



Meeting of the Board of Directors

June 21, 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

June 21, 2017

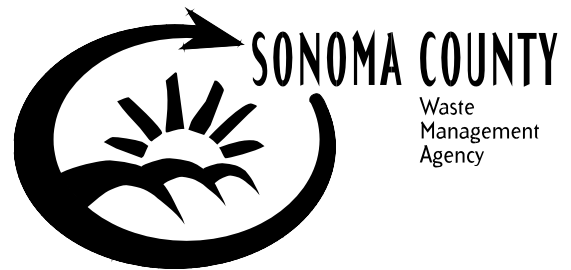
REGULAR MEETING

Begins 8:30 a.m.

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Note: This packet is 73 pages total



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

**June 21, 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 May 17, 2017 Special Meeting
- 4.2 June and July 2017 Outreach Calendar

Regular Calendar

- 5. Public Hearing for the Consideration of Wood Waste and Yard Debris Disposal Fees Increases
[Carter] **8/10 vote required**

6. Consideration of an Agreement with Soluna Outreach Services for Spanish Language Outreach Services
[Thigpen]
7. Consideration of an Agreement with Soluna Outreach Services for Used Oil Program Management
[Scott]
8. Consideration of an Agreement with UCCE for Home Composting Education Services
[Carter]
9. Boardmember Comments
10. Staff Comments
11. Next SCWMA meeting: July 19, 2017 or August 16, 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: May 18, 2017
To: SCWMA Board Members
From: Patrick Carter, SCWMA Executive Director

Executive Summary Report for the SCWMA Board Meeting of May 17, 2017

Item 6, Consent Items: Items 6.1 Minutes of April 19, 2017 Special Meeting, 6.2 May and June 2017 Outreach Calendar, 6.3 SCWMA FY 2016-17 Third Quarter Financial Report, 6.4 Sonoma County Certified Recycling Center for Beverage Containers (CRV) Update, and 6.5 Non-Disposal Facility Element Amendment were approved.

Item 7, Annual Presentation of Waste Activities by Republic Services: Republic staff performed the report of waste activities required by the Master Operating Agreement, discussing issues such as landfill fee increases (effective April 1, 2017), diversion tonnages, landfill life expectancy, and Material Recovery Facility (MRF) construction. Board members requested the revised presentation be distributed to the Board, and for Mr. Pouwels of Republic to provide additional detail on the food waste diversion program and when the MRF would be operating.

Item 8, Approval of Request for Proposals for Organic Material Processing Services: staff from the SCWMA and R3 Consulting Group discussed the community feedback and the draft Request for Proposals for Organic Material Processing. The Board directed staff to remove any discussion in the RFP of a local preference and to include evaluation criteria language regarding the SCWMA's desire for high quality compost to be available widely in Sonoma County and that the proposals describe in detail how they will address that interest. Staff make the requested changes and will release the RFP on May 31, 2017.

Item 9, Approval of Fiscal Year 2017-18 SCWMA Final Budget: The Final Budget, which incorporated feedback from the March 15, 2017 discussion on the Draft Budget, was approved. Staff was unable to make a full report on the SCWMA's potential unfunded liability with the County of Sonoma's retirement system, but staff will continue to work with County staff to determine those amounts and will report back to the Board when the information is available.

Item 10, Consideration of Merit Increase for SCWMA Executive Director: The Board voted to approve a merit increase to the Executive Director.



To: Sonoma County Waste Management Agency Board Members

From: Patrick Carter, Executive Director

Subject: June 21, 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 May 17, 2017 Meeting:** regular acceptance.

4.2 **June and July 2017 Outreach Calendar:** This item provides an update on upcoming outreach events. No action is required.

Regular Calendar

5. **Public Hearing for the Consideration of Wood Waste and Yard Debris Disposal Fees Increases:** The SCWMA has not increased Wood Waste or Yard Debris fees in two years, but the SCWMA has experienced increased costs for hauling and disposing of those materials. Staff is requesting the Board consider an increase of \$2/ton for all green waste and wood waste materials delivered to the County-owned transfer stations. **Staff recommends opening the public hearing on the increase of tipping fees related to wood waste and yard debris, receiving public comment, closing the public hearing, and providing direction to staff regarding the amount of the tipping fee increase, if any. If the Board adjusts the tipping fee, staff recommends the adjustment be made effective July 1, 2017. Approval of the increased fees will require a supermajority (8/10) vote.**

6. **Consideration of an Agreement with Soluna Outreach Services for Spanish Language Outreach Services:** Staff received one response to the RFP for Spanish Language Outreach Services; that proposal was from Soluna Outreach Solutions. Staff concluded the proposal was responsive to the RFP. **Staff recommends the Board award Soluna Outreach Solutions with the Agreement for Oil Program Management from July 1, 2017 through June 30, 2020.**

7. **Consideration of an Agreement with Soluna Outreach Services for Used Oil Program Management:** Staff received one response to the RFP for Used Oil Program Management; that proposal was from Soluna Outreach Solutions. Staff concluded the proposal was responsive to the RFP. **Staff recommends the Board award Soluna Outreach Solutions with the Agreement for Oil Program Management from July 1, 2017 through June 30, 2020.**

8. **Consideration of an Agreement with UCCE for Home Composting Education Services:** 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.**



Minutes of the May 17, 2017 Special Meeting

The Sonoma County Waste Management Agency met on May 17, 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	Brent Salmi	City of Sonoma	Madolyn Agrimonti
City of Petaluma	Dan St. John	County of Sonoma	Trish Pisenti
City of Rohnert Park	Don Schwartz	Town of Windsor	Deb Fudge

Staff Present:

Executive Director	Patrick Carter	Staff	Felicia Smith
Counsel	Ethan Walsh		Kristin Thigpen
Agency Clerk	Sally Evans		Courtney Scott

1. Call to Order Special Meeting

Closed session was called to order at 8:00a.m.

2. Closed Session:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title Agency Counsel

3. Adjourn Closed Session at 8:52 a.m.

The regular Board meeting was called to order at 8:57 a.m.

Ethan Walsh, Agency Counsel, noted there was no reportable action from closed session.

4. Agenda Approval

Chair John Sawyer, City of Santa Rosa, noted he needed to leave the meeting at 10:30 a.m. and requested to move up on the Agenda Item 9, Approval of Fiscal Year 2017-18 SCWMA Final Budget and Item 10, Consideration of Merit Increase for SCWMA Executive Director.

5. Public Comments (items not on the agenda)

Leslie Lukacs, SCS Engineers, Town of Windsor representative on the AB939 Local Task Force, and Co-chair of the Compost Coalition of Sonoma County, shared that the Zero Waste Symposium that took place on Thursday, May 11, 2017 was a successful event. Ms. Lukacs thanked SCWMA Board Members Deb Fudge, Susan Gorin, Melanie Bagby, and Susan Harvey, for attending the Symposium, as well as Executive Director Patrick Carter for his participation as a speaker.

Pam Davis, C&S Waste Solutions, and Vice-chair of the LTF, updated the Board regarding Sip it Sonoma, a campaign to ask restaurants and other businesses to help reduce the use of single use plastic straws by only providing straws upon request and consider switching to paper straws. Ms. Davis explained the straws become litter and make their way into waterways, creating a hazard to wildlife. Ms. Davis added stainless steel straws were available after the meeting.

6. Consent (w/attachments)

- 6.1 Minutes of the April 19, 2017 Special Meeting
- 6.2 May and June 2017 Outreach Calendar
- 6.3 SCWMA FY 2016-17 Third Quarter Financial Report
- 6.4 Sonoma County Certified Recycling Center for Beverage Containers (CRV) Update
- 6.5 Non-Disposal Facility Element Amendment

Don Schwartz, City of Rohnert Park, requested item 6.4, Sonoma County Certified Recycling Center for Beverage Containers (CRV) Update, be pulled from Consent for discussion.

Public Comments:

None.

The motion for approval of items 6.1, 6.2, 6.3, and 6.5 on the consent calendar was made by Susan Harvey, City of Cotati, and seconded by Brent Salmi, City of Healdsburg.

Vote Count:

Cloverdale	Aye	Santa Rosa	Aye
Cotati	Aye	Sebastopol	Aye
Healdsburg	Aye	City of Sonoma	Aye
Petaluma	Aye	County of Sonoma	Aye
Rohnert Park	Aye	Windsor	Aye

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

Motion passed unanimously.

Mr. Schwartz asked if there were adequate CRV recycling centers in Rohnert Park and Cotati.

Felicia Smith, Agency Staff, replied affirmatively.

The motion for approval of Item 6.4 was made by Mr. Schwartz and seconded by Ms. Harvey.

Vote Count:

Cloverdale	Aye	Santa Rosa	Aye
Cotati	Aye	Sebastopol	Aye
Healdsburg	Aye	City of Sonoma	Aye
Petaluma	Aye	County of Sonoma	Aye
Rohnert Park	Aye	Windsor	Aye

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

Motion passed unanimously.

Regular Calendar

10. Consideration of Merit Increase for SCWMA Executive Director

Chair Sawyer shared the Board had a positive conversation regarding the consideration of Merit Increase for SCWMA Executive Director Patrick Carter, who met and exceeded the Board's expectations.

The Board thanked Mr. Carter for his hard work.

Chair Sawyer motioned to approve a Merit Increase of 5% for SCWMA Executive Director Carter and Henry Mikus, City of Sebastopol, seconded the motion.

Vote Count:

Cloverdale	Aye	Santa Rosa	Aye
Cotati	Aye	Sebastopol	Aye
Healdsburg	Aye	City of Sonoma	Aye
Petaluma	Aye	County of Sonoma	Aye
Rohnert Park	Aye	Windsor	Aye

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

Motion passed unanimously.

9. Approval of Fiscal Year 2017-18 SCWMA Final Budget

Mr. Carter presented the recommendation for approval of the Fiscal Year 2017-18 SCWMA Final Budget and noted there were not many changes from the draft budget presented in March. Mr. Carter noted the changes reflected the direction received from the Board to add professional development and evaluation funding for Staff and items approved for website redesign and to purchase a new Agency vehicle.

Mr. Carter noted the Agency was in good financial shape and noted the projects being looked: website redesign, purchase of a new vehicle, and several ordinance research projects, would use reserves. Mr. Carter noted the projected Agency fund balances for reserves would be at their levels or very close, according to the reserve plan.

Mr. Carter reported that not much progress had been made with regard to unfunded liabilities. Mr. Carter noted the County Auditor, Controller, Treasurer, Tax Collector (ACTTC) department calculates unfunded liabilities countywide but they would be speaking with the County Administrator regarding potentially calculating individually by agency in the future.

Board Discussion

Ms. Harvey expressed concern the county services fee doubled last year, were now increasing and asked what would be done to manage this.

Mr. Carter replied he believed this would be the last large increase on this issue, as these charges were not being charged previously as they should have according to the MOU between the Agency and the County. Mr. Carter explained the County had not been charging the Agency for space occupied by the Agency Staff as well as costs related to the County Administrators office

that had not been taken into account, as well as other County costs specifically called out in the MOU as allowable costs.

Mr. Mikus noted he looked at the numbers and believed it was fair.

Mr. Schwartz expressed his appreciation for Mr. Carter's diligence regarding the unfunded liabilities question and suggested if he was unsuccessful perhaps taking the number of employees the agency had vs. the county wide to possibly come up with a figure for unfunded liabilities in an effort to come up with potential amount.

Mr. Schwartz inquired if the contract between the Agency and the City of Petaluma exempted them from the Agency fee on green waste.

Mr. Carter replied Petaluma only pays for garbage and not on green waste. Mr. Carter replied the agreement was set to expire on June 30, 2019.

Public Comments

None.

Mr. Carter noted an 8/10th vote was required for budget approval.

Public Comments

None.

Ms. Harvey motioned to approve the SCWMA Budget and Madolyn Agrimonti, City of Sonoma, seconded the motion.

Vote Count:

Cloverdale	Aye	Santa Rosa	Aye
Cotati	Aye	Sebastopol	Aye
Healdsburg	Aye	City of Sonoma	Aye
Petaluma	Aye	County of Sonoma	Aye
Rohnert Park	Aye	Windsor	Aye

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

Motion passed unanimously.

7. Annual Presentation of Waste Activities by Republic Services

Mr. Carter explained that per the Master Operating Agreement between the County and Republic Services, Republic provided an update on annual activities to the County Board of Supervisors as well as the SCWMA Board.

**Recess at 9:21 a.m. to set up for Republic Services presentation
Meeting resumed at 9:26 a.m.**

Dan Amann, Operations Manager, Republic Services of Sonoma County and Andrea Valdivia, Environmental Specialist, Republic Services of Sonoma County directed the Board to an updated presentation.

Mr. Amann provided a 2016 aerial of the Central Disposal Site and went over some of the changes that took place at the landfill over the past year and currently, to include the new MRF installation inside the central transfer station building.

Mr. Amann noted the total concession tonnage for calendar year 2016 was a little over 377,000 tons, and went over how it was broken down.

Mr. Amann stated that as of the end of December 2016 there were over 15 million tons in place at Central and noted the remaining capacity of the landfill was almost 8.8 million tons, and at current densities and volumes, it was predicted the life of the landfill to be over 35 years.

Mr. Carter inquired if this was a new slide.

Mr. Amann replied affirmatively and added it was updated information from their new engineering budget model earlier during the week. Mr. Amann noted the information in the agenda packet showed 24 years.

Mr. Amann continued his presentation regarding diversion and referenced a pie chart that broke down the percentages by weight showing an increase in diversion. Mr. Amann then went on to talk about rate analysis.

Ms. Valdivia then went over the food waste program and noted The Ratto Group was addressing the lack of space for bins for food waste and cross contamination through education.

Deb Fudge, Town of Windsor, asked what guarantee there was The Ratto Group would be performing those duties.

Ms. Valdivia replied Pete Pouwels meets with the Ratto Group staff frequently.

Ms. Valdivia then went over new developments such as the MRF and landfill improvements. Ms. Valdivia noted that as of April 1st, Central was now accepting treated wood.

There was discussion regarding the MRF baler not functioning as the throat was too small.

Ms. Fudge asked the Agency be notified when it's operating again.

Mr. Amann noted it was a problem with the design but there would not be additional costs to rate payers.

Mr. Schwartz requested that Pete Pouwels be present during future presentations, as someone with full knowledge should be present.

Ms. Harvey inquired what was happening with the cardboard in the meantime.

Mr. Amann replied the material was hauled out by Ratto and not landfilled.

Ms. Harvey noted that while she was on site for a tour of the MRF, Republic staff seemed organized as they directed self haul.

Ms. Fudge noted that when she attended the Zero Waste symposium she learned mattresses taken to goodwill for recycling were taken to San Jose, disassembled and recycled. She expressed interest in that particular mattress recycling program next time the MOA was reviewed by the Town of Windsor.

Public Comments

Leslie Lukacs asked what amount of food waste was contamination and food waste. Ms. Valdivia replied all food waste was. Ms. Lukacs inquired if a waste characterization had been done and Ms. Valdivia replied she would need to follow up on that with North Bay. Ms. Lukacs inquired if the transfer station was still accepting yard waste and Ms. Valdivia replied short bins were being used and people were being turned away due to small capacity.

Mr. Carter clarified that was the case only at Central and the transfer stations had no issues. Mr. Carter recognized it is inconvenient to turn people away at Central and they were working on it through conversation between The Ratto Group and Republic.

Ms. Harvey inquired if people were dumping yard waste as garbage and Mr. Amann replies that was the not case.

8. Approval of Request for Proposals for Organic Material Processing Services

Mr. Carter stated the RFP was included in the Board packet and the goal was to get the RFP out May 31st.

Garth Schultz, R3 Consulting Group, gave a brief update since the publishing of the Agency packet. Mr. Schultz noted some discussion was taking place regarding the Laguna Treatment Plant's consideration of being a potential site, but all studies and reporting still needed to take place.

Mr. Schwartz asked for a typo "equality" be removed from the final version.

Mr. Schwartz, Mr. Sawyer, Ms. Bagby, and Mr. St. John discussed their concerns with including a preference for in-county facilities, and suggested that all references to that preference be removed from the final draft.

Ms. Harvey stated that location needed to be known due to greenhouse gases.

Mr. Sawyer left the meeting at 10:38 a.m., at which time Mr. Mikus, Vice Chair became acting Chair of the meeting.

Public Comments

Leslie Lukacs expressed she was a proposer to the RFI process and wanted to speak to the point of keeping it local. Ms. Lukacs noted 75% of the compost coalition members were farmers and agriculture industry who are paying 20% more to bring compost in and paying more to outhaul maneuver. Ms. Lukacs recommended conducting a financial assessment.

Board Discussion

Mr. Schwartz motioned to issue the RFP with the following changes:

- 1) Removing any reference to local preference policies, including the first bullet in Section 5.6 regarding facility location.
- 2) Removing lines 176-178 on page 72, as well as any other references to local preferences within the RFP.
- 3) Add language in the evaluation criteria that says the Agency has the desire that high quality compost be available widely in Sonoma County and requests the proposals describe in detail how they will address this interest.

Mr. Salmi seconded the motion.

Vote Count:

Cloverdale	Aye	Santa Rosa	Aye
Cotati	Aye	Sebastopol	Aye
Healdsburg	Aye	City of Sonoma	Aye
Petaluma	Aye	County of Sonoma	Aye
Rohnert Park	Aye	Windsor	Aye

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

Motion passed unanimously.

11. Boardmember Comments

None.

12. Staff Comments

None.

13. Next SCWMA meeting: June 21, 2017

14. Adjournment:

The meeting adjourned at 10:48 a.m.

Submitted by:
Sally Evans



Agenda Item #: **4.2**
 Agenda Date: **6/21/2017**

ITEM: **June and July 2017 Outreach Calendar**

June 2017 Outreach Events

Day	Time	Event
2	7:30 – 8 PM	Waste Assessment at Friday Night Live – Cloverdale
6	4 PM – 8 PM	Community Toxics Collection – Bodega Bay
7	5 PM - 8:30 PM	Downtown Wednesday Market – Santa Rosa
9 - 10	9 AM – 5 PM	E-waste Collection Event – Oakmont
13	2:30 PM – 3:30 PM	Recycling & Compost Assessment at Seghesio Winery - Healdsburg
13	4 PM – 8 PM	Community Toxics Collection – Santa Rosa, W
14	10 AM – 11 AM	Recycling & Compost Training at Trattore Farms – Geyserville
16	8:30 AM – 10 AM	Food Waste & Composting Assessment at Amy’s – Santa Rosa
20	4 PM – 8 PM	Community Toxics Collection - Petaluma
21-25	10 AM – 10 PM	Sonoma Marin Fair - Petaluma
22	2 PM – 3 PM	Recycling & Compost Assessment at Virginia Dare – Geyserville
23 -24	9 AM – 1 PM	Community Toxic Collection Event – Sea Ranch
27	4 PM – 8 PM	Community Toxics Collection – Kenwood

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, E
25	4 PM – 8 PM	Community Toxics Collection – Sonoma
26	11 AM – 12 PM	Recycling & Compost Presentation at SSU’s Teaching for Sustainable Communities



Agenda Item #: **5**
 Cost Center: **Wood/Yard**
 Staff Contact: **Carter**
 Agenda Date: **6/21/2017**
 Approved By:

ITEM: Public Hearing for the Consideration of Wood Waste and Yard Debris Disposal Fee Increases

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends opening the public hearing on the increase of tipping fees related to wood waste and yard debris, receiving public comment, closing the public hearing, and providing direction to staff regarding the amount of the tipping fee increase, if any. If the Board adjusts the tipping fee, staff recommends the adjustment be made effective July 1, 2017. **Approval of this item requires a supermajority (8/10) vote.**

II. BACKGROUND

Disposal fees for wood waste and yard debris materials collected at the County-owned, Republic-operated transfer stations in Sonoma County are set by the SCWMA Board of Directors. These fees cover the costs of the SCWMA program to transport and dispose of those collected materials at composting sites, as well as costs for the SCWMA to administer programs related to these materials. The wood waste and yard debris disposal fees were last adjusted at the June 24, 2015 SCWMA meeting.

III. DISCUSSION

Need for Fee Increases:

As described above, these disposal fees have not been adjusted in two years. The agreements with the out-of-county compost facilities include annual rate adjustments to address inflation. The rates for disposal have increased approximately 3% per year, and so it is necessary for the SCWMA to increase the disposal fees to allow revenues to keep pace with expenditures.

Fee Descriptions	Wood Waste	Yard Debris
Existing SCWMA Fee	\$58.00/ton	\$58.00/ton
SCWMA Fee Increase	\$2.00/ton	\$2.00/ton
New Total SCWMA Fee*	\$60.00/ton	\$60.00/ton

*These rates do not include the County's MOA fees. The new costs, including MOA fees would be \$74.50/ton for self-hauler, \$74.32/ton for committed County, and \$78.53 for committed City material.

If disposal fees are not increased by \$2.00/ton, staff would anticipate revenues for these funds to be \$164,000 lower than expected in the 2017-18 SCWMA Final Budget, approved at the May 17, 2017 meeting. This would result in a structural deficit, which staff would not recommend.

Ratepayer Impact Analysis:

The proposed increase to the yard debris disposal fees is \$2.00/ton. This will have a very small impact on residential rates, estimated to be less than \$0.10 per month per customer.

IV. FUNDING IMPACT

Failing to increase tip fees above current levels would result in a combined deficit of at approximately \$164,000 in the Wood Waste and Yard Debris funds for FY 2017-18.

V. ATTACHMENTS

Resolution

Public Hearing Notice

DATED: June 21, 2017

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
INCREASING DISPOSAL FEES FOR WOOD WASTE AND YARD DEBRIS

WHEREAS, the Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency (Agreement) was approved by all members on April 18, 2017; and

WHEREAS, this Agreement requires the County of Sonoma (County) to collect and remit to the Sonoma County Waste Management Agency (SCWMA) tonnage disposal fees to defray the costs of capital improvements, operations, and maintenance for the SCWMA’s composting program; and

WHEREAS, existing disposal fees for wood waste and yard debris are insufficient to defray future costs; and

WHEREAS, notice of the SCWMA’s intent to consider an increase to disposal fees for wood waste and yard debris transport and disposal was published in the Press Democrat on June 5, 2017 and June 12, 2017; and

WHEREAS, it is necessary for the SCWMA to increase SCWMA-controlled wood waste and yard debris disposal fees to the amounts described below:

Disposal Fee Type	All County of Sonoma-Owned Solid Waste Facilities
Wood Waste	\$60.00 per ton
Yard Debris	\$60.00 per ton

NOW THEREFORE, BE IT RESOLVED the Sonoma County Waste Management Agency Board of Directors directs the County to increase the amount of disposal fees collected by the County and remitted to SCWMA by the amounts listed above, effective July 1, 2017.

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 of the State of California in and for the
County of Sonoma

**Sonoma County Waste Management Agency
Notice of Intent to Increase Wood Waste and Yard Debris Tipping Fees and Notice of
Public Hearing**

Notice is hereby given that on June 21, 2017, at or about 8:30 a.m., the Sonoma County Waste Management Agency (SCWMA) will hold a Public Hearing at Santa Rosa City Hall, located at 100 Santa Rosa Avenue, Santa Rosa, California to consider an increase to the disposal fees for Wood Waste and Yard Debris charged by SCWMA and collected by Republic Services at the County of Sonoma's disposal sites.

SCWMA is considering increases in disposal fees by up to \$2.00 above current levels, which would result in SCWMA fees of \$60 per ton for Wood Waste and \$60 per ton for Yard Debris. Final amounts will be determined by the Sonoma County Waste Management Agency Board of Directors following the Public Hearing.

At the Public Hearing, SCWMA shall consider all evidence and testimony for and against the proposed fee increases. At any time prior to the public hearing, any person may file in writing with SCWMA a statement of his or her objections to the proposed fee increases. Persons who challenge the proposed fee increases in court may be limited to raising only those issues they or someone else raised at the public hearing described in this Notice, or raised in written correspondence delivered to SCWMA at, or prior to, the Public Hearing.

For more information about the proposed changes, please visit the Sonoma County Waste Management Agency's website at http://www.recyclenow.org/agency/current_packet.asp. Information related to this item will be posted at least 72 hours in advance of the June 21, 2017 Board of Directors meeting.



Agenda Item #: **6**
Cost Center: **HHW**
Staff Contact: **Thigpen**
Agenda Date: **6/21/2017**
Approved By:

ITEM: Consideration of Agreement with Soluna Outreach Solutions for Spanish Language Outreach Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board award Soluna Outreach Solutions with the Agreement for Spanish Language Outreach Services from July 1, 2017 through June 30, 2020, with up to two annual extensions upon mutual agreement.

II. BACKGROUND

Spanish Language Outreach is one of the objectives in the Countywide Integrated Waste Management Plan (CoIWMP) to encourage waste diversion in non-English speaking communities, as Spanish-speakers represent a significant percentage of the Sonoma County population. The SCWMA entered into an agreement with C² Alternative Services (C²) in 2012 to provide Spanish language outreach services on behalf of the SCWMA and to assist SCWMA staff with translation of SCWMA materials and resources. The agreement's term expires on June 30, 2017.

Chris Carrieri and Connie Cloak, owners of C² Alternative Services, are semi-retiring and their key outreach employee, Hugo Mata, has started Soluna Outreach Solutions. Soluna Outreach Solutions will coordinate oil recycling publicity and outreach programs and will subcontract with C² Alternative Services for collection center auditing and reporting.

III. DISCUSSION

Spanish Language Outreach Services RFP was distributed on April 14, 2017. Only one proposal was received through this RFP process; that proposal was from Soluna Outreach Solutions. Soluna Outreach Solutions' proposal was evaluated by SCWMA staff and was determined to have met all requirements. Despite having only received one response to the RFP, staff believes Soluna Outreach Solutions has the experience and resources necessary to perform the work required through this agreement. Tasks covered by the Scope of Services include media coordination in Spanish-language print newspapers as well as Spanish-language radio, person-to-person outreach at local community events, and Spanish-language translation services for SCWMA outreach projects.

In order to avoid any gaps in service, staff recommends award of the agreement to Soluna Outreach Solutions with an effective July 1, 2017.

IV. **FUNDING IMPACT**

The FY 2017-18 Budget allocated \$25,000 for this program, which is what the previous contractor, C2 had been paid annually to provide similar services. The cost of this proposal is \$30,000 per year. The SCWMA Education Fund can absorb an additional \$5,000 of expenditures by transferring less than the expected \$19,479 amount to the Contingency Fund.

V. **ATTACHMENTS**

Agreement with Soluna Outreach Solutions for Spanish Language Outreach Services
Exhibit A - Scope of Services Spanish Language Outreach Services
Soluna Outreach Solutions Contract Resolution

AGREEMENT WITH SOLUNA OUTREACH SOLUTIONS FOR
SPANISH LANGUAGE OUTREACH SERVICES

This agreement ("Agreement"), dated as of June 21, 2017 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "SCWMA"), and Soluna Outreach Solutions, LLC (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in Spanish Language Outreach 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 attend.

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

A G R E E M E N T

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time SCWMA, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from SCWMA.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCWMA to be key personnel whose services are a material inducement to SCWMA to enter into this Agreement, and without whose services SCWMA would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCWMA.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- d. In the event that Contractor assigns subcontractors to perform services under this Agreement, Contractor shall maintain written agreements with subcontractors for the duration of the term of this agreement. Contractor shall provide SCWMA with copies of such agreements within ten (10) days of execution of this agreement.

2. Payment. Contractor shall invoice SCWMA on a monthly basis for all services and incidental costs required hereunder, a total annual amount not to exceed a maximum of thirty thousand dollars (\$30,000) for services rendered, in accordance with Section 1.1 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.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

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

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

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

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

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

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

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

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

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor

agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the SCWMA for the duration of this Agreement.

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

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

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

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

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. Contractor agrees to indemnify and hold SCWMA harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case SCWMA is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish SCWMA with proof of payment of taxes on these earnings.

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

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

Economic Interest" with SCWMA disclosing Contractor's or such other person's financial interests.

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

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

9.8 Assignment Of Rights. Contractor assigns to SCWMA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to SCWMA in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCWMA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCWMA. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCWMA.

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

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

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

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

SCWMA: Sonoma County Waste Management Agency
Attention: Kristin Thigpen
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Phone: (707) 565-3668

CONTRACTOR: Soluna Outreach Solutions
Attention: Hugo Mata
P.O. Box 14625
Santa Rosa, CA 95404
Phone: (707) 494-1699

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail, (2) the sender has a

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and SCWMA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and SCWMA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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

SCWMA: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, SCWMA

APPROVED AS TO FORM FOR SCWMA:

By: _____
SCWMA Counsel

EXHIBIT A

Scope of Work

Contractor's plan is divided into four broad categories: Media, Person-to-Person Outreach, Assistance to SCWMA Staff, and Reporting & Administration. Contractor is aware that funding for the project derives partially from Oil Payment Program funds, and if desired we are prepared to continue to invoice separately for time and expenses spent on used oil related outreach and outreach on general recycling topics.

Media

Contractor to use frequent guest spots on local radio stations. Contractor to promote SCWMA programs with a quantity of airtime that would not otherwise be available. Paid media to be used strategically to target specific messages to the Spanish-speaking public, and also to reinforce these vital relationships. Contractor will negotiate packages including free spots and reduced rates for print ads. Time is also budgeted to assist SCWMA staff to plan and negotiate media campaigns that include Spanish buys.

Radio

Contractor is producer and host of the weekly show "*Nuestra Tierra*" ("Our Earth") on KBBF Radio. Contractor shall produce 50 segments per year on this show to promote SCWMA programs, which will be aired on up to 36 of the weekly shows. SCWMA shall be provided the opportunity to customize content for these programs.

Besides the *Nuestra Tierra* radio program at KBBF 89.1FM, Contractor works closely with all the other Spanish language radio stations in the area. Contractor will leverage its relationships to participate in different interviews to promote the recycling, conservation and other environmental programs in Sonoma County and surrounding areas.

The complete list of Spanish language radio stations is included in the following graphic.

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

Television

Contractor shall leverage existing relationships with local television stations and shall present potential partnerships to SCWMA staff for approval. The following list includes station names, coverage and primary targets.

Name	Call Letters	Format	Location	Coverage	Primary Target	Notes
Unimas	66 KFSF/UniMas	Spanish Television	11 Counties	11 Counties including Sonoma and Mendocino	Adults 25-54	Provides a wide range of viewing choices for Bay Area Hispanics. By "counter programming" traditional Spanish-language schedules, KFSF is able to offer unique choices for audiences.
Azteca America	KEMO 50	Spanish Television	Bay Area Counties	Bay Area Counties including Sonoma and Mendocino Counties	Adults 25-54	Although it is not as popular as Univision, this television network is also a good venue to use.
Univision 14	KDTV-14	Spanish Television	11 Counties	11 Counties including Sonoma and Mendocino	Adults 25-54	Has been the leading station among the Bay Area Hispanics since 1975. At 6p and 11p, the station broadcast the market's exclusive Spanish-language local daily news, Noticias 14. KDTV is also home to the most popular novelas, the biggest Latin music concerts & awards shows, and the fan-favorite soccer teams.

Print Media

Contractor shall assist SCWMA with print media design and publication. Contractor will work with SCWMA staff to consider the best allocation of Spanish print media advertisement. Potential print media sources are included in the following list:

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

Social Media and Hotline

At the staff's direction, Contractor will translate social media postings as they are scheduled.

Contractor shall continue to answer the Eco-Desk Spanish hotline. The number shall be promoted in radio and print advertising and mentioned frequently on *Nuestra Tierra* and in interviews on other stations. Contractor shall use a web-based service that allows calls to be routed to a cellphone carried by bilingual staff. The system records data so that after-hours calls can be returned even if no voicemail is left.

Person to Person Outreach

Contractor shall attend a minimum of 12 events throughout the year, such as Mexican Independence Day and Cinco de Mayo, to more local events such as the Binational Health Fairs that

take place in communities throughout the county each fall. In some cases, Contractor is able to share these costs with other agencies Contractor represents, allowing the budget to go further. Contractor will give SCWMA advance notice of any shared-representation arrangements. SCWMA reserves the right to decline sharing and to be represented as a singular representation by Contractor.

Contractor shall regularly participate in meetings and activities with organizations such as **Vision y Compromiso, Latino Service Providers, Los Cien** and the Hispanic Chamber of Commerce Contractor will bring SCWMA printed materials to share at meetings and offer information to those attending. To the extent possible, Contractor shall pro-rate shared activities with other clients. Contractor will give SCWMA advance notice of any shared-representation arrangements. SCWMA reserves the right to decline sharing and to be represented as a singular representation by Contractor.

Contractor will collaborate with SCWMA staff to determine which of the following events will be attended both on a one-time and throughout the term of this agreement:

Event Name	City	Date of Event	Description of Event	Projected Attendance	Pro-rated?
Día de Los Reyes Celebration	Santa Rosa	January 5, 2014	This is an event put together by all local Spanish language radio stations. Takes place in Roseland Elementary. During this event they provide toys to more than 1,000 kids. People are outreached while they wait in line 4:00PM-7:00PM	1,000+	
Cinco de Mayo Celebration Roseland	Santa Rosa	May	One of the biggest events in Roseland area and in Santa Rosa. It gathers more than 10,000 people. Entertainment, food and a family environment. Festival runs 3:00PM-9:00PM.	10,000	
Annual 5 de Mayo Family Celebration	Sonoma	May	Although this is a Cinco de Mayo celebration that is smaller in scale compared to the Cinco de Mayo Fiesta in Roseland, it provides an opportunity to Sonoma Valley residents to partake in the celebration. This event takes place at EL Verano School in Sonoma. 5:00PM-8PM	500+	Pro-rated
La Guelaguetza Sonoma County	Santa Rosa	July 16, 2013	SUNDAY, July 16, 2017 10:30am – 6:30pm Event to be held at Luther Burbank for the Arts (50 Mark West Springs Rd. Santa Rosa, CA. 95403	1,000	
Mexican Independence Day Celebration	Santa Rosa	September 16, 2013	Fiesta de Independencia at the Luther Burbank Center for the Arts. This event includes culturally themed games, food and family fun. More than 50 other community organizations participate in this popular event 1PM-6PM.	1,500+	
Health and Safety Fair	Santa Rosa	September	Takes place at Roseland Plaza. This event is organized and sponsored by the DMV, Kaiser and the CHP. Radio Lazer is the media sponsor. 12PM-4PM	1,000+	
Sonoma Valley Binational Health Week	Sonoma	October 21, 2017	A yearly event that takes place during the Binational Health Week Celebration in California and Mexico. Different community clinics get together and provide services (screenings etc.) to minority groups and the underserved community. Other organizations participate in this event promoting the different programs and resources in their community. Community Health Center 19270 Sonoma Hwy, Sonoma. 10:00PM-2:00PM	500+	Pro-rated
Binational Health Week Santa Rosa	Santa Rosa	October	A yearly event that takes place during the Binational Health Week Celebration in California and Mexico. Different community clinics get together and provide services (screenings etc.) to minority groups and the underserved community. Other organizations participate in this event promoting the different programs and resources in their community. Catholic Church Resurrection Parish in Santa Rosa. 1:00Pm-5:00PM	300+	Pro-rated
Día de los Muertos Petaluma and Binational Health Week	Petaluma	October	This event is part of the Binational Health week celebrations in Sonoma County. It coincides with Day of the Dead event, so this is a double celebration St. Vincent's Church. 12:00PM-4:00PM	1,000+	
End of the Harvest Fair/Binational Health Week Sonoma County	Santa Rosa	November	Yearly event put together by CHDC. The Mexican Consulate of San Francisco expedites Matriculas (ID's) and offers other services to the Mexican Community in the North Bay. The event brings several community organizations to promote their services and resources with event goers. Takes place at Luther Burbank Center for the Arts. 11AM-3PM	2,000+	

Assist Agency Staff with Spanish Outreach

Contractor shall assist SCWMA staff with special projects beyond the scope of this contract. Contractor has budgeted time for planning such projects including outreach and translation

services on special topics such as safe disposal of various materials, and assisting businesses in compliance with regulations.

Note: Translation, editing and final drafting of the Spanish Recycling Guide is not included in this proposal. Contractor will invoice these services via Purchase Order.

Each winter for many years Contractor has visited Latino businesses throughout the County. Contractor offers copies of the Spanish Recycling Guide, answers any questions they might have about recycling, hazardous waste and related topics, and provides them with a stack of pocket calendars for the coming year which they can offer to their customers. The calendars have the Eco-Desk website and Spanish hotline number printed on the reverse side. During these visits, we update a database of Latino businesses which we provide to the SCWMA. This is also an opportunity to address any specific issues as desired by SCWMA staff, such as the plastic bag ban, organics management, battery and fluorescent tube recycling, etc.

SCWMA staff may call on us for small translation tasks which can generally be turned around very quickly. Time is budgeted for this.

Reporting and Administration

In addition to brief reports we create for each event, radio interview and *Nuestra Tierra* radio program, Contractor shall provide SCWMA with lists of events and other outreach activities on a monthly basis. Reports to include, as appropriate: number of people in attendance, topics discussed, number of people engaged at the booth, number of items given away, and comments from the public. Contractor shall attend meetings with SCWMA staff and SCWMA Board of Directors meetings, as requested by SCWMA staff.

Budget

The budget - includes time and expenses to accomplish the tasks described on a yearly basis. Professional time is billed at \$100 per hour, outreach and clerical time at \$50 per hour. Mileage is billed at the State of California approved rate, currently \$0.54/ mile. Copies are billed at \$0.10 for black and white, \$0.50 for color. Pass-through costs are passed through without markup except for a \$5 administrative fee for each payment.

RESOLUTION NO.:

DATED: June 21, 2017

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("SCWMA")
AUTHORIZING AN AGREEMENT WITH SOLUNA OUTREACH SOLUTIONS ("CONTRACTOR") FOR
PROFESSIONAL SERVICES FOR SPANISH LANGUAGE OUTREACH PROGRAM SERVICES

WHEREAS, Contractor represents to SCWMA that it is a duly qualified firm experienced in Spanish language outreach and education; 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 Spanish Language Outreach programs.

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 Soluna Outreach Solutions.

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
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: **HHW**
Staff Contact: **Scott**
Agenda Date: **6/21/2017**
Approved By:

ITEM: Consideration of Agreement with Soluna Outreach Solutions for Oil Program Management

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board award Soluna Outreach Solutions with the Agreement for Oil Program Management from July 1, 2017 through June 30, 2020, with up to two annual extensions upon mutual agreement.

II. BACKGROUND

The SCWMA has held agreements with C² Alternative Services since 2003 to audit oil recycling centers and coordinate oil recycling publicity and outreach programs. C² Alternative Services has assisted SCWMA staff with accomplishing the goals of the Used Oil Recycling Program, which is currently funded under the Oil Payment Program (OPP) by the Department of Resources Recycling and Recovery (CalRecycle). The agreement with C² Alternative Services expires June 30, 2017.

Chris Carrieri and Connie Cloak, owners of C² Alternative Services, are semi-retiring and their key outreach employee, Hugo Mata, has started Soluna Outreach Solutions. Soluna Outreach Solutions will coordinate oil recycling publicity and outreach programs and will subcontract with C² Alternative Services for collection center auditing and reporting.

III. DISCUSSION

The Oil Program Management RFP was distributed on April 14, 2017. Only one proposal was received through this RFP process; that proposal was from Soluna Outreach Solutions. Soluna Outreach Solutions' proposal was evaluated by SCWMA staff and was determined to have met all requirements. Despite having only received one response to the RFP, staff believes Soluna Outreach Solutions has the experience and resources necessary to perform the work required through this agreement. Projects covered by the Scope of Services include assisting and auditing used oil collection centers; community outreach and education through events, presentations, and special projects; and administrative tasks and state reporting assistance.

To avoid gaps in service, staff suggests awarding the Oil Program Management Agreement to Soluna Outreach Solutions with an effective date of July 1, 2017.

IV. FUNDING IMPACT

Soluna Outreach Solutions' proposed budget is a fixed \$70,000 each Fiscal Year. Since 2012, \$65,000 was allocated to the oil contractor for this Agreement through the Household Hazardous Waste Professional Services budget. Staff believes an increase of \$5,000 per year is justifiable.

The Agreement for Oil Program Management will be funded with OPP 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.

Since this Agreement is reliant on the OPP funds from CalRecycle which are allocated annually, the Contractor may only expend the budget for the then-current fiscal year (July 1 to June 30), regardless of the total value of the Agreement.

V. ATTACHMENTS

Agreement with Soluna Outreach Solutions for Oil Program Management
Exhibit A - Scope of Services
Soluna Outreach Solutions Contract Resolution

AGREEMENT WITH SOLUNA OUTREACH SOLUTIONS FOR OIL PROGRAM MANAGEMENT

This agreement ("Agreement"), dated as of June 21, 2017 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "SCWMA"), and Soluna Outreach Solutions, LLC (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in Used Motor Oil and Filter Program Management 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 manage the oil program and related outreach.

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

A G R E E M E N T

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time SCWMA, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from SCWMA.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCWMA to be key personnel whose services are a material inducement to SCWMA to enter into this Agreement, and without whose services SCWMA would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCWMA.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- d. In the event that Contractor assigns subcontractors to perform services under this Agreement, Contractor shall maintain written agreements with subcontractors for the duration of the term of this agreement. Contractor shall provide SCWMA with copies of such agreements within ten (10) days of execution of this agreement.

2. Payment. Contractor shall invoice SCWMA on a monthly basis for all services and incidental costs required hereunder not to exceed seventy thousand dollars (\$70,000) per fiscal year. Since this Agreement is reliant on the Oil Payment Program Funds from the Department of Resources Recycling and Recovery which are allocated annually, Contractor may only expend the budget for the then-current fiscal year regardless of the total value of this Agreement. The fiscal year for SCWMA is from July 1 to June 30.

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

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

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

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

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

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

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

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

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

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

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

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

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

above-required coverages, limits, and endorsements on file with the SCWMA for the duration of this Agreement.

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

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

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

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

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. Contractor agrees to indemnify and hold SCWMA harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case SCWMA is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish SCWMA with proof of payment of taxes on these earnings.

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

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

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

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

9.8 Assignment Of Rights. Contractor assigns to SCWMA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to SCWMA in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCWMA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCWMA. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCWMA.

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the

performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

"Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits SCWMA's right to terminate this Agreement pursuant to Article 4.

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

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

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

CONTRACTOR: Soluna Outreach Solutions
Attention: Hugo Mata
PO Box 14625
Santa Rosa, CA 95404
Phone: (707) 494-1699

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

addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and SCWMA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and SCWMA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of

Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

SCWMA: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, SCWMA

APPROVED AS TO FORM FOR SCWMA:

By: _____
SCWMA Counsel

EXHIBIT A

SCOPE OF SERVICES

Contractor's plan is organized into three sections which correspond with the reporting categories in the annual CalRecycle OPP report.

The narrative below corresponds to the items in the attached budget spreadsheet.

I. Used Oil Collection Center Visits and Assistance

This section includes two yearly tasks which are billed as lump-sum increments, plus professional time to assist collections centers to ensure compliance with CalRecycle requirements.

A. DIYer Perspective: visits to Collection Centers by 'secret shoppers.'

Contractor will recruit and train volunteers from the Redwood Empire Classic Chevy Club (or similar organization if necessary) to visit all of the sites listed in the Recycling Guide including certified and non-certified businesses and the government-operated sites (Central Landfill/HHW facility, transfer stations, and city facilities). Contractor will pay the Club a stipend for each location.

Contractor will provide written instructions to the Club members and individual data forms preprinted with the location names, addresses, phone numbers and operating hours. Data requested on the forms will be agreed to by SCWMA staff and will include visibility of signs, acceptance of used oil and filters, and evaluation on a scale of 1-5 on whether the collection center staff were knowledgeable about the program, friendly and prompt. There is also room for comments and observations by the volunteers. Other questions may be included to address priority issues in any given year. Data from the completed forms will be entered into a spreadsheet and a summary report prepared. These visits will take place in January- February each year, and the report will be submitted by March 31.

B. Collection Center Site Visits

Contractor will visit each of the businesses participating in the program, including those certified by CalRecycle and uncertified. Contractor will update (with approval from SCWMA staff) and provide the "Collection Center Basics" flier to each location, as well as Recycling Guides and other SCWMA materials as desired, and other CalRecycle materials from the CCC Operators Guide as needed.

For each location, Contractor will complete the CalRecycle site visit form. Contractor will also provide on-the-spot assistance as needed including providing signage (CalRecycle oil and filter recycling signs, no dumping signs, and tank labels instructing staff to avoid accepting contaminated oil.) When necessary to address immediate issues or to obtain data not available from store staff present during the visit, Contractor will follow up with phone calls to managers, including corporate offices as needed.

Contractor will also obtain quantity data on used oil and filters accepted for recycling, using a combination of manager estimates, reported number of hauls of filter drums, and logs where

available, to augment the CalRecycle claims data. The claims data is most useful for the auto parts chains AutoZone and O'Reilly which receive only DIYer oil and report routinely each quarter. For oil at other locations and for all filter data, the other methods are needed.

All of the data will be entered into spreadsheets and a summary report prepared. The quantity data will be totaled for certified and non-certified collection centers as these categories are needed for the annual CalRecycle report. These visits will take place in April-June each year, and the report will be submitted by June 30.

C. Assist Collection Center Businesses

Contractor will work with collection center managers to resolve questions, issues, and problems. Twenty hours of time per year on an as-needed basis has been budgeted. This reflects the approximate level of staffing devoted to this task in recent years. Examples may include responding to requests for assistance with applying for the incentive claim, recertifying, CalRecycle compliance, or with issues such as illegal dumping; working with SCWMA staff on special projects such as arranging for equipment or signage at transfer stations, marinas or other collection locations; recruiting new collection centers as needed to fill gaps or as desired by staff; researching and responding to emerging issues such as the filter cartridge and DTSC filter rules currently impacting programs; liaising with the Conservation Corps North Bay when needed and appropriate to assist collection centers.

II. Publicity and Education

This section comprises the majority of the budget. Each of the tasks are budgeted at levels reflecting those of recent years. Time and expenses may vary from year to year among these tasks as activities, opportunities and priorities change.

A. Media

Contractor may assist staff with media buys in English and Spanish media; media placement including arranging interviews and seeking print articles. Media buys and other expenses such as art costs are to be paid by SCWMA.

B. Outreach Events

Time is budgeted for researching, planning and scheduling events throughout the year and in all parts of Sonoma County; setting up, conducting outreach, and taking down displays; and monthly reports detailing each event. Contractor staff are bilingual and conversant in all SCWMA programs as well as the used oil recycling program. Expenses include travel to events, parking and incidentals. Pass-through costs include event registrations, display equipment and materials, storage for materials, and some giveaways. Additional giveaways, particularly oil and filter recycling containers, may be requested of staff as needed. Some event outreach expenses may be pro-rated from time to time with other clients, allowing the budget to go farther. The following two-page tentative list provides a good overview of community events Contractor suggests that help in engaging the Latino as well as general do-it-yourselfer audiences in Sonoma County. Specific events will be chosen based on current information as event dates often change, and on available budget. As noted, some event costs may be pro-rated with other clients.

Event Name	City	Date of Event	Description of Event	Projected Attendance	Pro-rated?
Steelhead Festival	Geyserville	February	Annual festival organized by Friends of Lake Sonoma and Water Agency. A day of learning about the Russian River Watershed, nature etc. 8:00 and 10:00AM-4:00PM	5,000+	
Citrus Fair	Cloverdale	February	Yearly four day event. We cover most shifts as requested by SCWMA. Event takes place 12:00PM-8:00pm	10,000+	
Tribal Day	San Rosa	March	Yearly event at Bayer Farm and Park. It is a community event that takes place at the newly built park and attracts people from Santa Rosa and surrounding areas to a family event with food, games and educational programs. 9AM-12PM.	200+	Pro-rated
Maria Carrillo High School Car Show	San Rosa	April	Maria Carrillo High School Car Show. More than 100 cars show at this event that attracts a lot of classic car admirers. 10:00AM-2:PM.	500+	
Roseland Creek Elementary Career Fair in Santa Rosa	Santa Rosa	April	This a yearly event that attracts the students and faculty. Almost all students have the opportunity to stop by our booth and take information home.	1,000	
Kawana Elementary Día del Niño Celebration	Santa Rosa	April	Kawana Elementary, Taylor Mountain School and Sonoma Academy collaborate and put together a community event to celebrate the kids. 11AM-4PM	500+	Pro-rated
Santa Rosa Earth Day	Santa Rosa	April	This family event celebrates the anniversary of Earth Day as well as inspire awareness and protection of our environment. Takes place at Town Square. 12:00PM- 4:00PM	2,000+	
Windsor Earth Day and Wellness Festival 2017	Windsor	May	This is the yearly Earth Day Festival that takes place at the Town Green Plaza and attracts a good number of people. Takes place at Windsor Town green. 10:00AM - 2:00PM	500+	Pro-rated
Santa Rosa Downtown Market	Santa Rosa	May	Event takes place at the Courthouse Square Street. We cover four Wednesdays in May before Sonoma-Marin Fair. It is the most visited downtown Market in the North Bay. 5:00PM-8:30PM.	2,000	
Windsor Cultural Festival and Cinco de Mayo	Windsor	May	Produced by the Town of Windsor and Community Action Partnership. This Celebration gathers many community organizations to promote their services and resources to outreach the community that come to celebrate the Cinco de Mayo Festival. 12:00PM-3:00PM	500+	Pro-rated
SRJC 2017 Day Under the Oaks	Santa Rosa	May	A yearly event with different themes. This year's theme was "Our Diverse Community." Most of the audience are Santa Rosa Junior College students 10:00AM-4:00PM	500+	
Annual Small Business Showcase	Santa Rosa	May	The event is organized by Community Action Partnership at the Wells Fargo Center for the Arts. It showcases many local businesses and their services. Other organizations are invited to participate as well. 11:00AM-3:00PM	500	
Water Expo during the Wednesday Night Market	Santa Rosa	May	This is a yearly event organized by the City of Santa Rosa. A whole section of the Market is dedicated to promoting programs related to water. 4:00PM-8:30PM	2,000	
Rancho Feliz Family Resource Fair and Barbeque	Rohnert Park	June	A now yearly event organized by manager at Rancho Feliz Home Park to his residents and open to the public in general. 10:30AM – 12:30PM	100+	
Sonoma-Marin County Fair	Petaluma	June	Yearly five day event. We cover most shifts as requested by SCWMA. Booth is staffed 12:00PM-10:00pm	20,000-40,000	
Sonoma County Fair	Santa Rosa	August 3-10, 2017	Yearly two week event. We cover most shifts as requested by SCWMA. Booth is staffed 11:00PM-10:00pm	250,000+	
Back to School Health Fair	Sonoma	August 12, 2013	Back to school event promotes a day where parents and kids can get together and celebrate before going back to school. Lots of community agencies participate this event. 10:00AM-2:00PM	400+	
Annual Cloverdale Car and Motorcycle Show	Cloverdale	September 9, 2013	Yearly event that attracts vintage cars and motorcycle lovers and the community in general. Downtown Cloverdale 10:00 AM - 3:00 PM	2000+	
Family Fun Day 2017!	Santa Rosa	September	This event takes place at the Laguna Treatment Plant. Invites other local agencies promoting their resources. The public in general is invited. 11:00 PM-3:00PM	200+	
Health and Wellness Fair	Rohnert Park	September	This is now a yearly event that takes place during the Binational Health Week Celebration in California and Mexico. Different community clinics get together and provide services (screenings etc.) to minority groups and underserved community. Other organizations participate in this event prompting the different programs and resources in their community. Takes place at Rohnert Park St. Peters Catholic Church Community Room. 1:PM-2PM	200+	Pro-rated
Saint John Healdsburg	Healdsburg	October	A yearly event that takes place during the Binational Health Week Celebration in California and Mexico. Different community clinics get together and provide services (screenings etc.) to minority groups and underserved community. Other organizations participate in this event prompting the different programs and resources in their community. St John's the Baptist Catholic Church Gymnasium. 2:00PM-6:00PM	250+	Pro-rated
LumaFest at Petaluma SRJC	Petaluma	October	LumaFest is a yearly event at the Santa Rosa Junior College, Petaluma Campus. It attracts mostly students, but it is open to the public in general as it provides community resources from different agencies that participate in the event. 11:00AM-4:00PM	250+	
Windsor Binational Health Week	Windsor	October	A yearly event put together by CHDC and other health providers in the county. It is an initiative between California and Mexico to provide health services to low income families and field workers. Takes place in different areas of the county. 1:00PM-5:00PM	200+	Pro-rated

C. DMV Outreach

Contractor's bilingual staff sets up a small display outside the Santa Rosa or Petaluma offices of the Department of Motor Vehicles to engage patrons and answer questions as they are waiting in line to do business. Shifts are generally 3-4 hours on weekday mornings.

D. Community Presentations

These are opportunities to engage groups of people in more in-depth discussions about proper recycling of used motor oil and related issues. Conducted by Contractor's bilingual staff, these include both English-language and Spanish-language groups. Examples may include Labor Centers, various programs for parents of school children, and auto shop classes. A calendar of presentations will be provided to SCWMA staff as presentations are confirmed.

Presentations at Pasitos and Headstart programs are managed by Community Action Partnership (CAP). These are two school readiness programs where the parents are included as part of their kids learning. During the months of January and February, the teachers schedule community presentations and they invite Contractor to present information on the recycling programs in Sonoma County. These programs have sites in almost all the cities in Sonoma County. Depending on scheduling, Contractor might perform one to four presentations per day. Sometime these presentations will take place in classrooms in two different cities. The number of parents that attend these presentations range between 10 and 30.

Presentations at labor centers can be scheduled months in advance. To the extent that the labor centers have availability, Contractor will visit the day labor centers in Sonoma County every other month. There are three centers in Sonoma County; Graton, Healdsburg, and Fulton. Although most of the presentations are conducted in Spanish, sometimes these become bilingual presentations to groups of 20-40 laborers.

E. Liaison with Regional Programs

The SCWMA has a long history of creative collaboration with other agencies to achieve related goals and Contractor will continue to support collaborative projects as requested. Recent examples are Regional Parks programs including the annual Water Bark (where Contractor has displayed a special banner promoting oil recycling to protect water quality) the Natural Leaders program working with at-risk youth at Comstock Middle School; and the Water Safety program where Regional Parks staff include the oil recycling/ water quality message while promoting water safety and life jackets on the Russian River. In past years, Contractor has also assisted Sonoma County cities with storm water outreach such as storm drain labeling and development of the Car Care brochure in collaboration with the City of Santa Rosa. Other collaborative opportunities exist with agencies such as the Russian River Watershed Association and the Sonoma County Water Agency. Specific projects may be developed in response to emerging needs, opportunities, and/or direction by SCWMA staff.

F. English as Second Language Lesson "the Family Car"

This program targets adult English learners through local ESL teachers, primarily through the Santa Rosa Junior College non-credit ESL program. Each year Contractor will update the student lesson,

incorporating the current used oil pages from the Recycling Guide. Contractor will also keep the teacher packet updated with any changes. Contractor will provide all the materials to the teachers including copies of the student book, 'realia' (a box of items including drain pan, filter, oil container, plastic jug, etc.), power point and overhead transparencies, and bingo game supplies. Contractor will pay the teachers a stipend for completing the class record form documenting the lesson, and invoice based on these completed forms. All costs including a summary report at the end of each fiscal year are included in the unit price.

G. Special Projects Targeting DIYer Populations

Examples may include development of web based and social media outreach, outreach to marinas including maintaining the stock of oil absorbents at Lake Sonoma and Spud Point (absorbents to be provided by SCWMA), outreach to multifamily and mobile home park residents, and to native American tribes, off-road vehicle enthusiasts or other possible targeted populations. Specific projects may be developed in response to emerging needs, opportunities, and/or direction by SCWMA staff. With changes in the solid waste/recycling hauler landscape in Sonoma County it may become feasible to promote curbside used oil recycling service as Contractor has done in past years. Though the last targeted mailing promoting curbside was in 2010, calls occasionally still come in to the dedicated phone number Contractor used as a hotline for that project. Contractor has budgeted the unit cost for these calls for this reason and as a placeholder for any future outreach of this type.

Other projects might include events and venues where a permanent banner promoting used motor oil and filter recycling can be placed. These venues include the Sonoma Raceway, Monster Truck Events that take place at Sonoma County Fairgrounds and Sonoma-Marin Fairgrounds. These banners might emphasize filter recycling to encourage people who already know where to take used oil to also take filters. This is because a broad "recycle oil and filters" message in this type of context may be ineffectual in changing behavior.

III. Administration and Meetings

This section includes costs categorized as Administration in the OPP annual report to CalRecycle.

A. Workshops and Meetings

Attendance at Household Hazardous Waste Information Exchanges, Used Oil/HHW Conferences, and other related CalRecycle workshops and meetings is an allowable expense under the OPP, and Contractor will attend as desired by staff and within the allocated budget. All attendances will be pro-rated with other clients represented at the events. In the event that SCWMA staff decide to host the HHWIE, Contractor would be available to assist. Time is also budgeted for attendance and presentations to the SCWMA Board if desired.

B. Assist SCWMA Staff as Needed with CalRecycle Reporting

Connie Cloak of subcontractor C²: Alternative Services will assist SCWMA staff with preparation of the CalRecycle OPP annual report and any other related tasks as needed.

C. Record keeping, Reports and Invoicing

All time logs, invoices, CalRecycle approvals, and other materials will be kept on file and available to SCWMA staff or state auditors upon request. Each invoice will be organized by the three sections corresponding to CalRecycle reporting categories, with a brief description of the work performed.

RESOLUTION NO.:

DATED: June 21, 2017

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("SCWMA")
AUTHORIZING AN AGREEMENT WITH SOLUNA OUTREACH SOLUTIONS ("CONTRACTOR") FOR
PROFESSIONAL SERVICES FOR OIL PROGRAM MANAGEMENT

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

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

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

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 #: **8**
Cost Center: **Wood/Yard**
Staff Contact: **Carter**
Agenda Date: **6/21/2017**
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 current agreement with UCCE expires 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 June 21, 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 to perform work hereunder. In the event that at any time SCWMA, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from SCWMA.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCWMA to be key personnel whose services are a material inducement to SCWMA to enter into this Agreement, and without whose services SCWMA would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCWMA.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. Contractor shall 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 such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 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. SCWMA, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, SCWMA may purchase such required insurance coverage, and without further notice to Contractor, SCWMA may deduct from sums due to Contractor any premium costs advanced by SCWMA for such insurance. These remedies shall be in addition to any other remedies available to SCWMA.

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

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

9. Representations of Contractor.

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

9.2 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. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30)

days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits SCWMA's right to terminate this Agreement pursuant to Article 4.

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

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

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

CONTRACTOR: Name

Attention:

Address:

City, State Zip

Phone:

Fax:

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



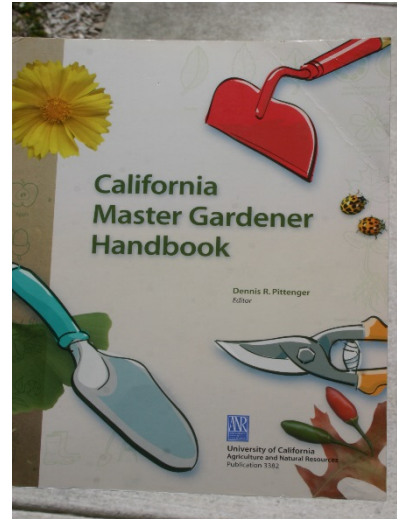
Composting workshop at Bayer Farm in Santa Rosa, June 2016

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: June 21, 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