



## Meeting of the Board of Directors

October 21, 2021  
REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

Virtual Meeting via Zoom

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

Or Telephone: +1 669 900 9128

Webinar ID: 922 4885 5470

Passcode: 157476

Meeting Agenda and Documents

# ZERO WASTE SONOMA

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October 21, 2021

REGULAR MEETING

Regular Session begins at 9:00 a.m.

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*Note: This packet is 83 pages total*



## Zero Waste Sonoma

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REGULAR MEETING**

**Regular Session begins at 9:00 a.m.  
Estimated Ending Time 11:30 a.m.**

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

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

#### **Virtual Meeting via Zoom**

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

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#### **PUBLIC COMMENT:**

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-2722 by 5:00 pm Wednesday, October 20th. 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](mailto:leslie.lukacs@sonoma-county.org) and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.



## Agenda

### Item

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

### Consent (w/attachments)

- 4.1 Minutes of the September 16, 2021 Regular Meeting
- 4.2 September, October, and November 2021 Outreach Calendar
- 4.3 Zero Waste Sonoma FY 2019-20 Audit of Financial Statements
- 4.4 Resolution No. 2021-22, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings

### Regular Calendar

5. Emergency HHW Transportation and Disposal Services [Scott]
6. Discussion of Sonoma County Waste Management Agency Surcharge ("ZWS Fee") Cap Increase [Lukacs]
7. Memorandum of Understanding (MOU) Regarding Implementation of SB1383 Regulations [Tan]
8. Boardmember Comments – NO ACTION
9. Executive Director Report – VERBAL REPORT
10. Staff Comments – NO ACTION
11. Next ZWS meeting: November 18, 2021
12. Adjourn

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

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



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

**Disabled Accommodation:** If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Zero Waste Sonoma Office at 2300 County Center Drive, Suite B100, Santa Rosa, (707) 565-3579, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

**Noticing:** This notice is posted 72 hours prior to the meeting on the internet at [www.zerowastesonoma.gov](http://www.zerowastesonoma.gov)



**To:** Zero Waste Sonoma Board Members  
**From:** Leslie Lukacs, Executive Director  
**Subject:** October 21, 2021 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 September 16, 2021 Meeting Minutes
- 4.2 September, October, and November Outreach Calendar
- 4.3 Zero Waste Sonoma FY 2019-20 Audit of Financial Statements Regular Calendar
- 4.4 Resolution No. 2021-22, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings

## Regular Calendar

### 5. Emergency HHW Transportation and Disposal Services

Due to COVID, logistical disruptions have greatly impacted the ability for ZWS's contractor, Clean Harbors Environmental Services, to ship and dispose of the material collected at the HHW facility since June 2021. Staff is requesting the execution of an emergency contract to use a new waste contractor, ACTenviro, to transport and dispose of HHW until Clean Harbors is back up to normal capacity. **Staff recommends the Board authorize the Executive Director to execute an agreement with ACTenviro for emergency disposal services for the HHW facility.**

### 6. Discussion of Sonoma County Waste Management Agency Surcharge ("Zero Waste Fee") Cap Increase

The Master Operation Agreement (MOA) between the County and Republic caps the ZWS Fee at \$5.95 per ton for self-haul waste. The cap was determined to be a barrier to moving the alternate HHW Facility and SB 1383 compliance projects forward. Staff was given direction to work with the County to address the cap and increase the ZWS Fee in the near future to adequately fund ZWS programs. **Staff recommends the Board consent to the revised ZWS fee cap increase set by the MOA between Republic Services and the County of Sonoma.**

### 7. Memorandum of Understanding (MOU) Regarding Implementation of SB 1383 Regulations

ZWS staff drafted a MOU with member jurisdictions which delineates specific responsibilities for implementation of SB 1383 requirements. Terms of the MOU were negotiated with member jurisdictions and reviewed by each of their legal counsels. **Staff recommends that the Board vote to approve the SB 1383 MOU.**



## Minutes of the September 16, 2021 Meeting

Zero Waste Sonoma met on September 16, 2021, via Zoom to hold a virtual board meeting.

### Board Members Present:

City of Cloverdale – Marta Cruz	City of Santa Rosa - John Sawyer
City of Cotati - Susan Harvey	City of Sebastopol - ABSENT
City of Healdsburg - Larry Zimmer	City of Sonoma - ABSENT
City of Petaluma - Patrick Carter	County of Sonoma – Susan Gorin
City of Rohnert Park - Pam Stafford	Town of Windsor - Deb Fudge

### Staff Present:

Executive Director: Leslie Lukacs  
Counsel: Ethan Walsh  
Staff: Xinci Tan, Sloane Pagal, Thora Collard, Courtney Scott, Paige Pedri  
Agency Clerk: Janel Perry

### 1. Call to Order Regular Meeting

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

### 2. Agenda Approval

Madolyn Agrimonti arrived at 9:07 a.m.

### 3. Public Comments (items not on the agenda)

None

### 4. Consent (w/attachments)

- 4.1 Minutes of the August 19, 2021 Regular Meeting
- 4.2 August, September, and October 2021 Outreach Calendar

### Action Items:

None

### Public Comments:

None

**Motion:** For approval of all items of the consent calendar.

**First:** City of Cotati - Susan Harvey

**Second:** City of Petaluma - Patrick Carter

**Vote Count:**

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

AYES -7- NOES -0- ABSENT -1- ABSTAIN -2-

**Motion passed.**

**Regular Calendar**

**5. Discussion and Possible Action for a Battery EPR Model Ordinance [Scott]**

**Board Comments/Action Items:**

- Form a task force/ad hoc committee with jurisdictions focusing on next steps and possible pitfalls
- Outline potential approaches to see options and dive into ordinance
- Need to move forward with ordinance
- Support the state legislation with letters of support
- Concerns about staff capacity as it is a big endeavor
- How does Recology fit in?
- Create model ordinance to be county-wide
- Look into using a similarly modeled task force to medicine and sharps
- Provide more education for fire safety and drop off locations
- Investigate who the producers are
- Weigh out enforcement options
- See if insurance companies have been approached to support these bills
- What lawsuits have occurred for MRF fires?

**6. Boardmember Comments – NO ACTION**

None

**7. Executive Director Report – NO ACTION**

Executive Director presented report.

**8. Staff Comments – NO ACTION**

None

**9. Next SCWMA meeting: October 21, 2021**

**10. Adjourn: 11:02 am**

Submitted by: Janel Perry





Agenda Item #: **4.2**  
 Agenda Date: **10/21/21**

**ITEM: September, October, and November 2021 Outreach Calendar**

Outreach events are open to all Sonoma County residents

**SEPTEMBER 2021 OUTREACH**

Start date	End date	Start time	End time	Event
9/7/2021	9/7/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa, W)
9/7/2021	9/7/2021	10:00 AM	1:30 PM	Petaluma East Side Farmer's Market (Petaluma)
9/10/2021	9/12/2021	9:00 AM	5:00 PM	E-Waste Recycling Event (Rohnert Park)
9/11/2021	9/11/2021	10:00 AM	3:00 PM	Cloverdale Car Show (Cloverdale)
9/14/2021	9/14/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Healdsburg)
9/21/2021	9/21/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Kenwood)
9/21/2021	9/21/2021	10:00 AM	1:00 PM	DMV Outreach (Santa Rosa)
9/21/2021	9/21/2021	6:00 PM	8:00 PM	SRJC Presentation by Hugo (Santa Rosa)
9/21/2021	9/21/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Kenwood)
9/24/2021	9/24/2021	1:00 PM	2:00 PM	SRJC Presentation by Hugo (Santa Rosa)
9/26/2021	9/26/2021	10:00 AM	3:00 PM	VegFest (Santa Rosa Veteran's Memorial Building)
9/28/2021	9/28/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Oakmont)
9/28/2021	9/28/2021	11:00 AM	2:00 PM	DMV Outreach (Santa Rosa)
9/29/2021	9/29/2021	10:00 AM	12:00 PM	DMV Outreach (Petaluma)

**OCTOBER 2021 OUTREACH**

Start date	End date	Start time	End time	Event
10/2/2021	10/2/2021	2:00 PM	5:00 PM	Petaluma Walnut Park Farmer's Market (Petaluma)
10/5/2021	10/5/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Forestville)
10/8/2021	10/10/2021	9:00 AM	5:00 PM	E-Waste Recycling Event (Cloverdale)
10/9/2021	10/9/2021	9:00 AM	5:00 PM	Mattress Recycling Event (Cloverdale)
10/12/2021	10/12/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Cloverdale)
10/16/2021	10/16/2021	8:00 AM	12:00 PM	Paint Collection Event (Santa Rosa)
10/19/2021	10/19/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Rincon Valley)

## OCTOBER 2021 OUTREACH – Continued

Start date	End date	Start time	End time	Event
10/23/2021	10/23/2021	10:00 AM	2:00 PM	DEA National Prescription Drug Take Back Day (Cotati, Petaluma, Rohnert Park)
10/26/2021	10/26/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Rohnert Park)
10/30/2021	10/30/2021	2:00 PM	5:00 PM	Petaluma Walnut Park Farmer's Market (Petaluma)

## NOVEMBER 2021 OUTREACH

Start date	End date	Start time	End time	Event
11/2/2021	11/2/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Sonoma)
11/5/2021	11/7/2021	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)
11/9/2021	11/9/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa W)
11/16/2021	11/16/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Guerneville)
11/19/2021	11/21/2021	9:00 AM	5:00 PM	E-Waste Recycling Event (Sonoma)
11/19/2021	11/20/2021	9:00 AM	1:00 PM	Household Hazardous Waste Event (Sea Ranch)
11/20/2021	11/20/2021	9:00 AM	5:00 PM	Mattress Recycling Event (Sonoma)
11/30/2021	11/30/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Windsor)



Agenda Item #: 4.3  
Cost Center: All  
Staff Contact: Collard  
Agenda Date: 10/21/2021  
Approved by: LL

## **ITEM: Zero Waste Sonoma FY 2019-20 Audit of Financial Statements**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board accept the FY 2019-20 Financial Statements and Auditors' Report.

### **II. BACKGROUND**

Zero Waste Sonoma (also known as the Sonoma County Waste Management Agency) conducts an independent audit annually in accordance with the requirement contained in the Joint Powers Authority Agreement and compliance with Government Code section 6505. Zero Waste Sonoma entered into an agreement with Maher Accountancy to audit the Agency's FY 2019-20 Financial Statements. Previously, the County of Sonoma's Auditor Controller Treasurer Tax Collector (ACTTC) department had performed those services for the SCWMA, but the past few years, the ACTTC had not been able to express an opinion on the financial statements due to "independence impairments" as the ACTTC department performed both accounting and auditing functions for the Zero Waste Sonoma.

### **III. DISCUSSION**

Maher Accountancy expressed an opinion that the Zero Waste Sonoma's financial statements present fairly, in all material respects, the respective financial position of the Agency as of June 30, 2020, and the respective changes in financial position for the year that ended in accordance with accounting principles generally accepted in the United States of America. Audit consists of three parts: 1) the Independent Auditors' General Communication to Board, 2) Financial Statements and Auditors' Report Year Ended June 30, 2020, and 3) Zero Waste Sonoma Management Representation. The first two attachments are informational and describe the extent of the audit and the financial statements of the Zero Waste Sonoma.

### **IV. FUNDING IMPACT**

The cost of the audit was \$18,800, which was the amount allocated in the budget for this purpose.

### **V. ATTACHMENTS**

Independent Auditors' General Communication to Board  
Financial Statements and Auditors' Report Year Ended June 30, 2020  
Zero Waste Sonoma Management Representation



**FINANCIAL STATEMENTS AND AUDITORS' REPORT  
YEAR ENDED JUNE 30, 2020**

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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
Sonoma County Waste Management Agency

We have audited the accompanying financial statements of Sonoma County Waste Management Agency (Agency) as of and for the year ended June 30, 2020, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Agency as of June 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Maher Accountancy*

June 25, 2021

## **SONOMA COUNTY WASTE MANAGEMENT AGENCY MANAGEMENT'S DISCUSSION AND ANALYSIS**

The Management's Discussion and Analysis provides an overview of the Sonoma County Waste Management Agency (the Agency) financial activities for the fiscal year ended June 30, 2020. Please read it along with the Agency's financial statements, which begin on page 6.

### **FINANCIAL HIGHLIGHTS**

The Agency's net position as of June 30, 2020 was \$8,539,251, an increase of \$407,799 over the prior year. Total revenues increased by \$970,026, and total operating expenses increased by \$879,577.

### **USING THIS ANNUAL REPORT**

This annual report consists of financial statements for Sonoma County Waste Management Agency as a whole. The statement of net position and the statement of revenues, expenses and changes in net position provide information about the activities of the Agency as a whole and present a long-term view of its finances.

### **THE AGENCY AS A WHOLE**

One important question asked about the Agency's finances is, "the Agency better or worse off as a result of the year's activities?" The information in the basic financial statements helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the basis of accounting used by most private-sector companies.

The change in *net position* (the difference between total assets and total liabilities) over time is one indicator of whether the Agency's financial health is improving or deteriorating. However, one must consider other nonfinancial factors in making an assessment of the Agency's health, such as changes in the economy and changes in its jurisdiction, etc.



**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
(Continued)**

Changes in the Agency's assets and liabilities were as follows:

	<u>2020</u>	<u>2019</u>	<b>Increase (decrease)</b>
Current assets	\$ 9,299,415	\$ 9,653,351	\$ (353,936)
Noncurrent assets	22,551	31,243	(8,692)
Total assets	<u>9,321,966</u>	<u>9,684,594</u>	(362,628)
Current liabilities	<u>782,715</u>	<u>1,553,142</u>	(770,427)
Net position:			
Investment in capital assets	22,551	31,243	(8,692)
Restricted	-	-	-
Unrestricted	<u>8,516,700</u>	<u>8,100,209</u>	416,491
Total net position	<u>\$ 8,539,251</u>	<u>\$ 8,131,452</u>	<u>\$ 407,799</u>

The Agency was able to shorten the time it takes to pay vendors, resulting in a decline of accounts payable as compared to the prior year. Cash balances as of June 2020 were also reduced from the prior year due to the same reason.

Changes in the Agency's revenue, expenses and net position were as follows:

	<u>2020</u>	<u>2019</u>	<b>Increase (decrease)</b>
<b>Revenues:</b>			
Operating revenues			
Municipal waste management	\$ 9,229,577	\$ 8,123,564	\$ 1,106,013
Nonoperating revenues			
Investment income	129,504	265,491	(135,987)
Total revenues	<u>9,359,081</u>	<u>8,389,055</u>	970,026
<b>Expenses:</b>			
Operating expenses	<u>8,951,282</u>	<u>8,071,705</u>	879,577
Change in net position	<u>\$ 407,799</u>	<u>\$ 317,350</u>	<u>\$ 90,449</u>

Operating revenue and operating expenses increased primarily from increased waste tonnage collected during the year and a rate increase in April 2019 that was in effect for all of 2019-20. Investment income decreased as a result of declining interest rates.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
(Continued)**

**CAPITAL ASSETS**

During the fiscal year ended June 30, 2018, we purchased a vehicle at a cost of approximately \$43,000. There were no capital asset additions during fiscal year 2019-20.

**ECONOMIC OUTLOOK**

- The Agency will continue to set aside reserve funds as part of its long-term financial planning.
- The Agency's revenue is expected to cover expenditures for all planned future projects.

**REQUESTS FOR INFORMATION**

This financial report is designed to provide our residents, taxpayers and creditors with a general overview of the Agency's finances and to demonstrate its accountability for the funds under its stewardship.

Please address any questions about this report or requests for additional financial information to Sonoma County Waste Management Agency, 2300 County Center Drive Ste. B-100, Santa Rosa, CA 95403.

Respectfully submitted,

*Leslie Lukacs*

Executive Director

**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
STATEMENT OF NET POSITION  
AS OF JUNE 30, 2020**

**ASSETS**

Current assets:	
Cash and cash equivalents	\$ 7,866,504
Receivables:	
Tipping and administration fees receivable	1,402,181
Due from State of California	18,109
Other	675
Prepaid expenses	<u>11,946</u>
Total current assets	<u>9,299,415</u>
Noncurrent assets:	
Capital assets, net of accumulated depreciation	<u>22,551</u>
Total assets	<u><u>9,321,966</u></u>

**LIABILITIES**

Current liabilities:	
Accounts payable and accrued expenses	518,834
Advances from grantors	<u>263,881</u>
Total current liabilities	<u><u>782,715</u></u>

**NET POSITION**

Investment in capital assets	22,551
Unrestricted	<u>8,516,700</u>
Total net position	<u><u>\$ 8,539,251</u></u>

The accompanying notes are an integral part of this financial statement.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
STATEMENT OF REVENUES, EXPENSES  
AND CHANGES IN NET POSITION  
YEAR ENDED JUNE 30, 2020**

<b>OPERATING REVENUES:</b>	
Tipping and administration fees	\$ 8,903,436
Grants from State of California	309,081
Miscellaneous fees and other revenue	<u>17,060</u>
Total operating revenues	9,229,577
<b>OPERATING EXPENSES:</b>	
Administration	1,020,749
Program services and supplies	7,634,796
Other services and supplies	287,045
Depreciation	<u>8,692</u>
Total operating expenses	<u>8,951,282</u>
Operating income	278,295
<b>NONOPERATING REVENUES:</b>	
Investment income	<u>129,504</u>
<b>CHANGE IN NET POSITION</b>	
Net position at beginning of the year	<u>8,131,452</u>
Net position at end of the year	<u><u>\$ 8,539,251</u></u>

The accompanying notes are an integral part of this financial statement.

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**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
STATEMENT OF CASH FLOWS  
YEAR ENDED JUNE 30, 2020**

**CASH FLOWS FROM OPERATING ACTIVITIES:**

Tipping and administration fees	\$ 8,803,996
Grants from State of California	315,437
Miscellaneous fees and other revenue	30,192
Administration expenses	(1,019,289)
Program services and supplies	(8,419,224)
Other services and supplies	<u>(275,016)</u>
Net cash used by operating activities	<u>(563,904)</u>

**CASH FLOWS FROM INVESTING ACTIVITIES:**

Investment income received	<u>129,504</u>
Net increase in cash equivalents	(434,400)
Cash equivalents (Sonoma County pooled investment fund) at beginning of year	<u>8,300,904</u>
Cash equivalents (Sonoma County pooled investment fund) at end of year	<u><u>\$ 7,866,504</u></u>

**RECONCILIATION OF OPERATING INCOME TO  
NET CASH PROVIDED BY OPERATING ACTIVITIES**

Operating income	\$ 278,295
Adjustments to reconcile operating income to net cash provided (used) by operating activities:	
Depreciation Expense	8,692
(Increase) decrease in receivables	(77,799)
(Increase) decrease in prepaid expenses	(2,665)
Increase (decrease) in accounts payable other liabilities	(768,274)
Increase (decrease) in advances from grantors	<u>(2,153)</u>
Net cash used by operating activities	<u><u>\$ (563,904)</u></u>

The accompanying notes are an integral part of this financial statement.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
NOTES TO THE FINANCIAL STATEMENTS  
YEAR ENDED JUNE 30, 2020**

**1. REPORTING ENTITY**

The Sonoma County Waste Management Agency (Agency) was formed in April 1992 to assist the cities and County with the implementation of programs necessary to satisfy the requirements of the Assembly Bill (AB) 939, the Integrated Waste Management Act of 1989. This Act requires that every jurisdiction in California plan for and implement programs that reduce the amount of waste placed in landfills by 25% by the year 1995 and 50% by 2000. The Agency was granted a three-year extension to 2003 by the State. The State has determined that the Agency has met its 2003 goal. The Agency is continuing its efforts to reduce the amount of waste placed in landfills beyond the current 50% required by AB939. As of the date of this report, no new laws requiring waste reduction beyond 50% have been enacted. In 2006, the California Integrated Waste Management Board changed the calculation to pounds per person per day rate to determine compliance without changing the percentage reduction, with a rate goal of 7.1.

The Agency's activities include a regional composting program, household hazardous waste collections, and countywide efforts towards waste reduction and recycling.

The Agency is governed by a ten-member board of directors, with one member from nine Sonoma County cities and towns and one from the County. The Agency appoints an Executive Director who is employed through an at-will agreement with the County. Additional staffing is provided by the County through a contract with the Agency.

The Agency's programs are funded through garbage disposal fee surcharges, charges for services and grants. Each program of the Agency is accounted for with a separate cost center. The composting program is entirely funded by charges for delivery of material to its program. The household hazardous waste, education, and waste diversion efforts are funded through a surcharge on garbage brought to County disposal sites along with support from State Grants.

Since its creation in April of 1992, the Agency has added two new components to its scope of work: the Planning and Diversion Programs. Planning efforts currently include preparation of Annual Reports submitted to the California Integrated Waste Management Board and is funded through the disposal fee surcharge. The Diversion Program cost center was established to track expenditures that have direct, measurable diversion. However, since 2010, all diversion activities are currently operating under the Education cost center.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
NOTES TO THE FINANCIAL STATEMENTS  
YEAR ENDED JUNE 30, 2020**

**1. REPORTING ENTITY (continued)**

The County of Sonoma, through the Integrated Waste Management Division of the Department of Transportation and Public Works, tracks each load of yard and wood waste entering the county disposal system. A tonnage tipping fee is collected to pay for operating costs of the organic program. A surcharge on the solid waste tipping fee entering the county disposal system is used to fund the other programs, such as household hazardous waste, education, diversion, and planning. The Agency reimburses the County for services provided by the County as outlined in a Memorandum of Understanding between the County and the Agency dated September 18, 2007. Staff services include Agency Director, professional staff, secretarial and as requested by the Agency, reasonable and necessary services from other County departments.

**2. SUMMARY OF SIGNIFICANCE ACCOUNTING POLICIES**

The Agency's financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements.

The Agency's operations are accounted for as a governmental enterprise fund and are reported using the economic resources measurement focus and the accrual basis of accounting – similar to business enterprises. Accordingly, revenues are recognized when they are earned, and expenses are recognized at the time liabilities are incurred. Enterprise fund type operating statements present increases (revenues) and decreases (expenses) in total net position. Reported net position is segregated into three categories – investment in capital assets, restricted, and unrestricted.

When both restricted and unrestricted resources are available for use, it is the Agency's policy to use restricted resources first, then unrestricted resources as they are needed.

**INVESTMENT IN SONOMA COUNTY POOLED INVESTMENT FUND:**

For purpose of the statement of cash flows, the Agency has defined cash equivalents to include investments within the Sonoma County Pooled Investment Fund that are not restricted as to use.

The Agency applies the provisions of GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and External Investment Pools, which require governmental entities, including governmental external investment pools, to report certain investments at fair value in the balance sheet and recognize the corresponding change in the fair value of investments in the year in which the change occurred. In accordance with GASB Statement No. 31, the Agency has stated certain investments at fair value.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
NOTES TO THE FINANCIAL STATEMENTS  
YEAR ENDED JUNE 30, 2020**

**2. SUMMARY OF SIGNIFICANCE ACCOUNTING POLICIES (continued)**

**CAPITAL ASSETS AND DEPRECIATION**

The Agency's policy is to capitalize furniture and equipment valued over \$500 that is expected to be in service for over one year. Depreciation is computed according to the straight-line method over estimated useful lives of five years.

**Net Position Components**

Net position is presented in the following components:

- **Investment in capital assets** – This component of net position consists of capital assets, net of accumulated depreciation and reduced by outstanding borrowing that are attributable to the acquisition, construction, or improvement of those assets. The Agency did not have any outstanding borrowings as of June 30, 2020.
- **Restricted net position** (if any) - This component of net position consists of constraints placed on net asset use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of "investment in capital assets" or "restricted".

**Operating and Non-Operating Revenue**

Operating revenues include revenue from tipping fees and grants.

Interest income is considered "non-operating revenue."

**Revenue recognition**

The Agency's recognizes revenue on the accrual basis. Under this method, revenues are recorded when earned.



**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
NOTES TO THE FINANCIAL STATEMENTS  
YEAR ENDED JUNE 30, 2020**

**2. SUMMARY OF SIGNIFICANCE ACCOUNTING POLICIES (continued)**

**Operating and nonoperating Expenses**

Operating expenses include the cost of program services and supplies, administrative expenses and depreciation on capital assets. Expenses not meeting this definition are reported as nonoperating expenses.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**3. INVESTMENT IN SONOMA COUNTY POOLED INVESTMENT FUND**

The Agency follows the County's practice of pooling cash and investments with the County Treasurer, except for a petty cash fund. Cash is pooled with the Sonoma County Treasurer, who acts as a disbursing agent for the Agency. Interest earned on investments pooled with the County is allocated quarterly to the appropriate fund based on its respective average daily balance for that quarter. The Investment Oversight Committee has regulatory oversight for all monies deposited into the Treasury Pool. The fair value of the Agency's investment in this pool is reported in the accompanying financial statements at amounts based upon the Agency's pro-rata share of the fair value provided by the Treasury Pool for the entire Treasury Pool portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on accounting records maintained by the Treasury Pool, which are recorded on an amortized cost basis.

The fair value of the Agency's cash investment with the Treasurer is \$42,415 more than the amortized cost of those investments. The amount invested in the Sonoma County Pooled Investment Fund at June 30, 2020, is as follows:

Amortized cost:	\$7,824,089
Fair value:	\$7,866,504

**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
NOTES TO THE FINANCIAL STATEMENTS  
YEAR ENDED JUNE 30, 2020**

**3. INVESTMENT IN SONOMA COUNTY POOLED INVESTMENT FUND (continued)**

**Investment Guidelines**

The Agency's pooled cash and investments are invested pursuant to investment policy guidelines established by the Treasurer and approved by the Board of Supervisors. The objectives of the policy are, in order of priority: safety of capital, liquidity and maximum rate of return. The policy addresses the soundness of financial institutions in which the County will deposit funds, types of investment instruments as permitted by the California Government Code 53601, and the percentage of the portfolio that may be invested in certain instruments with longer terms to maturity.

A copy of the Treasury Pool investment policy is available upon request from the Sonoma County Treasurer at 585 Fiscal Drive, Suite 100, Santa Rosa, California, 95403-2871.

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. As a means of limiting its exposure to fair value losses arising from rising interest rates, one of the ways that the Treasury

Pool manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturing evenly over time as necessary to provide the cash flow and liquidity needed for operations.

As of June 30, 2020, approximately 36 percent of the securities in the Treasury pool had maturities of one year or less. Of the remainder, only 1 percent had a maturity of more than five years.

**Disclosures Relating to Credit Risk**

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Treasury Pool does not have a rating provided by a nationally recognized statistical rating organization.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
NOTES TO THE FINANCIAL STATEMENTS  
YEAR ENDED JUNE 30, 2020**

**3. INVESTMENT IN SONOMA COUNTY POOLED INVESTMENT FUND (continued)**

**Custodial Credit Risk**

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the Treasury Pool's Investment Policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits and securities lending transactions:

- The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies.
- The California Government Code limits the total of all securities lending transactions to 20% of the fair value of the investment portfolio.

With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the Treasury Pool).

**Concentration of Credit Risk**

The investment policy of the County contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. For a listing of investments in any one issuer (other than U.S. Treasury securities, mutual funds, or external investment pools) that represent 5% or more of total County investments, refer to the 2019-2020 Sonoma County Comprehensive Annual Financial Report.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
NOTES TO THE FINANCIAL STATEMENTS  
YEAR ENDED JUNE 30, 2020**

**3. INVESTMENT IN SONOMA COUNTY POOLED INVESTMENT FUND (continued)**

**FAIR VALUE MEASUREMENT**

GASB Statement No. 72, *Fair Value Measurement and Application*, sets forth the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The Agency's only investment is in the Sonoma County Pooled Investment Fund and is not required to be categorized under the fair value hierarchy.

**4. CAPITAL ASSETS**

Capital assets activity for the year ended June 30, 2020, was as follow:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Ending Balance</u>
Cost of depreciable assets in service			
Automobile and trucks	\$ 43,459	\$ -	\$ 43,459
Total	43,459	-	43,459
Less: Accumulated depreciation	(12,216)	(8,692)	(20,908)
Equipment, net	<u>\$ 31,243</u>	<u>\$ (8,692)</u>	<u>\$ 22,551</u>

**5. RISK MANAGEMENT**

The Agency is exposed to various risks for which the Agency carries insurance with coverage for bodily injury, property damage, personal injury, auto liability, and errors and omissions, and cybersecurity. The Agency is covered through Alliant Insurance Services, Inc. for \$5,000,000 per occurrence.

**6. COMMITMENTS**

The Agency is obligated under several service agreements that extend beyond the fiscal year ended June 30, 2020, many of which ensure pricing per ton transported or processed.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY  
NOTES TO THE FINANCIAL STATEMENTS  
YEAR ENDED JUNE 30, 2020**

**7. RELATED PARTY TRANSACTIONS**

Agency staffing, occupancy, and support services are provided by the County of Sonoma, an Agency member. During the year ended June 30, 2020, expenses for these services totaled \$1,122,067.

**8. COVID-19**

In December 2019, a novel strain of coronavirus disease (“COVID-19”) was first reported in Wuhan, China. Less than four months later, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic. The extent of COVID-19’s effect on the Agency’s operational and financial performance will depend on future developments, including the duration, spread, and intensity of the pandemic, all of which are uncertain and difficult to predict considering the rapidly evolving landscape. As a result, it is not currently possible to ascertain the overall impact of COVID-19 on the Agency’s activities or funding. However, if the pandemic continues to evolve into a severe worldwide health crisis, the disease could have a material adverse effect on the Agency’s activities, result of operations, financial condition, and cash flows.



## Independent Auditors' General Communication to Board

June 25, 2021

To the Board of Directors  
Sonoma County Waste Management Agency

We have audited the financial statements of the Sonoma County Waste Management Agency for the year ended June 30, 2020, and have issued our report thereon dated June 25, 2021. Professional standards require that we provide you with the following information related to our audit.

### **Our Responsibility under U.S. Generally Accepted Auditing Standards**

As stated in our engagement letter dated June 17, 2021, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

### **Significant Audit Findings**

#### ***Qualitative Aspects of Accounting Practices***

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Sonoma County Waste Management Agency are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during year. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There are no significant estimates used in preparing the financial statements.

#### ***Difficulties Encountered in Performing the Audit***

We encountered no significant difficulties in dealing with management in performing and completing our audit.

***Corrected and Uncorrected Misstatements***

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The adjustments made as a result of the audit were primarily reclassifications required to present information recorded in an accounting system used primarily for budgetary analysis into a format of financial statements that complies with generally accepted accounting principles for governments. In addition, none of the misstatement detected as a result of audit procedures and corrected by management were material, either individual or in the aggregate, to the financial statements as a whole.

***Disagreements with Management***

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

***Management Representations***

We have requested certain representations from management that are included in the management representation letter dated June 25, 2021.

***Management Consultations with Other Independent Accountants***

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

***Other Audit Findings or Issues***

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of Board of Directors and management of Sonoma County Waste Management Agency and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

*Maher Accountancy*



Agenda Item #: 4.4  
Staff Contact: Walsh  
Agenda Date: 10/21/2021  
Approved By: LL

**ITEM: Resolution No. 2021-22, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings**

**I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends that the Board adopt Resolution No. 2021-22, making findings and determinations under AB 361 for the continuation of virtual meetings.

**II. BACKGROUND**

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor’s Executive Order are contained in Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, that the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations
- Each teleconference location must be identified on the actual agenda
- Each teleconference location shall be accessible to the public
- A quorum of the legislative body must be in the jurisdiction

With the Governor’s Executive Order, the four above requirements were suspended, allowing councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. As the Board is aware, this allowed the Board meetings to be conducted by Zoom with Board members, staff, and the public all joining from remote locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21, which continued to allow for complete virtual meetings until September 30, 2021.

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and



either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees. As a result, if Zero Waste Sonoma desires to have virtual meetings on or after October 1, 2021, it must do so consistent with the requirements of AB 361.

### III. DISCUSSION

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands.

Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation. Zero Waste Sonoma already complies with this requirement, so it presents no change to our current practice.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. State officials at Cal-OSHA have, through the adoption of certain regulations, recommend measures to promote social distancing throughout the State. Additionally, on September 22, 2021, Sonoma County Health Officer Dr. Sundari Mase has issued a recommendation to continue online meetings (teleconference meetings) as those meetings promote social distancing, and "present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19." Dr. Mase recommended that if an agency holds in person meetings, a written safety protocol be developed and followed, requiring social distancing and that face masks be

worn. Dr. Mase also recommended that for in person meetings, an agency consider holding meetings outdoors to reduce the risk of COVID-19 transmission.

The enclosed resolution makes the necessary findings for the Board, which is subject to the Brown Act, to continue with virtual meetings for the time being. As the Board meets on the third Thursday of every month, it is possible that more than 30 days may elapse between consecutive meetings. AB 361 is silent as to whether special meetings are required on a more frequent basis to keep up with the 30-day renewal of findings requirement, although scheduling such meetings would ensure strict compliance. Alternatively, if the Board does not meet within thirty days after its prior meeting, the Board should make its renewed findings at the beginning of its next meeting prior to any other action or discussion. Board staff will return to the Board with a resolution every meeting to allow for the continuance of virtual meetings for so long as the Board and staff believes that virtual meetings are necessary.

It is important to that AB 361 does not require Zero Waste Sonoma to continue with virtual meetings, but simply gives the Board that option. If at any time the Board desires to return to in person meetings, the Board can agendaize that topic for discussion and direct staff to initiate the transition back to in-person or hybrid meetings. However, at this time, Board staff is recommending adoption of the resolution to allow the Board to continue to be held remotely in order to ensure social distancing consistent with the recommendations of state and local officials.

#### **IV. FUNDING IMPACT**

There is no fiscal impact for this item

#### **V. CONCLUSION**

Staff recommends that the Board adopt Resolution No. 2021-22, making findings and determinations under AB 361 for the continuation of virtual meetings.

#### **VI. ATTACHMENTS**

1. Resolution Making Findings and Determinations under AB 361
2. 9/22/2021 Recommendation of the Health Officer: Public Meetings

**A RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (ALSO KNOWN AS ZERO WASTE SONOMA) MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS**

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361, Chapter 165, Statutes of 2021 (“AB 361”), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, the Board of the Sonoma County Waste Management Agency (also known as Zero Waste Sonoma) has considered the circumstances of the state of emergency; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing; and

WHEREAS, according to the Sonoma County Health Officer, the grounds for the social distancing recommendation include that online meetings (teleconference meetings) “present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19”; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are lifted; and

WHEREAS, the Board of the Sonoma County Waste Management Agency desires to continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

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

1. The above recitals and true and correct and shall be the findings of the Board of Directors of the Sonoma County Waste Management Agency.
2. The Board of Directors the Sonoma County Waste Management Agency shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3) based upon the findings and determinations hereby made by the Board.

PASSED, APPROVED, and ADOPTED, by the Board of Directors of the Sonoma County Waste Management Agency, on this 21st day of October, 2021, by the following vote:

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: October 21, 2021

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Clerk of the Sonoma County Waste Management Agency  
In and for the County of Sonoma



## County of Sonoma Emergency Readiness, Response and Recovery



Emergency

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September 24, 2021 10:38 AM

# Recommendation of the Health Officer: Public Meetings

[En Español \[https://socoemergency.org/recomendacion-del-funcionario-de-salud-reuniones-publicas/\]](https://socoemergency.org/recomendacion-del-funcionario-de-salud-reuniones-publicas/)

# Sonoma County Public Health Recommendations for Safely Holding Public Meetings

September 22, 2021

**Each local government agency is authorized to determine whether to hold public meetings in person, online (teleconferencing only), or via a combination of methods. The following are recommendations from Sonoma County Public Health to minimize the risk of COVID-19 transmission during a public meeting of a legislative body held in compliance with Government Code section 54953(e):**

1. Online meetings (teleconferencing meetings) are strongly recommended as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19.
2. If a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended, when possible, to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person.
3. If a local agency holds in person meetings, a written safety protocol should be developed and followed. It is recommended that the

protocol require social distancing – i.e., six feet of separation between attendees – and face masking of all attendees in compliance with [Order of the Health Officer of the County of Sonoma C19-25](#).

4. If a local agency holds in person meetings, seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times.
  
5. Consider holding public meetings outdoors. Increasing scientific consensus is that outdoor airflow reduces the risk of COVID-19 transmission compared to indoor spaces. Hosting events outdoors also may make it easier to space staff and members of the public at least six feet apart.
  
6. Current evidence is unclear as to the added benefit of temperature checks in addition to symptom checks. We encourage focus on symptom checks as they may screen out individuals with symptoms but no fever and help reinforce the message to not go out in public if you are not feeling well.
  
7. Consider a voluntary attendance sheet with names and contact information to assist in contact tracing of any cases linked to a public meeting.

Dr. Sundari R. Mase, MD MPH

Health Officer of the County of Sonoma





Agenda Item #: 5  
Staff Contact: Scott  
Agenda Date: 10/21/2021  
Approved By: LL

## **ITEM: Emergency HHW Transportation and Disposal Services**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board authorize the Executive Director to execute an agreement with ACTenviro for emergency disposal services for the HHW facility.

### **II. BACKGROUND**

Due to COVID, logistical disruptions have greatly impacted the ability for ZWS's contractor, Clean Harbors Environmental Services, to ship and dispose of the material collected at the HHW facility since June 2021. Nationwide incinerator backlogs and closures, truck driver shortages, trailer shortages, and labor shortages related to COVID have created significant storage and operational challenges at ZWS's HHW facility. Other Bay Area jurisdictions have expressed similar challenges and the US EPA has recently addressed the issue stating that they expect issues at certain incinerators to continue through March of 2022. Staff has been continuously monitoring the situation to assess the potential need for closure and communicating with the regulatory agency Sonoma County Certified Unified Program Agency (CUPA). Over the past four months, there has been a backlog of up to 130 pallets of material at a time waiting to be shipped from the HHW facility that has threatened safety and operations.

### **III. DISCUSSION**

Staff is requesting the execution of an emergency contract to use a new waste contractor, ACTenviro, to transport and dispose of HHW until Clean Harbors is back up to normal capacity. Clean Harbors will continue to provide labor, equipment, and supplies for HHW facility operations and will also continue to transport and dispose of HHW when possible.

PaintCare, the paint stewardship organization responsible for recycling paint collected at the HHW facility, has three contractors that can be utilized to pick up ZWS's paint. They have recently switched from Clean Harbors to ACTenviro during these disruptions. ACTenviro has been very responsive and has already assisted ZWS's HHW Facility with two full truckloads of paint through their PaintCare contract.

Staff received quotes from two HHW contractors and ACTenviro is the top choice based on price, availability, and reputation. Staff also surveyed HHW facilities across the state utilizing the HHW Information Exchange listserv. Results from fourteen jurisdictions indicated that ACTenviro currently has the capacity to transport and dispose of HHW materials without disruption and some jurisdictions have also started contracting with ACTenviro for the same reasons.

Staff completed a draft agreement but has not yet completed contractual negotiations. Staff is requesting the Board provide permission to ZWS's Executive Director to complete negotiations and execute any nonmaterial changes to the agreement. The prices will not change and a draft agreement is provided as an attachment for review.

#### **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 2023.

#### **V. ATTACHMENTS**

Resolution  
Draft Agreement with ACTenviro

RESOLUTION NO.: 2021-23

DATED: October 21, 2021

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, (“AGENCY”) AUTHORIZING AN 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 Conditionally Exempt Small Quantity Generators (“CESQG”), 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 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; and

WHEREAS, Contractor represents to Agency that it is duly qualified in handling, transporting, and disposing of HHW; 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 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 Agreement with ACTenviro for On-Call Household Hazardous Waste Transportation and Disposal Services through June 30, 2023.

MEMBERS:

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

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

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

SO ORDERED

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

ATTEST:                      DATE: October 21, 2021

---

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

**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 3<sup>rd</sup> 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 3<sup>rd</sup> 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. 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 \_\_\_\_\_, 2021.

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: \_\_\_\_\_  
Leslie Lukacs, Executive Director

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 C**  
**LIST OF APPROVED DISPOSAL FACILITIES**

[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]	
<b>Flammable &amp; Poison</b>						
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
<b>Acid</b>						
Acid	42,000	TR	LP	55	\$220.00	250
<b>Base</b>						
Base	100,064	TR	LP	55	\$220.00	250
<b>Oxidizer</b>						
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
<b>PCB-containing</b>						
Other PCB waste (ballasts)	4,200	DI	LP	LB	\$6.10	700
<b>Aerosol</b>						
Aerosols	89,500	FB/DI	LO	CYB	\$605.00	600
<b>Reclaimable</b>						
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
<b>Other</b>						
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
<b>Asbestos</b>	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



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

<b>Facility Name</b>	<b>EPA ID #</b>	<b>Address</b>	<b>Telephone</b>
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
<b>Flammable, non-flammable aerosols</b>	REC, Alt Fuels	US Ecology
<b>Used motor oil</b>	REC, Alt Fuels	List TSDF
<b>Halogenated used oil</b>	INC	Veolia
<b>Contaminated diesel fuel/fuel oil</b>	REC, Alt Fuels	Rineco
<b>Chlorinated solvents</b>	Alt Fuels, INC	List TSDF
<b>Non-chlorinated flammable liquids</b>	Alt Fuels	Rineco
<b>Oil-based paints commodity pack</b>	Alt Fuels	Rineco
<b>Flammable Liquid lab pack</b>	Alt. Fuels	List TSDF
<b>Toxic Liquid lab pack</b>	INC, Alt. Fuels, Waste to Energy	Veolia, Covanta
<b>Water reactive lab pack</b>	INC	Veolia
<b>Oxidizer lab pack</b>	INC, STAB	Veolia, US Ecology
<b>Organic peroxide lab pack</b>	INC	Veolia
<b>Toxic commodity pack</b>	INC	Veolia
<b>Mercury debris</b>	REC	ABQ
<b>Elemental mercury</b>	REC	ABQ
<b>Corrosives lab pack</b>	WWT, STAB	US Ecology, Veolia
<b>Dry alkaline batteries</b>	REC	AERC
<b>Ni-Cad batteries</b>	REC	AERC
<b>Class 9 lab pack</b>	Waste to Energy	Covanta
<b>Oily water</b>	Waste to Energy, STAB	Covanta, US Ecology
<b>Oily debris</b>	Waste to Energy	Covanta
<b>PCB light ballasts</b>	REC	AERC
<b>Antifreeze</b>	REC, Alt Fuels	EWS, Covanta
<b>Cylinders (propane, MAPP, isobutane/propane, butane, helium)</b>	REC	Freon Free
<b>Fire extinguishers (any size)</b>	REC	Freon Free
<b>Latex paint in roll-off box</b>	REC	Visions
<b>Fluorescent bulbs – crushed</b>	REC	AERC
<b>Other regulated waste – lab pack</b>	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 #: 6  
Staff Contact: Lukacs  
Agenda Date: 10/21/2021  
Approved By: LL

## **ITEM: Discussion of Sonoma County Waste Management Agency Surcharge (“ZWS Fee”) Cap Increase**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board consent to the revised ZWS fee cap increase set by the MOA between Republic Services and the County of Sonoma.

### **II. BACKGROUND**

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

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

The ZWS Fee covers the costs of programs, including but not limited to: recycling and disposal of Household Hazardous Waste (HHW) from the member jurisdictions (“Members”), education regarding recycling, SB 1383 compliance, ZWS operations, and other methods of waste diversion to Members and the public.

The Master Operation Agreement (MOA) between the County and Republic caps the ZWS Fee at \$5.95 per ton for self-haul waste. At the March 30, 2021 Board Meeting, staff proposed increasing the ZWS fee based on an analysis performed by R3 Consulting Group on the financing and rate impacts associated with building an additional HHW facility and SB 1383 compliance. The cap was determined to be a barrier to moving such projects forward and staff was given direction to work with the County to address the cap and increase the ZWS Fee in the near future to adequately fund ZWS programs.

### **III. DISCUSSION**

As discussed at the April 28, 2021 SB 1383 meeting between Zero Waste Sonoma and member jurisdiction staff, the County is proposing that member jurisdictions review existing agreements regarding the current commercial food waste program in light of changes mandated by SB 1383.

The Memorandum of Agreement (MOA) with the County requires Republic to provide a commercial food waste program, which is more fully described in the Prime Subcontract Agreement that Republic maintains with Recology Sonoma Marin (“Recology”). Under the subcontract, Recology is required to provide a Commercial Food Waste/Dry Waste Collection program to urban areas of each city as reasonably necessary to meet the diversion goals of the MOA, subject to cost

considerations. The subcontract does not require Recology to provide the program at a financial loss.

The cities that maintain a franchised hauler agreement with Recology are provided a commercial food waste/dry waste program, and these agreements assume that the costs for those programs are fully compensated through the MOA. However, the program under the MOA is designed to be scaled to match the available funding, which is inadequate to afford the full cost of SB 1383 compliance.

To reconcile the existing MOA program with new obligations assigned to cities under SB 1383, the County is proposing to amend the MOA and Prime Subcontract agreements to retire the existing commercial food waste/dry waste program and eliminate the \$4.21/ton gate fee that funds the program. Retirement of the existing program under the MOA will allow all jurisdictions to manage their SB 1383 obligations directly with the haulers through the franchise agreements. This solution avoids reliance on outdated language in the MOA and related agreements that would need to be supplemented by yet additional agreements in order to establish compliance.

Once member jurisdictions agree to have Recology deliver SB 1383-compliant organic waste collection services, which include commercial food waste collection, through the franchise agreements in lieu of reliance on the MOA program, Republic will reduce the gate fee by \$4.21 per ton, which is the compensation currently paid to Recology for the current program. This enables Republic to lower the self-haul gate rate by the same amount without affecting Republic's profitability, creating "room" to increase the ZWS fee on self-haul waste.

The County has successfully negotiated an agreement with Republic to allow the ZWS Fee Cap to be increased by up to \$4.21 per ton, with an additional increase measured by a CPI formula of up to 3.5%. See the Schedule shown below. As mentioned, the current ZWS Fee is at the cap rate of \$5.95. The new cap would be set at \$10.16 (\$5.95 plus \$4.21) and assumes a 2% annual CPI increase projected for the next 18 years, at which time the MOA expires. The below figure further explains the projections.

## ZWS Projected Fee Analyses through April 2039

Year	Fee Component	CPI	Resultant Cap with Annual CPI Increase	Projected Fee Based on R3 Analysis	Difference Between Cap and R3 Project Fee	Annual Increase JPA Projected Fee
Apr-20	JPA Fee		\$5.40			
Apr-21	JPA Fee		\$5.40	\$5.95	\$0.55	
Apr-22	JPA CAP (5.95 + 4.21= 10.16)		\$10.16	\$6.95	\$3.21	\$1.00
Apr-23	Assumed CPI Increase	2.00%	\$10.36	\$8.60	\$1.76	\$1.65
Apr-24	Assumed CPI Increase	2.00%	\$10.57	\$9.15	\$1.42	\$0.55
Apr-25	Assumed CPI Increase	2.00%	\$10.78	\$9.40	\$1.38	\$0.25
Apr-26	Assumed CPI Increase	2.00%	\$11.00	\$9.50	\$1.50	\$0.10
Apr-27	Assumed CPI Increase	2.00%	\$11.22	\$9.69	\$1.53	\$0.19
Apr-28	Assumed CPI Increase	2.00%	\$11.44	\$9.88	\$1.56	\$0.19
Apr-29	Assumed CPI Increase	2.00%	\$11.67	\$10.08	\$1.59	\$0.20
Apr-30	Assumed CPI Increase	2.00%	\$11.90	\$10.28	\$1.62	\$0.20
Apr-31	Assumed CPI Increase	2.00%	\$12.14	\$10.49	\$1.65	\$0.21
Apr-32	Assumed CPI Increase	2.00%	\$12.38	\$10.70	\$1.69	\$0.21
Apr-33	Assumed CPI Increase	2.00%	\$12.63	\$10.91	\$1.72	\$0.21
Apr-34	Assumed CPI Increase	2.00%	\$12.89	\$11.13	\$1.75	\$0.22
Apr-35	Assumed CPI Increase	2.00%	\$13.14	\$11.35	\$1.79	\$0.22
Apr-36	Assumed CPI Increase	2.00%	\$13.41	\$11.58	\$1.83	\$0.23
Apr-37	Assumed CPI Increase	2.00%	\$13.67	\$11.81	\$1.86	\$0.23
Apr-38	Assumed CPI Increase	2.00%	\$13.95	\$12.05	\$1.90	\$0.24
Apr-39	Assumed CPI Increase	2.00%	\$14.23	\$12.29	\$1.94	\$0.24

ZWS staff support the County’s approach to addressing the original cap and the revised cap schedule which includes an annual CPI. The schedule as presented addresses anticipated future needs of ZWS inclusive of an alternate HHW facility and SB 1383 compliance measures as calculated by R3 in their budgeted rate schedule. Because the revised cap as proposed is greater than what ZWS’s anticipated future needs are in the R3 rate schedule, there is buffer capacity to raise rates should new state or local requirements necessitate services be provided by ZWS. The County is requesting the ZWS Board consent to the revised cap.

#### IV. FUNDING IMPACT

The increase to the ZWS fee cap does not have a funding impact on the current fiscal year. If approved by the ZWS board, the proposed fee cap adjustment will allow the ZWS Board to approve a fee increase at the March 2022 board meeting (April 1, 2022 effective date) to meet our Debt Reserve Funding goals.



Agenda Item #: 7  
Cost Center: Organics  
Staff Contact: Tan  
Agenda Date: 10/21/2021  
Approved By: LL

## **ITEM: Memorandum of Understanding (MOU) Regarding Implementation of SB 1383 Regulations**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends that the Board vote to approve the SB 1383 Memorandum of Understanding (MOU).

### **II. BACKGROUND**

In 2016, Governor Brown signed Senate Bill 1383 (SB 1383) into law in an effort to reduce emissions of short-lived climate pollutants, such as methane, which are generated from landfilling organic material like food scraps and yard trimmings. SB 1383 is the most significant waste reduction mandate to be adopted in California in the last 30 years. SB 1383 establishes statewide targets to reduce organic material disposed in landfills by 75% and increase edible food recovery by 20% by 2025, compared to the 2014 baseline.

The regulations of SB 1383 go into effect on January 1, 2022, and they prescribe specific tasks and actions that jurisdictions must take or face significant monetary penalties for non-compliance. Jurisdictions may enter into an agreement with a joint powers authority to implement the requirements of the SB 1383 regulations, except that the jurisdictions shall remain ultimately responsible for compliance.

In order to meet CalRecycle's 2022 deadline, ZWS staff started drafting a memorandum of understanding (MOU) in July 2020. The MOU delineates specific responsibilities for implementation of SB 1383 requirements that the jurisdictions shall delegate to ZWS. In January 2021, ZWS staff started meeting monthly with member jurisdiction staff to negotiate the terms of the MOU and to share updates on implementation efforts in the region. In August 2021, when ZWS and member jurisdiction staff were reasonably comfortable with the terms of the MOU, the draft agreement was distributed to all 10 member jurisdictions' legal counsels for review. ZWS staff have since taken all feedback into consideration and incorporated changes to the satisfaction of all parties.

### **III. DISCUSSION**

ZWS shall implement a substantial portion of the SB 1383 requirements placed on jurisdictions, summarized in the following list:

- Provide education and outreach information in English and Spanish about the importance of organics diversion from the landfill and the SB 1383 requirements to residential and commercial (business) generators,

- Monitor residents' and businesses' compliance with organics diversion and food recovery/donation requirements,
- Review and approve waivers for minimal organic waste generation (de Minimis) and space constraints,
- Investigate complaints of non-compliance and violations in coordination with approved haulers and jurisdiction staff,
- Provide information and recommendations for jurisdictions to take enforcement action against non-compliant generators as necessary,
- Maintain records of all activities related to SB 1383 implementation, which shall be accessible to approved haulers and jurisdiction staff at any time,
- Regularly report SB 1383 implementation progress and landfill diversion data to CalRecycle,
- Plan for organics processing and food recovery infrastructure expansion if existing infrastructure is inadequate to serve the community, and
- Implement and manage a regional compost and mulch rebate program to satisfy the SB 1383 procurement requirements according to targets set by CalRecycle, based on population.

If, and when, the ZWS Board of Directors approves the attached MOU, the agreement shall be brought forward to each jurisdiction's council for approval and signature. ZWS staff hopes to have a fully executed agreement by the end of 2021 or early 2022.

#### **IV. FUNDING IMPACT**

Staff time is impacted with the implementation of SB1383. The previously approved FY 21-22 budget, accounts for the increased workload for ZWS staff, as well as the addition of a 0.5 FTE to assist with implementation. The ZWS Fee may increase for FY 22-23 and beyond as SB 1383 regulations go into effect

#### **V. ATTACHMENTS**

Memorandum of Understanding (MOU) Regarding Implementation of SB 1383 Regulations

**Memorandum of Understanding  
Between the Jurisdictions of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa  
Rosa, Sebastopol, Sonoma, Windsor, and the County of Sonoma and The Sonoma County  
Waste Management Agency  
Regarding Implementation of SB 1383 Regulations**

This Memorandum of Understanding (“MOU”) is made this 21st day of October, 2021 (“Effective Date”) by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California, the **CITIES OF CLOVERDALE, COTATI, HEALDSBURG, PETALUMA, ROHNERT PARK, SANTA ROSA, SEBASTOPOL, SONOMA, AND WINDSOR**, each a municipal corporation of the State of California (the County and Cities are referred to individually herein as a “Jurisdiction” and collectively as the “Jurisdictions”) and the **SONOMA COUNTY WASTE MANAGEMENT AGENCY**, a California joint powers authority (“Agency”) (collectively the “Parties”).

**RECITALS**

**WHEREAS**, the Agency is a joint powers authority established pursuant to the California Joint Exercise of Powers Act (Gov. Code section 6500 *et seq.*); and

**WHEREAS**, each of the Jurisdictions is a member of the Agency, and the Agency operates certain core programs on behalf of and for the benefit of the Jurisdictions, including but not limited to providing education regarding recycling, composting, and other methods of waste diversion to the Jurisdictions and the public, and conducting, preparing, and submitting all monitoring and reporting as a regional agency pursuant to the Integrated Waste Management Act (California Public Resources Code §§ 40000 *et seq.*); and

**WHEREAS**, the State of California passed SB 1383 (Chapter 395, Statutes of 1383), which required the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

**WHEREAS**, CalRecycle has finalized regulations for the implementation of SB 1383, which have been incorporated into the revised Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations” or “Regulations”); and

**WHEREAS**, the SB 1383 Regulations require local jurisdictions, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with SB 1383 Regulations, and maintain records of compliance with SB 1383 Regulations; and

**WHEREAS**, jurisdictions may enter into a contract with a joint powers authority to implement the requirements of the SB 1383 Regulations, except that the Jurisdictions shall remain ultimately responsible for compliance in accordance with Section 18981.2 of the Regulations; and

**WHEREAS**, the Parties are entering into this MOU to establish certain roles and responsibilities that the Agency shall assume on behalf of the Jurisdictions to implement the SB 1383 Regulations under the terms and conditions as set forth herein.

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

### **AGREEMENT**

1. **Term.** This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in Section 6 of this MOU.

2. **Definitions.**

The terms set forth below are defined as follows for purposes of this MOU. Any terms that are used but not defined herein shall have the meaning set forth in the SB 1383 Regulations, Section 17402 of Title 14 of the California Code of Regulations, or Section 18815.2 of Title 14 of the California Code of Regulations.

(a) “Agency” means the Sonoma County Waste Management Agency, doing business as Zero Waste Sonoma.

(b) “CalRecycle” or “Department” means the California State Department of Resources Recycling and Recovery.

(c) “City” means one of the cities or towns that is a signatory to this MOU.

(d) “County” means the County of Sonoma.

(e) “Edible Food” means food intended for human consumption.

(f) “Generator” means a person or entity that is responsible for the initial creation of organic waste.

(g) “Hauler” means a person or entity who collects material from a Generator and delivers it to a reporting entity, end user, or a destination outside of the state. “Hauler” includes public contract haulers, private contract haulers, food waste self-haulers, and self-haulers. A person who transports material from a reporting entity to another person is a transporter, not a hauler.

(h) “Implementation Record” means the compiled records, physical or electronic, of a Jurisdiction that must be stored in one central location and contain the records and information required by Section 18995.2 of the Regulations.

(i) “Jurisdiction” means a City or the County, each of which provides solid waste collection services within their jurisdictional boundaries.

(j) “Organics,” “Organic Materials” or “Organic Waste” are materials that originate from living organisms and their metabolic waste products, including food, green material, landscape and pruning waste, vegetables, grain, meat, bones, paper towels, leaves, digestate, and wood.

(k) “SB 1383 Regulations,” “Regulations,” or “Chapter” means Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations, as they may be amended from time to time. Regulatory references to specific sections listed in the MOU shall be to the SB 1383 Regulations, unless specifically noted otherwise.

### 3. Responsibilities of the Agency.

(a) **Education and outreach.** The Agency shall provide educational materials and community outreach to organic waste generators in English and Spanish that explain and provide information on the requirements of the SB 1383 Regulations, as more specifically described below. In providing the education and outreach materials described below, the Agency intends that its education and outreach efforts will be consistent with, and supplemental to, the education and outreach provided by the Jurisdictions’ franchised haulers. Since Non-Local Entities and Local Education Agencies are not under the Jurisdictions’ control but are still subject to SB 1383, the Agency shall also identify and provide them with the educational materials on the requirements set forth below.

(i) Prior to February 1, 2022, the Agency will make available to Generators, through print and/or electronic media as permitted pursuant to the Regulations, information regarding the responsibilities and requirements set forth in Sections 18984.9, 18984.10, 18985.1, 18985.2, 18988.3, 18991.3, 18991.4, and 18991.5 of the Regulations. The information generated pursuant to this subparagraph shall be made available through posting on the Agency’s website, content made available for posting on the Jurisdictions’ websites, and brochures made available for distribution to Generators. The Agency will additionally distribute the information through other social media as deemed appropriate at the Agency’s discretion. The information generated pursuant to this subparagraph shall be updated at least annually.

(ii) Through email, letters, or other direct communication, the Agency shall annually notify Tier I and II Commercial Edible Food Generators within each Jurisdiction of their food recovery requirements as established pursuant to Section 18991.3 and 18991.4 of the Regulations. Such notification shall include corresponding resources to assist in compliance with the applicable food recovery requirements.



(iii) The Agency shall perform outreach to non-compliant residential and commercial Generators to seek voluntary compliance with the Regulations, as further described under Section 3(e) of this MOU. As part of seeking voluntary compliance, the Agency will provide non-compliant residential and commercial Generators with information and resources to help them comply with the Regulations related to the collection and recovery of Organic Materials.

(iv) On or before January 1, 2022, the Agency will design container decals that comply with Section 18984.8 of the Regulations and distribute them upon request at the requesting Jurisdiction's expense if a Jurisdiction's Hauler does not produce its own.

(b) **Procurement.**

(i) The Agency shall annually notify each Jurisdiction of its Organic Waste product procurement target, as required and determined by CalRecycle pursuant to Section 18993.1 of the Regulations. Before CalRecycle releases the official procurement targets for each Jurisdiction on January 1, 2022 and every five years thereafter, the Agency shall assist the Jurisdictions in calculating estimates of the procurement targets.

(ii) The Agency shall further use reasonable efforts to procure recovered Organic Waste products on behalf of the Jurisdictions to meet the Jurisdictions' respective Organic Waste product procurement targets in accordance with Section 18993.1 of the Regulations. Credit for procurement of Organic Waste products procured by the Agency pursuant to this subparagraph shall be allocated to each Jurisdiction's procurement target on a proportionate basis based on their respective procurement targets. For example, if one Jurisdiction's procurement target is equal to 25% of the cumulative procurement targets of all the Jurisdictions, then that Jurisdiction will receive credit for 25% of all Organic Waste products procured by the Agency pursuant to this subparagraph.

(iii) The Agency shall use or give away Organic Waste products procured pursuant to subparagraph (ii) as the Agency deems appropriate in its sole discretion.

(iv) The Agency shall include all documents and information required pursuant to Section 18993.2 of the Regulations as they relate to the procurement of Organic Waste products by the Agency pursuant to subparagraph (ii) in the Implementation Record for each of the Jurisdictions. This documentation shall be made available to the Jurisdictions through the Implementation Record, as set forth below.

(c) **Reporting and recordkeeping.**

(i) The Agency shall prepare and submit the reports required pursuant to Section 18992.1 and 18992.2 on Organics processing capacity and Edible

Food recovery capacity planning. The Agency shall submit the required reports in accordance with the schedule established in Section 18992.3.

(ii) In conformance with Section 18995.2 of the Regulations, the Agency will store and maintain the Implementation Record for each of the Jurisdictions. Each Jurisdiction will be given access to their own Implementation Record through a cloud-based software. Agency staff will promptly upload documents and in a manner as required in the Regulations, provided that the information is made available to the Agency by the Jurisdictions creating such records in a prompt manner.

(iii) Upon request by a CalRecycle representative, the Agency will provide access to the Implementation Record within 10 business days. In conformance with the California Public Records Act (Government Code §6250 *et seq.*), Agency will also respond to a request for public records contained in the Implementation Record. Agency and Jurisdiction shall each notify the other if either the Agency or a Jurisdiction receive a request for all or part of the Implementation Record and coordinate a response to such request.

(iv) The Agency shall prepare and submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle in compliance with Sections 18994.1 and 18994.2.

(d) **Organic waste processing capacity and diversion planning.** In conformance with Sections 18992.1 and 18992.2 of the Regulations, the Agency shall estimate existing Organics processing and Edible Food recovery capacities available in the County. If it is found that capacity in either category is needed, the Agency shall assist the Jurisdictions that lack capacity in creating an implementation plan to expand capacity.

(e) **Complaints and violations.**

(i) The Regulations require the Jurisdictions to provide a procedure for the receipt and investigation of written complaints of alleged violations of the Regulations. In conformance with this requirement, the Agency shall make an online complaint form available on its website for public submission and will make the form available for the Jurisdictions to place on their respective websites. The complaint form shall collect all information required under Section 18995.3. Upon receipt of a complaint, the Agency shall forward the complaint to the appropriate Jurisdiction and Hauler. The Agency shall work with the appropriate Jurisdiction and the Hauler to investigate the validity of the complaint within 90 days of receipt in accordance with Section 18995.3. The Agency will coordinate with the appropriate Jurisdiction in an effort to ensure that the information collected by the Agency through the investigation process is reasonably sufficient to allow the Agency to determine whether to initiate a formal enforcement action, and to utilize the collected information if such action is initiated. If a Generator is found to be non-compliant, the Agency shall notify the Generator of the Agency's determination of non-compliance, including the basis for its determination and the supporting evidence received or generated by the Agency. As

part of the notification the Agency will provide resources to assist the Generator in achieving compliance with the Regulations. Nothing herein shall prevent a Jurisdiction from initiating a formal enforcement action as deemed appropriate in the Jurisdiction’s discretion prior to completion of the Agency’s investigation. In the event that a Jurisdiction initiates such formal enforcement action, the Agency shall coordinate with the Jurisdiction to ensure that the Agency’s investigation is carried out in a manner that supports the Jurisdiction’s investigation.

(ii) The Agency will develop a standardized procedure for seeking voluntary compliance from Generators that are in violation of the Regulations. Through this process the Agency will coordinate with each Jurisdiction’s approved Haulers to seek voluntary compliance from Generators found to be in violation of the Regulations. The Agency’s responsibilities will include contacting Generators who have repeatedly contaminated and/or refuse to use the recycling and/or organics collection containers despite reasonable efforts by the franchised Hauler to notify the Generator and seek compliance. The Agency will use incrementally escalating efforts to educate the non-compliant Generator and seek voluntary compliance through the standardized procedures developed by the Agency. In the event that the Agency is unable to achieve voluntary compliance through these contacts, the Agency will refer the matter, along with all evidence collected by the Agency related to the Generator’s non-compliance, to the Jurisdiction where the Generator is located for formal enforcement action.

(iii) In the event a Jurisdiction initiates an enforcement action against a Generator, the Agency will provide support to the Jurisdiction in carrying out the enforcement action, including working with the Jurisdiction’s approved Hauler to determine whether the Generator has come into compliance prior to a compliance deadline established by Notice of Violation. The Agency’s support will be directed by the Jurisdiction as it retains responsibility over the formal enforcement action.

(f) **Inspections of Commercial Edible Food Generators.** Beginning January 1, 2022, the Agency shall conduct annual inspections of Tier One Edible Food Generators, food recovery organizations, and food recovery services within the County in a manner as necessary to comply with the requirements of Section 18995.1(a)(2) for all of the Jurisdictions. The Agency may conduct inspections of a random sampling of food recovery entities or prioritize inspections of entities that it determines are more likely to be out of compliance, provided that such manner of selection shall satisfy the requirements of the Regulations. Beginning January 1, 2024, the Agency shall additionally conduct annual inspections of Tier Two Edible Food Generators within the County in a manner as necessary to comply with the requirements of Section 18995.2(a)(2) for all of the Jurisdictions. The Agency may adjust the frequency or number of inspections from time to time if required by CalRecycle.

(g) **Waivers.**

(i) The Agency shall, on behalf of each Jurisdiction consider and approve or deny each request for waiver of the Regulations made pursuant to Section 18984.11, except as otherwise provided herein.

(1) The Agency will create a standardized waiver request form for Jurisdictions and Haulers to distribute. This form will be a printable document maintained on the Agency’s website.

(2) The Agency will also provide each Jurisdiction with a monthly report listing waivers that have been approved in the Jurisdiction in the prior month.

(ii) Notwithstanding the foregoing, each Jurisdiction may at its discretion elect to consider and approve or deny requests for waiver of the Regulations for Generators within its boundaries rather than delegating this responsibility to the Agency. In the event a Jurisdiction elects to consider waivers within its boundaries, it shall provide written notice to the Agency of its decision, and the Agency will forward any requests for waiver to the Jurisdiction after receiving such notice.

(iii) If certain census tracts within a Jurisdiction are eligible for a waiver or exemption from the requirements of the Regulations based on the criteria set forth in Section 18984.12, the Agency shall assist the Jurisdiction in submitting a waiver request to CalRecycle.

(h) **Emergency Circumstances – Waivers for Jurisdiction**

(i) The Agency will be responsible for notifying CalRecycle and/or submitting requests on behalf of Jurisdictions that require (1) an Emergency Processing Facility Temporary Equipment Failure Waiver or (2) a Disaster and Emergency Waiver. Such requests and/or notifications shall be made in compliance with Section 18984.13.

4. **Responsibilities of the Jurisdictions.**

(a) Except for those responsibilities and requirements expressly assumed by the Agency pursuant to this MOU, each Jurisdiction shall be responsible for compliance with the Regulations, as applicable.

(b) Each jurisdiction shall be responsible for the adoption of its own enforceable ordinance as required by SB 1383.

(c) **Sharing of information.** Within thirty (30) days of request by the Agency, or as soon as such information is available to the Jurisdiction, the Jurisdictions shall share with the Agency all data, documents, contact information for generators within the Jurisdiction, or any other information necessary for the Agency to carry out the responsibilities set forth in this MOU. In accordance with Government Code Section 6254.5, subdivision (e), the Agency agrees to treat as confidential material that the Jurisdictions share with the Agency that is exempt from disclosure pursuant to the Public Records Act (Government Code Section 6250 *et seq.*) and that the sharing Jurisdiction has labeled as confidential. Only authorized Agency officials or employees shall be permitted to access such confidential Jurisdiction material.

(d) **Enforcement.** The Jurisdictions shall each be responsible for any enforcement of the Regulations within their boundaries. The Agency’s role in seeking compliance with the Regulations will be limited to conducting investigations and seeking voluntary compliance as more specifically set forth in Section 3(e) of this MOU.

(e) **Staff and funding.** In order for Agency to carry out its responsibilities in connection with the administration and implementation of the SB 1383 Regulations as specified in this MOU, Agency anticipates that it will incur increased costs as a result of increased staffing needs, costs of development of resources for education and outreach, and costs of procuring Organic Waste products on behalf of the Jurisdictions. The Agency anticipates that it will fund the increased costs that will be incurred in the implementation of this Agreement through an increase to the Agency surcharge that is included in the tipping fee charged on solid waste entering the County’s waste management system. The fee may be increased from time to time at the discretion of the Agency Board to pay for the costs of implementation of this MOU, but not more than once per fiscal year. In accordance with the terms of the Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency, a Jurisdiction that does not provide its waste to the County’s waste management system and therefore does not contribute to the Agency surcharge shall contribute to the costs incurred pursuant to this MOU through adjustment to the Jurisdiction’s agreement to provide compensation to the Agency for provision of Agency programs. The existing agreement or agreements shall be adjusted to account for the Jurisdiction’s proportionate share of the costs of implementing this MOU.

5. **Indemnification/Hold Harmless.** Agency shall indemnify, defend, and hold harmless the Jurisdictions, their legislative bodies, officials, consultants, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, including reasonable attorney’s fees, arising from Agency’s performance of this MOU, with the exception of matters that arise from the negligent or intentional acts or omissions of the Jurisdictions, their legislative bodies, officials, consultants, agents and employees.

6. **Withdrawal of Jurisdictions; Termination by Agency.** Any Jurisdiction may withdraw as a party to this MOU upon giving one hundred and eighty (180) calendar days’ prior written notice to the other Parties. Further, the Agency may terminate this MOU upon giving three hundred and sixty-five (365) days’ prior written notice to the Jurisdictions. Upon termination of this MOU, the Agency shall have no further obligations pursuant to this MOU.

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

MOU – Implementation of SB 1383 Regulations

To: Agency	Sonoma County Waste Management Agency Attention: Executive Director 2300 County Center Drive, Ste. B-100 Santa Rosa, CA 95403 Telephone Number: 707-565-3668 Email: Leslie.Lukacs@sonoma-county.org
To City of Cloverdale:	City of Cloverdale Attention: City Manager 124 N. Cloverdale Blvd Cloverdale, CA 95425 Telephone Number: 707-894-1710 Email: dkelly@ci.cloverdale.ca.us
To City of Cotati:	City of Cotati Attention: City Manager 201 West Sierra Avenue Cotati, CA 94931 Telephone Number: 707-665-3622 Email: dobid@cotaticity.org
To City of Healdsburg:	City of Healdsburg Attention: City Manager 401 Grove Street Healdsburg, CA 95448 Telephone Number: 707-431-3317 Email: jkay@ci.healdsburg.ca.us
To City of Petaluma:	City of Petaluma Attention: City Manager 11 English Street Petaluma, CA 94952 Telephone Number: 707-778-4345 Email: pflynn@cityofpetaluma.org
To City of Rohnert Park:	City of Rohnert Park Attention: City Clerk 130 Avram Avenue Rohnert Park, CA 94928

Telephone Number: 707-588-2227 Email:  
cityclerk@rpcity.org

To City of Santa Rosa:

City of Santa Rosa  
Attention: City Manager  
100 Santa Rosa Avenue, Room 10 Santa Rosa,  
CA 95404  
Telephone Number: 707-543-3010 Email:  
cmoffice@srcity.org

To City of Sebastopol:

City of Sebastopol  
Attention: City Manager  
P.O. Box 1776  
Sebastopol, CA 95473  
Telephone Number: 707-823-1153 Email:  
lmclaughlin@cityofsebastopol.org

To City of Sonoma:

City of Sonoma  
Attention: City Manager  
No. 1 The Plaza  
Sonoma, CA 95476  
Telephone Number: 707-933-2218 Email:  
gtoy@sonomacity.org

To County of Sonoma:

County of Sonoma  
Attention: County Administrator  
575 Administration Drive  
Santa Rosa, CA 95403  
Telephone Number: 707-565-2431  
Email: Sheryl.bratton@sonoma-county.org

To Town of Windsor:

Town of Windsor  
Attention: Town Manager  
P.O. Box 100  
Windsor, CA 95492  
Telephone Number: 707-838-1000 Email:  
kmacnab@townofwindsor.com

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

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

8. **Governing Law and Venue.** This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Venue in any proceeding or action among the participating Jurisdictions arising out of this MOU shall be in Sonoma County, California.

9. **Amendment.** This MOU and the exhibits hereto may only be amended by a writing signed by authorized representatives of each Party, and any purported amendment not signed by an authorized representative of each Party shall be of no force or effect. This MOU may be amended to extend its term, alter its conditions, add Agency and/or Jurisdiction obligations, or otherwise.

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

[Signatures on following page]



**SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING**  
**Between the County of Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park,**  
**Santa Rosa, Sebastopol, Sonoma and Windsor and the County of Sonoma and**  
**Sonoma County Waste Management Agency**  
**Regarding Implementation of SB 1383 Regulations**

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

**CITY OF CLOVERDALE**, A Municipal Corporation of the State of California

By: \_\_\_\_\_  
David Kelley  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Jose Sanchez  
City Attorney

**CITY OF COTATI**, A Municipal Corporation of the State of California

By: \_\_\_\_\_  
Damien O’Bid  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
John Bakker  
City Attorney

**CITY OF HEALDSBURG**, A Municipal Corporation of the State of California

By: \_\_\_\_\_  
Jeff Kay City  
Manager

APPROVED AS TO FORM:

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Samantha Zutler  
City Attorney

**CITY OF PETALUMA**, A Municipal  
Corporation of the State of California

By: \_\_\_\_\_  
Peggy Flynn  
City Manager

APPROVED AS TO FORM:

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Eric Danly  
City Attorney

**CITY OF ROHNERT PARK**, A Municipal  
Corporation of the State of California

By: \_\_\_\_\_  
Darrin Jenkins  
City Manager

APPROVED AS TO FORM:

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Michelle Marchetta Kenyon  
City Attorney

**CITY OF SANTA ROSA**, A Municipal Corporation of the State of California

By: \_\_\_\_\_  
Jeff Kolin  
Interim City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Sue Gallagher  
City Attorney

**CITY OF SEBASTOPOL**, A Municipal Corporation of the State of California

By: \_\_\_\_\_  
Larry McLaughlin  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry McLaughlin  
City Attorney

**CITY OF SONOMA**, A Municipal Corporation of the State of California

By: \_\_\_\_\_  
Garrett Toy  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff Walter  
City Attorney

**COUNTY OF SONOMA**, A Municipal Corporation of the State of California

By: \_\_\_\_\_  
Sheryl Bratton County Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Pittman  
County Counsel

**TOWN OF WINDSOR**, A Municipal Corporation of the State of California

By: \_\_\_\_\_  
Ken McNab  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Jose Sanchez  
City Attorney

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

By: \_\_\_\_\_

Leslie Lukacs  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Ethan Walsh  
Agency Counsel