



Meeting of the Board of Directors

August 16, 2017
REGULAR MEETING
Begins at 8:30 a.m.

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

Meeting Agenda and Documents

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

August 16, 2017

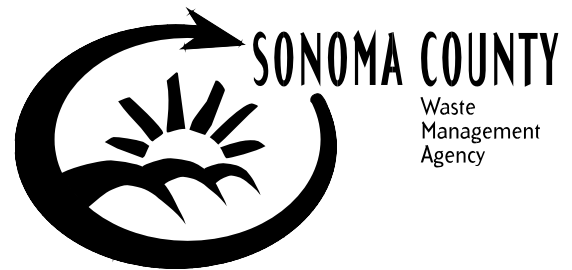
REGULAR MEETING

Begins 8:30 a.m.

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Note: This packet is 57 pages total



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

**August 16, 2017
REGULAR MEETING**

**Beginning at 8:30 a.m.
Estimated Ending Time 11:30 a.m.**

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

Agenda

<u>Item</u>	<u>Action</u>
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 June 21, 2017 Regular Meeting
- 4.2 July, August, and September 2017 Outreach Calendar
- 4.3 HHW Grant Award Notification
- 4.4 Letters of Support for AB 954 and AB 1219

Regular Calendar

- 5. Consideration of an MOU with the Town of Windsor for Used Oil Collection Reimbursement
[Scott] Action Recommended: Approve Agreement

6. Consideration of an Agreement with UCCE for Home Composting Education Services
[Carter] Action Recommended: Approve Agreement
7. Update on Organics Processing Services RFP
[Carter] No Action Required
8. Request for Direction on a Polystyrene Waste Reduction Model Ordinance
[Smith] Action Recommended: Provide Direction
9. Boardmember Comments
10. Staff Comments
11. Next SCWMA meeting: September 20, 2017
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, 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 Sonoma County Waste Management Agency 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 at The Board of Supervisors, 575 Administration Drive, Santa Rosa, and at the meeting site the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa. It is also available on the internet at www.recyclenow.org



Date: July 6, 2017

To: SCWMA Board Members

From: Patrick Carter, SCWMA Executive Director

Executive Summary Report for the SCWMA Board Meeting of June 21, 2017

Item 4, Consent Items: Items 4.1 Minutes of May 17, 2017 Special Meeting, 4.2 June and July 2017 Outreach Calendar were approved.

Item 5, Public Hearing for the Consideration of Wood Waste and Yard Debris Disposal Fees Increases: The Board voted by the required supermajority vote to approve the \$2.00 per ton increase in disposal fees charged at the County-owned transfer stations. The self-haul rate increases from \$72.50 per ton to \$74.50 per ton, effective July 1, 2017.

Item 6, Consideration of an Agreement with Soluna Outreach Services for Spanish Language Outreach Services: The Board approved the agreement with Soluna Outreach Services for Spanish Language Outreach Services, while noting the \$5,000 increased annual cost of this agreement compared to the previous agreement and while praising Hugo Mata from Soluna Outreach Solutions for his role in the previous agreement for these services.

Item 7, Consideration of an Agreement with Soluna Outreach Services for Used Oil Program Management: The board approved the Agreement with Soluna Outreach Services for Used Oil Program Management.

Item 8, Consideration of an Agreement with UCCE for Home Composting Education Services: This item was pulled from consideration and will be rescheduled for a future meeting.



To: Sonoma County Waste Management Agency Board Members

From: Patrick Carter, Executive Director

Subject: August 16, 2017 Board Meeting Agenda Notes

Consent Calendar

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

4.1 **Minutes of the June 21, 2017 Meeting:** regular acceptance.

4.2 **July, August, and September 2017 Outreach Calendar:** This item provides an update on outreach events since the last meeting and upcoming outreach events. No action is required.

4.3 **Award Notification for CalRecycle HHW Small Projects Grant:** In cooperation with the California Product Stewardship Council, SCWMA staff applied for and received notification of award of a \$75,000 grant to promote small refillable propane cylinders, provide collection and disposal of single use containers, and provide HHW outreach and education. The grant term is July 1, 2017 to March 27, 2020. **No Board action is required.**

4.4 **Letters of Support for AB 954 and AB 1219:** Two letters were sent by staff, supporting AB 954 and AB 1219. Both pieces of legislation aimed to reduce food waste; AB 954 sought to promote voluntary food date labels and AB 1219 sought to clarify and expand protections for food donations. **No Board action is required.**

Regular Calendar

5. **Consideration of an MOU with the Town of Windsor for Used Oil Collection Reimbursement:** The SCWMA administers a used oil collection grant on behalf of its members annually to promote proper disposal of used oil and filters in Sonoma County. The Town of Windsor operates a used oil and used filter collection facility for public use. This MOU memorializes the past practice of the SCWMA to reimburse the Town for the allowable costs borne by the Town at that location and allows for future reimbursement up to June 30, 2022, provided grant funding continues through that term. **Staff recommends the Board execute the Memorandum of Understanding (MOU) with the Town of Windsor (Town) for Oil Collection Reimbursement from the execution date through June 30, 2022, dependent upon Used Oil Payment Program funding from CalRecycle.**

6. **Consideration of an Agreement with UCCE for Home Composting Education Services:** This item was continued from the June 21, 2017 SCWMA meeting. Staff has come to an agreement with UCCE staff regarding specific language in the agreement that was not settled before the previous SCWMA meeting. Staff received two responses to an RFP released regarding Home Composting Education Services. Staff evaluated both proposals and concluded the proposal from University of California Cooperative Extension (UCCE) provided the greatest value. **Staff recommends approval of the agreement with University of California Cooperative Extension (UCCE) for Home Composting Education Services with a term of July 1,**

2017 through June 30, 2020.

7. **Update on Organics Processing Services RFP:** This item summarizes the progress on the Organic Processing Services RFP issued by the SCWMA. A pre-proposal conference, two addenda, and a green waste viewing session at the Healdsburg Transfer Station have occurred. The proposal due date has been extended to October 18, 2017. This report is informational; no Board action is required.

8. **Request for Direction on a Polystyrene Waste Reduction Model Ordinance:** Staff included research of a polystyrene waste reduction ordinance as a new task in the current fiscal year Work Plan. The results of that research are included in the staff report. From the information provided, staff believes there is justification to proceed with a model ordinance that would be considered by individual SCWMA member jurisdictions, and that there are a number of existing ordinances staff could use as a basis for a local ordinance. Staff is seeking direction from the Board regarding whether to proceed from ordinance research to model ordinance development. **Staff recommends the Board provide direction on whether staff should develop a model ordinance to reduce polystyrene waste.**



Minutes of the June 21, 2017 Meeting

The Sonoma County Waste Management Agency met on June 21, 2017, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California.

Board Members Present:

City of Cloverdale	Melanie Bagby	City of Santa Rosa	John Sawyer
City of Cotati	Susan Harvey	City of Sebastopol	Henry Mikus
City of Healdsburg	Absent	City of Sonoma	Madolyn Agrimonti
City of Petaluma	Absent	County of Sonoma	Susan Gorin
City of Rohnert Park	Pam Stafford	Town of Windsor	Deb Fudge

Staff Present:

Executive Director/Clerk	Patrick Carter	Staff	Felicia Smith
Counsel	Ethan Walsh		Kristin Thigpen
			Thora Collard

1. Call to Order Regular Meeting

Regular meeting was called to order at 8:35a.m.

2. Agenda Approval

Mr. Carter requested to pull item 8: Consideration of an Agreement with UCCE for Home Composting Education Services for a future meeting.

3. Public Comments (items not on the agenda)

Pete Pouwles, Republic Services, addressed items of concern from prior report. Mr. Pouwles discussed the food waste diversion program, the Materials Recovery Facility at the Central Disposal Site, and a mattress recycling pilot program at the Guerneville Transfer Station.

4. Consent (w/attachments)

4.1 Minutes of the May 17, 2017 Special Meeting

4.2 June and July 2017 Outreach Calendar

Public Comments:

None.

The motion for approval of items 4.1 and 4.2 on the consent calendar was made by Susan Harvey City of Cotati, and seconded by Madolyn Agrimonti, City of Sonoma.

Vote Count:

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

City of Petaluma	ABSENT	County of Sonoma	AYE
City of Rohnert Park	AYE	Town of Windsor	AYE

AYES -8- NOES -0- ABSENT -2- ABSTAIN -0-
Motion passed.

Regular Calendar

5. Public Hearing for the Consideration of Wood Waste and Yard Debris Disposal Fees Increases

Mr. Carter recommended raising rates by \$2.00/ton for both wood waste and yard waste, bringing the SCWMA's portion of the fees from \$58 to \$60/ton. Total costs for ratepayers will go from \$72.50 to \$74.50/ton with all other fees added on. The SCWMA has not raised rates in the past two years despite CPI increases. The 17-18 SCWMA Budget was already approved with this increase and the Agency will experience a \$164,000 deficit if not approved. Mr. Carter noted an 8/10th vote was required for the fee increase.

Board Discussion

Ms. Stafford asked why the rate increase was not presented prior to the budget being passed.

Mr. Carter responded there was a timing conflict.

Public Comments

None.

Pam Stafford, City of Rohnert Park motioned to approve Wood Waste and Yard Debris Disposal Fees Increases and Susan Gorin, County of Sonoma, seconded the motion.

Vote Count:

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

AYES -8- NOES -0- ABSENT -2- ABSTAIN -0-
Motion passed.

6. Consideration of an Agreement with Soluna Outreach Services for Spanish Language Outreach Services

Kristin Thigpen, SCWMA staff, recommended to the Board the awarding of the Spanish Language Outreach contract to Soluna Outreach Services. Ms. Thigpen discussed the need for Spanish outreach services and discussed the qualifications of the one vendor that submitted a proposal in the Request for Proposal process.

Board Discussion

Ms. Stafford inquired regarding the increased bid of \$5,000 over prior years.

Mr. Carter responded that prior funds may have been supplemented with Oil Grant funds as well as recognizing increased pay rate for new owner.

Ms. Agrimonti requested potential quarterly reporting to the board with status updates on the contractor.

Mr. Carter offered to schedule reports if desired by the Board and pointed to the outreach calendar (Agenda item 4.2) as areas that have been and will be covered by Soluna.

Ms. Agrimonti asked for potential participation/representation at Larson Park farmers market.

Ms. Gorin responded the market will start in the spring in Boyes Hot Springs every Sunday from 4-7. There is a large Latino population in attendance. Also recommended outreach to the day labor sites and local churches.

Ms. Stafford raised the question of hiring a dedicated staff member to do this function since the combined cost of both Soluna Contracts are \$100,000.

Mr. Carter responded that this has been considered as an option for the future, but not feasible in the short term. Mr. Carter highlighted the specific knowledge for this subject matter (oil waste and bilingual) would be a challenging recruitment.

Ms. Bagby commented that she would like to add a Cloverdale event to the outreach calendar, Latino Cultural Fair on Saturday, September 16, 2017.

Public Comments

None.

Ms. Gorin motioned to approve the Agreement with Soluna Outreach Services for Spanish Language Outreach Services and Ms. Harvey seconded the motion.

Vote Count:

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

AYES -8- NOES -0- ABSENT -2- ABSTAIN -0-

Motion passed.

7. Consideration of an Agreement with Soluna Outreach Services for Used Oil Program Management

Mr. Carter recommended to the Board the awarding of the Used Oil Program Management contract to Soluna Outreach Services. The project is funded through a State grant and entails auditing oil recycling centers and outreach for oil recycling. Although only one vendor responded to the Request for Proposal, the owner, Hugo Mata, is a former employee of our existing

contractor, C2, and has all the specific knowledge, experience and resources to continue services uninterrupted.

Board Discussion

Ms. Fudge shared the problems Windsor has experienced with the abuse of their free oil recycling drop off tank. They have mitigated the problem by limited hours of service and having staff work the site.

Public Comments

Connie Cloak from C2 expressed her gratitude for working with the SCWMA for 23 years and looks forward to continuing to work in a more limited capacity.

Ms. Gorin motioned to approve the Agreement with Soluna Outreach Services for Spanish Language Outreach Services and Ms. Harvey seconded the motion.

Vote Count:

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

AYES -8- NOES -0- ABSENT -2- ABSTAIN -0-

Motion passed.

- 8. Consideration of an Agreement with UCCE for Home Composting Education Services**
Postponed to future meeting

- 9. Boardmember Comments**
None

- 10. Staff Comments**
Mr. Carter introduced new staff members Thora Collard, Department Analyst and Molly Clarke, Recycling Outreach Intern for the summer.

Mr. Carter informed the Board there was a report from the Grand Jury regarding the closure of the compost facility. Mr. Carter will forward it to the Board Members.

- 11. Next SCWMA meeting:** August 16, 2017

- 12. Adjournment:**
The meeting adjourned at 9:27 a.m.

Submitted by: Patrick Carter



Agenda Item #: **4.2**
 Agenda Date: **8/16/2017**

ITEM: July, August, and September 2017 Outreach Calendar

July 2017 Outreach Events

Day	Time	Event
7	5 PM-8:30 PM	Downtown Wednesday Market – Santa Rosa
8	10 AM – 2 PM	Kids Day Fair – Cotati
10	2 PM – 3 PM	Recycling & Compost Training PEP Housing Senior Living – Petaluma
11	2 PM – 3 PM	Recycling & Compost Training PEP Housing Senior Living – Petaluma
11	4 PM – 8 PM	Community Toxics Collection – Cloverdale
13	11 AM – 12 PM	Recycling & Compost Training PEP Housing Senior Living – Santa Rosa
15	10:30 AM – 6:30 PM	La Guelaguetza Sonoma County – Luther Burbank Center for the Arts in Santa Rosa
14 – 16	9 AM – 5 PM	E-waste Collection Event at Lucchesi Park – Petaluma
14	2 PM – 3 PM	Recycling & Compost Training PEP Housing Senior Living – Petaluma
18	4 PM – 8 PM	Community Toxics Collection – Santa Rosa, East
25	4 PM – 8 PM	Community Toxics Collection – Sonoma
27	3 PM – 4 PM	Recycling & Compost Information at SSU’s Teaching for Sustainable Communities

August 2017 Outreach Events

Day	Time	Event
1	4 PM – 8 PM	Community Toxics Collection – Rohnert Park
4-13	11:00 AM – 10 PM	Sonoma County Fair – Santa Rosa
8	4 PM – 8 PM	Community Toxics Collection – Windsor
12	10 AM – 2 PM	Back to School Health Fair - Sonoma
15	4 PM – 8 PM	Community Toxics Collection – Sebastopol
16	2 PM – 2:30 PM	Recycling & Compost Training PEP House Training – Petaluma
16	3 PM-3:30 PM	Recycling & Compost Training PEP House Training – Petaluma
16	9 AM – 10 AM	Graton Labor Center - Graton
18-20	9 AM – 5 PM	E-Waste Collection Event at Rohnert Park Community Center – Rohnert Park
22	4 PM – 8 PM	Community Toxics Collection – Forestville
29	4 PM – 8 PM	Community Toxics Collection – Glen Ellen
29	1:30 PM- 2 PM	Recycling & Compost Training PEP House Training – Petaluma
29	3 PM- 3:30 PM	Recycling & Compost Training PEP House Training – Petaluma

September 2017 Outreach Events

Day	Time	Event
5	4 PM – 8 PM	Community Toxics Collection – Cotati
9	10 AM – 3 PM	Cloverdale Annual Car and Motorcycle Show - Cloverdale
9	11 AM – 3 PM	4th Annual Sonoma County Health and Safety Fair – Roseland Area
12	4 PM – 8 PM	Community Toxics Collection – Oakmont
12	10 AM – 2 PM	3rd Annual Sonoma Valley Back to School Health Fair - Sonoma
13	9 AM – 10 AM	Graton Labor Center - Graton
16	12 PM – 5 PM	Cloverdale Latino Independence Day & Bi-National Health Fair - Cloverdale
17	2 PM – 7 PM	Fiesta de Independencia (Mexican Independence Day Celebration) – Santa Rosa
17	1 PM – 7 PM	Fiesta de Independencia (Mexican Independence Day Celebration) – Sonoma
19	4 PM – 8 PM	Community Toxics Collection – Santa Rosa, W
18 - 20	9 AM – 5 PM	E-Waste Collection Event – Rohnert Park
26	4 PM – 8 PM	Community Toxics Collection – Healdsburg



Agenda Item #: **4.3**
Cost Center: **HHW**
Staff Contact: **Scott**
Agenda Date: **8/16/2017**
Approved By:

ITEM: Award Notification for CalRecycle HHW Small Projects Grant

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This transmittal is for informational purposes only. No action is requested of the Board.

II. BACKGROUND

More than four million disposable one-pound propane tanks are used every year in California. Many people leave them in garbage cans at sporting events or at camp grounds leaving the sites, garbage trucks, transfer stations, and their employees at risk of explosion and fire.

Refillable one-pound propane tanks are a new product that are designed to be refilled like a larger barbeque tanks but are the same size and dimensions as traditional one-pound propane tanks. Refillables last up to twelve years and will reduce metal waste; save labor and disposal costs at Household Hazardous Waste (HHW) facilities; reduce hazard risks; and save customers money.

In March of 2017, the SCWMA partnered with the California Product Stewardship Council (CPSC) to submit a grant application to CalRecycle for the implementation of a pilot project to promote the use of refillable one-pound propane tanks.

III. DISCUSSION

SCWMA received notice that CalRecycle awarded a \$75,000 grant for the project. Project details include recruiting more retail locations to sell, refill, and exchange refillable one-pound cylinders; installing receptacles at outdoor locations (including Sonoma County Regional Parks campgrounds) for the collection of disposable cylinders; provide temporary collection and/or incentive events for the public; and providing general HHW outreach and education, specifically relating to one-pound propane cylinders, to the public and to retailers.

The grant term is from July 1, 2017 to March 27, 2020. CPSC will be responsible for the majority of the education, retailer recruitment, temporary events, and reporting for the grant.

IV. FUNDING IMPACT

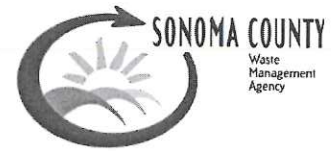
All activities will be covered under the \$75,000 grant. Collection and disposal of the single-use cylinders at the new outdoor receptacles will be covered during the grant period, but will become the responsibility of the site owner or the HHW program after the grant term.

V. ATTACHMENTS

None

June 14, 2017

Senator Dr. Ed Hernandez, Chair
Senate Health Committee
State Capitol, Room 2191
Sacramento, CA 95814
Fax: 916-266-9438



RE: AB 954 (Chiu) Promotion of Voluntary Standards for Food Date Labels – Support

Dear Senator Hernandez,

The Sonoma County Waste Management Agency would like to express our support for AB 954 by Assembly Member David Chiu, a measure that will promote statewide voluntary standards for food date labels that are accurate and relate to freshness and safety.

The Sonoma County Waste Management Agency (Agency) is a joint powers authority of the nine incorporated cities and the County of Sonoma whose mission is to promote waste diversion required by State law AB 939. The Agency's programs include household hazardous waste, composting, wood waste recycling, planning, and solid waste education. From our experience administering programs related to composting and solid waste education we are very aware of the consequences of wasted food and the assistance this bill would provide in reducing food waste.

Approximately forty percent of food produced in this country never gets eaten. Food is the single most prevalent item in California's waste stream, with over 5.5 million tons of food landfilled every year in the state. Wasted food costs consumers and industry \$162 billion each year nationally, squanders important natural resources that are used to grow, process, distribute, and store America's food supply; and represents a missed opportunity to feed the millions of food insecure households. Misinterpretation of the date labels on food is a key factor leading to this waste.

Date labels on food come in a variety of forms including "use by", "best before", "sell by", and "enjoy by" dates, yet these simple markers are poorly understood. AB 954 will promote statewide voluntary standardized phrases for the language of date labels on food that have been adopted by two major food industry retail and manufacturer associations. These voluntary standards narrow the number of phrases used down to just two; one standard label for communicating product quality, and one for indicating if a product carries increased risk after that date.

Promoting these voluntary standard phrases with definition is the foundation for educating consumers on the meaning of labels, leading to less wasted food and resources. Reducing California's food waste will help to feed the 6 million Californians, including 1 in 4 children, who suffer from food insecurity, as well as reduce the amount of uneaten food being dumped in landfills.

For these reasons, we urge your support on this important legislation.

Sincerely,

A handwritten signature in blue ink that reads "Patrick Carter". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Patrick Carter
Executive Director, Sonoma County Waste Management Agency

cc: Members, Senate Health Committee
Assembly Member David Chiu

June 14, 2017



Senator Dr. Ed Hernandez, Chair
Senate Health Committee
State Capitol, Room 2191
Sacramento, CA 95814
Fax: (916) 266-9438

RE: AB 1219 (Eggman) California Good Samaritan Food Donation Act – Support

Dear Senator Hernandez,

The Sonoma County Waste Management Agency would like to express our support for AB 1219, by Assemblymember Susan Talamantes Eggman, a measure that will clarify and expand on existing protections for good faith food donors in order to encourage increased food donations.

The Sonoma County Waste Management Agency (Agency) is a joint powers authority of the nine incorporated cities and the County of Sonoma whose mission is to promote waste diversion required by State law AB 939. The Agency's programs include household hazardous waste, composting, wood waste recycling, planning, and solid waste education. From our experience administering programs related to composting and solid waste education we are very aware of the consequences of wasted food. This bill will enable more edible food to be diverted from the waste stream and into the hands of Sonoma County citizens.

Food is the single most prevalent material in California's waste stream, with over 5.5 million tons of food landfilled every year. Landfilling uneaten food and other organic waste releases more than 8.3 million tons of greenhouse gases each year in California, contributing 20 percent of the state's methane emissions. Much of the food currently going to landfills is wholesome and edible. When edible food is buried in a landfill we not only squander the resources it took to grow, process, and transport that food, we also miss an opportunity to utilize that food to its full potential and feed individuals. This is especially crucial since the state faces a hunger crisis that affects one in eight Californians, including one in four children.

Many food manufacturers, retailers, and restaurants cite fear of liability as a top barrier to donating food. AB 1219 provides clarification and expands on the scope of current food donor protection laws, which will assist the state in meeting organic waste diversion and food recovery goals, such as those set by SB 1383, and also encourage more donations to organizations who seek to redistribute food to individuals in need.

For these reasons, we urge your support on this important legislation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Carter".

Patrick Carter
Executive Director, Sonoma County Waste Management Agency

cc: Members, Senate Health Committee
Assembly Member Susan Talamantes Eggman



Agenda Item #: **5**
Cost Center: **HHW**
Staff Contact: **Scott**
Agenda Date: **8/16/2017**
Approved By:

ITEM: Consideration of an MOU with the Town of Windsor for Oil Collection Reimbursement

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board execute the Memorandum of Understanding (MOU) with the Town of Windsor (Town) for Oil Collection Reimbursement from the execution date through June 30, 2022, dependent upon Used Oil Payment Program funding from CalRecycle.

II. BACKGROUND

The SCWMA receives annual Used Oil Payment Program (OPP) funds from CalRecycle to operate a regional used oil and used oil filter collection and recycling program. Among other things, the SCWMA uses this funding to advertise over sixty (60) used oil and filter collection locations across the county. OPP funds also pay for the pick-up, transportation, and recycling of used oil and used oil filters at the Household Toxics Facility, three (3) transfer station locations, and two (2) collection locations operated by our partnering jurisdictions.

The Town of Windsor is one of those partnering jurisdictions that operates a used oil and used oil filter collection location for public use. The collection center, located at the Town's Corporation Yard on 8400 Windsor Road, is open to the public between the hours of 7 am and 5:30 pm, Monday through Thursday for used oil and used filter drop off.

III. DISCUSSION

The MOU is designed to formalize the practice of using OPP funds to reimburse the Town for their used oil and used oil filter collection activities. As described in the OPP7 cycle guidelines, activities currently include, but are not limited to, oil contamination tests; the pick-up, transportation, and recycling of used motor oil and used oil filters; and supplies and equipment directly related to program activities, with approval.

The MOU also designates that the SCWMA that will submit OPP applications to CalRecycle on behalf of the Town and the Town has accepted operational and maintenance responsibilities.

IV. FUNDING IMPACT

Applicable reimbursements from the MOU with the Town of Windsor will be paid with OPP grant funds. SCWMA was awarded \$149,953.00 through OPP7 which will cover costs for FY 17/18. It is

expected that the SCWMA will continue to receive OPP funds annually, though funds may be reduced as early as FY 2020-21.

In recent years, the Town requested OPP reimbursements in the amounts of \$1,945.36 for FY 14/15, \$1,718.34 for FY 15/16, and \$1,387.54 for FY 16/17.

The Town will only be reimbursed for expenses allowed by the current OPP cycle guidelines.

V. ATTACHMENTS

MOU between the Sonoma County Waste Management Agency and the Town of Windsor
Resolution of the Sonoma County Waste Management Agency Authorizing an MOU with the Town of Windsor for Oil Collection Reimbursement
OPP7 Application Certification

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SONOMA COUNTY WASTE MANAGEMENT
AGENCY AND THE TOWN OF WINDSOR ("TOWN")

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, _____ (the "Effective Date"), by and between the Sonoma County Waste Management Agency ("SCWMA") and the Town of Windsor ("Town"). SCWMA and Town are sometimes collectively referred to herein as the "parties" and singularly, as a "party."

R E C I T A L S

WHEREAS, the SCWMA receives annual Used Oil Payment Program ("Program") funds from the California Department of Resources Recycling and Recovery ("CalRecycle"); and

WHEREAS, the Town is a beneficiary of the Program funds for specific used oil activities; and

WHEREAS, the SCWMA Board of Directors has authorized the SCWMA to submit applications and manage Program funds for implementation of a regional used oil collection program in Sonoma County ("Regional Program"); and

WHEREAS, the member agencies of the SCWMA, including the Town, submit annual letters of designation allowing the SCWMA to submit grant applications to CalRecycle on their behalf; and

WHEREAS, the Town maintains a used oil and oil filter collection center at its corporation yard (the "Center"); and

WHEREAS, the SCWMA has traditionally received funds from CalRecycle that were allocated to the Town through the Program, and passed those funds through to the Town for operation of its Center; and

WHEREAS, the parties desire to enter into this MOU to memorialize this existing practice and to set forth the terms and conditions of the use by the Town of the CalRecycle grant funds.

NOW THEREFORE, in consideration for the promises, covenants and agreements of both parties as set forth below, the parties agree as follows:

A G R E E M E N T

1. Program Purpose and Responsibilities. The Town has rights, annually, to the portion of the Program funds that is designated by CalRecycle as the Town's allocation (the "Town's Allocation"). Pursuant to annual letters of designation from the Town, SCWMA staff

shall submit Program grant applications to CalRecycle on behalf of the Town. During the term of this MOU, the Town shall provide such annual letters of designation in a timely manner in accordance with the requirements of the Program.

The Town shall maintain an attended public Center, during normal business hours, at its corporation yard located at 8400 Windsor Road in Windsor (the "Site"), established as Monday through Thursday, 7:00 a.m. to 5:30 p.m. The Center consists of a used oil tank and a used filter receptacle. The SCWMA will reimburse Town, from the Town's Allocation, for the Town's collection costs for the used oil and used filters collected from the public at the Site. The Town agrees that the funds received as the Town's Allocation shall be used solely for such collection costs in accordance with the terms and conditions of the Program and the Grant Agreement entered into by and between SCWMA and CalRecycle ("Grant Agreement"), which is incorporated herein by this reference as if fully set forth herein.

The Center's equipment and supplies have been purchased by the SCWMA using the Town's Allocation. Used oil and filters are and shall be collected through agreements between the Town and contractors hired by the Town. The Town shall be responsible for maintaining the Site. Arranging pick-ups of the used oil and filters shall be the responsibility of the Town's employees at the Site.

Any requested reimbursement of costs associated with the maintenance or replacement of equipment and supplies for the Center must be pre-approved by the CalRecycle Used Oil Grant Manager. All required signage at the Center will be provided by the Town.

2. Payment Terms. The Town shall be reimbursed for allowable expenses as defined in the current CalRecycle Program grant guidelines and terms and conditions, as they may be amended from time to time. Additional payment terms are detailed in Exhibit A to this MOU.

3. Term. The Term of this MOU shall commence on the Effective Date and shall terminate on June 30, 2022, unless terminated sooner following at least 30 days' written notice by either party. The parties may extend the Term by mutual written agreement. In the event that the SCWMA no longer receives grant funds through the CalRecycle Program, this MOU shall terminate, following 30 days' written notice of such termination from the SCWMA to the Town and final used oil and filter pickup and reimbursement thereof.

4. Indemnification. SCWMA shall indemnify, defend and hold harmless the Town, the Windsor Water District, and their respective officials, officers, agents, employees and contractors, from and against all loss, damage to property, damages for bodily and personal injury, including death, or liability, including without limitation claims for tortious acts or omissions of the SCWMA, its agents and employees arising out of or in connection with the performance of the SCWMA operations or services hereunder, except for liability arising from the gross negligence or willful misconduct of the Town.

The Town shall indemnify, defend and hold harmless the SCWMA, its officers, agents and employees from and against loss, damage to property, damages to bodily and

personal injury, including death, or liability, including without limitation claims for tortious acts or omissions of the Town, its agents and employees arising out of or in connection with the performance of the Town operations or services hereunder, except for liability arising from the gross negligence or willful misconduct of the SCWMA. These indemnification obligations shall survive the expiration or earlier termination of this MOU.

5. Compliance with Law. The Town hereby warrants to the SCWMA, and the SCWMA hereby warrants to the Town, that each party will comply with the requirements of applicable federal, state, and local laws, rules, and regulations in the performance of its duties hereunder. The Town further represents and warrants that it has read and is familiar with the terms and conditions of the Grant Agreement entered into by and between CalRecycle and SCWMA for the Program and will comply with all current requirements of the Grant Agreement and of CalRecycle in administering the Grant Agreement. In the event that CalRecycle and SCWMA enter into a new Grant Agreement or amend the existing Grant Agreement during the terms of this MOU, SCWMA shall provide a copy of each such amendment or new Grant Agreement to Town, and, unless the Town serves a notice of termination in accordance with Sections 3 and 7 hereof, the Town represents and warrants that it shall read, become familiar with and comply with any changes to the terms as set forth in such amendment or new Grant Agreement.

6. Miscellaneous Provisions.

6.1 No Continuing Waiver. The waiver by either party of any breach of any of the provisions of this MOU shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this MOU.

6.2 Time of Essence. Time is and shall be of the essence of this MOU and of each and every provision contained in this MOU.

6.3 Entire Agreement; Amendments. This MOU, together with any exhibits, contains the entire agreement of the parties and supersedes all prior agreements and understandings, whether oral or written, pertaining to the subject matter hereof. This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

6.4 Construction of MOU. To the extent allowed by law, the provisions in this MOU shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. The Town and the SCWMA agree that in the event any provision in this MOU is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this MOU.

6.5 Captions. The captions in this MOU are for convenience only and are not a part of this MOU. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any party hereof.

7. Notices. All notices provided for under this MOU shall be in writing and delivered in person, by electronic mail attachment, or by deposit in the United States mail,

postage prepaid and addressed as follows:

To the SCWMA: Sonoma County Waste Management Agency
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Attention: Courtney Scott
courtney.scott@sonoma-county.org

To the Town: Town of Windsor
9291 Old Redwood Highway
P.O. Box 100
Windsor, CA 95492-0100
Attention: Public Works Director/Town Engineer
Fax Number: (707) 838-3137

Such written notices may be sent to the parties at such other addresses as a party may from time to time designate in writing as provided for in this Section. Notice shall be effective on the date of personal delivery or electronic mail or, in the case of mailing, on the date of delivery or attempted delivery.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year first written above.

SCWMA: SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: _____
John Sawyer, Chair

TOWN:TOWN OF WINDSOR

By: _____
Linda Kelly, Town Manager

EXHIBIT A

PAYMENT TERMS

1. Payment requests must include copies of documents supporting the claimed expenses (bids, receipts, canceled checks, sole source justifications, etc.). Supporting documents must contain sufficient information to establish that purchases made or costs incurred are eligible for payment based on CalRecycle current grant guidelines and terms and conditions. At a minimum, the documentation should include the name, amount, description, and date of the expense.
2. Payment requests are to be mailed to:

Courtney Scott
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403
3. The SCWMA staff will review and approve all payment requests for completeness before including them in the SCWMA's payment request to CalRecycle.
4. The Town hereby understands and acknowledges that the funds for this MOU are to come from CalRecycle pursuant to the current Grant Agreement. Therefore, the Town hereby releases the SCWMA from any claims for reimbursement that are not funded by CalRecycle. Notwithstanding such release, the SCWMA promises to take all reasonable measures to secure reimbursement to the Town of all allowable funds from CalRecycle. The Town will be reimbursed after the SCWMA has received reimbursement from CalRecycle for the subject expenditure(s). In the event that CalRecycle fails to approve any expenditure, the SCWMA shall not be liable to the Town for such unallowable expense.
5. The Town may submit payment requests to the SCWMA at any time. Payment requests shall be processed and submitted by the SCWMA to CalRecycle. The Town may claim reimbursement for any expenses covered by this MOU that are incurred starting July 1, 2009 and ending June 30, 2022. The Town must provide an estimate of expenditures to the SCWMA annually by July 15 and an invoice by August 15 for all expenditures for the previous fiscal year.

2813556.1

RESOLUTION NO.: 2017-

DATED: August 16, 2017

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("SCWMA")
AUTHORIZING AN MOU WITH THE TOWN OF WINDSOR FOR OIL COLLECTION REIMBURSEMENT

WHEREAS, the SCWMA receives annual Used Oil Payment Program (Program) funds from the California Department of Resources Recycling and Recovery (CalRecycle); and

WHEREAS, the Town is a beneficiary of the Program funds for specific used oil activities; and

WHEREAS, the SCWMA Board of Directors has authorized the SCWMA to submit applications and manage Program funds for implementation of a regional used oil collection program in Sonoma County (Regional Program); and

WHEREAS, the member agencies of the SCWMA, including the Town, submit annual letters of designation allowing the SCWMA to submit grant applications to CalRecycle on their behalf; and

WHEREAS, the Town maintains a used oil and used oil filter collection center at its corporation yard (Center); and

WHEREAS, the SCWMA has traditionally received funds from CalRecycle that were allocated to the Town through the Program, and passed those funds through to the Town for operation of its Center; and

WHEREAS, the parties desire to enter into this MOU to memorialize this existing practice and to set forth the terms and conditions of the use by the Town of the CalRecycle grant funds.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency hereby authorizes the SCWMA Chairman of the Board to execute an MOU through June 30, 2022 with the Town of Windsor.

MEMBERS:

<hr/> -- Cloverdale	<hr/> -- Cotati	<hr/> -- County	<hr/> -- Healdsburg	<hr/> -- Petaluma
<hr/> -- Rohnert Park	<hr/> -- Santa Rosa	<hr/> -- Sebastopol	<hr/> -- Sonoma	<hr/> -- Windsor

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

SO ORDERED

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

ATTEST:

DATE:

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



Used Oil Payment Program Application Certification

Sonoma County Waste Management Agency

Fiscal Year: 2016-17

Cycle: OPP7

Program Requirements Summary

1) Public Resources Code 48691(a)(1)(2)

Provides a combination of used oil curbside collection and Ensuring Certified Used Oil collection center are available.

2) Public Resources Code 48691(b)

Our program has a public education component that informs the public of locally available used oil recycling opportunities.

3) Are you currently participating in mediation mandated by AB506, have attempted to initiate such mediation or have you declared a fiscal emergency within the last 12 months?

No

Acceptance of Used Oil Payment Program Provisions

Applicant acknowledges that submittal of this application constitutes acceptance of all provisions as contained in the Used Oil Payment Program Guidelines. The Guidelines document is available at:

<http://www.calrecycle.ca.gov/UsedOil/LGPayments/>

Payment Information

Payment Option: April Payment Requested: Standard payment request

Payment Address: Sonoma County Waste Management Agency , 2300 County Center Dr, Ste B100, Santa Rosa , CA 95403

Contact Type	Name	Title
Consultant	Connie Cloak	Owner
Primary	Lisa Steinman	Program Manager
Signatory Authority	Patrick Carter	Executive Director

Document Type	Date*	Title
Resolution	6/21/2016	OPP Regional Applications
Application Certification		Pending Upload
Letter of Designation (LOD)		Pending Upload

* Document Due Date: 07/28/2016

Participant Jurisdiction	Document Type	Date
City of Cloverdale	Letter of Authorization/Resolution	06/22/2016
City of Cotati	Letter of Authorization/Resolution	06/22/2016
City of Healdsburg	Letter of Authorization/Resolution	06/22/2016
City of Petaluma	Letter of Authorization/Resolution	06/22/2016
City of Rohnert Park	Letter of Authorization/Resolution	06/21/2016
City of Santa Rosa		
City of Sebastopol	Letter of Authorization/Resolution	06/21/2016
City of Sonoma	Letter of Authorization/Resolution	06/22/2016
Sonoma County	Letter of Authorization/Resolution	06/22/2016
Town of Windsor	Letter of Authorization/Resolution	06/22/2016

Penalty of Perjury Statement:

Sonoma County Waste Management Agency

Printed: 6/22/2016

"I certify under penalty of perjury, under the laws of the State of California that I am authorized to sign this application on behalf of Applicant, that I have read the Used Oil Payment Guidelines and that to the best of my knowledge and belief that information provided in this Application is true and correct."

X <u>Patrick Carter</u>	<u>6-22-2016</u>
Signature of Signature Authority (as authorized in Resolution) or Authorized Designee (as authorized in Letter of Designation)	Date
<u>Patrick Carter</u>	<u>Executive Director</u>
Print Name	Print Title

IMPORTANT! Applicant must print out this page, obtain Signature of Signature Authority, upload signed document to the LoGOPP system, and retain the original document in Applicant's cycle file.



Agenda Item #: 6
Cost Center: Wood/Yard
Staff Contact: Carter
Agenda Date: 8/16/2017
Approved By:

ITEM: Consideration of an Agreement with UCCE for Home Composting Education Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of the agreement with University of California Cooperative Extension (UCCE) for Home Composting Education Services with a term of July 1, 2017 through June 30, 2020.

II. BACKGROUND

The SCWMA has had a series of agreements with the UCCE to provide home composting education services on the SCWMA's behalf since 2007. Services provided include providing education materials and having volunteers available to answer home composting questions at farmer's markets, fairs, libraries, and school events. The previous agreement with UCCE expired June 30, 2017.

Staff issued a Request for Proposals on April 14, 2017, and two proposals (Daily Acts and UCCE) were received by the May 15, 2017 deadline.

III. DISCUSSION

SCWMA staff evaluated both proposals received. Daily Acts proposed leveraging existing mailing lists and Facebook and developing new resources to promote home composting at 14 farmer's market events and hosting/recording two hands-on worm bin workshops. UCCE proposed using volunteer resources to promote home composting at a minimum of 25 major public events per year, 10 school presentations per year, 200 Farmer's Markets and Library Series days, and using paid staff to hold five English and two Spanish hands-on composting workshops. SCWMA evaluation staff was unanimous in recommending the UCCE proposal, as staff felt that while it was a higher dollar amount (\$17,379.78 for UCCE vs. \$16,475 for Daily Acts), the UCCE was leveraging their existing events and volunteers in such a way that this proposal provided a greater value to the SCWMA in terms of residents reached and resources delivered.

Staff believes there may be a greater level of effort required by SCWMA staff for the UCCE proposal than Daily Acts, as Spanish language translation is not included in the UCCE proposal, but even with that, staff believes the UCCE proposal provides the greater value. Staff further believes that even with additional resources required for this program, the cost will be less than the \$28,000 budgeted in the FY 2017-18 SCWMA Budget for this program.

IV. FUNDING IMPACT

Staff allocated \$28,000 for home composting educational services in the FY 17-18 Budget. The budget request from UCCE, the recommended contractor, was \$17,379.78.

V. ATTACHMENTS

Agreement for Home Composting
Scope of Work
Resolution

AGREEMENT FOR HOME COMPOSTING EDUCATION SERVICES

This agreement ("Agreement"), dated as of _____, 2017 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "SCWMA"), and The Regents of the University of California on behalf of UCCE Sonoma and the UC Master Gardener Program of Sonoma County, a non-profit academic organization (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Home Composting Education Services and related services; and

WHEREAS, in the judgment of the Board of Directors of SCWMA, it is necessary and desirable to employ the services of Contractor to perform educational services.

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

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose of establishing a contract for Home Composting Education Services. Contractor shall perform services as defined in Exhibit "A", Proposed Scope of Services.

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

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

1.4 Assigned Personnel.

- a. Contractor shall assign only qualified personnel previously identified in Contractor's proposal to perform work hereunder. Contractor shall seek prior approval from SCWMA before adding or removing any key personnel as defined below.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCWMA to be key personnel whose services are a material inducement to SCWMA to enter into this Agreement, and without whose services SCWMA would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCWMA.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. Contractor shall be paid an amount not to exceed seventeen thousand, three hundred, seventy nine dollars and seventy eight cents, (\$17,379.78), per year for services rendered, in accordance with Section 1.1 above and Exhibit A. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

Monthly progress reports shall be submitted by Contractor and shall identify the basis for determination of the percentage of completion, the number of hours for the month, by job classification, spent on work completed, the percent of work completed during the month, and total percent of work completed.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2017 to June 30, 2020, with up to two annual extensions upon mutual agreement, which extensions may be authorized on behalf of the SCWMA by the SCWMA Executive Director, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Either party may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect SCWMA's obligation to pay for all fees earned and reasonable costs necessarily incurred by Contractor, subject to any applicable setoffs. In the event of such termination, Contractor shall make every reasonable effort to secure cancellation of existing commitments. SCWMA will be responsible for payment to Contractor for Services provided and costs incurred, including any uncancellable obligations up to the date of termination notice.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SCWMA may immediately terminate this Agreement by giving Contractor written notice of termination, stating the reason for termination. SCWMA will responsible for payment to Contractor for Services provided and cost incurred, including any uncancellable obligations up to the date of termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 30 days following the date of termination, shall deliver to SCWMA copies of all materials and work product subject to Section 9.9 and shall submit to SCWMA payment up to the date of termination.

5. Indemnification. Contractor agrees to defend, indemnify and hold SCWMA, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor.

SCWMA agrees to defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCWMA.

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

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

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

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

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

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

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

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

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

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

6.6 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, SCWMA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

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

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

9. Representations of Contractor.

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

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

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, and shall make such

documents and records available to SCWMA for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Contractor represents that the Key Personnel identified for this project 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.

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 Ownership And Disclosure Of Work Product. Contractor owns all right, title and interest including copyright in any and all Work Product developed from and arising out of the performance of the Project under this Agreement. Work Product includes: reports, original drawings, graphics, plans, studies and other data or documents. Contractor grants to SCWMA, for SCWMA purposes only, a royalty-free, no-cost, non-exclusive, irrevocable, nontransferable, worldwide, perpetual non-commercial license to produce, translate, publish and use all Copyrightable Works, first produced in the performance of this Agreement. All data produced by Contractor under this Agreement shall be the property of UCCE Sonoma.

10. SCWMA has relied upon the professional liability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable, federal, state, and local laws, it is understood that acceptance of Contractor's work by SCWMA shall not operate as a waiver of release. Nothing in this Article 10 limits SCWMA's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign,

Request for Proposals for Home Composting Education Services for the Sonoma County Waste Management Agency

delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

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

SCWMA: Sonoma County Waste Management Agency
Attention: Patrick Carter
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Phone: (707) 565-3687
FAX: (707) 565-3701

CONTRACTOR: The Regents of the University of California, ANR
Attention: Kimberly Lamar
2801 Second Street
Davis, CA 95618-7774
Phone: (530) 750-1305
Email: kdlamar@ucanr.edu; ocg@ucanr.edu

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

13.9 No Warranty. Contractor agrees to employ reasonable efforts to fulfill the objectives of the Project described in Exhibit A and to report its findings. Contractor makes no representations and extends no warranties of any kind, either express or implied, of the effectiveness, merchantability or fitness for a particular purpose of the technologies that are the subject matter of this Agreement or the results or by-products of the Project.

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

SCWMA: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, SCWMA

APPROVED AS TO FORM FOR SCWMA:

By: _____
SCWMA Counsel

Exhibit A

UCCE Sonoma Home Compost Education Services Scope of Services For July 1, 2017- June 30, 2020



Composting workshop at Bayer Farm in Santa Rosa, June 2016

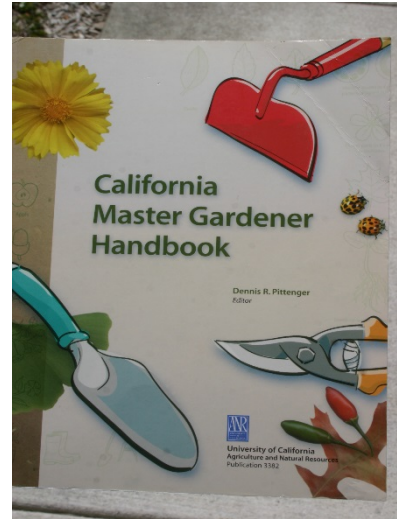
Prepared by Mimi Enright, Program Manager
UC Cooperative Extension Sonoma County
133 Aviation Blvd., Ste. 109
Santa Rosa, CA 95403

UCCE Sonoma Home Compost Education Services Proposal

July 1, 2017-June 30, 2020

1 Overview

University of California Cooperative Extension (UCCE) Sonoma and the University of California Master Gardener Program of Sonoma County (UCMGSC), agents of the University of California Regents, appreciate the opportunity to respond to the Sonoma County Waste Management Agency (SCWMA) Request for Proposals for performance of home composting education services for Sonoma County residents. We are committed to the same goals as SCWMA to educate Sonoma County residents on the importance of landfill diversion through proper composting/vermicomposting actions and to assist with resources necessary for how to build and maintain home composting systems properly.



This proposed plan provides for composting education in each major city of Sonoma County with targeted education at major events and fairs as well as farmers' markets and libraries. UCMGSC will commit staff to plan events, including development of specific educational materials, reserve venues as needed, survey clientele to assess the impact of educational outreach and report on all aspects of the program to SCWMA. The UCMGSC program has existing composting brochures in English and Spanish, and vermicomposting brochures in English, to share with the public in educational outreach. In each year of the contract period UCMGSC proposes to inform Sonoma County residents of the benefits, materials, and effort involved in composting and vermicomposting at home via the following methods:

- Hold five hands-on composting workshops in English in each of the five geographic regions of the county (north, south, west, east, and central) and two Spanish language hands-on composting workshops (with the assistance of a C2 Alternative Services Spanish speaking translator) in Santa Rosa and the Boyes Hot Springs area.
- Provide home composting information via direct contact with 5,000 county residents at selected major public events, including, but not limited to, the Sonoma County Fair, for a minimum of 25 event days per fiscal year.
- Create an educational demonstration garden including a compost bin at the Sonoma County Fair.
- Provide home composting and vermicomposting information and brochures via direct contact with county residents at farmers' markets and UCMGSC Library Series presentations at Sonoma County Libraries for a minimum of 200 Farmers' Market and Library Series days.
- Conduct 10 school classroom presentations per fiscal year, providing each class with worm composting materials for students and teachers to practice school waste diversion and to effect behavioral change in students.
- Provide a resource desk and phone line to answer composting questions at the UCCE Sonoma office.

- Determine the effectiveness of UCMGSC outreach efforts (landfill tonnage reduction) through surveys sent each fiscal year to at least two hundred people who have received educational information.

2 Experience

UCMGSC was established in 1981 by Paul Vossen, UCCE Farm Advisor, and has been extending sustainable landscaping educational outreach to the residents of Sonoma County since then. Master Gardeners are trained and certified University of California volunteers whose mission is to provide unbiased, high quality, science-based information to non-commercial home gardeners in Sonoma County. Master Gardeners are given an extensive training program in plant science covering such topics as soil and plant nutrition, irrigation, weed-insect-disease control, vegetables, fruit trees and berries, landscape trees-shrubs-lawns-flowers, home composting, and pesticide use alternatives. Historically much of the UCMGSC outreach has been achieved at library workshops, information tables at farmers' markets and fairs & events, an educational demonstration garden at the Sonoma County Fair, and the UCMGSC Information Desk at the UCCE office. UCMGSC also has partnerships with a number of non-profits in Sonoma County such as the Sonoma Ecology Center, Forget Me Not Farm, Quarryhill Botanical Garden, Sonoma County Jail Industries and others.



Since 1993, UCMGSC has provided composting and vermicomposting education for Sonoma County residents with funding from SCWMA. In the last twenty years, the program has made over 750,000 contacts with composting brochures, bin distribution programs, educational booths at large public events, library talks, farmers' market information tables, workshops, and by providing a resource desk for call-in/drop-in questions in Santa Rosa. Each year large numbers of people have been reached by concentrating efforts at educational booths at well-attended public events.

Composting & vermicomposting specific workshops have been offered via the UCMGSC library workshop series. The use of compost is an integral part of many of the UCMGSC food gardening and integrated pest management workshops as well as a foundational element of many UCMGSC presentations on other topics. In fiscal year 2015-16, UCMGSC reached a total of 14,623 people at over 300 events, community gatherings, workshops, farmers' markets, library series talks, Garden Sense visits and the resource desk. Many thousands more were reached via the UCMGSC website and Facebook page which provide educational information on home composting and as well as many other topics. Five hundred ninety-one (591) school children were also reached in fiscal year 2015-16 via school vermicomposting presentations.

Since 1994 surveys have been conducted to document home composting & vermicomposting by trained workshop and educational event participants. In 2016, the survey showed that 54% of respondents had started or increased composting and that they were composting an average of 5.6 gallons of kitchen scraps and 22 gallons of yard waste per month. The survey results indicate that the

UCMGSC educational efforts are very effective and have led to a significant reduction in landfill inputs. Based on the survey, an estimated 5,916 tons of organic materials (kitchen scraps and yard waste) were diverted from the landfill as a result of UCMGSC educational outreach in fiscal year 2015-16.

The Program is operated primarily by volunteers with oversight by a Program Manager. There are four unique aspects to this project:

1. Master Gardener (MG) volunteers are under the direction of the University of California Cooperative Extension and connected to UC-based research expertise.
2. Non-biased documentation of the results of educational efforts is conducted periodically in order to re-evaluate and update methodologies of the program. Landfill diversion estimates are based on statistically valid indicators of behavioral change collected from survey data.
3. Master Gardeners have a broad-based network of community projects and a reputation for providing practical, science-based information.
4. The volunteer nature of the program provides multiple in-person contacts for homeowners at a substantially lower cost than private contracting.

UCMGSC already has educational brochures about home composting and vermicomposting developed in partnership with SCWMA, except for the *Composting Matters Activity Book* which is used in school vermicomposting outreach. These materials will be used in UCMGSC educational outreach efforts:

- *More Hints for Composting*
- *Composting Matters Activity Book*
- *Recycling Tips For Gardeners*
- *Abono Natural (Home Composting in Spanish)*
- *Worm Composting*
- *Putting Worms To Work And Keeping Them Happy*



3 Schedule

The UCMGSC proposed outreach will happen throughout the year, with a heavy concentration of outreach efforts in the spring, summer and fall timeframe. Major events and fairs happen throughout the year. Farmer's markets occur in the summer through fall of each year; the UCMGSC Library workshop series runs in spring & fall of each year. UCMGSC hosted a series of hands-on composting workshops in 2016 which would be replicated if awarded this contract in the summer & fall of each year of the contract period. One of the most significant outreach efforts UCMGSC has each year is the demonstration garden developed at the Sonoma County Fair. The garden is strategically located directly outside the main entrance to the Hall of Flowers. Each year the demonstration garden is based on sustainable landscape principles and always incorporates a compost or vermicompost bin. UCMGSC reaches thousands of Sonoma County residents each year at the Sonoma County Fair. Since the UCMGSC educational outreach program is already underway, and UCMGSC would replicate the 2016 hands-on compost workshop series, UCMGSC would be able to be up and running with the outreach program outlined as soon as an agreement is executed between UCMGSC & SCWMA.

4 Participation

The most effective ways for reaching people with information about UCMGSC events are via the UCMGSC web site, print media and other organization's web sites or newsletters. UCMGSC will advertise library presentations and composting workshops in English by issuing press releases to the local print media and social media posts on the UCMGSC Facebook page. UCMGSC will promote all upcoming events at farmers' markets, library workshops, other event information tables, at the UCMGSC Information Desk at the UCCE office, and via the UCMGSC website and Facebook page. In fiscal year 2015-16, 114,623 people were reached directly and over 275,000 via the UCMGSC website (with 454,926 page views); this demonstrates the broad reach of UCMGSC in program outreach. Effective promotion is also achieved with partner organizations, such as Bayer Farm, Petaluma Seed Bank, Permaculture Skills Center and Daily Acts, to help promote UCMGSC workshops.



UCMGSC will develop a two-sided post card (see example from the 2016 workshop series in Attachment A) in English for the 7 hands-on workshops; a Spanish language version of the postcard will be developed which will include all 7 workshops as well. UCMGSC would like to continue to use the worm graphic that was developed for the program in partnership with SCWMA for the 2016 workshop series. This worm graphic holding a pitchfork and basket of vegetables would be consistent across all advertisements including postcards and promotional efforts on the UCMGSC web site and Facebook page.

Although participation goals are not set for library presentations or information tables at farmers' markets, a participation goal will be set at the summer/fall hands-on compost workshop series of 40 participants per event. In 2016, more than 50 people signed up for each compost education workshop. Reminder e-mails will be sent the week before the event. In conjunction with SCWMA, UCMGSC would consider charging a nominal fee for the workshop in order to diminish the number of no shows the day of the event. The fees generated could be used to offer a coupon to one attendee at each event towards the purchase of composting or vermicomposting materials from local companies.

Information table participation will be planned in advance of upcoming hands-on compost workshops in the city where the event is taking place. For example, if a compost workshop is scheduled at the Petaluma Seed Bank in September, a UCMGSC composting representative will be available at the Petaluma farmer's market 2 or 3 weeks in advance of the workshop to help drive participation and attendance at the workshop.

The UCMGSC website (<http://www.ucanr.edu/sonomamg>) had 275,433 sessions during fiscal 2015-16; it offers many resources for the home gardener, including a variety of composting publications that can be accessed at <http://ucanr.edu/sonomamg>. The UCMGSC Facebook Page (<https://www.facebook.com/SonomaCountyMasterGardeners/>) was created in late 2011. Through regular posting, UCMGSC has created a dedicated following on Facebook of over 3000 followers. Many posts actively promote composting. UCMGSC will leverage both the web site and Facebook page to drive participation at events. UCMGSC launched a Spanish language resources page in 2016 on the UCMGSC web site; currently the "Espanol" page has information primarily about food

gardening. UCMGSC will add a link to the UCMGSC Spanish language composting brochures on the UCMGSC web site Espanol page.

5 Taking Action

In a survey of hands-on compost workshop participants at the 2016 compost workshop series, 40% indicated that they would like to receive more information about composting via the UCMGSC web site. Nineteen percent indicated they would like to get more information at another workshop, and 19% of attendees at the 2016 compost workshop series indicated that they would like to receive more information about composting via video. Given the high level of interest in receiving more information about composting via the UCMGSC web site page, UCMGSC will update the UCMGSC composting web site page to make it more user friendly with easy access to “how-to” information on composting and vermicomposting. UCMGSC will also send prior workshop participants an e-mail advising them of the 2017 summer/fall compost workshop series in case they would like to revisit what they learned for implementation in their home gardens.



Given that nearly 20% of 2016 workshop participants are also interested in videos to reinforce their learning, UCMGSC would like to add a fellow Master Gardener organizations’ composting video series to the UCMGSC web site to complement in person outreach. This will provide an important resource to support implementation of compost practices. UCMGSC will actively promote the video series’ availability in program outreach. For context, a video series on composting created by the UC Master Gardener Program of Orange County has had 16,524 views since 2011; this is with no marketing or promotion of the videos. UCMGSC believes a key to the success of participants actively applying what they have learned is to make additional on-line learning resources available and to help people understand the impact to the larger community that they can have in their own back yard.

6 Evaluation

Each fall during the three year contract period two surveys will be conducted to measure whether participants are actually applying their composting education actively at home. See Attachment B for a survey example from the summer 2016 compost workshop series. One survey will be sent to the contacts (for whom an e-mail address is available) from all UCMGSC events – farmers’ markets, library workshops, fairs & events, the Garden Sense program, etc., to gauge the effectiveness of UCMGSC outreach on a range of sustainable landscaping topics, including composting. The second survey will be sent after the completion of each summer/fall hands-on composting workshop series to specifically gauge the success of that educational outreach.

UCMGSC conducted surveys of participants in the 2016 hands-on compost workshop series in partnership with SCWMA. When asked if the workshop was an effective way to learn about home composting, 92% of participants answered yes. When asked if they would like more information on composting 57% responded positively. The survey of all clientele in 2016 indicated that 54% of all participants in UCMGSC events (not just the hands-on compost workshop series) increased or started

composting as a result of UCMGSC educational outreach. Home composters reduced their landfill inputs by 5.6 gallons of kitchen scraps and 22 gallons of yard waste per month. Each year UCMGSC will continue evaluate the program by surveying clientele to gauge the success of outreach and make changes to better meet the goal of reaching the largest number of people in the most effective way.

To gauge whether participants are maintaining composting practices over time, UCMGSC will conduct another survey of hands-on compost workshop participants (who indicated that they started composting as a results of UCMGSC educational outreach) one year after they have participated in the workshop to gauge whether participants have kept up the practice over time. With feedback from participants, programs can be modified to increase personal action.

7 Proposed Budget

The budget for this proposal is \$17,379.78 per year. The primary expense for the project is to hire a part-time Compost Project Leader to coordinate all aspects of the hands-on workshops, conduct the workshops, staff information tables to drive participation at workshops, coordinate updating the UCMGSC web site composting page, coordinate promotion of events, and manage all administrative aspects of the contract including report writing. Additional significant expenses are associated with regular printing of the composting and vermicomposting “how-to” brochures and the annual hands-on composting workshop series postcard. The UCMGSC Program Manager’s time involved with managing the Compost Project Leader and the general project oversight will be provided via other funding. UCMGSC is committed to outreach to the Spanish speaking population in Sonoma County. In order to maximize effective Spanish language outreach, UCMGSC is requesting participation of C2 Alternative Services via SCWMA. See below for more details on this participation.

8 SCWMA Participation

In order to maximize outreach to the Spanish speaking population in Sonoma County, UCMGSC would request that SCWMA engage C2 Alternative Services for publicity to increase Spanish language outreach via Spanish language radio stations and other media. UCMGSC has a composting brochure already available in Spanish but does not have a vermicomposting brochure in Spanish. UCMGSC would also request assistance via SCWMA and C2 Alternative Services in translating an English language vermicomposting brochure into Spanish and in translating the surveys used for evaluation into Spanish. Further UCMGSC requests the assistance of a C2 Alternative Services translator to support the UCMGSC English speaking compost teacher at the 2 Spanish language hands-on workshops.

UCMGSC would like to continue to use the worm graphic (see page 5) that was developed for the program in partnership with SCWMA for the 2016 hands-on composting workshop series. The worm graphic would be consistent across all advertisements including postcards, ads, the UCMGSC web site and Facebook page and would provide an important visual continuity for the compost education. UCMGSC also requests that SCWMA pay for and replicate the print media advertising that was conducted for the 2016 hands-on compost workshop series in such print media as Press Democrat, Sonoma Gazette, Windsor Times, Argus Courier, Sonoma Index Tribune, and Sonoma West Times.

Thank you for the opportunity to continue the longstanding partnership between UCCE Sonoma and SCWMA. If awarded this funding. UCMGSC will acknowledge the funding of this program outreach by SCWMA in materials and events and on the UCMGSC web site composting page.

RESOLUTION NO.:

DATED: August 16, 2017

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("SCWMA")
AUTHORIZING AN AGREEMENT WITH UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION
("CONTRACTOR") FOR PROFESSIONAL SERVICES FOR HOME COMPOSTING EDUCATION

WHEREAS, Contractor represents to SCWMA that it is a duly qualified firm experienced in home composting education services; and

WHEREAS, in the judgment of the Board of Directors of SCWMA, it is necessary and desirable to employ the services of Contractor to assist in home composting education.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency hereby authorizes the SCWMA Chairman of the Board to execute an Agreement through June 30, 2020 with University of California Cooperative Extension.

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:

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



Agenda Item #: 7
Cost Center: Organics Reserve
Staff Contact: Carter
Agenda Date: 8/16/2017
Approved By:

ITEM: Organics Processing Services RFP Update

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This staff report is informational only. No action is required.

II. BACKGROUND

The Board directed staff to issue a Request for Information to determine the level of interest from the private sector to identify and offer long term organics processing capacity for Sonoma County's green, wood, and food waste. That process resulted in 16 responses, which staff believes is indicative of a high level of interest.

The Board entered into an agreement with R3 Consulting Group (R3) at the February 15, 2017 SCWMA meeting to provide technical assistance in an RFP process. Staff prepared an online survey and held two public workshops to receive feedback from the Board and the public on the priorities for the RFP. The RFP was released on May 31, 2017.

III. DISCUSSION

A mandatory pre-proposal conference to provide an overview to potential proposers and to determine the number of interested parties was held on June 28, 2017. Participants representing 23 companies attended, which staff believes is another sign of significant interest in this project.

Addendum #1 to the RFP was released on July 7, 2017, in which staff answered the questions received up to that point. The question period was extended to September 8, 2017 and the proposal due date was extended to October 18, 2017.

Shortly after the issuance of Addendum #1, the City of Santa Rosa released an RFP for Location of an Organics Processing Facility on City of Santa Rosa Property to allow the City to have a procurement process with a facility operator that could participate in the SCWMA's RFP process. For clarity's sake, the SCWMA and City of Santa Rosa processes are separate, and selection in the Santa Rosa RFP does not guarantee selection in the SCWMA's RFP.

Addendum #2 for the SCWMA's RFP was released on July 27, 2017 and contained responses to questions asked of staff up to that date. Addendum #2 also contain an invitation to interested parties to visually inspect incoming green waste at the Healdsburg Transfer Station on August 9, 2017 for the benefit of proposers understanding of the cleanliness of incoming green waste. Representatives from six parties attended the August 9, 2017 green waste inspection.

IV. FUNDING IMPACT

To date, the SCWMA has paid R3 Consulting \$43,525 for their assistance in the RFP process. The agreement with R3 contains a not-to-exceed amount of \$148,500.

V. ATTACHMENTS

None



Agenda Item #: **8**
Cost Center: **Contingency**
Staff Contact: **Smith**
Agenda Date: **8/16/2017**
Approved By:

ITEM: Request for Direction on a Polystyrene Waste Reduction Model Ordinance

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board provide direction on whether staff should develop a model ordinance to reduce polystyrene waste.

II. BACKGROUND

In February 2017, the Board of Directors approved the Sonoma County Waste Management Agency's work plan that included research of a model ordinance to reduce polystyrene waste. Polystyrene bans have been implemented in over one hundred cities and counties in California as a result of its adverse effects to human health and costly environmental impacts. Although polystyrene makes up a small fraction of Sonoma County's waste stream, as with carryout bag waste, polystyrene often becomes litter where its long term environmental impacts are pervasive and perpetual.

Polystyrene is a petrochemical manufactured from non-renewable fossil fuels and synthetic chemicals. Styrene and benzene are two common chemicals used to manufacture polystyrene. Styrene is listed as a hazardous air pollutant in an amendment of the Clean Air Act of 1990. Findings by the National Toxicity Program state Styrene is "reasonably anticipated to be a human carcinogen" in their Report on Carcinogens published in 2011.

Polystyrene has a wide variety of uses and is most often seen in two forms, solid polystyrene and expanded polystyrene. Solid polystyrene is a hard, rigid plastic that is used to produce various automobile body parts, electrical devices, corrosion-resistant tanks and pipes, construction items and printer cartridges among other items. In addition, coffee cup lids and disposable cutlery can be made from polystyrene. Foamy expanded polystyrene (EPS) is used to make food containers such as cups, plates, and clamshell packaging. EPS is also used as insulation and packaging material such as shipping peanuts.

There are two ordinances in effect in Sonoma County related to polystyrene waste reduction. In 1989, under Title 19-6.1, the County of Sonoma passed a ban on polystyrene foam at all government facilities. That same year, the City of Sonoma passed a similar ordinance to be implemented at all government facilities in Chapter 7.30 of the municipal code. There have been several attempts to establish a statewide ban, including SB 705 in the current legislative session and SB 568 in 2011. It is unclear whether statewide legislation will be enacted, so staff recommends local action if the Board wishes to reduce polystyrene waste.

III. DISCUSSION

The San Diego Coastkeepers reported California produces 165,000 tons of EPS food containers annually, and less than one percent is recycled. According to Californians Against Waste, there are 110 city and county ordinances in California that restrict or ban EPS food packaging, with some varying details. The overarching impetus of these ordinances are related to environmental impacts of the non-biodegradable material.

Litter and Disposal

Polystyrene, particularly EPS, continues to be environmentally problematic with regard to marine litter and disposal. Polystyrene, and plastic in general, is not biodegradable. Instead, plastic photodegrades which means it breaks into smaller pieces when exposed to sunlight and persists in the environment for hundreds of years¹. Lightweight polystyrene is easily blown or washed into creeks, is an observable waste stream in storm drains and eventually makes its way into the ocean becoming marine debris. Since EPS is brittle, this material breaks down easily in small pieces making cleanup difficult. When it enters the waterways and ocean, it becomes a threat to marine life often being mistaken for food according to the National Oceanic and Atmospheric Administration's report on marine debris in 2014.

SCWMA staff reached out to local organizations that assist in litter cleanup such as the Sonoma County's Surfrider Foundation chapter and Clean River Alliance. Both organizations verified the prevalence of EPS during their litter cleanup events, and emphasized the difficulty of collection since it breaks into small pieces. The Clean River Alliance also stressed the widespread presence of polystyrene coolers and ice chests purchased from retail stores.

In conjunction with litter issues, polystyrene food service containers are harmful to the environment since it is frequently used for single-use purposes and is not recyclable. In Sonoma County, solid polystyrene and EPS are not accepted in the residential curbside recycling program. The driving factors include commodity pricing, high shipping costs due to low weight/high volume, storage capacity needs, and a lack of viable markets for recycled EPS. Furthermore, food containers are typically food soiled and therefore require an additional step to clean the material. Given the barriers around recycling polystyrene foam, it is not accepted in most curbside programs throughout California, and the United States. According to research conducted by California's Against Waste, less than 1% of all the expanded polystyrene is recycled in California. Proper disposal of polystyrene foam is landfill, and there is still no conclusive evidence on how long it takes EPS to fully degrade according to the Environmental Protection Agency.

Polystyrene Bans in California

Although the polystyrene bans in California vary slightly in detail, the primary function is to ban the distribution or sale of EPS food packaging. The ordinances specifically target food service establishments from distributing EPS takeout containers. In a recent trend, ordinances are also banning the sale of polystyrene ice chests, meat and fish trays, pool toys, and packaging material at retail establishments. County-wide ordinances exist in Alameda County, Marin County, Mendocino County, Monterey County, and San Mateo County.

¹ PELAGIC PLASTIC, Paper Prepared For AB 259 (Kreorian), AB 820 (Kamette), & AB 904 (Feuer), Algalita Marine Research, Apr 9, 2007.

Potential Effects of a Polystyrene Ban in Sonoma County

SCWMA staff received a 2017 report from the County's Environmental Health Department that listed 2,300 businesses with food-handling permits. These businesses and entities included restaurants, schools, caterers, bed and breakfast establishments, hotels, and food trucks. All 2,300 entities would potentially fall under the scope of an ordinance, some of which may have already converted to a recyclable or compostable alternative on a voluntary basis.

Alternatives to Polystyrene Foam Food Containers

Alternatives to polystyrene foam containers are abundant for either recyclable or compostable options. Products made from alternative materials cost more than polystyrene containers, which is likely why some local businesses have not voluntarily switched. According to pricing provided by WebstaurantStore in February 2017, on average, per unit costs for alternative packaging are twice the price of EPS packaging prices. For example, an 8 oz. EPS coffee cup is approximately \$0.015/cup where a paper alternative is \$0.025/cup. A detailed pricing comparison for alternatives can be provided at the Board's request.

Most ordinances allow either recyclable or compostable alternatives to polystyrene foam. However, food contaminated recyclable plastics are problematic for recycling. Some jurisdictions suggested requiring compostable alternatives only as a best practice. Compostable alternatives are substantially more expensive compared to polystyrene foam. Furthermore, many composting facilities, including those to which the SCWMA currently directs organics materials do not accept compostable serviceware due to its potential to be mistaken for non-compostable serviceware, its incompatibility with organic finished product standards, and the material's inability to fully degrade during the facility's timeframe.

IV. FUNDING IMPACT

The only funding impact to date has been a minimal amount of staff time to research other jurisdiction's ordinances. If the Board gives direction to continue development of a model ordinance, the funding impacts are expected to be limited to staff and SCWMA Counsel time; staff does not anticipate requiring consultant assistance. However, staff time could be significant if SCWMA staff presents a model ordinance for each Council's and Board's consideration.

V. ATTACHMENTS

Clean Water Action Facts about Styrofoam Litter (Expanded Polystyrene Foam)
Center for Sustainable Energy's Recommendations for Reducing or Banning Foam Food Service Containers
Appendix A: List of California cities with EPS bans

Facts about Styrofoam[®] Litter (Expanded Polystyrene Foam)

“Polystyrene Foam” in the Marine Environment

- Expanded polystyrene foam (EPS), (commonly known as Styrofoam[®]) is pervasive in the marine environment. Like most plastics, polystyrene is lightweight and floats. When littered, it is carried from streets and through storm drains out to the ocean.¹
- Plastics, including EPS, *photodegrade*. That is, they break down into smaller and smaller pieces and marine animals easily mistake polystyrene for food.²
- The lifetime of plastics in the marine environment is unknown. Some researchers feel that the composition of conventional petroleum-based plastics as durable polymers means they will degrade to increasingly smaller sizes but never disappear.³
- Roughly 80 percent of marine debris originates from land-based sources. Plastics comprise 90 percent of floating marine debris.⁴
- A study of beach debris at 43 sites along the Orange County coast found EPS was the second most abundant form of beach debris.⁵

Human Health Effects from PS and Styrene

- EPS is made using the monomer, Styrene, a lab animal carcinogen and a possible human carcinogen and neurotoxin. Styrene can migrate from polystyrene containers into food and beverages when heated, or in contact with fatty or acidic foods.⁶
- Over 13 billion pounds of Styrene were produced in the US in 2006, 65% of it was used in manufacturing polystyrene.
- Styrene residues are found in 100% of all samples of human fat tissue.⁷
- The Food and Drug Administration has determined that the styrene concentration in bottled drinking water should not exceed 0.1 part per million (ppm).⁸ The U.S. EPA drinking water standard is 1 ppm.
- Styrene can be found in air, water, and soil after release from the manufacture, use, and disposal of styrene-based products.⁹
- Styrene exposure increases the risk of leukemia and lymphoma and is a neurotoxin.¹⁰
- Workers in polystyrene products manufacturing are exposed to many harmful chemicals, including Styrene, Toluene, Xylene, Acetone, Methyl Chloride, and Methyl Ketone.¹¹
- Occupational exposure to Styrene increases risk of lymphoma, leukemia, lung tumors, pancreatic cancer, urinary bladder cancer, prostate cancer, and colorectal cancer. High rates of neurotoxicological effects have been reported in workers, including slowed reaction time, effects on balance and spatial orientation, hearing problems, concentration problems, and decreased color discrimination. Some studies also show significant decrease in sperm count and increased sperm abnormality.¹²

Local jurisdictions spend millions cleaning litter¹³

- Caltrans spends approximately \$60 million a year to remove litter and debris from roadsides and highways.
- The County of Los Angeles (L.A.) spends \$18 million annually on litter cleanup and education.

- Some coastal communities spend considerable funds on beach cleaning. For example, L.A. County collects over 4,000 tons of trash annually on its beaches. In 1994, it cost the County over \$4 million to clean 31 miles of beaches.
- Since 2001, Southern California cities have spent in excess of \$1.7 billion cleaning trash out of storm drain systems leading to the L.A. River and Ballona Creek in order to comply with stormwater regulations.

PS Litter – Measureable Reductions from PS Foodware Ban

- One year after implementation of the San Francisco ordinance that prohibits the use of EPS foodware, San Francisco's litter audit showed a 36% decrease in EPS litter.¹⁴

PS Food Packaging is Not Recyclable

- EPS food packaging is typically not “clean” enough to be recycled.¹⁵
- EPS has a very low recycling rate. According to a 2004 study by the California Integrated Waste Management Board, of the 377,580 tons of polystyrene produced in the state, only 0.8% is recycled. Of that, only 0.2% (310 tons) of polystyrene food service packaging is recycled.¹⁶

Alternatives to Polystyrene for Food Packaging

- Clean Water Action does not support the use of non-recycled (virgin) paper products as this trades the environmental burden posed by EPS for a burden on precious forest resources- trees are absolutely essential to combat global warming and maintain healthy ecosystems.
- Compostable and biodegradable plastic does not break down in the marine environment.
- Compostable and degradable plastics are designed to degrade only in compost. Therefore, compostable and degradable plastic packaging should only be used in jurisdictions that collect compostable waste. These products must meet ASTM standards.

Local Jurisdictions Responding with Prohibitions on PS Foodware

- To date, 47 cities and counties in California have banned or restricted the use of polystyrene food packaging. <http://www.cleanwateraction.org/feature/ban-the-foam>
- In the City of Santa Monica, for example, local businesses have successfully switched to more sustainable alternatives.¹⁷

Local Business Unaffected

- The City of San Francisco has had over 3,000 businesses come into compliance with the ban and none have filed any notices of financial hardship which is an option under the city's ordinance.
- The City of Millbrae Chamber of Commerce surveyed their members when the city was considering a ban. They decided that they would support the ban and make it a publicity opportunity- several restaurants joined the Green Business program and transitioned earlier than the ban. They were happy with the PR they received from being early adopters. Now, according to the Chamber, the costs of alternative packaging are decreasing and the products are much more widely available. Their members find these products at Costco and Smart & Final.¹⁸

¹ California Coastal Commission / Miriam Gordon (2006) "Eliminating Land-based Discharges of Marine Debris in California: A Plan of Action from The Plastic Debris Project," at 2 and 15 www.plasticdebris.org

² J.G.B. Derraik, "The pollution of the marine environment by plastic debris: a review" *Marine Pollution Bulletin* 44 (2002): 843; Gregory, M.R., Ryan, P.G. "Pelagic plastics and other seaborne persistent synthetic debris: a review of Southern Hemisphere perspectives" in Coe, J.M. Rogers, D.B. (Eds.), *Marine Debris—Sources, Impacts and Solutions*, (1997) Springer-Verlag, New York, pp. 4 9-66.

³ Coastal Commission at 22; H. Kanehiro, T. Tokai, K. Matuda, "Marine litter composition and distribution on the seabed of Tokyo Bay," *Fisheries Engineering* 31 (1995): 1 95-199.

⁴ U.S. Department of Commerce, National Oceanic and Atmospheric Administration, Office of Public and Constituent Affairs, (1999) "Turning to the Sea: America's Ocean Future;" United Nations Environment Programme (1995) "Global Programme of Action for the Protection of the Marine Environment from Land-based Activities." Note by the secretariat. UNEP (OCA) /LBA/IG.2/7.

⁵ S. Moore *et al.*, (2001) "Composition and Distribution of Beach Debris in Orange County, California," *Marine Pollution Bulletin* 42.3: 241-245. Plastic pellets used to manufacture plastic products was the most abundant type of debris.

⁶ Agency for Toxic Substances & Disease Registry, U.S. Department of Health and Human Services: *ToxFAQs for Styrene*, September 2007: <<http://www.atsdr.cdc.gov/tfacts53.pdf>>; International Agency for Research on Cancer, "Overall Evaluations of Carcinogenicity to Humans," <<http://monographs.iarc.fr/ENG/Classification/crthalllist.php>>. J.L. O'Donoghue, *Neurotoxicity of Industrial and Commercial Chemicals*: Vol. 2, CRC Press, Inc., Boca Raton, Florida, 1985, pages 127-137.

⁷ *Styrene, CASRN: 100-42-5 (Human Health Effects)*. Toxnet Hazardous Substances Data Bank, National Library of Medicine, Revised November 1, 1994.

⁸ Ibid.

⁹ ASTDR (see note 6)

¹⁰ US EPA, Air Toxics Website, <http://www.epa.gov/ttn/atw/hlthef/styrene.html#ref3>; see also note 7.

¹¹ CASRN, note 7.

¹² CASRN, note 7.

¹³ Cost information cited from the following: Gordon Environmental Consulting and Ocean Protection Council, "An Implementation Strategy for the California Ocean Protection Council Resolution to Reduce and Prevent Ocean Litter," November 2008, p. 4

¹⁴ City of San Francisco Streets Litter Re-Audit 2008. Available at: http://sfenvironment.org/downloads/library/2008_litter_audit.pdf.

¹⁵ Ibid.

¹⁶ California Integrated Waste Management Board (December 2004), "Use and Disposal of Polystyrene in California: A Report to the California Legislature," Table 4, Page 14.

¹⁷ City of Santa Monica Environmental Programs Division, "Container Successes," <http://www.smgov.net/epd/business/container_successes.htm> (Accessed 7/21/08).

¹⁸ Conversation with John Ford, President Millbrae Chamber of Commerce

Appendix A: List of California cities with EPS bans

The following list of California cities with EPS bans was compiled by the California Restaurant Association and Californians Against Waste, and was last updated 2/15/2016.^{1,2}

- Alameda. 2008 Expanded polystyrene ban, requirement that all takeout food packaging be compostable.
- Alameda County. 2015 Polystyrene ban for all disposable food service items, with a requirement for recyclable or biodegradable replacements.
- Albany. 2008 Expanded polystyrene ban, requirement that all takeout food packaging be compostable or recyclable.
- Aliso Viejo. 2005 Government facility expanded polystyrene ban. Ordinance #2004-060
- Arcata. October 2015 Expanded polystyrene ban.
- Arroyo Grande. 2016 Expanded polystyrene ban for both distribution and sale, with a requirement that all disposable food containers be biodegradable, compostable or recyclable. Effective August 9, 2016.
- Belmont. 2012 Expanded polystyrene ban.
- Berkeley. 1988 Expanded polystyrene ban, requirement that 50% of takeout food packaging be recyclable or compostable.
- Burlingame. 2012 Expanded polystyrene ban, referencing San Mateo County's ordinance.
- Calabasas. 2008 Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
- Campbell. June 1, 2015 Expanded Polystyrene Ban.
- Capitola. 2009 Requirement that all disposable takeout food packaging be compostable.
- Carmel. 1989 Expanded polystyrene ban, requirement that 50% of takeout food packaging be recyclable, compostable or reusable.
- Carpinteria. 2009 Ban on non-recyclable plastic food takeout containers, including expanded polystyrene.
- Cupertino. 2014 Food vendors prohibited from using expanded polystyrene food takeout containers.
- Dana Point. 2012 Ban on expanded polystyrene food containers. Effective six months after adoption date.
- Del Ray Oaks. 2010 Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
- El Cerrito. January, 1, 2014 Expanded polystyrene foodware ban, requirement that food packaging be recyclable, compostable, or reusable.
- Emeryville. 2008 Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
- Encinitas. November 16, 2016 Expanded polystyrene food service ware prohibition ordinance.
- Fairfax. 1993 Expanded polystyrene ban for all restaurants and food retail vendors. Fort Bragg. March 2015 Expanded Polystyrene ban.
- Fort Bragg. 2014 Eps foodware ban effective March 2015.
- Foster City. 2012 Polystyrene ban for restaurants and food vendors.
- Fremont. 2011 Expanded polystyrene ban for food vendors, requirement that all takeout food packaging be recyclable or compostable.
- Gonzales. January 1, 2015. Expanded Polystyrene Ban.
- Greenfield. February 12, 2015 Expanded Polystyrene ban.
- Half Moon Bay. 2011 Passed an ordinance, referencing San Mateo County's polystyrene food container ban.
- Hayward. 2011 Expanded polystyrene ban for restaurant vendors, requirement that takeout food packaging be recyclable or compostable.
- Hercules. 2008 Expanded polystyrene ban.
- Hermosa Beach. 2012 Polystyrene container ban.
- Huntington Beach. 2005 Government facility expanded polystyrene ban.
- Lafayette. July 1, 2015 Expanded polystyrene ban.
- Laguna Beach. 2008 Polystyrene ban, requirement that all plastic takeout food packaging be recyclable.
- Laguna Hills. 2008 Government facility expanded polystyrene ban.

- Laguna Woods. 2004 Government facility expanded polystyrene ban.
- Livermore. 2010 Food vendors are required to use recyclable or compostable takeout food packaging.
- Los Altos. 2014 Prohibits the distribution and sale of expanded polystyrene foam food containers.
- Los Altos Hills. 2012 Ban on expanded polystyrene and non-recyclable plastic food containers.
- Los Angeles City. 2008 Government facility expanded polystyrene ban. Chapter IV, Article 13 of Municipal Code.
- Los Angeles County. 2008 Government facility expanded polystyrene ban.
- Los Gatos. 2015 Expanded Polystyrene ban.
- Malibu. 2005 Expanded polystyrene ban.
- Manhattan Beach. 2013 Adopted a polystyrene food packaging ban.
- Marin County. 2010 Expanded polystyrene ban.
- Marina. 2011 Expanded polystyrene food container ban. Requires the use of recyclable or compostable takeout food packaging unless alternatives are unavailable.
- Mendocino County. March 1, 2015 Expanded Polystyrene ban.
- Menlo Park. 2012 Adopted San Mateo County ordinance by reference in August of 2012.
- Millbrae. 2008 Polystyrene ban, requirement that all plastic takeout food packaging be recyclable or compostable.
- Mill Valley. 2009 Food vendors and city facilities are prohibited from using expanded polystyrene foam food containers.
- Monterey City. 2009 Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
- Monterey County. 2010 Expanded polystyrene ban.
- Morgan Hill. 2014 An expanded polystyrene ban in restaurants and other food facilities.
- Morro Bay. 2016 Expanded polystyrene ban for both distribution and sale, with a requirement that all disposable food containers be biodegradable, compostable or recyclable. Effective May 1, 2016.
- Mountain View. 2014 A ban on expanded polystyrene products, either distributed in food facilities or sold in retailers.
- Newport Beach. 2008 Expanded polystyrene ban.
- Novato. 2013 Expanded polystyrene ban.
- Oakland. 2007 Expanded polystyrene ban, requirement that all takeout food packaging be compostable.
- Ojai. January 28, 2014 Expanded polystyrene ban for all stores and vendors.
- Orange County. 2005- 2006 Government facility expanded polystyrene ban, including cities of Aliso Viejo, Huntington Beach, Laguna Hills, Laguna Woods, San Clemente, San Juan Capistrano and the Santa Margarita Water District.
- Pacific Grove. 2008 Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
- Pacifica. 2010 Expanded polystyrene ban.
- Palo Alto. 2010 Expanded polystyrene ban.
- Pasadena. 2016 Polystyrene ban for all food providers. Effective July 18, 2017.
- Pismo Beach. 2015 Expanded polystyrene disposable food container ban, as well as a ban on the sale of any expanded polystyrene products. Effective January 15, 2016.
- Pittsburg. 1993 Prohibit the use of CFC processed polystyrene ban.
- Pleasanton. 2013. Bans food vendors from using EPS containers.
- Portola Valley. 2012 Expanded polystyrene ban, referencing the San Mateo County ordinance.
- Redwood City. 2013 Expanded polystyrene ban, referencing the San Mateo County ordinance.
- Richmond. 2010 Expanded polystyrene ban for takeout food packaging in restaurants.
- Salinas. 2012 Expanded polystyrene ban on takeout containers.
- San Bruno. 2010 Polystyrene ban, requirement that all plastic takeout food packaging be recyclable or compostable.
- San Carlos. 2012 Adopted the San Mateo County ordinance by reference.
- San Clemente. 2011 Prohibits the use of expanded polystyrene.
- San Francisco. 2007, 2016 Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. On July 19th, 2016, the Board of Supervisors expanded the ban to include the sale of non-recyclable non-compostable polystyrene food service ware, egg cartons, meat trays, and packing materials, as well as coolers,

pool or beach toys, and floats or buoys that are not encapsulated in a more durable material. San Francisco now has the most comprehensive ban in the nation. Effective January 1, 2017.

- San Jose. January 1, 2014 for chain restaurants, 1/1/2015 for all other food establishments. Expanded polystyrene ban in all food establishments.
- San Juan Capistrano. 2004 Government facility expanded polystyrene ban.
- San Leandro. 2012 Expanded polystyrene food container ban.
- San Luis Obispo City. December 16, 2015 Expanded polystyrene ban.
- San Mateo City. 2013 Polystyrene food packaging ban based on the San Mateo County model was adopted in May 2013.
- San Mateo County. 2008, 2011 Government facility polystyrene ban passed in 2008. An expanded ban for the rest of unincorporated San Mateo County effective July 1, 2011.
- San Rafael. 2013 Polystyrene container ban.
- Santa Clara County. 2013 Expanded polystyrene takeout container ban.
- Santa Cruz City. 2008, 2012 In 2012 the sale of all foam polystyrene products is prohibited. In 2008, the City banned the distribution of expanded polystyrene food containers, with a requirement that the food packaging be recyclable or compostable.
- Santa Cruz County. 2008, 2012 Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. The ban was expanded to prohibit the sale of all expanded polystyrene products in stores on April 17, 2012.
- Santa Monica. 2007 Polystyrene ban with requirement that all plastic takeout food packaging be recyclable.
- Sausalito. 2008 Food vendors and city facilities and events are prohibited from using expanded polystyrene foam food containers.
- Scotts Valley. 2009 Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
- Seaside. 2010 Polystyrene ban with requirement that all plastic takeout food packaging be recyclable or compostable.
- Solana Beach. 2015 Ban on polystyrene and non-recyclable plastic disposable food service containers as well as ban on EPS packing materials.
- Sonoma City. 1989 Government facility expanded polystyrene ban. Chapter 7.30 of the Municipal Code.
- Sonoma County. 1989 Government facility expanded polystyrene ban. Title 19, Section 19-6.1 of Municipal Code.
- South San Francisco. 2008 Polystyrene ban.
- Sunnyvale. 4/22/2014 Expanded polystyrene ban in restaurants
- Ukiah. March 1, 2015. Expanded polystyrene ban.
- Ventura County. 2004 Government facility expanded polystyrene ban.
- Walnut Creek. 12/18/2014 Expanded polystyrene takeout packaging ban.
- Watsonville. 2009 Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
- West Hollywood. 1990 Polystyrene ban for restaurants and food vendors.
- Yountville. 1989 Expanded polystyrene food container ban.

1 California Restaurant Association. "Local Expanded Polystyrene Bans." Available at: http://www.calrest.org/uploads/2/6/1/5/26153474/7.13.2015_cra_local_eps_bans_list.pdf

2 Californians Against Waste. "Polystyrene: Local Ordinances." Available at: <http://www.cawrecycles.org/polystyrene-local-ordinances/>