to Agency of any change to the list. Contractor shall provide thirty (30) days notice to Agency of any change to the list that is initiated by Contractor and seven (7) days notice of any change not initiated by Contractor.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time SCWMA, 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 SCWMA.

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 SCWMA to be key personnel whose services are a material inducement to SCWMA to enter into this Agreement, and without whose services SCWMA 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 SCWMA.

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

2. Payment. Contractor shall pay SCWMA in accordance with Exhibit A which sets out the payment terms. Payments shall be in accordance with SB20, as defined in Chapter 8.5, of Part 3 of Division 30 of the California Public Resources Code, commencing with Section 42460, and Article 10.3, of Chapter 6.5 of Division 20 of the California Health and Safety Code, commencing with Section 25214.9, and Title 14 of the California Code of Regulation, Division 7, Chapter 8.2, commencing with Section 18660.5. Should the State change the collector and/or recycler payment system, Contractor and Agency shall renegotiate the payment. Additionally, if at any point during the term of this Agreement, the State of California enacts legislation or the

Department of Resources Recycling and Recovery (CalRecycle), or any other State agency adopts regulations providing for reimbursement of the costs of managing universal waste electronic devices or consumer electronic waste devices, however they are labeled, Contractor shall immediately pay SCWMA the full rate set forth by the legislation or regulation for each device, excluding any amount allocated for recycling or disposal. Weight will be determined by Contractor weighing each pallet and container upon receipt. Contractor shall use a rate weight of 155 pounds per wire cage. Contractor shall weigh each individual pallet and gaylord to determine its tare weight, and the tare weight shall be subtracted from the total shipping weight to determine the net weight for which the SCWMA's payment shall be based. Contractor shall pay Agency within sixty (60) days of shipment in accordance with CCR Title 14 Section 18660.13.

3. **Term of Agreement.** The term of this Agreement shall be from Effective Date to June 30, 2021, with up to two annual extensions upon written mutual agreement, which extensions may be authorized on behalf of the SCWMA by the SCWMA Executive Director, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SCWMA 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 SCWMA all materials and work product subject to Section 9.9 and shall submit to SCWMA 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 SCWMA, and to defend, indemnify, hold harmless, reimburse and release SCWMA, 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 SCWMA 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 SCWMA. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to SCWMA, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

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

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

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

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than Five Million Dollars (\$5,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- a. The SCWMA, 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 SCWMA with respect to any insurance or self-insurance programs maintained by the SCWMA.

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

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

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

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

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

6.5 Pollution Legal Liability. Pollution legal liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than Five Million Dollars (\$5,000,000) 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 SCWMA.

6.6 Documentation. The following documentation shall be submitted to the SCWMA:

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

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

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

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

8. Extra or Changed Work. 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 SCWMA's Executive Director in a form approved by SCWMA Counsel. All other extra or changed work must be authorized in writing by the SCWMA Board of Directors.

9. Representations of Contractor.

9.1 Standard of Care. SCWMA 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 SCWMA shall not operate as a waiver or release.

9.1.1 Change in Information. Contractor shall notify SCWMA thirty (30) days prior to any change to the information provided pursuant to Contractor's Proposed Scope of Services, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided pursuant to Contractor's Proposed Scope of Services that was not initiated by Contractor.

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

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold SCWMA 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 SCWMA is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish SCWMA with proof of payment of taxes on these earnings.

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

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

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

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

9.8 Assignment Of Rights. Contractor assigns to SCWMA 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 SCWMA 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 SCWMA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCWMA. 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 SCWMA.

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

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

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

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

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

CONTRACTOR: Onsite Electronics Recycling, LLC
Attention: Janice Oldemeyer, President
Address: 2331 N. Teepee Drive
City, State Zip: Stockton, CA 95205
Phone: 209-234-7994

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 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 facsimile transmission, and (3) the facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and SCWMA 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 SCWMA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

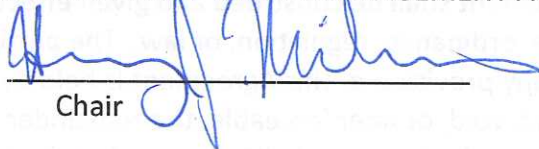
13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

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

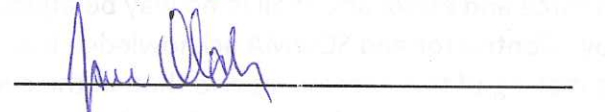
13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the June 20, 2018.

SCWMA: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: 
Chair

CONTRACTOR:

By: 
Name: Lance Oldemeyer
Title: President

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

By: 
Executive Director, SCWMA

APPROVED AS TO FORM FOR SCWMA:

By: 
SCWMA Counsel

EXHIBIT A

SCOPE OF SERVICES

1. Tasks. The services to be performed under the Agreement include the following tasks:

A. Materials Accepted. At a minimum, the contractor shall be required to accept all electronic devices, including but not limited to: Cathode ray tube (CRT) devices, flat screen devices and laptops (non-CRT CEW), miscellaneous universal waste electronic devices (UWED), personal computers (PCs), computer monitors, mice, printers, facsimile machines, telephones, radios, answering machines, stereos, DVD players, cameras, video games, computers, keyboards, scanner, copiers, televisions, microwaves, VCRs, laptops, video cameras, cell phones, CD/DVD players, etc.

Miscellaneous items such as print cartridges, circuit boards, and small household appliances shall also be accepted. If SCWMA is interested in shipping universal waste to Contractor, a separate pricing sheet will be provided.

B. Materials Provided. Contractor will provide 53' trailers for transport or 26' box trucks with a liftgate. Gaylords, baskets, pallets, CRT labels, UWED labels, bills of lading (BOLs), packing tape, box liners, and pallet jacks are provided at no extra cost. If Contractor is providing labor for any task, first aid kits, fire extinguishers, gloves, safety glasses, safety vests, and hard hats will be provided at no extra cost to SCWMA. Shrink wrap can be purchased from Contractor.

Contractor may be required to coordinate the use of roll-off containers for public e-waste drop-off collection at the five transfer stations in Sonoma County beginning February 12, 2019.

C. Sorting and Packing. Sorting and packing will take place at the central e-waste consolidation point which is located at either the Central Disposal Site or at the Sonoma Transfer Station. Contractor will work with SCWMA's E-waste handling contractor on sorting and packing requirements. The E-waste handling contractor will sort and package E-waste to Contractor's specifications for the duration of the E-Waste Handling Contract expiring on February 11, 2019.

Material will be separated into the following categories: CRT devices, non-CRT CEW, UWED, PCs.

Beginning on February 12, 2019, Contractor will perform all sorting and packing duties. Contractor may hire a subcontractor to perform these tasks. Contractor shall sort and pack e-waste on a regular basis to ensure e-waste piles and containers to not disrupt other functions at the disposal sites. Contractor shall ensure no more than ten (10) roll-off containers of unsorted e-waste remain at any transfer station at any one point in time.

D. Truck Loading. SCWMA's E-Waste handling contractor will load Contractor's trucks for the duration of the E-Waste Handling Contract expiring on February 11, 2019. Contractor shall work with SCWMA's E-waste handling contractor to ensure 53' trailers or 26' box trucks will be loaded in accordance with regulatory requirements.

Beginning February 12, 2019, Contractor will perform all truck loading duties. Contractor may hire a subcontractor to perform this task.

E. Transportation. Contractor shall pick up e-waste from the central e-waste consolidation point which is located at either the Central Disposal Site or at the Sonoma Transfer Station. Contractor will arrange for trucks to pick up e-waste that is loaded and sorted onto Contractor's 53' trailer or 26' box trucks.

Contractor may be required to coordinate transportation of e-waste from the surrounding transfer stations to the central e-waste consolidation point beginning February 12, 2019.

F. Scheduling. SCWMA's e-waste handling contractor shall schedule pickups with Contractor for material located at the central e-waste consolidation point. Contractor shall pick up e-waste within 72 hours of request. Contractor may also provide regularly scheduled pickups if desired by SCWMA and E-Waste handling contractor.

Beginning February 12, 2019, Contractor will acquire scheduling responsibilities.

G. Paperwork. Contractor shall provide labels and BOLs at the time of shipment. Contractor will provide SCWMA with a copy of BOLs, receiving report, weighmaster certificate, and a transfer receipt for SCWMA signature for monthly activity by the 10th day of the following month. With each monthly payment, Contractor will provide copies of certificates of recycling for each shipment. SCWMA will provide a CEW log and a signed transfer receipt for each shipment by the 15th of each month for the previous month.

Contractor shall provide downstream chain-of-custody reports within seven (7) business days of any changes. Contractor shall provide SCWMA with two annual reports of all material provided by SCWMA to Contractor. The first report shall be for a calendar year period (January 1-December 31) and shall be provided by January 15th of every year. The second report shall be for a fiscal year period (July 1-June 30) and shall be provided by July 15th of every year. If the due date falls on a weekend or holiday, reports shall be submitted by the Friday prior to the due date.

2. Cost. The services to be performed under the Agreement include the following costs and payments.

A. Payments to SCWMA:

- i. \$0.19 per pound for CRT devices
- ii. \$0.19 per pound for non-CRT CEW
- iii. \$0.12 per pound for PCs

B. Costs to SCWMA:

- i. \$0.10 per pound for miscellaneous UWED
- ii. \$65.00 per box of four (4) rolls of shrink wrap
- iii. \$550.00 for trailer exchange from Central Disposal Site
- iv. \$525.00 for trailer exchange from Sonoma Transfer Station

C. Contractor Labor:

- i. \$22.00 for travel time per person per hour
- ii. \$32.00 for travel time overtime per person per hour
- iii. \$30.00 for packaging time per person per hour
- iv. \$40.00 for packing time overtime per person per hour

v. \$0.85 for vehicle mileage per mile (Only in the instance sorting is the only operation being performed.)

RESOLUTION NO.: 2023-11

DATED: May 18, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, (“AGENCY”) AUTHORIZING A THIRD AMENDMENT TO AGREEMENT WITH ONSITE ELECTRONICS RECYCLING, LLC (“CONTRACTOR”) FOR ELECTRONIC WASTE (E-WASTE) HANDLING, TRANSPORTATION AND RECYCLING SERVICES

WHEREAS, Contractor represents that it is duly qualified and experienced in Electronic Waste (“E-Waste”) handling, transportation, recycling and related services; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor for handling, transporting and recycling E-Waste collected at all transfer stations in Sonoma County.

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency’s Executive Director to execute the Third Amendment to Agreement with Onsite Electronics Recycling for E-Waste Handling, Transportation, and Recycling Services.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: May 18, 2023

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



Agenda Item #: 4.5
Staff Contact: Sales
Agenda Date: 4/20/23
Approved By: LL

ITEM: Approval of Fourth Amendment to Agreement with Soluna Outreach Solutions for Oil Payment Program

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

II. BACKGROUND

In 2017, ZWS released an RFP for Oil Payment Program (OPP) management. Soluna Outreach Solutions was the only contractor to submit and RFP response. The Board approved a three-year agreement allowing for an additional two annual extensions and allows the ZWS Executive Director to authorize the extension. In June 2020, ZWS utilized the first annual extension permitted by the agreement. In June 2021, ZWS utilized the second annual extension to the Agreement, with the term ending June 30, 2022. Last July, ZWS approved the third amendment to extend the Agreement to a term ending June 30, 2023.

III. DISCUSSION

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

1. Updated term of the agreement to expire on June 30, 2024.

The funding amount of \$45,000 and Scope of Services remains the same as outlined in the Third Amendment. The Fourth Amendment only extends the term of the agreement until June 30, 2024.

IV. FUNDING IMPACT

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

During the FY 21-22, CalRecycle's statewide budget for OPP11 was cut by approximately 60% and ZWS received \$78,349. As a consequence, the Second Amendment of the Oil Payment Management Agreement with Soluna Outreach Solutions was reduced to \$40,000. The remaining OPP11 grant funds were used for other oil-related projects and staff time.

The OPP12 CalRecycle check received by ZWS for FY 2022-2023 totals \$86,560, an increase of \$8,211 over the previous grant Cycle.

The Third Amendment to the Oil Program Management Agreement with Soluna Outreach Solutions authorized a budget of \$45,000, an increase of \$5,000 from FY 21-22. The remaining \$26,560 was used by ZWS for other oil-related projects and staff time.

The Fourth Amendment to the Oil Program Management Agreement maintains the budget of \$45,000 for Soluna Outreach Solutions. ZWS received \$93,590 in funding for the FY 23-24 Grant Cycle (OPP13), an increase of \$7,030 over the OPP12 funding amount. The remaining \$48,590 will be used by ZWS for other oil-related projects and staff time.

The contract value was already taken into consideration and approved for the FY 23-24 ZWS Budget.

V. ATTACHMENTS

1. Fourth Amendment to Oil Program Management Agreement
2. Resolution No.: 2023-12

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

This Fourth Amendment to Agreement for Oil Program Management (“Fourth Amendment”) is made as of the 18th day of May, 2023, by the Sonoma County Waste Management Agency (“SCWMA”) and Soluna Outreach Solutions (“Contractor”).

RECITALS

A. SCWMA and Contractor entered into that certain Agreement for Oil Program Management (the “Agreement”), dated June 21, 2017, pursuant to which Contractor agreed to the management, outreach, and education of the Used Motor Oil and Filter Program; and

B. SCWMA and Contractor entered into a First Amendment to Agreement on June 1, 2020 that extended the term of the Agreement to June 30, 2021; and

C. SCWMA and Contractor entered into a Second Amendment to Agreement on June 1, 2021 that extended the term of the Agreement to June 30, 2022; and

D. SCWMA and Contractor entered into a Third Amendment to Agreement on July 21, 2022 that extended the term of the Agreement to June 30, 2023; and

E. SCWMA and Contractor desire to enter into a Fourth Amendment to Agreement that will extend the term of the Agreement to June 30, 2024.

AMENDMENT

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

“3. Term of Agreement. The term of this Agreement shall be from July 1, 2017 to June 30, 2024, with no annual extensions remaining, unless terminated earlier in accordance with the provisions of Article 4 below.”

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

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

AGENCY:
SONOMA COUNTY WASTE
MANAGEMENT AGENCY

CONTRACTOR:
SOLUNA OUTREACH SOLUTIONS

By: _____
Leslie Lukacs, Executive Director
Date:

By: _____
Its:
Date:

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

RESOLUTION NO.: 2023-12

DATED: May 18, 2023

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency's Executive Director to execute the Fourth Amendment to Agreement with Soluna Outreach Solutions for Oil Program Management through June 30, 2024.

MEMBERS:

-- Cloverdale -- Cotati -- County -- Healdsburg -- Petaluma

- - Rohnert Park -- Santa Rosa -- Sebastopol -- Sonoma -- Windsor

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

SO ORDERED

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

ATTEST: DATE: May 18, 2023

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



Agenda Item #: 4.6
Cost Center: HHW and Education
Staff Contact: Cushwa
Agenda Date: 5/18/23
Approved By: LL

ITEM: Approval of Agreement with Soluna Outreach Solutions for Spanish Language Outreach Program

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board authorize the Zero Waste Sonoma (ZWS) Executive Director to execute the Agreement for Spanish Language Outreach with Soluna Outreach Solutions.

II. BACKGROUND

Spanish Language Outreach is one of the objectives in the Countywide Integrated Waste Management Plan (CoIWMP) to encourage waste diversion in non-English speaking communities. Soluna Outreach Solutions received the three-year Spanish Language Outreach contract as a result of the 2017 RFP, with extensions since.

III. DISCUSSION

ZWS previously entered into an agreement with Soluna Outreach Solutions to provide Spanish Language Outreach Services between FY 17-18 and FY 19-20, but ZWS opted to not continue those services during the COVID-19 pandemic due to budget cuts. Staff is recommending that the Board continue the Spanish Language Outreach now that ZWS is back to participating in more in person events and has adequate budget funding to continue to provide these services. Soluna Outreach Solutions has demonstrated consistent excellent work in our past contracts, and we are fortunate to continue to work with them.

IV. FUNDING IMPACT

The Spanish Language Outreach Agreement is funded through ZWS's Outreach and Education budget. Between FY 17-18 and FY 19-20, Soluna Outreach Solutions received \$30,000 per year for the Spanish Language Outreach Agreement and the contract was dropped for FY 20-21 due to COVID budget cuts. The Spanish Language Outreach Agreement would be for the same value as the previous agreement of \$30,000 per year, for three years of service at a total of \$90,000. The contract value was already taken into consideration and approved for the FY 23-24 ZWS Budget.

V. ATTACHMENTS

1. Soluna Spanish Outreach Agreement
2. Resolution No.: 2023-13



SONOMA COUNTY WASTE MANAGEMENT AGENCY
(also known as Zero Waste Sonoma)
SHORT FORM CONTRACTING AGREEMENT

Agreement for Spanish Language Outreach Services

1. CONTRACTOR INFORMATION

Contractor: Soluna Outreach Solutions
Address: P.O. Box 14625, Santa Rosa, CA 95402
Telephone: (707) 494-1699

2. AGENCY INFORMATION

Agency: Sonoma County Waste Management Agency
Address: Attn: Katie Cushwa
2300 County Center Dr., Ste. B 100
Santa Rosa, CA 95403
Telephone: (707) 331-0072
Project: Spanish Language Outreach and Spanish Eco-Desk Assistance

3. SCOPE OF WORK

3.1 Contractor's Specified Services. This Agreement is entered into for the purpose of establishing a contract for Spanish Language Outreach Services. Contractor shall perform services as defined in Exhibit "A", Scope of Services.

3.2 Cooperation with SCWMA. Contractor shall cooperate with SCWMA and SCWMA staff in the performance of all work hereunder.

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

3.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time SCWMA, 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 SCWMA.

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 SCWMA to be key personnel whose services are a material inducement to SCWMA to enter into this Agreement, and without whose services SCWMA 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 SCWMA.

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.

d. In the event that Contractor assigns subcontractors to perform services under this Agreement, Contractor shall maintain written agreements with subcontractors for the duration of the term of this agreement. Contractor shall provide SCWMA with copies of such agreements within ten (10) days of execution of this agreement.

4. PAYMENT FOR SERVICES

Contractor shall invoice SCWMA on a monthly basis for all services and incidental costs required hereunder, a total annual amount not to exceed a maximum of thirty thousand dollars (\$30,000) for services rendered, in accordance with Section 1 above and Exhibit A. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

5. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative of Agency.

6. TERM

Term of Agreement. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, with up to two annual extensions upon mutual agreement, which extensions may be authorized on behalf of the SCWMA by the SCWMA Executive Director, unless terminated earlier in accordance with the provisions of Article 14 below.

7. INSURANCE



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

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language: This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the SCWMA.

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

- a. The SCWMA, 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 SCWMA with respect to any insurance or self-insurance programs maintained by the SCWMA.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the SCWMA.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language: This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the SCWMA.

6.4 Documentation. The following documentation shall be submitted to the SCWMA:

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

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

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

8. INDEMNIFICATION

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to SCWMA, and to defend, indemnify, hold harmless, reimburse and release SCWMA, 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 SCWMA 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 SCWMA. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to SCWMA, 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.

9. CHANGES TO THE AGREEMENT

Changes to this Agreement must be approved in writing by the Agency's Executive Director and Contractor.



10. REPRESENTATIONS OF CONTRACTOR

10.1 Standard of Care. SCWMA 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 SCWMA shall not operate as a waiver or release.

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

10.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold SCWMA 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 SCWMA is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish SCWMA with proof of payment of taxes on these earnings.

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

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



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

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

9.8 Assignment Of Rights. Contractor assigns to SCWMA 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 SCWMA 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 SCWMA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCWMA. 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 SCWMA.

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

11. COMPLIANCE WITH LAWS

Contractor and Agency shall comply with all applicable federal, state, and local laws, rules and regulations relating to performance of the scope of work under this Agreement.

12. APPLICABLE LAW AND FORUM



This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

13. UNCONTROLLABLE CIRCUMSTANCES.

Provided that the requirements of this Section 13 are met, neither party shall be considered in default in the performance of its obligations under this Agreement (not including the obligation to make payments) to the extent that such performance is prevented or impaired by the occurrence of Uncontrollable Circumstances. If, as a result of an event of Uncontrollable Circumstances, either party is wholly or partially unable to meet its obligations under this Agreement, then it shall give the other party prompt written notice of such event, describing it in reasonable detail. The obligations under this Agreement of the affected party shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists; provided, however, that Contractor shall have a reasonable time during which to assess the impacts caused by an event of Uncontrollable Circumstances and sole discretion to determine whether it will make repairs and resume all or part of the operations or whether it will terminate all operations at the Facility.

14. TERMINATION; DEFAULT.

Either party shall have the right to terminate this Agreement upon giving the other party written notice if the other party: (i) fails to make any payment required hereunder, not disputed in good faith, within thirty (30) days after receiving notice of nonpayment from the non-defaulting party; (ii) materially fails to comply with any federal, state or local laws, rules, orders or ordinances, or regulations that pertain to the handling of the waste hereunder; or (iii) breaches any other material obligation under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-defaulting party, provided, that in the event the party shows good cause why it should be entitled to reasonable additional time to cure the breach, the non-breaching party shall allow such reasonable additional time.

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Leslie Lukacs, Agency Executive Director

Date: _____

Reviewed as to form:

Ethan Walsh, Agency Counsel



Soluna Outreach Solutions

Signature: _____

Title: _____

Date: _____

Scope of Work
Spanish Language Outreach Services
Zero Waste Sonoma
FY 2023-2024

Soluna Outreach Solutions has the advantage of more than twenty years of experience performing the tasks mentioned in the attached budget table. In preparing this Scope of Work, we have carefully analyzed the records of past years to ensure that our plan continues and builds upon the services that Zero Waste Sonoma (formerly known as Sonoma County Waste Management Agency) has depended upon to date. Knowing that this is a multi-year contract, we have also tried to anticipate future needs and incorporate a degree of flexibility into the plan.

Our plan is divided into four broad categories: Media, Person-to-Person Outreach, Assistance to Agency Staff, and Reporting & Administration.

Media

The value of Hugo Mata’s relationships with local Spanish media cannot be over-emphasized. As a frequent guest on radio stations and other media, he is able to promote Agency programs with a level of depth and a sheer quantity of airtime that would not otherwise be available. Paid media while a relatively small part of the proposed budget, is used strategically to target specific messages to the Spanish speaking public, and also to reinforce these vital relationships. Hugo is able to negotiate very generous packages including free spots and reduced rates for print ads. Time is also budgeted to assist Agency staff to plan and negotiate media campaigns that include Spanish buys.

○ **Radio**

Hugo Mata is producer and host of the weekly show “*Nuestra Tierra*” (“Our Earth”) on KBBF Radio. The show features in depth information on a wide range of environmental topics, including interviews with representatives of various agencies and programs, and call-ins from listeners. Individual programs may feature multiple topics or in some cases be almost entirely devoted to specific issues, so the cost is divided into increments of one quarter of each show. Also, because the programming is heard throughout the region, we are able to focus some shows on specific topics for the full hour with information particular to up to four jurisdictions, and divide the cost accordingly. (Thus, for example a December program on holiday season waste reduction and recycling might include details for Christmas tree pickups in multiple counties.) We have budgeted for 30 segments per year to promote Agency programs, which will be aired on up to 36 of the weekly shows. This format allows a great deal of flexibility for Agency priorities as campaigns on specific topics can be given very in-depth coverage on some shows while ongoing programs can receive frequent reinforcement and repetition.

Besides the *Nuestra Tierra* radio program at KBBF 89.1FM, Hugo works really closely with all the other Spanish language radio stations in the area. He is often invited to participate in different

interviews to promote the recycling, conservation and other environmental programs in Sonoma County and surrounding areas.

The majority of radio stations provide a regional Mexican music format, but include some space in their programming to promote community organizations and their resources. This provides a great opportunity to promote the Agency’s resources and programs. Commercial radio station Latino 95.5FM and public community radio station KBBF 89.1FM offer bilingual programming. Latino 95.5 is the newest radio station and provides a Spanish Contemporary format that serves the multi-cultural Hispanic audience in Sonoma County. The complete list of Spanish language radio stations is included in the following graphic.

Name	Call Letters	Format	Location	Coverage	Primary Target	Notes
Radio Lazer	KSRT 107.1FM	Top 40 Mexican Regional	Santa Rosa	Santa Rosa, Petaluma	Hispanic adults 18-49, Males 18-44	Will work within our budget and will provide one spot for free for every spot we buy. They offer other programs we can use to market information.
La Mejor	KJOR 104.1FM	Spanish Oldies	Santa Rosa	Santa Rosa, Petaluma	Females 25-44; Hispanic adults 18-49	Will work within our budget and will provide one spot for free for every spot we buy. They offer other programs we can use to market information.
El Patron	KRRS 1460AM	Mexican Regional	Santa Rosa	Covers Sonoma County	Hispanic Adults 18-34 and 25-54	Will work within our budget. Will also give a free spot for every spot we buy. They offer other programs we can use to market information.
La Zeta	1490AM	Mexican Regional	Santa Rosa	Covers Sonoma County	Hispanic Adults 18-34 and 25-54	Will work within our budget. Will also give a free spot for every spot we buy. They offer other programs we can use to market information.
Exitos 98.7	KXTS 98.7FM	Mexican Regional and other music formats	Santa Rosa	Covers Sonoma, Napa, Lake and other counties.	Hispanic Adults 18-34 and 25-54	This is a sister station with Latino 95.5, so it will work a good deal when buying for both radio stations.
Latino 95.5	KSXY-HD 95.5FM	Spanish Contemporary	Santa Rosa	Covers a good portion of Sonoma County	The target audience for LATINO 95.5 ranges in age between 18-34 with an emphasis on 25-30, 55% of which are mostly male and 45% female. This audience is bi-lingual, but prefers to speak Spanish.	LATINO 95.5FM, is Santa Rosa’s only contemporary Spanish-language station, launched in September of 2016 with the mission to serve today’s multi-cultural Hispanic community in Sonoma County. The station accomplishes this by providing a fun, informative, culturally relevant, Spanish-language content and music that matches the audience’s lifestyle.
KBBF Radio	KBBF 89.1FM	Spanish Public Radio	Santa Rosa	Portions of 10 counties in Northern California	Bilingual programming, audience ranges in age between 18-65 and some children's programming.	Will work within our budget. Will also give a free spot for every spot we buy. They produce and air minidramas and interviews. The first bilingual public radio station in the United States. Serving the peoples of eleven North Bay counties since 1973.

○ Print Media

We have allocated some budget for print media, which include graphic and art expenses. In the past, we have worked with Graphic Designer Becky Haddad and we plan to continue to use her services as needed, but we are also working with other graphic designers as well. There are a few local Spanish newspapers that will be good to consider when conducting outreach to the Spanish speaking community in Sonoma County. However, Impulso News and El Superior Newspapers are the two most known Spanish language papers in the area. They are both distributed in local Latino

businesses in more than six counties including Sonoma County. Their electronic version potentially reaches an even greater audience.

La Voz is a bilingual newspaper with a good distribution, but it is relatively pricey. Their audience is not necessarily the audience we want to reach, but it is included in the list for your consideration. La Prensa is a bilingual paper produced by The PressDemocrat. It is mostly distributed in Sonoma County, but its electronic version has the potential to reach thousands of readers. The following list provides more information on each paper.

Name	Format	Location	Coverage	Contact Person	Notes
Superior Newspaper	Spanish Newspaper	Santa Rosa	Cotati, Healdsburg, Petaluma Rohnert Park, Santa Rosa, Sebastopol, Sonoma Windsor and others.	Jesus Heredia	This newspaper has been serving the community for 16 years. It covers many counties in Northern California including Marin, Sonoma, Solano, Lake, Napa and Mendocino.
La Voz Bilingual Newspaper	Bilingual (Spanish/English)	Santa Rosa	Reaches 12 counties including Sonoma	Ani Weave	Serves all communities by concentrating on the Hispanic and Anglo, publishing in both Spanish and English. Our goal is to promote understanding and improve communication between peoples. We wish to extend this opportunity to our clients and make bilingual ads an option for our advertisers.
Impulso Newspaper	Spanish Newspaper	Petaluma	Cotati, Healdsburg, Petaluma Rohnert Park, Santa Rosa, Sebastopol, Sonoma Windsor and others.	Francisco Estrada	This newspaper has been serving the community for 14 years. It covers many counties in Northern California including Marin, Sonoma, Solano, and Mendocino. It distributes 20,000 copies every month at Latino businesses in these counties.
La Prensa Sonoma	Bilingual (Spanish/English)	Santa Rosa	Reaches Sonoma and Mendocino Counties	Ricardo Ibarra	Monthly bilingual newspaper also available digitally. A Spanish issue by the PressDemocrat.
El Guardian	Spanish Newspaper	Santa Rosa	Sonoma County	Lidia del Carlo	An online Spanish-language news website and email newsletter for Latino readers on the North Coast.

○ Social Media

Zero Waste Sonoma has a strong presence in social media. We definitely encourage Staff to include this medium when conducting outreach to the Spanish speaking community in Sonoma County. This is of great use especially when promoting the Community Toxics Collections, Electronics Collections, and other event calendars.

In order to avoid having “too many cooks in the kitchen,” at the staff’s direction, we will translate all these postings as they are scheduled for upload to social media. It is our understanding that these postings are planned months in advance providing us plenty of time to get Spanish translations ready to be posted back to back with the general postings.

○ Spanish Hotline

The Eco-Desk Spanish hotline has been answered by Hugo Mata since 2007. The number of calls has declined over time as more people use the Spanish Recycling Guide and the internet to retrieve information, but it is still an important way to connect the community directly with the Agency. The number is promoted in radio and print advertising and mentioned frequently on *Nuestra Tierra* and in interviews on other stations. We use a web-based service that allows us to route calls to a cellphone carried by bilingual staff. The system records data so that after-hours calls can be returned even if no voicemail is left. Our unit-based charge per call includes logging each call and providing the data to the Agency.

Person to Person Outreach

Zero Waste Sonoma has been represented at major Latino events for many years by our bilingual staff, and this proposed scope continues that tradition. We have included a limited budget for display materials since we have everything we currently need, but will augment or replace items as needed.

NOTE: In the event that person-to-person outreach is eliminated due to cancelled community events caused by the COVID-19 crisis, Soluna Outreach Solutions is prepared to create other community outreach alternatives. These will involve a larger expense in media and other channels, that will help in engaging the community on the different recycling programs encouraged and promoted by Zero Waste Sonoma.

Events take place throughout the year, and range from very large high-profile festivals such as Mexican Independence Day and Cinco de Mayo, to more local events such as the Binational Health Fairs that take place in communities throughout the county each fall. We have budgeted for approximately 12 events per year. In some cases, we are able to share these costs with other agencies we represent, allowing the budget to go further.

Our staff are not only fluently bilingual but bicultural, easily establishing rapport. They engage the target audience with genuine enthusiasm, often reaching out to draw people into conversation and involving entire families in the process. They use games such as wheel of fortune and plinko to attract the audience, skillfully weaving questions about environmental topics into the game so that participants and bystanders alike are exposed to the information in a fun way. Because our staff are knowledgeable on a broad range of topics they are perceived as a trusted resource for the community in general as well as ably representing Zero Waste Sonoma and our other clients.

An important part of building and maintaining relationships in the Latino community is connecting with community organizations and leadership. Hugo regularly participates in meetings and activities with organizations such as Vision y Compromiso, Latino Service Providers, Los Cien and the Hispanic Chamber of Commerce. In addition to bringing Agency printed materials to share at meetings and offering information to those attending, these connections have many other benefits. Time for these activities is often pro-rated with other clients.

Special opportunities to interact with the Spanish-speaking community may result from our connections in the community, or through requests made to Agency staff, for example from

companies that are holding environmentally-themed events for their employees, or multifamily properties needing help to educate their tenants on recycling. We have budgeted time to respond to such opportunities as they arise.

Some events take place every year; while others might just be a onetime deal. As we learn from other events, we will add them to our list if we see that they are a good fit for our outreach. However, our team is very engaged in updating our list of events and key contact organizers.

Many of these events provide an opportunity to pro-rate the costs with other clients or programs when appropriate. These events are great venues to conduct outreach on the General Spanish Recycling program. In the past, we have worked with Sonoma Water, and other agencies which shared the overall costs including booth fees, staffing etc.

Assist Agency Staff with Spanish Outreach

As the Agency's long-time contractor for Spanish language outreach, we have frequently assisted staff with special projects beyond the scope of this contract. We have budgeted time for planning such projects, such as translation updates to the Recycling Guide, outreach on special topics such as safe disposal of various materials, and assisting businesses in compliance with regulations.

The budget for the actual translation, editing and final draft of the Spanish Recycling Guide is not included in the proposal. Only a few pages and updated information will need to be translated, so we will work with the Agency's staff to get those translations done as soon as it is possible. These costs are usually covered through a different Purchase Order; which is expedited when needed and at the discretion of the Agency's staff.

Each winter for many years we have visited Latino businesses throughout the County. We offer them copies of the Spanish Recycling Guide, answer any questions they might have about recycling, hazardous waste and related topics, and provide them with a stack of pocket calendars for the coming year which they can offer to their customers. The COVID-19 crisis interrupted this project last year, but bringing it back adds value to the Spanish outreach program. The calendars have the Eco-Desk website and Spanish hotline number printed on the reverse side. During these visits, we update a database of Latino businesses which we provide to the Agency. This is also an opportunity to address any specific issues as desired by Agency staff, such as the Styrofoam ordinance, organics management, battery and fluorescent tube recycling, etc.

Agency staff frequently call on us for small translation tasks which can generally be turned around very quickly, and time is budgeted for this as well.

Reporting and Administration

In addition to brief reports we create for each event, radio interview and *Nuestra Tierra* radio program, we will provide staff with lists of events and other outreach activities as requested for Agency reports. Time is also budgeted for meetings with staff and the Board as needed, and for record keeping and administration of the project.

Budget

The attached budget page includes time and expenses to accomplish the tasks described on a yearly basis. Professional time is billed at \$100 per hour, outreach and clerical time at \$50 per hour. Mileage is billed at the State of California approved rate, currently \$0.56/ mile. Copies are billed at \$0.10 for black and white, \$0.50 for color. Pass-through costs are passed through without markup except for a \$5 administrative fee for each payment.

Dated: May 18, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, (“AGENCY”) AUTHORIZING AN AGREEMENT WITH SOLUNA OUTREACH SOLUTIONS (“CONTRACTOR”) FOR PROFESSIONAL SERVICES FOR SPANISH LANGUAGE OUTREACH

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

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

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency’s Executive Director to execute the Agreement with Soluna Outreach Solutions for Spanish Language Outreach through June 30, 2026.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: May 18, 2023

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



Agenda Item #: 5
Staff Contact: Scott
Agenda Date: May 18, 2023
Approved By: LL

ITEM: Approval of the Fourth Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the resolution authorizing the Zero Waste Sonoma (ZWS) Executive Director to execute the Fourth Amendment to the Agreement for Household Hazardous Waste (HHW) Operations (Agreement) with Clean Harbors Environmental Services (Clean Harbors) and to approve any minor edits of the draft Agreement. “Minor edits” may include, but not limited to, grammar or definitions and shall exclude prices and contract term.

II. BACKGROUND

The management of HHW generated in Sonoma County is a core function of ZWS. Current programs operated by Clean Harbors include the permanent HHW Facility for residents and Very Small Quantity Generating (VSQGs) businesses, weekly temporary HHW Collection Events, and the HHW Rover Service.

In March of 2014, the SCWMA released a request for proposals for Operations of Household Hazardous Waste Programs and entered into an agreement with Clean Harbors Environmental Services (Clean Harbors) on May 21, 2014. The First Amendment to the Agreement was approved on November 16, 2016 to include a Consumer Price Index (CPI) increase in personnel costs up to 3% annually and a termination date of June 30, 2019.

In April 2019, the Board approved a Second Amendment to the Agreement that included an updated pricing structure with an estimated increase of \$102,118 over a three-year period and a new expiration date of June 30, 2022.

In April 2022, the Board approved the Third Amendment to the Agreement that included an 8% increase equating to roughly \$124,000, an extension of one year, and liquidated damages for the following categories: reporting, manifesting, battery sorting, collection events, safety, regulatory, paint service, and other. This extension expires on June 30, 2023.

III. DISCUSSION

Staff and Clean Harbors would like to extend the term of the agreement by one year to expire on June 30, 2024. Clean Harbors has also asked for a 4.9% increase on all contract items and an additional \$2,292 per month for supplies and materials on top of the 4.9%. The supply costs are due to an increase in price for pallets and drums.

Negotiations between Staff and Clean Harbors has concluded, however, the agreement is presented in draft form to allow attorneys time to approve minor adjustments to the contract language. The changes to price and the extension of the term will not change unless directed by the ZWS Board.

IV. FUNDING IMPACT

Staff has estimated that the cost associated with the Fourth Amendment is a maximum of \$92,267. Using the disposal data from 2021, a year with extremely high waste volumes, disposal costs are estimated to increase by \$34,156 while the price of labor, supplies, equipment, and bonds will increase by \$58,111. This increase is already reflected in the FY 23-24 approved budget.

V. ATTACHMENTS

1. Fourth Amendment to the Agreement with Clean Harbors Environmental Services for HHW Operations
2. Resolution

FOURTH AMENDMENT TO AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE OPERATIONS

This Fourth Amendment to Agreement for Household Hazardous Waste Operations ("Fourth Amendment") is made as of the 18th day of May, 2023, by the Sonoma County Waste Management Agency ("Agency") and Clean Harbors Environmental Services, Inc. ("Contractor"). Agency and Contractor are sometimes collectively referred to as the "parties" and singularly, as "party".

RECITALS

- A. Agency and Contractor entered into an Agreement for Household Hazardous Waste Operations (the "Agreement") dated July 1, 2014, a First Amendment to Agreement dated November 16, 2016, a Second Amendment to Agreement dated April 17, 2019, and a Third Amendment to Agreement dated April 21, 2022; and
- B. The Third Amendment term expires on June 30, 2023; and
- C. The Agency and Contractor desire to update the payment terms and extend the term of the Agreement to expire on June 30, 2024.

AMENDMENT

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

"3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2024. Notwithstanding the foregoing, this Agreement may be terminated earlier in accordance with the provisions of Article 13 below.

2. Amendment to Section 4.6. Section 4.6 of the Agreement is hereby amended and shall read as follows:

"4.6 Adjustment to Payment in 2023-24. All contract rates listed in Exhibit A-1, Exhibit A-2, and Exhibit H-1, as previously modified by the First, Second and Third Amendments to the Agreement, shall be adjusted for the fiscal year from July 1, 2023 to June 30, 2024, by four and nine-tenths percent (4.9%) for that twelve-month period. Agency shall additionally pay to Contractor an additional two thousand two hundred ninety-two dollars (\$2,292.00) per month for supplies and materials on top of the 4.9%. All increases shall be adjusted on the Adjustment Date."

3. No Other Changes. Except as amended by this Fourth Amendment, all other terms and conditions in the Agreement and Amendments shall remain unchanged and shall continue on in

full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Agreement for Household Hazardous Waste Operations on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: _____
Leslie Lukacs, Executive Director

Date: _____

CONTRACTOR:

Clean Harbors Environmental Services, Inc.

By: _____
Signature

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

RESOLUTION NO.: 2023-13

DATED: MAY 18, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("AGENCY") AUTHORIZING A FOURTH AMENDMENT TO THE AGREEMENT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES ("CHES") FOR HOUSEHOLD HAZARDOUS WASTE OPERATIONS

WHEREAS, the Agency and CHES entered into a certain Agreement on July 1, 2014 for CHES to perform household hazardous waste operations on behalf of the Agency with an expiration date of February 11, 2017; and

WHEREAS, the Agency and CHES entered into a First Amendment to the agreement on November 16, 2016 to extend the term until June 30, 2019 and adjust the pricing structure; and

WHEREAS, the Agency and CHES entered into a Second Amendment to the agreement on April 17, 2019 to extend the term until June 30, 2022 and adjust the pricing structure; and

WHEREAS, the Agency and CHES entered into a Third Amendment to the agreement on April 21, 2022 to extend the term until June 30, 2023 and adjust the pricing structure; and

WHEREAS, the term of the aforementioned amendment will expire unless amended by the Agency.

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency’s Executive Director to execute the Fourth Amendment to the Agreement with CHES for Household Hazardous Waste Operations and to approve any minor edits to the draft agreement. “Minor edits” shall exclude price and contract term.

MEMBERS:

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

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

SO ORDERED.

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

ATTEST:

DATE: May 18, 2023

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