

Meeting of the Board of Directors

May 20, 2021 REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

Virtual Meeting via Zoom

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

Or Telephone: +1 669 900 9128

Webinar ID: 922 4885 5470

Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

May 20, 2021

REGULAR MEETING

Regular Session begins at 9:00 a.m.

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Note: This packet is 161 pages total



Zero Waste Sonoma

Meeting of the Board of Directors

May 20, 2021 REGULAR MEETING

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

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

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

Virtual Meeting via Zoom

 $\frac{https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNUliWVh5Wk5SSzVyWWdWb}{ndjdz09}$

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PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-2722 by 5:00 pm Wednesday, May 19th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

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



<u>Agenda</u>

<u>Item</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 April 15, 2021 Regular Meeting
- 4.2 April, May, and June 2021 Outreach Calendar
- 4.3 ZWS FY 2020/21 Third Quarter Financial Report
- 4.4 Discussion and Action on Organics Disposal Agreements

Regular Calendar

- 5. Approval of Amendments to Agreements with Soluna Outreach Solutions [Scott]
- 6. Approval of Agreement with Citizen Communications, dba Recyclist, for Software to Implement SB 1383 Requirements [Tan]
- 7. Boardmember Comments NO ACTION
- 8. Executive Director Report VERBAL REPORT
- 9. Staff Comments NO ACTION
- 10. Next ZWS meeting: June 17, 2021
- 11. Adjourn

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

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

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

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

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



To: Zero Waste Sonoma Board Members

From: Leslie Lukacs, Executive Director

Subject: May 20, 2021 Board Meeting Agenda Notes

Consent Calendar:

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

- 4.1 Minutes of the April 15, 2021 Meeting
- 4.2 April, May, and June 2021 Outreach Calendar
- 4.3 ZWS FY 2020/21 Third Quarter Financial Report
- 4.4 Discussion and Action on Organics Disposal Agreements

Regular Calendar

5 Approval of Amendments to Agreements with Soluna Outreach Solutions:

In 2017, Soluna Outreach Solutions received the Oil Program Management contract and the Spanish Language Outreach Contract. Both agreements allows for extensions and allows the ZWS Executive Director to authorize the extension. Information will be shared on extending both agreements as permitted by the original agreement.

Recommended Action: Staff recommends the Board approve the Soluna Outreach Solutions Agreement Amendments.

Approval of Agreement with Citizen Communications, dba Recyclist, for Software to Implement SB 1383 Requirements:

The Recyclist's Program Tracker subscription was not renewed last year during the COVID emergency due to the anticipated decrease in disposal tonnage and associated decrease in Agency revenue. With the restoration of a normal budget, staff proposed renewing the Recyclist's Program Tracker subscription. Information will be shared on the value and importance of the Recyclist's Program Tracker software.

Recommended Action: Staff recommends that the Board approve the three-year contract with Citizen Communications, dba Recyclist, for use of their Program Tracker software.



Minutes of the April 15, 2021 Meeting

Zero Waste Sonoma met on April 15, 2021, via Zoom to hold a virtual board meeting.

Board Members Present:

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

Staff Present:

Executive Director: Leslie Lukacs

Counsel: Ethan Walsh

Staff: Xinci Tan, Sloane Pagal, Thora Collard, Courtney Scott

Agency Clerk: Janel Perry

1. Call to Order Regular Meeting

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

2. Agenda Approval

3. Public Comments (items not on the agenda)

None.

4. Consent (w/attachments)

- 4.1 Minutes of the March 18, 2021 Regular Meeting
- 4.2 Minutes of the March 30, 2021 Special Meeting
- 4.3 March, April, May 2021 Outreach Calendar
- 4.4 Approval of First Amendment to Agreement for E-Waste Handling,

Transportation, and Recycling Services

Action Items:

None

Public Comments:

None

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

First: City of Cotati - Susan Harvey

April 15, 2021 - SCWMA Meeting Minutes

Second: City of Santa Rosa – John Sawyer

Vote Count:

City of Santa Rosa A	YΕ
City of Sebastopol A	YΕ
City of Sonoma A	YΕ
County of Sonoma A	YΕ
Town of Windsor A	YΕ
	City of Sebastopol A City of Sonoma A County of Sonoma A

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0- **Motion passed.**

Regular Calendar

1. Gold Resolution Recognizing Karina Chilcott [Lukacs]

Board Comments/Action Items:

Comments were received by staff and board members

Public Comments:

Comments were received by the public.

Motion: To approve the Gold Resolution recognizing Karina Chilcott

First: City of Petaluma – Patrick Carter Second: City of Cotati - Susan Harvey

Vote Count:

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

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0- **Motion passed.**

2. Discussion and Possible Action on FY 21/22 Final Budget [Collard]

Board Comments/Action Items:

- Be cautious of considering of one-time funds as long-term solutions
- Have an understanding that we cannot proceed with goal of a new Household Hazardous
 Waste Facility with proposed budget due to fee cap

Public Comments:

Sam Salmon commented on a North County Hazardous Waste Facility

Motion: To approve the proposed FY 21/22 Final Budget, option A.

First: City of Santa Rosa – John Sawyer **Second:** County of Sonoma – Susan Gorin

April 15, 2021 - SCWMA Meeting Minutes

Vote Count:

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

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0- **Motion passed.**

John Sawyer left at 9:43 am.

- 5. Boardmember Comments NO ACTION None
- **6. Executive Director Report** NO ACTION Executive Director presented report.
- 7. Staff Comments NO ACTION None
- **8.** Next SCWMA meeting: May 20, 2021
- **9. Adjourn:** 9:53 am

Submitted by: Janel Perry



Agenda Item #: 4.2

Agenda Date: **5/20/2021**

ITEM: April, May, and June 2021 Outreach Calendar

April 2021 OUTREACH

Start date	End date	Start time	End time	Event	City
4/6/2021	4/6/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Sebastopol)	Sebastopol
4/6/2021	4/6/2021	4:00 PM	5:00 PM	Presentation at Head Start: Doyle Park and Cook	Santa Rosa
4/7/2021	4/7/2021	4:00 PM	5:00 PM	Presentation at Head Start: Cloverdale HS and Windsor HS	Countywide
4/8/2021	4/8/2021	1:30 PM	3:00 PM	Participated in the AB 939 LTF Meeting	Countywide
4/8/2021	4/8/2021	4:00 PM	5:00 PM	Presentation at Head Start: All Early Head Start Infant, Toddler and Prenatal Home	Santa Rosa
4/9/2021	4/11/2021	9:00 AM	5:00 PM	E-Waste Recycling Event (Sonoma)	Sonoma
4/10/2021	4/10/2021	9:00 AM	5:00 PM	Mattress Recycling Event (Sonoma)	Sonoma
4/12/2021	4/12/2021	11:00 AM	12:00 PM	Cesar Chavez Language Academy, Santa Rosa	Santa Rosa
4/13/2021	4/13/2021	4:00 PM	5:00 PM	HS Barbara Daniels Love, MLK and Lincoln	Santa Rosa
4/13/2021	4/13/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa, E)	Santa Rosa
4/14/2021	4/14/2021	4:00 PM	5:00 PM	HS Sonoma, Petaluma and Rohnert Park	Rohnert Park
4/14/2021	4/14/2021	10:00 AM	11:00 AM	Cesar Chavez Language Academy, Santa Rosa	Santa Rosa
4/15/2021	4/15/2021	11:00 AM	12:00 PM	Cesar Chavez Language Academy, Santa Rosa	Santa Rosa
4/15/2021	4/15/2021	4:00 PM	5:00 PM	HS JX Wilson, RL Stevens and Ridgeway	Santa Rosa
4/16/2021	4/16/2021	1:00 PM	2:00 PM	Cesar Chavez Language Academy, Santa Rosa	Santa Rosa

Start date	End date	Start time	End time	Event	City
4/20/2021	4/20/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Sonoma)	Sonoma
4/20/2021	4/20/2021	3:00 PM	4:00 PM	Presentation to parent group for AVANCE	Unincorporated area
4/21/2021	4/21/2021	3:00 PM	4:00 PM	Presentation to parent group for AVANCE	Unincorporated area
4/22/2021	4/22/2021	3:00 PM	4:00 PM	Presentation to parent group for AVANCE	Unincorporated area
4/23/2021	4/23/2021	3:00 PM	4:00 PM	Presentation to parent group for AVANCE	Unincorporated area
4/23/2021	4/25/2021	9:00 AM	5:00 PM	E-Waste Recycling Event (Monte Rio)	Unincorporated area
4/24/2021	4/24/2021	9:00 AM	5:00 PM	Mattress Recycling Event (Monte Rio)	Unincorporated area
4/25/2021	4/25/2021	9:00 AM	5:00 PM	Treated Wood Waste Collection Event	Santa Rosa
4/27/2021	4/27/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Cloverdale)	Cloverdale

May 2021 OUTREACH

Start date	End date	Start time	End time	Event	City
5/4/2021	5/4/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Guerneville)	Unincorporated area
5/5/2021	5/5/2021	12:30 PM	2:00 PM	CalRecycle HHW Conference E-Waste Presentation (Courtney)	State
5/6/2021	5/6/2021	10:00 AM	11:30 AM	CalRecycle HHW Conference TWW Presentation (Courtney)	State
5/11/2021	5/11/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Larkfield)	Unincorporated area
5/14/2021	5/16/2021	9:00 AM	5:00 PM	E-Waste Recycling Event (Healdsburg)	Healdsburg
5/15/2021	5/15/2021	9:00 AM	5:00 PM	Mattress Recycling Event (Healdsburg)	Healdsburg
5/18/2021	5/18/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Rohnert Park)	Rohnert Park
5/25/2021	5/25/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Oakmont)	Santa Rosa

June 2021 OUTREACH

Start date	End date	Start time	End time	Event	City
6/1/2021	6/1/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Sonoma)	Sonoma
6/8/2021	6/8/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Healdsburg)	Healdsburg
6/15/2021	6/15/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa, W)	Santa Rosa
6/18/2021	6/20/2021	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)	Santa Rosa
6/22/2021	6/22/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Bodega Bay)	Unincorporated area
6/29/2021	6/29/2021	4:00 PM	8:00 PM	Household Hazardous Waste Event (Petaluma)	Petaluma



Agenda Item #: 4.3
Cost Center: All
Staff Contact: Collard
Agenda Date: 5/20/2021

Approved By: LL

ITEM: ZWS FY 2020/21 Third Quarter Financial Report

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2020/21 Third Quarter Financial Report on the Consent Calendar.

II. BACKGROUND

This report covers the Third Quarter of FY 20-21 (July 1, 2020 - March 31, 2021) in accordance with the requirement in the joint powers agreement the Sonoma County Waste Management Agency/Zero Waste Sonoma staff make quarterly reports to the Board of Directors of Agency operations and of all receipts to and disbursements from the ZWS.

III. DISCUSSION

The Third Quarter Financial Report uses information from the County accounting system, Enterprise Financial System (EFS), for expenditures and revenues. The FY 2020-21 Third Quarter Financial Report contains the actual amounts spent or received to date at the end of the quarter, the projected revenues and expenses, the adjusted budget, and the difference between the budget and the projections.

Actual revenues are lower than budget predictions in the report as the revenue from the County of Sonoma (tipping fees and ZWS surcharge) were three months behind, whereas they normally run approximately two months behind.

The budget adjustment approved by the board at the March 18, 2021 meeting is not reflected in this reporting period. With those adjustments, all expenditures are projected to be within budget.

IV. ATTACHMENTS

Third Quarter Financial Report FY 2020-21 Revenue and Expenditure Summary

66110300 SCWMA - Organics Reserve

Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	22,307.00	22,307.00	17,958.91	4,348.09	19.49%
44050	Unrealized Gains and Losses	0.00	0.00	(13,292.40)	13,292.40	0.00%
All Revenues		22,307.00	22,307.00	4,666.51	17,640.49	79.08%
51201	Administration Services	60,908.00	60,908.00	· ·		
51201	Administration Services	60,908.00	60,908.00	25,394.61	35,513.39	58.31%
51206	Accounting/Auditing Services	2,500.00	2,500.00	0.00	2,500.00	100.00%
51212	Outside Counsel - Legal Advice	35,000.00	35,000.00	11,025.00	23,975.00	68.50%
52111	Office Supplies	1,000.00	1,000.00	0.00	1,000.00	100.00%
All Expense/E	xpenditure Accts	99,408.00	99,408.00	36,419.61	62,988.39	63.36%
All Expense/E	xpenditure Accts	99,408.00	99,408.00	36,419.61	62,988.39	
All Revenues		22,307.00	22,307.00	4,666.51	17,640.49	
Net Cost		77,101.00	77,101.00	31,753.10	45,347.90	

66110900 SCWMA - Contingency Fund

66110900	SCWMA - Contingency Fund					
Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	18,485.00	18,485.00	9,239.87	9,245.13	50.01%
44050	Unrealized Gains and Losses	0.00	0.00	(11,205.62)	11,205.62	0.00%
All Revenues		18,485.00	18,485.00	(1,965.75)	20,450.75	110.63%
All Expense/E	xpenditure Accts					
E4004		00 5 40 00	00 5 40 00	0.00	00 5 40 00	400.000/

741 Expenses Expenditure 7 total						
51201	Administration Services	93,543.00	93,543.00	0.00	93,543.00	100.00%
51206	Accounting/Auditing Services	1,500.00	1,500.00	0.00	1,500.00	100.00%
51212	Outside Counsel - Legal Advice	2,000.00	2,000.00	1,504.50	495.50	24.78%
51803	Other Contract Services	0.00	94,751.00	3,612.50	91,138.50	96.19%
52111	Office Supplies	1,000.00	1,000.00	0.00	1,000.00	100.00%
52162	Special Department Expense	150,000.00	150,000.00	3,197.69	146,802.31	97.87%
All Expense/Expenditure Accts		248,043.00	342,794.00	8,314.69	334,479.31	97.57%

All Expense/Expenditure Accts	248,043.00	342,794.00	8,314.69	334,479.31	
All Revenues	18,485.00	18,485.00	(1,965.75)	20,450.75	
Net Cost	229,558.00	324,309.00	10,280.44	314,028.56	

66110400 SCWMA - HHW

66110400	SCWMA - HHW				B t. t	0/
Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues	2000,					
42358	State Other Funding	146,750.00	146,750.00	0.00	146,750.00	100.00%
42601	County of Sonoma	1,607,233.00	1,607,233.00	868,187.52	739,045.48	45.98%
44002	Interest on Pooled Cash	13,357.00		9,429.14	3,927.86	29.41%
44050	Unrealized Gains and Losses	0.00	0.00	(11,306.50)	11,306.50	0.00%
46029	Donations/Contributions	142,868.00	142,868.00	95,379.52	47,488.48	33.24%
46200	PY Revenue - Miscellaneous	0.00	0.00	5,198.28	(5,198.28)	0.00%
All Revenues		1,910,208.00	1,910,208.00	966,887.96	943,320.04	49.38%
All Expense/E	expenditure Accts					
51041	Insurance - Liability	7,392.00	7,392.00	7,676.86	(284.86)	-3.85%
51071	Maintenance - Bldg & Improve	5,000.00	5,000.00	2,241.00	2,759.00	55.18%
51201	Administration Services	436,118.00	436,118.00	243,779.41	192,338.59	44.10%
51205	Advertising/Marketing Svc	10,000.00	10,000.00	4,552.53	5,447.47	54.47%
51206	Accounting/Auditing Services	7,500.00	7,500.00	0.00	7,500.00	100.00%
51207	Client Accounting Services	12,355.00	12,355.00	0.00	12,355.00	100.00%
51212	Outside Counsel - Legal Advice	4,000.00	4,000.00	1,568.00	2,432.00	60.80%
51225	Training Services	800.00	800.00	0.00	800.00	100.00%
51229	Hazardous Waste Disposal Svc	28,000.00	28,000.00	12,645.94	15,354.06	54.84%
51249	Other Professional Services	146,750.00	146,750.00	58,394.60	88,355.40	60.21%
51401	Rents and Leases - Equipment	1,980.00	1,980.00	0.00	1,980.00	100.00%
51421	Rents and Leases - Bldg/Land	16,138.00		1,230.00	14,908.00	92.38%
51507	Special Departmental Expense	64,000.00		27,630.29	36,369.71	56.83%
51801	Other Services	0.00		343.02	(343.02)	0.00%
51803	Other Contract Services	1,125,000.00	1,125,000.00	192,363.28	932,636.72	82.90%
51901	Telecommunication Data Lines	489.00		326.08	162.92	33.32%
51902	Telecommunication Usage	156.00		4.56	151.44	97.08%
51904	ISD - Baseline Services	13,945.00		3,507.36	10,437.64	74.85%
51909	Telecommunication Wireless Svc	1,224.00		1,345.49	(121.49)	-9.93%
51911	Mail Services	100.00		2.40	97.60	97.60%
51916	County Services Chgs	15,920.00		15,920.03	(0.03)	0.00%
51922	County Car Expense	990.00		0.00	990.00	100.00%
52091	Memberships/Certifications	4,560.00	4,560.00	4,650.00	(90.00)	-1.97%
52111	Office Supplies	2,500.00		41.41	2,458.59	98.34%
52115	Books/Media/Subscriptions	611.00		0.00	611.00	100.00%
52162	Special Department Expense	950.00		0.00		100.00%
52163	Professional Development	0.00		1,093.33		0.00%
52191	Utilities Expense	4,500.00		1,742.89		0.6
	xpenditure Accts	1,910,978.00		581,058.48		69.59%
All Expense/F	expenditure Accts	1,910,978.00	1,910,978.00	581,058.48	1,329,919.52	
All Revenues		1,910,208.00		966,887.96		
Net Cost		770.00		(385,829.48)		

66111000	Education & Outreach					
Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	139,896.00	139,896.00	1,000.00	138,896.00	99.29%
42601	County of Sonoma	466,616.00	466,616.00	252,054.43	214,561.57	45.98%
44002	Interest on Pooled Cash	5,449.00	5,449.00	0.00	5,449.00	100.00%
44050	Unrealized Gains and Losses	0.00	0.00	(4,042.28)	4,042.28	0.00%
46029	Donations/Contributions	36,252.00	36,252.00	23,497.83	12,754.17	35.18%
All Revenues		648,213.00	648,213.00	272,509.98	375,703.02	57.96%
All Expense/E	xpenditure Accts					
51041	Insurance - Liability	2,520.00	2,520.00	2,617.11	(97.11)	-3.85%
51201	Administration Services	441,125.00	441,125.00	294,068.07	147,056.93	33.34%
51205	Advertising/Marketing Svc	0.00	0.00	499.39	(499.39)	0.00%
51206	Accounting/Auditing Services	4,000.00	4,000.00	0.00	4,000.00	100.00%
51207	Client Accounting Services	4,212.00	4,212.00	0.00	4,212.00	100.00%
51212	Outside Counsel - Legal Advice	15,000.00	15,000.00	7,906.60	7.093.40	47.29%
51225	Training Services	0.00	0.00	250.00	(250.00)	0.00%
51241	Outside Printing and Binding	3,000.00	3,000.00	0.00	3,000.00	100.00%
51249	Other Professional Services	122,688.00	122,688.00	108,671.48	14,016.52	11.42%
51401	Rents and Leases - Equipment	675.00	675.00	1,860.25	(1,185.25)	-175.59%
51421	Rents and Leases - Bldg/Land	2,979.00	2,979.00	2,160.00	819.00	27.49%
51801	Other Services	0.00	0.00	1,000.00	(1,000.00)	0.00%
51803	Other Contract Services	0.00	0.00	2,165.00	(2,165.00)	0.00%
51901	Telecommunication Data Lines	6,359.00	6,359.00	3,546.12	2,812.88	44.23%
51902	Telecommunication Usage	1,185.00	1,185.00	712.95	472.05	39.84%
51904	ISD - Baseline Services	12,663.00	12,663.00	12,499.43	163.57	1.29%
51905	ISD - Improvement Projects	0.00	0.00	257.97	(257.97)	0.00%
51906	ISD - Supplemental Projects	0.00	0.00	150.00	(150.00)	0.00%
51909	Telecommunication Wireless Svc	2,046.00	2,046.00	4,103.50	(2,057.50)	-100.56%
51911	Mail Services	500.00	500.00	0.00	500.00	100.00%
51916	County Services Chgs	5,427.00	5,427.00	5,427.03	(0.03)	0.00%
51922	County Car Expense	338.00	338.00	1,861.39	(1,523.39)	-450.71%
51923	Unclaimable county car exp	50.00	50.00	6.72	43.28	86.56%
52091	Memberships/Certifications	4,620.00	4,620.00	4,950.00	(330.00)	-7.14%
52111	Office Supplies	10,220.00	10,220.00	326.59	9,893.41	96.80%
52114	Freight/Postage	5,000.00	5,000.00	0.00	5,000.00	100.00%
52115	Books/Media/Subscriptions	208.00	208.00	3,843.66	(3,635.66)	-1747.91%
52118	Printing and Binding Supplies	3,400.00	3,400.00	1,542.33		54.64%
52162	Special Department Expense	324.00	324.00	0.00	324.00	100.00%
52163	Professional Development	320.00	320.00	265.00	55.00	17.19%
All Expense/E	xpenditure Accts	648,859.00	648,859.00	460,690.59	188,168.41	29.00%
All Ever /E	vmon diture. A coto	640.050.00	640.050.00	460 000 50	400 400 44	
All Expense/E	xpenditure Accts	648,859.00	648,859.00	460,690.59	188,168.41	

All Expense/Expenditure Accts	648,859.00	648,859.00	460,690.59	188,168.41	
All Revenues	648,213.00	648,213.00	272,509.98	375,703.02	
Net Cost	646.00	646.00	188,180.61	(187,534.61)	

66111100 Organics

66111100	Organics					
Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	25,000.00	25,000.00	0.00	25,000.00	100.00%
42601	County of Sonoma	5,410,935.00	5,410,935.00	3,315,791.64	2,095,143.36	38.72%
44002	Interest on Pooled Cash	13,357.00	13,357.00	0.00	13,357.00	100.00%
44050	Unrealized Gains and Losses	0.00	0.00	1,272.86	(1,272.86)	0.00%
All Revenues		5,449,292.00	5,449,292.00	3,317,064.50	2,132,227.50	39.13%
All Expense/E	xpenditure Accts					
51041	Insurance - Liability	1,288.00	1,288.00	1,337.63	(49.63)	-3.85%

51041	Insurance - Liability	1,288.00	1,288.00	1,337.63	(49.63)	-3.85%
51201	Administration Services	150,536.00	150,536.00	99,173.56	51,362.44	34.12%
51206	Accounting/Auditing Services	6,500.00	6,500.00	0.00	6,500.00	100.00%
51207	Client Accounting Services	2,153.00	2,153.00	0.00	2,153.00	100.00%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	5,169.50	(169.50)	-3.39%
51249	Other Professional Services	25,000.00	25,000.00	0.00	25,000.00	100.00%
51401	Rents and Leases - Equipment	345.00	345.00	0.00	345.00	100.00%
51421	Rents and Leases - Bldg/Land	373.00	373.00	0.00	373.00	100.00%
51801	Other Services	0.00	0.00	2,035.53	(2,035.53)	0.00%
51803	Other Contract Services	5,241,936.00	5,241,936.00	3,801,100.17	1,440,835.83	27.49%
51901	Telecommunication Data Lines	489.00	489.00	1,304.32	(815.32)	-166.73%
51902	Telecommunication Usage	26.00	26.00	8.38	17.62	67.77%
51904	ISD - Baseline Services	6,377.00	6,377.00	7,633.92	(1,256.92)	-19.71%
51911	Mail Services	250.00	250.00	0.00	250.00	100.00%
51916	County Services Chgs	2,774.00	2,774.00	2,774.04	(0.04)	0.00%
51922	County Car Expense	173.00	173.00	0.00	173.00	100.00%
52091	Memberships/Certifications	0.00	0.00	200.00	(200.00)	0.00%
52111	Office Supplies	2,000.00	2,000.00	454.00	1,546.00	77.30%
52114	Freight/Postage	4,000.00	4,000.00	10,133.89	(6,133.89)	-153.35%
52115	Books/Media/Subscriptions	106.00	106.00	0.00	106.00	100.00%
52162	Special Department Expense	166.00	166.00	0.00	166.00	100.00%
All Expense/E	Expenditure Accts	5,449,492.00	5,449,492.00	3,931,324.94	1,518,167.06	27.86%

All Expense/Expenditure Accts	5,449,492.00	5,449,492.00	3,931,324.94	1,518,167.06	
All Revenues	5,449,292.00	5,449,292.00	3,317,064.50	2,132,227.50	
Net Cost	200.00	200.00	614,260.44	(614,060.44)	

66111200 Unfunded Pension Liability

00111200	Official Consider Elability	y				
Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	6,586.00	6,586.00	3,191.19	3,394.81	51.55%
44050	Unrealized Gains and Losses	0.00	0.00	(3,840.86)	3,840.86	0.00%
All Revenues		6,586.00	6,586.00	(649.67)	7,235.67	109.86%
All Expense/E	xpenditure Accts					
All Revenues		6,586.00	6,586.00	(649.67)	7,235.67	
Net Cost		(6,586.00)	(6,586.00)	649.67	(7,235.67)	

3rd Quarter Fund Balances FY 20/21

		Beginning		Projected	Fund Balance
Fund		Balance	3/31/2021	Fund Balance	Goal
Organics Reserve	78103	2,289,031	2,257,278	2,153,574	829,215
HHW	78104	1,652,088	2,037,917	1,334,976	286,647
Contingency Reserve	78109	1,936,993	1,949,263	1,618,929	829,215
Education & Outreach	78110	577,587	389,407	544,294	64,886
Organics	78111	1,452,606	838,345	1,256,054	826,493
Unfunded Pension Liability Rsv	78112	668,512	667,863	665,183	

Total 8,140,073 7,573,010



Agenda Item #: 4.4
Cost Center: Organics
Staff Contact: Lukacs
Agenda Date: 5/20/2021

Approved By: LL

ITEM: Discussion and Action on Organics Disposal Agreements

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board take the following actions: 1) extend the organics disposal agreement with Waste Management/Redwood Landfill for a term of one year, 2) extend the organics disposal agreement with Cold Creek Compost for a term of three years, 3) enter into an organics disposal agreement with Northern Recycling Operations & Waste Services, LLC for a term of three years.

II. BACKGROUND

On June 20, 2018, the Zero Waste Sonoma Board of Directors approved to enter into agreements with Waste Management/Redwood Landfill and Cold Creek Compost to secure organics processing capacity through June 30, 2021, with up to five one-year extensions. ZWS negotiated with Waste Management and Cold Creek Compost to extend the agreement to one year and three years accordingly. In addition, ZWS staff negotiated an agreement with Northern Recycling Operations & Waste Services, LLC, to receive material for three years.

III. DISCUSSION

ZWS staff met with Waste Management/Redwood Landfill, Cold Creek Compost, and Napa Recycling Operations & Waste Services, LLC to negotiate organics material disposal capacity as follow:

- Waste Management/Redwood Landfill approved extending the Agreement for an
 additional one-year term, to June 30, 2022. Additionally, the per ton rate in Exhibit A of
 the Agreement shall be \$51.15 effective July 1, 2021; the annual rate adjustment
 described in paragraph (b) of Exhibit A will not be applied to such amount, but will be
 applied to subsequent extension terms.
- Cold Creek Compost approved extending the Agreement for an additional three-year term, to June 30, 2024. Additionally, Cold Creek agreed to a 5% increase to the current tip fee of \$38.19 resulting in a new tip fee of \$40.10 effective July 1, 2021. The 5%increase exceeds the CPI but staff supports this increase due to adjustments Cold Creek Compost needs to complete to support compliance of SB 1383. In addition, Cold Creek will accept an additional 10,000 tons of organic materials per year (total secured organic material capacity from 18,000 tons per year to 28,000 tons per year) along with a three-year agreement extension, which will help to reduce costs to ratepayers for organics processing.
- Napa Recycling Operations & Waste Services, LLC agreed to an agreement to commence on July 1, 2021 and to continue for a period of 3 years, through June 30, 2024. The end of the term may be extended by mutual agreement for five one-year periods. Starting on

the Start Date, Contractor can accept approximately 114 Tons of organic material per day and 30,000 Tons per year.

The attached Organics Material Processing Services Agreement and Extensions secures an additional 40,000 tons of organics disposal capacity per year for the next three years.

IV. FUNDING IMPACT

The increases to the processing rates were accounted for in the Final FY 2021-22 Budget that was passed at the April 15, 2021 meeting.

V. ATTACHMENTS

- 1. Waste Management Agreement Extension
- 2. Waste Management Agreement Extension Resolution
- 3. Cold Creek Compost Agreement Extension
- 4. Cold Creek Compost Agreement Extension Resolution
- 5. Northern Recycling Operations & Waste Services, LLC and Zero Waste Sonoma Organic Materials Processing Services Agreement
- 6. Northern Recycling Operations & Waste Services, LLC and Zero Waste Sonoma Organic Materials Processing Services Agreement Resolution

FIRST AMENDMENT TO AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES BETWEEN SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA ("SCWMA") AND REDWOOD LANDFILL, INC.

This First Amendment to Agreement for Short-Term Organic Materials Processing Services ("First Amendment") is made as of the 20th day of May, 2021, by the Sonoma County Waste Management Agency ("SCWMA") and Redwood Landfill, Inc. ("Contractor").

RECITALS

- A. SCWMA and Contractor entered into that certain Agreement for Short-Term Organic Material Processing (the "Agreement"), dated June 21, 2018, pursuant to which Contractor agreed to the processing of organic material; and
- B. The Agreement allows for five annual extensions upon mutual agreement and allows the SCWMA Executive Director to authorize the extension; and
- C. SCWMA and Contractor desire to utilize the extension permitted by the Agreement for the term of July 1, 2021 to June 30, 2022.

AMENDMENT

- 1. <u>Amendment to Article 2</u>. Section 2.01 of the Agreement is hereby amended in its entirety to read as follows:
 - "2.01. <u>Term of Agreement</u>. The term of this Agreement shall be from June 21, 2018 to June 30, 2022, with up to four 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 <u>Article 7</u> below."
- 2. <u>Amendment to Exhibit A</u>. The parties agree that effective July 1, 2021 through June 30, 2022, the per ton rate shall be \$51.15. Thereafter, the annual rate adjustment described in paragraph (b) of Exhibit A will be applied to each of the subsequent extension terms.
- 3. <u>No Other Changes</u>. Except as amended by this First Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Short-Term Organic Material Processing on the day and year first above written.

AGENCY:	CONTRACTOR:
SONOMA COUNTY WASTE MANAGEMENT AGENCY	REDWOOD LANDFILL, INC.
By: Leslie Lukacs, Executive Director	By: Barry Skolnick, President
Date:	Date:
APPROVED AS TO FORM:	
By: Ethan Walsh, Agency Counsel	

DATED: May 20, 2021

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("ZWS") AUTHORIZING A THREE-Y2EAR AGREEMENT WITH REDWOOD LANDFILL, INC.

("CONTRACTOR") TO EXTEND THE AGREEMENT FOR SHORT-TERM ORGANICS MATERIAL PROCESSING SERVICES

WHEREAS, Contractor confirms the term of our June 20, 2018 Agreement for Short-Term Organic Materials Processing Services (the "Agreement") will be extended for an additional one-year term, to June 30, 2022; and

WHEREAS, the per ton rate shall be \$51.15 effective July 1, 2021; and

WHEREAS, the annual rate adjustment will not be applied to such amount, but will be applied to subsequent extension terms.

NOW, THEREFORE, BE IT RESOLVED that the ZWS Board hereby authorizes ZWS's Executive Director to execute the Agreement with Redwood Landfill, Inc.

INIFINIREK2:				
Cloverdale	Cotati	County	Healdsburg	Petaluma
 Rohnert Park	 Santa Rosa	 Sebastopol	 Sonoma	 Windsor
AYES:	NOES:	ABSENT:	ABSTAIN:	

SO ORDERED

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

ATTEST: DATE: May 20, 2021

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

FIRST AMENDMENT TO AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES

This First Amendment to Agreement for Short-Term Organic Materials Processing Services ("First Amendment") is made as of the 20th day of May, 2021, by the Sonoma County Waste Management Agency ("SCWMA") and Cold Creek Compost, Inc. ("Contractor").

RECITALS

- A. SCWMA and Contractor entered into that certain Agreement for Short-Term Organic Materials Processing Services (the "Agreement"), dated June 20, 2018, pursuant to which Contractor agreed to render processing services for Organic Materials generated from SCWMA Member Agencies; and
- B. The Agreement has a term of three years, from June 21, 2018 through June 30, 2021, and the end of the term may be extended by mutual agreement for five (5) one (1) year period upon written notice by the SCWMA and acceptance of such request by Contractor; and
- C. SCWMA and Contractor desire to extend the base term of the Agreement for an additional three (3) years, on the terms set forth in this Amendment.

AMENDMENT

- 1. <u>Amendment to Section 2.01</u>. Section 2.01 of the Agreement is hereby amended in its entirety to read as follows:
 - "2.01 <u>Term of Agreement.</u> Said services shall commence on June 21, 2018 and shall continue for a period of 6 years, through June 30, 2024. The end of the term may be extended by mutual agreement for five (5) one (1) year periods upon written notice by the SCWMA and acceptance of such request by Contractor."
- 2. <u>Amendment to Section 3.01.1</u>. Section 3.01.1 of the Agreement is hereby amended in its entirety to read as follows:
 - "3.01.1 Starting on the Start Date, Contractor is required to accept approximately 28,000 Tons per year, but Contractor may accept more material if agreed upon in a Letter of Intent signed by both Contractor and SCWMA. The Contractor is obligated to receive and deliver materials on days that the Organic Materials Processing Facility is operating (as described in Section 3.5, Days and Hours of Operations).
- 3. <u>Amendment to Exhibit A</u>. Exhibit A Rates of the Agreement is amended to read as follows:

[Agreement continued on following page]

a) Rates

From the effective date of the First Amendment through June 30, 2021, Contractor will be compensated \$38.19 per Ton for Organic Materials delivered to the Organic Materials Processing Facility. Commencing on July 1, 2021, Contractor will be compensated \$40.10 per Ton for Organic Materials delivered to the Organic Materials Processing Facility.

b) Annual Rate Adjustments

The Rates outlined above are for the period July 1, 2021 through June 30, 2022. Such rates will thereafter be adjusted annually as shown below, effective July 1 of each year of the term, including extensions.

Commencing <u>July 1</u>, <u>2022</u> and thereafter on each July 1, this Agreement is in effect, including any extension years, the rates stated above shall be increased by the percentage change in the annual average of the Consumer Price Index (CPI) between the base year, which shall be the prior preceding twelve (12) months from January 1 through December 31, and the preceding year ending December 31. If the calculated percentage change exceeds 3%, the increase to the rates shall be set at 3%.

For the purposes of this calculation, CPI shall mean All Urban Consumers Index (CPI-U), All Items, for the San Francisco-Oakland-San Jose, CA, Base Period 1982 – 1984 = 100, not seasonally adjusted, compiled and published by the U. S. Department of Labor, Bureau of Labor Statistics (or its successor).

[Agreement continued on following page]

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Short-Term Organic Materials Processing Services on the day and year first above written.

AGENCY:	CONTRACTOR:
SONOMA COUNTY WASTE MANAGEMENT AGENCY	COLD CREEK COMPOST, INC.
By: Leslie Lukacs, Executive Director	By: Martin Mileck, President
Date:	Date:
APPROVED AS TO FORM:	
By:Ethan Walsh, Agency Counsel	

RESOLUTION NO.: 2021-15

DATED: May 20, 2021

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("ZWS") AUTHORIZING A THREE-YEAR AGREEMENT WITH COLD CREEK COMPOST. ("CONTRACTOR") TO EXTEND THE AGREEMENT FOR SHORT-TERM ORGANICS MATERIAL PROCESSING SERVICES

WHEREAS, Contractor confirms the term of our June 20, 2018 Agreement for Short-Term Organic Materials Processing Services (the "Agreement") will be extended for an additional three-year term, to June 30, 2024; and

WHEREAS, the per ton rate shall be \$40.10 effective July 1, 2021; and

WHEREAS, the annual rate adjustment will not be applied to such amount, but will be applied to subsequent extension terms.

NOW, THEREFORE, BE IT RESOLVED that the ZWS Board hereby authorizes ZWS's Executive Director to execute the Agreement with Redwood Landfill, Inc.

MEMBERS:				
Cloverdale	Cotati	County	Healdsburg	Petaluma
Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor
AYES:	NOES:	ABSENT:	ABSTAIN:	

SO ORDERED

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

ATTEST: DATE: May 20, 2021

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



AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES

between

Sonoma County Waste Management Agency (DBA Zero Waste Sonoma)

&

Northern Recycling Operations & Waste Services, LLC



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35	
36	AGREEMENT FOR ORGANIC MATERIALS
37	PROCESSING SERVICES
38	
39	This Agreement is made and entered into as of the 20th day of May, 2021 by and between the Sonoma
40	County Waste Management Agency (DBA Zero Waste Sonoma), a California Joint Powers Authority,
41	hereinafter "ZWS", and Northern Recycling Operations and Waste Services, LLC., hereinafter
42	"Contractor".
43	
44	RECITALS
45	This Agreement is entered into with reference to the following facts and circumstances:

- That ZWS desires to engage Contractor to render processing services for Organic Materials generated from the ZWS Member Agencies;
- That Contractor is qualified to provide such services to the ZWS; and

• That ZWS has elected to engage the services of Contractor upon the terms and conditions as hereinafter set forth.

ARTICLE 1. DEFINITIONS

For the purpose of this Processing Services Agreement, hereinafter referred to as "Agreement," the definitions contained in this Article shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

- 1.01 **Actions** means all actions including claims, demands, causes of action, suits, mediation, arbitration, hearings, investigations, inquiries and proceedings, whether legal, judicial, quasi-judicial, governmental or administrative in nature and whether threatened, brought, instituted or settled.
- 1.02 **Agreement** means this Agreement between the ZWS and Contractor, including all exhibits, schedules and attachments (which are hereby incorporated in this Agreement by this reference), as this Agreement may be amended and supplemented.
- 1.03 **Alternative Daily Cover (ADC)** means cover material used at a Disposal Site, other than at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control blowing litter, fires, odor, scavenging, and vectors.
- 1.04 Alternative Intermediate Cover (AIC) means CalRecycle-approved materials other than soil used at a landfill on all surfaces of the fill where no additional Solid Waste will be deposited within one hundred eighty (180) days. Generally, these materials must be processed so that they do not allow gaps in the face surface, which would provide breeding grounds for insects and vermin.
- 1.05 **Applicable Law** includes without limitation, AB 341, AB 876, AB 901, AB 939, AB 1594, AB 1826, SB 1016, SB 1383 and all amendments and related subsequent legislation, as well as all laws, statutes, ordinances, municipal, state, and federal authorities and all judgments, decrees, injunctions, writs and orders of any court, arbitrator or state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and all rules, regulations, orders, written interpretations, directives, licenses and permits of any state or local

government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government applicable to Contractor or its property or in respect of its operations.

1.06 **Assignment** means:

- (a) A sale, exchange or other transfer of at least fifty-one percent (51%) of Contractor's assets dedicated to service under this Agreement to a third party;
- (b) A sale, exchange or other transfer of outstanding common stock of Contractor to a third party, provided the sale, exchange or transfer results in a change of control of Contractor (with control being defined as ownership of more than forty-five percent (45%) of Contractor's voting securities);
- (c) Any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of Contractor;
- (d) Any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and
- (e) Any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of Contractor.
- 1.07 **Beneficial Reuse Purposes** means use of material for beneficial reuse, which shall include, but not be limited to, the following: Alternative Daily Cover, Alternative Intermediate Cover, final cover foundation layer, liner operations layer, leachate and gas collection system, construction fill, road base, wet weather operations pads and access roads, and soil amendments for erosion control and landscaping.
- 1.08 **Calendar Year** means a successive period of 12 months commencing on January 1 and ending on December 31.
- 1.09 **CalRecycle** means California's Department of Resources Recycling and Recovery, that administers and provides oversight for all of California's state-managed waste handling and recycling programs and any successor agency.
- 1.10 **Central Disposal Site** means the parcel containing the Sonoma County Landfill, operated by Republic Services and located on 500 Mecham Road.
- 1.11 **Collections Company** means the company contracted by each Member Agency for the collection of Organic Materials.
- 1.12 **Compostable Plastic** means a plastic designed to undergo a significant change in its chemical structure during its residency in a compost process such that the material has undergone biological degradation during composting to yield carbon dioxide, water, inorganic compounds and biomass at a rate consistent with other known compostable materials and leaves no visually distinguishable or toxic residues. Plastics that do not completely degrade during the compost process are not Compostable Plastics.

- 1.13 **Composting** is the biological decomposition of organic material under aerobic conditions in a self limiting biological process performed at above 55 degrees Celsius for a period of at least 3-days. The composting process occurs when conditions are created in organic materials to balance and optimize air distribution, temperature control, nutrient availability, moisture content, and pH to encourage the increased natural decomposition rate of the material. The composting period is usually defined as the period of time necessary to reduce the compost pathogen concentrations to a level below the limits defined in CCR Title 14 Article 7 Section 17868.3 Pathogen Reduction. The process and methodologies used to reduce the pathogen concentrations below the limits prescribed in CCR Title 14 Article 7 Section 17868.3 is generally referred to as the Process For Pathogen Reduction (PFRP) and defines the length of time and temperature necessary for an organic material to complete the compost process. After the PFRP is completed a compost product is produced and is typically (but not always) allowed to cure into a matured compost for later sale.
- 1.14 **Contamination** or **Contaminant** means are materials that cannot be readily composted, or difficult to compost, at the Organic Materials Processing Facility, and include: human-made inert material contained within Organic Materials or Compost such as glass, metal, and plastic, concrete, hazardous materials such as batteries and electronic waste; certain natural materials such as rock and soil; and certain organic materials which are difficult to process into Compost such as palm, cactus, and yucca.
- 1.15 **Contractor** means Northern Recycling Operations and Waste Services, LLC. a limited liability company organized and operating under the laws of the State of California.
- 1.16 **Direct Cost** means Contractor's reasonable costs incurred for materials testing, sorting, or cleaning. Direct Cost of labor and equipment use does not include profit, overhead or administrative expense.
- 1.17 **Disposal** means the management of solid waste through landfilling or transformation at permitted solid waste facilities.
- 1.18 **Diversion (Divert)** means to divert from Disposal or use anywhere at or on a landfill through source reduction, reuse, recycling, and composting.
- 1.19 **Effective Date** means the later date of execution by the ZWS or Contractor on the execution page of this Agreement.
- 1.20 **Excessive Residual** is calculated as the number of Tons of Residual per quarter minus 10% of the total quarterly outbound Tonnage.
- 1.21 **Food Scraps** means meat, fish, dairy, fruit, vegetable and grain waste resulting from food production, preparation, cooking, storage, consumption or handling. Food Scraps excludes Compostable Plastics but includes food-soiled paper products which complexly degrade during the composting process. Food Scraps does not include Contaminants.
- 1.22 **Governmental Fees** are fees or taxes imposed upon Organic Materials Processing Facility by any governmental body or Regulatory Agency, other than those imposed upon the Organic Materials Processing Facility in connection with the repair, remediation, improvement, addition, or expansion of the Organic Materials Processing Facility.
- 1.23 **Green Waste** Green Waste means vegetative matter resulting from normal yard and landscaping maintenance that is not more than 4 feet in its longest dimension or 12 inches in diameter, but excludes Contaminants such as palm, cactus and yucca. Examples of Green Waste are grass cuttings, weeds, leaves, weeds, pruning, and branches of acceptable size.

- 1.24 **Holidays** are defined as New Year's Day, Easter Sunday, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.25 **Hazardous Substance** means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.(CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated there under to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.
 - 1.26 **Liabilities** means all liabilities, including:
 - i. Actions;

- ii. Awards, judgments and damages, both: (a) actual damages, whether special and consequential, in contract or in tort, such as natural resource damages, damage for injury to or death of any Person; and damage to property; and (b) punitive damages;
- iii. Contribution or indemnity claimed by Persons other than the Parties;
- iv. Injuries, losses, debts, liens, liabilities,
- v. Costs, such as response remediation and removal costs,
- vi. Interest,
 - vii. Fines, charges, penalties, forfeitures and
 - viii. Expenses such as attorney's and expert witness fees, expenditures for investigation and remediation, and costs incurred in connection with defending against any of the foregoing or in enforcing Indemnities.
- 1.27 **Material Change in Law.** Any change in (or any new) Applicable Laws, applicable on or after the Effective Date, that applies to the Solid Waste industry (including, for the avoidance of doubt and without limitation, changes to the California Integrated Waste Management Act (CIWMA), changes to CalRecycle regulations, or changes to other Applicable Laws relating to any aspect of "Solid Waste handling," "Solid Waste disposal" or "Solid Waste facilities," as such terms are defined by CalRecycle). Material Change in Law shall not include any modifications to the Exhibits to this Agreement, as allowed under the terms of this Agreement.
- 1.28 **Maximum Vehicle Turnaround Time** means a monthly average of 30 minutes or less, measured from the time a vehicle enters either the Organic Materials Processing Facility property and until it exits the Organic Materials Processing Facility property, including but not limited to gross and net weights, tipping and transportation throughout the facility.
- 1.29 **Member Agency/Agencies** means any one of the public entities which are signatories to the Joint Exercise of Powers Agreement of the Sonoma County Waste Management Agency (ZWS).

1.30 **Monthly Report** is described in **Exhibit B**, Reporting to ZWS.

- 1.31 **Mixed Organic Materials** means loads of material delivered Contractor's Organic Materials Processing Facility, consisting of commingled Food Scraps and Green Waste, which have been separated by the residential generator and set out for Collection and Processing
- 1.32 **Organic Materials** means source separated Wood Waste, source separated Green Waste, Mixed Organic Materials, and Commercial Food Scraps.
- 1.33 **Organic Material Type** means segregated Wood Waste, segregated Green Waste, Mixed Organic Materials, and Commercial Food Scraps.
- 1.34 Organic Materials Processing Facility means Northern Recycling Operations and Waste Services, LLC, P.O. Box 239, Napa, CA 94559, the facility that will Process and market the Organic Materials from the ZWS.
- 1.35 **Overs** means pieces of composted material that are left "over" after the screening of finished Compost, and consists mainly of woody pieces of organic matter and film plastic. Overs may be mixed back in with the compost feedstock as a bulking agent and reprocessed to improve porosity and airflow in the incoming feedstock, used on top of the compost piles as a biofilter, sold to third parties as a mulch or biofuel or used in the landfill as ADC or erosion control, or disposed if the concentration of film plastic and other Physical Contaminants render it unfeasible for other uses. Typically, Overs range in size from 6-inches to 3/8" depending on screening and grinding operation utilized in the compost process and have a high concentration of film plastic within.
 - 1.36 **Party** or **Parties** refers to the ZWS and Contractor, individually or together.
- 1.37 **Permits** means all federal, State, ZWS, other local and any other governmental unit permits, orders, licenses, approvals, authorizations, consents and entitlements that are required under Applicable Law to be obtained or maintained by any Person with respect to Services, as renewed or amended from time to time.
- 1.38 **Person(s)** includes an individual, firm, association, organization, partnership, corporation, trust, joint venture, the United States, the State, local governments and municipalities and special purpose districts and other entities.
- 1.39 **Processed** OR **Processing** means subjected to a process to transform Organic Materials into a Compost Product, a mulch product for land application (other than at a landfill), or for use as biofuel, anaerobic digestion or other conversion technologies (in accordance with CalRecycle regulations so that such materials are considered diverted and recycled), and includes removal of Residual. Process OR Processing further means the process conducted by the Organic Materials Processing Facility, as described in the facility's Report of Compost Site Information that is submitted to CalRecycle.
 - 1.40 **Quarterly Report** is described in **Exhibit B**, Reporting to the ZWS.
- 1.41 Rate means the amount established under Article 4, Contractor Compensation and Exhibit A, Organic Materials Rates, of this Agreement to be charged to the ZWS by Contractor for Processing of Organic Materials.
- 1.42 **Regulatory Agency** means any federal, State or local governmental agency, including California Department of Transportation, California Department of Motor Vehicles, EDD, U.S. Immigration and Naturalization Services, California Air Resources Board, regional water quality management districts, California Department of Toxic Substances, CIWMB, the Local Enforcement

Agency, federal and State Environmental Protection Agencies and other federal or State health and safety department, applicable to Services.

- 1.43 **Records** means all ledgers, book of account, invoices, vouchers, canceled checks, logs, correspondence and other records or documents of Contractor evidencing or relating to Rates, Tonnage of Organic Materials, satisfaction of Contractor's obligations under this Agreement and performance of the terms of this Agreement, damages payable under this Agreement and Contractor defaults as described and defined in Article 7.
- 1.44 **Residual** means all Solid Waste, Contaminants and other materials, excluding Overs and Organic Materials (other than trace amounts), removed from Organic Materials during, before, or after Composting. Residual may be landfilled or used as ADC or sent for other appropriate use, such as biofuel.
- 1.45 **Residual Rate** is calculated as the quarterly Tons of Residual requiring Disposal divided by the total quarterly outbound Tons. The Residual Rate shall be calculated separately for each Organic Material Type.
- 1.46 **Self-Haul and Third-Party** shall have the same meaning as "Self-Haul" in the AGREEMENT FOR OPERATION OF THE CENTRAL LANDFILL AND COUNTY TRANSFER STATIONS BETWEEN COUNTY OF SONOMA AND REPUBLIC SERVICES OF SONOMA COUNTY, INC., as executed on April 23, 2013 (Master Operating Agreement), and as provided below.

Self-Haul and Third-Party means customers delivering Organic Materials to Organic Materials Processing Facility, other than:

- (i) "Committed City Waste", which means, as to each Committed City, Waste from the jurisdictional area of such Committed City that is described in the Waste Delivery Agreement (excluding all exclusions therefrom) for such Committed City and collected and hauled by the Committed City or the City's Franchised Haulers or by any other person or Entity over which the City has Flow Control. Committed City Waste shall also include any residuals remaining after the processing of Source Separated Recyclable Materials or Waste collected in a Committed City at any Prime Subcontractor's and its Affiliates' recycling and material recovery facility in Sonoma County; and
- (ii) "Committed County Waste", which means all Waste generated in any unincorporated area of the County and any Waste which by any lawful means the County has Flow Control over and which is collected or hauled by the County, or by any County Franchised Hauler or by any other Entity over which the County has Flow Control, but excluding the exclusions therefrom in Section 12.2 of the Master Operating Agreement. Committed County Waste shall also include any residuals remaining after the processing of Source Separated Recyclable Materials or Waste collected in the County at any Prime Subcontractor's and its Affiliates' recycling and material recovery facilities in Sonoma County.

For the purposes of this Section 1.44 of the Agreement, the definitions of "Committed City", "Waste", "Waste Delivery Agreement", "Franchised Hauler", "Entity", "Flow Control", "Source Separated Recyclable Materials", "Prime Subcontractor", and "Affiliate" shall have the meanings as set forth in the Master Operating Agreement.

- 289 1.47 **ZWS** means Zero Waste Sonoma, also known as the Sonoma County Waste 290 Management Agency.
 - 1.48 **Solid Waste** means and includes all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, as defined in California Public Resources Code §40191 as that section may be amended from time to time. For the purposes of this Agreement, "Solid Waste" does not include Hazardous Substances, low-level radioactive waste, medical waste, or Organic Materials.
 - 1.49 **Start Date** means **July 1, 2021,** the date on which Contractor will begin accepting Organic Material under the terms of this Agreement.
 - 1.50 **Subcontractor** means any Person to which Contractor subcontracts any portion of the Services, whether pursuant to formal, written agreement or otherwise.
 - 1.51 **Term** is defined in Article 2.

- 1.52 **Ton** (or **Tonnage**) means a short Ton of 2,000 standard pounds where each pound contains 16 ounces.
- 1.53 **Transfer** (or **Transferring** or other variations thereof) means transferring of Organic Materials at a transfer station, from residential collection vehicles, commercial collection vehicles and self-haulers into Transport vehicles.
- 1.54 **Transfer Company** means the Person that ZWS directs pursuant to the Operating Agreement to Transport Organic Materials from transfer stations to the Organic Materials Processing Facility.
- 1.55 **Transfer Vehicle** means a tractor and trailer designed to haul Organic Materials to the Organic Materials Processing Facility.
 - 1.56 **Transport (or Transportation)** means the transportation of Organic Materials to the Organic Materials Processing Facility.
 - 1.57 **Violation** means any notice, assessment or determination of non-compliance with Applicable law from any Regulatory Agency to Contractor, whether or not a fine or penalty is included, assessed, levied or attached.
 - 1.58 **Wood Waste** means loads of material delivered to Contractor's Organic Materials Processing Facility consisting of wood materials (excluding unprocessed logs) which have no paint, varnish, finishes, glues, or treatments, and which have been source separated by the generator and set out for Collection and Processing.

ARTICLE 2. TERMS AND CONDITIONS OF AGREEMENT

- 2.01 <u>Term of Agreement.</u> Said services shall commence on July 1, 2021 and shall continue for a period of **3 years**, through **June 30**, **2024**. The end of the term may be extended by mutual agreement for five (5) one (1) year periods upon written notice by the ZWS and acceptance of such request by Contractor.
- 2.02 <u>Authorization and Termination.</u> This Agreement becomes effective when endorsed by both Parties in the space provided below.

ARTICLE 3. OBLIGATIONS OF CONTRACTOR

- 330 3.01 Scope of Processing Services. The services to be performed by Contractor under this
 331 Agreement shall be to accept, process, and market Organic Materials generated from the ZWS's
 332 Member Agencies. The provisions of this Article are only applicable after the Start Date.
- 333 3.01.1 Starting on the Start Date, Contractor is required to accept approximately **114**334 Tons per day and **30,000** Tons per year, but Contractor may accept more material if agreed upon in a
 335 Letter of Intent signed by both Contractor and ZWS. The Contractor is obligated to receive and deliver
 336 materials on days that the Organic Materials Processing Facility is operating (as described in Section 3.5,
 337 Days and Hours of Operations).
- 338 3.01.2 Contractor and ZWS expressly agree that nothing in this Agreement guarantees to Contractor any minimum amount of such waste.
 - 3.02 Processing Standards. The following processing standards shall be met by the Organic Materials Processing Facility, at a minimum:
 - 3.02.1 Pre-processing activities shall include, but not be limited to, the inspection for and removal of Contamination.
 - 3.02.2 Processing shall be accomplished by the use of recognized processing methods, which have been demonstrated to be able to consistently produce stable, mature Compost Products or end products.
 - 3.02.3 Post-Composting Processing activities shall include screening to remove plastics and other Contaminants from the Compost Product or end product.
 - 3.02.4 100% of the Organic Materials accepted at the facility, not including Contamination, including third-party and Self-Haul material, shall be Processed and marketed for use as compost, mulch, or soil amendment. Residuals may be disposed, used as ADC, erosion control or sent to other appropriate uses as defined by the Contractor. Overs may be mixed back in with the compost feedstock as a bulking agent and reprocessed to improve porosity and airflow in the incoming feedstock, used on top of the compost piles as a biofilter, sold to third parties as a mulch or biofuel or used in the landfill as ADC or erosion control, or disposed if the concentration of film plastic and other Physical Contaminants render it unfeasible for other uses.
 - 3.02.5 Contractor is responsible for processing organic waste into a marketable product and transporting and marketing of all end products at the risk, expense and profit or loss of the Contractor, subject to **Exhibit A**.
 - 3.02.6 Compost products for marketing shall conform with the Compost Quality Specifications and at a minimum should be CDFA-approved. If multiple product lines are provided, Contractor shall comply with the Compost Quality Specification for each product line, in alignment with the proposed and projected quantities of each product line to be produced. These estimates may be adjusted upon Contractor's request and the approval of the ZWS.
 - 3.03 Contractor shall provide adequate signage for flow of traffic and posted Rates, if public self-haul materials are to be accepted at Organic Materials Processing Facility.

- 3.04 <u>Permits and Compliance.</u> Contractor will comply with all Permits, including any mitigation measures related to the operation and maintenance of the Organic Materials Processing Facility. Contractor is solely responsible for paying any fines or penalties imposed for noncompliance with or violation of Permits or failure to obtain Permits, unless caused by ZWS's or a third party's breach, negligence, or violation of applicable law. Under no circumstances shall any provision of this Agreement obligate Contractor to violate any of its Permits.
- 3.04.1 Contractor shall site, own, and operate the Organic Materials Processing Facility that is permitted by CalRecycle and maintain this designation throughout the term of the Agreement. Contractor is not required to own the site, but ownership status of the site shall not affect Contractor's ability to perform its obligations under this Agreement. The Organic Materials Processing Facility Permit must include the ability to accept mixed organic materials. Contractor must notify ZWS before accepting any shipments if there is any change in such status.
- 3.04.2 Compliance with all Applicable Laws and Regulations. Contractor and ZWS shall comply with all Federal, State, and/or Local Regulations in the performance of this Agreement. These laws may include but are not limited to: CalRecycle Facility Permit, Water Board Permit, Air District Permit, Land Use Permit, Emergency Management and Contingency Plan, and State and Local Fire Code. The Contractor shall comply with Federal and State regulatory standards for compost operation; pollutant concentrations, pathogen reduction, monitoring, recordkeeping, and reporting.
- 3.04.3 <u>Notification of Violations.</u> Contractor shall provide copies of any notices of violation that it receives (or that any Subcontractor receives and that are provided to Contractor) from any Regulatory Agency during the term of this Agreement related to the operation of the Organic Materials Processing Facility or the performance of the Services. Contractor shall provide to the ZWS copies within three (3) business days of receiving them.
- 3.04.4 Site shall at all times be accessible to enforcement and inspection personnel from regulatory and enforcement agencies.
- 3.05 <u>Days and Hours of Operation.</u> Contractor will operate the Organic Materials Processing Facility for the receipt of ZWS's Organic Materials between the hours of 5:00 a.m. to 4:00 p.m., Monday through Saturday. Organic Materials Processing Facility will be closed on Holidays.
- 3.06 <u>Traffic Control and Direction.</u> Contractor will direct on-site traffic to appropriate unloading areas and provide a safe working environment. Contractor will provide necessary signs and personnel to assist drivers to proper unloading areas. Contractor will operate the Organic Materials Processing Facility so that the conditions of the Maximum Vehicle Turnaround are met and the ZWS's Transfer Company or Collections Company(ies) vehicles are processed, unloaded and exit without delay from the facility no longer than 30 minutes from arrival at the Contractor's scales. Contractor will not exceed this time more than 5 times per month. The calculation of the times will be based on time stamp tickets at the scale house.

3.07 Scale Operation.

3.07.1 <u>Maintenance and Operation.</u> Contractor will maintain or provide for State-certified scales that link to a centralized computer recording and billing system and that account for tracking of the inbound and outbound times, date of receipt, documentation of Rate charged, Organic Material Type, origin of material, and invoice number. Contractor will operate scales during Organic Materials Processing Facility receiving hours established in Section 3.5. Contractor will provide the ZWS with access to weighing report promptly upon ZWS's request, and no later than three (3) days following such request.

3.07.2 Scale house operators will inspect material in vehicles, weigh and record quantity and type, and enter into a computer system that will compile information into various reports.

3.07.3 <u>Vehicle Tare Weights.</u> When Transfer Company or Collections Company(ies) place new vehicles into service, Contractor or scale operator will promptly weigh the new vehicle and determine its unloaded ("tare") weight(s). Contractor or scale operator will record tare weight, hauler name, and vehicle identification number. Within 10 calendar days of weighing, Contractor will provide the ZWS and Transfer Company or Collections Company(ies) with a report listing vehicle tare weight information. Contractor will have the right to request re-determination of tare weights of vehicles twice each Calendar Year. If there is reasonable suspicion or evidence that tare weights are not accurate, Transfer Company or Collections Company(ies) may request re-determination of tare weights, in which case Contractor will promptly re-determine tare weights for requested vehicles up to 4 times per Calendar Year. Contractor may update tare weights (at its own initiative) more frequently.

3.07.4 <u>Testing.</u> Contractor or scale operator will test and calibrate all scales in accordance with Applicable Law, but at least every 12 months. Upon ZWS request, Contractor will promptly provide the ZWS with copies of test results. Contractor or scale operator will further test and calibrate any or all scales within 5 calendar days of ZWS direction. If test results indicate that the scale or scales complied with Applicable Law, the ZWS will reimburse Contractor or scale operator the Direct Costs of the tests. If the test results indicate that the scale or scales did not comply with Applicable Law, Contractor or scale operator will bear the entire costs thereof and Contractor or scale operator will at its own cost adjust and correct, consistent with the results of that test, all weight measurements recorded and Organic Materials Rates calculated, charged and paid, as the case may be, from the date of ZWS's direction.

3.07.5 <u>Weighing Standards and Procedures.</u> Contractor will use the scale house(s) to weigh vehicles and charge Organic Materials Rates. Contractor will charge the ZWS based on the Tonnage of ZWS's Transfer Company or Collections Company(ies) deliveries to the Organic Materials Processing Facility and the Rate as set in **Exhibit A** and adjusted under the terms of this Agreement. Contractor or scale operator will weigh and record inbound weights of all Transfer Company's or Collections Company(ies)'s vehicles when the vehicles arrive at the Organic Materials Processing Facility and weigh and record outbound weights of vehicles for which Contractor or scale operator does not maintain tare weight information. Contractor or scale operator will provide each driver a receipt showing the date, time, and quantity of ZWS's Plants and Organic Materials that the vehicle delivered to the Organic Materials Processing Facility.

3.07.6 <u>Records and Reporting.</u> Contractor will maintain scale records and reports that provide information including date of receipt; inbound time; origin, destination and weight of inbound and outbound loads; inbound and outbound weights of vehicles; and vehicle identification number.

- 3.07.6.1 Contractor will provide the ZWS a detailed Monthly and Quarterly Report as described and exemplified in **Exhibit B**, Reporting to the ZWS.
 - 3.07.7 <u>Safety.</u> The Contractor will conduct operations of Organic Materials Processing Facility in a safe manner, in accordance with Applicable Law and insurance requirements provided in Article 5, Indemnity and Insurance.
 - 3.08 <u>Contamination and Load Rejection.</u> Contractor shall describe a protocol, including a Contamination threshold, surcharge, and methodology for identifying reject-able loads at the scale house. Such Contamination monitoring should be accompanied with detailed recordkeeping that is maintained at all times on site. See **Exhibit C** for proposed plan, which may be modified if requested by Contractor and approved by the ZWS.
 - 3.08.1 Any load containing in excess of 1% by weight Contamination threshold shall be classified as Solid Waste and loaded onto the Transfer Company or Collections Company(ies)'s vehicles for backhaul to the Central Disposal Site at no cost to Contractor.
 - 3.08.2 For loads that exceed the 1% by weight Contamination threshold as determined by visual inspection as described in **Exhibit C**, but which are salvageable by sorting Contamination out of the load, the ZWS can choose to have the Contractor sort contamination from the load so that it is falls below the established contamination threshold. For loads that are sorted to remove excessive Contamination, the ZWS will reimburse Contractor on a time and materials basis for the Direct Cost of handling of the excessive Contamination (e.g., sorting, transportation and disposal); the Contractor shall retain auditable records of these direct costs for applicable loads of Contamination. It is understood that Contamination removed by Contractor will not be processed over a sort line or mechanical screens and will include some de minimus amounts of Organic Materials that cannot be efficiently separated from Contamination.
 - Right to Enter Facility and Observe Operations. The ZWS and its designated representative(s) may enter, observe and inspect the Organic Materials Processing Facility at any time during operations; conduct studies or surveys of the Organic Materials Processing Facility; and meet with the manager(s) or his or her representatives at any time; provided that the ZWS and its representatives comply with Contractor's reasonable safety and security rules and will not interfere with the work of the Contractor or its subcontractors. However, if the Organic Materials Processing Facility manager or other management personnel are not present at the Organic Materials Processing Facility when the ZWS or its designated representative(s) visit without prior announcement, Contractor may limit the visit of the ZWS or its designated representative to the public areas of the facility. In that event, Contractor will arrange for ZWS or its designated representative(s) to return for a full site visit of the entire Organic Materials Processing Facility within 24 hours of the ZWS's initial visit. Upon ZWS direction, Contractor will make personnel available to accompany ZWS employees on inspections. Contractor will ensure that its employees cooperate with the ZWS and respond to the ZWS's reasonable inquiries.
 - 3.10 <u>Compost Giveaway</u>: Contractor shall annually make available to ZWS three hundred and fifty (350) cubic yards of compost twice per year. This compost shall be provided at no additional cost to

the ZWS or the ratepayers. The Contractor will coordinate with ZWS staff to deliver the finished and unpackaged compost to a designated location in Sonoma County.

ARTICLE 4. CONTRACTOR COMPENSATION

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- General. The Contractor will perform all of its obligations, responsibilities and duties under this Agreement, including paying costs associated with obtaining and complying with all Permits; operating the Organic Materials Processing Facility in full compliance with Applicable Laws.
- 4.02 Processing Rate; Annual Rate Adjustments. The Contractor will be compensated on a per Ton basis for Materials delivered by the Transfer Company or Collections Company(ies) and accepted by Contractor for Processing. Exhibit A, Rates, provides the initial Rates by Organic Material Type. Such rates shall be increased annually as set forth in **Exhibit A**.
- 4.03 Invoicing. On or before the 15th of each month, Contractor will invoice the ZWS in amounts equal to the applicable Rates listed in Exhibit A for the prior month's Organic Materials delivered to the Organic Materials Processing Facility. Invoices will be in a form satisfactory to ZWS. All undisputed amounts shall be payable by ZWS within 45 calendar days of receipt of the invoice. For example, for processing provided in July, Contractor will invoice ZWS on or before August 15 and payment will be due and payable by ZWS on or before September 29. Contractor may deliver to ZWS a notice of late payment for a given monthly invoice 50 calendar days after the date of generation of the invoice. Contractor's invoices shall be deemed delinquent if not paid within five (5) calendar days of the date of the notice of late payment. Thereafter, the delinquent invoice shall bear interest on the unpaid balance at a rate not to exceed one and one-third percent (1 1/3%) per month.

ARTICLE 5. INDEMNITY AND INSURANCE

- Indemnification. Contractor shall defend, with counsel reasonably acceptable to ZWS, indemnify and hold harmless, to the fullest extent allowed by law, ZWS, its Member Agencies, its officers, officials, employees, volunteers, agents and assignees (collectively, "Indemnitees"), from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) (collectively, "Loss") arising or resulting from:
- 5.01.1 the operation of Contractor, its agents, employees, and/or Subcontractors, in exercising the privileges granted to it by this Agreement;
- 5.01.2 the failure of Contractor, its agents, employees, and/or Subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses; and
- 5.01.3 the acts of Contractor, its agents, employees, and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such Loss is also caused in part by any of the Indemnitees' negligence.
- 5.01.4 The Loss indemnifiable under the foregoing indemnity may include, but is not limited to, Loss arising out of or resulting from the following:

5.01.4.1 Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, ZWS, or any Subcontractor, or damage to property of anyone, caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable;

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- 5.01.4.2 Penalties threatened, sought, or imposed on or against ZWS by reason of the violation by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute;
- 536 5.01.4.3 Alleged infringement of any intellectual property rights which may be brought arising out of Contractor's work;
- 538 5.01.4.4 Claims and liens for labor performed or materials used or furnished to be used on the job by Contractor, including all incidental or consequential damages from such claims or liens;
- 5.01.4.5 Contractor's failure to fulfill any of the covenants set forth in the Agreement;
- 543 5.01.4.6 Failure of Contractor to comply with the provisions of the Agreement relating to insurance; and,
 - 5.01.4.7 Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.
- 548 5.01.4.8 The indemnities set forth in this Article shall not be limited by the insurance requirements set forth in the Agreement.
 - 5.01.4.9 Contractor's indemnification of Indemnitees will not include indemnification for Loss which arises as the result of an Indemnitee's breach of this Agreement, or the negligence or misconduct of Indemnitees.
 - 5.01.5 Environmental Indemnity. Contractor shall indemnify, defend with counsel reasonably acceptable to Contractor and the ZWS, and hold harmless, at Contractor's sole cost and expense, the ZWS, its Member Agencies, officers, officials, employees, volunteers and agents, and the ZWS's Board (collectively, "Environmental Indemnitees") from and against any and all claims, damages, injuries, costs (including and without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including reasonable attorneys' and expert witness fees, expenditures for investigation and remediation) and costs of any kind whatsoever ("Losses"), paid, imposed upon, incurred, or suffered by or asserted against any of the Environmental Indemnitees by any lawsuit brought or threatened, settlement reached, or government hearing, investigation, inquiry, proceeding, or order relating to, or arising from, directly or indirectly, Contractor's alleged failure or actual failure to comply with the environmental laws and regulations. This indemnification will not extend to environmental claims to the extent they are caused by the sole or joint or contributory negligence or intentional misconduct or omission of Contractor or the ZWS, and each of their officers, employees or agents. This provision is in addition to all other provisions in this Agreement and is intended to survive the end of the term of this Agreement.
 - 5.02 Contractor's obligation to defend, hold harmless, and indemnify shall not be excused because of Contractor's inability to evaluate liability or because Contractor evaluates liability and

determines that Contractor is not liable to the claimant. Contractor shall respond within thirty (30) days to the tender of a claim for defense and indemnity by ZWS, unless this time has been extended by ZWS.

- 5.03 If Contractor fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, ZWS may retain so much of the money due Contractor by virtue of this Agreement as shall reasonably be considered necessary by ZWS, to cover all anticipated costs of the claim until final disposition has been made on the claim or suit for damages, or until Contractor accepts or rejects the tender of defense, whichever occurs first.
- 5.04 With respect to third party claims against Contractor indemnifiable under this Article, Contractor waives any and all rights of any type to express or implied indemnity against the Indemnitees.
- 5.05 Hazardous Substances Indemnification. Contractor shall indemnify, defend with counsel reasonably acceptable to the ZWS, and hold harmless the Indemnitees from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, hazardous materials response, remediation and removal costs, losses, demands, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorneys' fees for the adverse party and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against ZWS or its officers, officials, employees, agents, assigns, or successors (collectively, "Claims") arising from or attributable to any repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste released, threatened to be released, or spilled by Contractor under this Agreement, or disposed of by Contractor under this Agreement at any facility owned by Contractor or any of its affiliates. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code section 25364, to defend, hold harmless and indemnify the ZWS from liability.
- 5.05.1 ZWS shall fully cooperate with in defending such alleged violations, and Contractor shall not be responsible for additional payments to ZWS for ZWS cost or expense related to cooperating with Contractor in this capacity.
- 5.06 <u>Consideration</u>. It is specifically understood and agreed that the consideration inuring to Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.
- 5.07 <u>Obligation</u>. The execution of this Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance shall also be fully complied with as set forth in Section 5.11 below.
- 5.08 <u>Subcontractors</u>. The Contractor shall require all subcontractors to enter into an Agreement containing the provisions set forth in Article 5 in its entirety and in the preceding subsection in which Agreement the subcontractor fully indemnifies the ZWS in accordance with this Agreement.
- 5.09 <u>Exception.</u> Contractor's obligation to indemnify, hold harmless and defend ZWS, its officers and employees shall not extend to any loss, liability, penalty, plain, damage, action or suit arising or resulting from acts or omissions constituting a breach of this Agreement, willful misconduct or negligence on the part of the ZWS its officers or employees.
- 5.10 <u>Contractor Compliance.</u> Contractor will comply with all requirements of Contractor's insurers and the insurance policies required under Section 5.11 below. Carrying insurance will not relieve Contractor from any obligations under this Agreement. Nothing in this Agreement may be

construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to Persons or property resulting from Contractor's or any Subcontractors' performance of Services.

- 5.11 <u>Insurance</u>. Contractor shall not commence work under this Agreement until all insurance required under this Paragraph has been obtained. Contractor shall furnish ZWS with certificates of insurance evidencing the required coverage.
- 5.11.1 <u>Workers' Compensation Insurance.</u> Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per accident.
- 5.11.2 <u>General Liability Insurance.</u> Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount of 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 ZWS, and its Member Agencies, officers, and employees, 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 Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the ZWS.
 - d) This policy shall not be cancelled without first giving thirty (30) days prior written notice to the ZWS, except that ten (10) days' notice shall be given for cancellation due to non-payment of premium.
- 5.11.3 <u>Automobile Insurance.</u> Automobile liability insurance covering bodily injury and property damage in an amount of 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 without first giving thirty (30) days prior written notice to the ZWS, except that ten (10) days' notice shall be given for cancellation due to non-payment of premium.

5.12 Pollution Liability Insurance. Contractor shall purchase and maintain in force for the duration of the Agreement term insurance for pollution legal liability applicable to bodily injury; property damage, cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the transporter's activity under this Agreement. Coverage shall be maintained in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000 for claims arising within the ZWS. If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three

659 years beginning from the time that work under this Agreement is completed. Said policy shall be 660 endorsed with the following language: 661 This policy shall not be cancelled without first giving thirty (30) days prior written notice to 662 ZWS, except that ten (10) days' notice shall be given for cancellation due to non-payment of 663 premium. 664 **ARTICLE 6.** ASSIGNMENT 665 6.01 666 No Assignment of this Agreement or any right occurring under this Agreement shall be 667 made in whole or in part by Contractor without the express written consent of the ZWS. 668 6.01.1 The ZWS shall have full discretion to approve or deny, with or without cause, 669 any proposed or actual assignment by Contractor. 670 6.01.2 Any assignment of this Agreement made by Contractor without the express 671 written consent of the ZWS shall be null and void and shall be grounds for the ZWS to declare a default 672 of this Agreement and immediately terminate this Agreement by giving written notice to Contractor, 673 and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon 674 such termination all liability of the ZWS under this Agreement to Contractor shall cease, and the ZWS shall be free to negotiate with other contractors, Contractor, or any other person or company for the 675 676 services which are the subject of this Agreement. In the event of any assignment, the assignee shall fully 677 assume all the liabilities of Contractor. 678 6.01.3 In the event that the ZWS agrees to an assignment of this Agreement to a 679 qualified service provider, Contractor shall make payment to the ZWS in a reasonable amount to be determined by the ZWS for reimbursement of direct costs to ZWS associated with the right to any such 680 681 assignment. 682 6.01.4 Payment will be made within thirty (30) days of ZWS consent to assignment, and 683 if full payment is not made then any such assignment shall be null and void. 684 6.01.5 The use of a Subcontractor to perform services under this Agreement shall not 685 constitute delegation of Contractor's duties, provided that Contractor has received prior written 686 authorization from the ZWS to subcontract such services and the ZWS has approved the Subcontractor 687 who will perform such services. **ARTICLE 7.** DEFAULT AND TERMINATION 688 689 7.01 <u>Default and Remedies.</u> Each of the following shall constitute a default under this 690 Agreement (a "Default"): 691 7.01.1 Fraud or deceit. 692 7.01.2 Failure to maintain insurance coverage described herein. 693 7.01.3 Contractor violation of orders or filings of a regulatory body having a material 694 impact on Contractor's ability to perform its obligations as required by this Agreement. 695 7.01.4 Loss of Contractor's "Organic Materials Processing Facility" Permit.

consecutive days or more or for any seven (7) days in a period of 30 days.

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7.01.5 Failure to perform Services as required by this Agreement for two (2)

- 7.01.6 Failure to make reasonable efforts to divert and Process Organic Materials as required in Article 3 of this Agreement.
- 700 7.01.7 Failure of Contractor to provide reports and/or records as provided for in this 701 Agreement.
 - 7.01.8 Any act or omission by Contractor which violates the terms of this Agreement.
- 703 7.01.9 Any false or misleading representation of Contractor.
- 7.01.10 Filing of a voluntary petition for debt relief.
- 7.01.11 Bankruptcy of Contractor.

- 7.01.12 Contractor's failure to provide assurance of performance.
 - 7.02 Contractor shall be given 30 days from notification by the ZWS to cure any of the foregoing Defaults arising under this Agreement, except that, if such Default is not capable of being cured within 30 days, then (a) upon prior notice by Contractor that it is invoking this provision, the cure period shall be extended for an additional 30 days, provided that Contractor diligently pursues cure, and (b) if before the end of such additional 30-day period, Contractor submits to ZWS a plan of cure acceptable to ZWS in its sole discretion, then the cure period shall be as set forth in such plan of cure, provided that Contractor diligently pursues such cure.
 - 7.03 In the event of Contractor's failure to cure said Default within the aforementioned cure period, the ZWS may, at its option, immediately terminate this Agreement upon written notice to Contractor. This right of termination is in addition to any other rights of the ZWS and the ZWS's termination of this Agreement shall not constitute an election of remedies. Instead, it shall be in addition to any and all other legal and equitable rights and remedies the ZWS may have.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 8.01 <u>Legal Status.</u> Contractor is a limited liability company organized and operating under the laws of the State of California.
- 8.02 <u>Authorization.</u> Contractor represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Contractor has taken all actions required by law to authorize the execution of this Agreement. The person signing this Agreement on behalf of Contractor has authority to do so.
- 8.03 Agreement Will Not Cause Breach. To the best of Contractor's and ZWS's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement, nor the performance of this Agreement: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which Contractor or ZWS is a party or by which Contractor or ZWS or any of its properties or assets are bound, or constitutes a default thereunder.
- 8.04 <u>No Litigation.</u> To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement

or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the ZWS in writing.

8.05 <u>Ability to Perform.</u> Contractor possesses the business, professional and technical expertise to manage, handle, treat, store, process, and recycle Organic Materials, and will possess the equipment, plant, materials, supplies, and employee resources required to perform this Agreement.

ARTICLE 9. GENERAL PROVISIONS

- 9.01 <u>Entire Agreement.</u> This Agreement represents the full and entire Agreement between the ZWS and Contractor with respect to the matters covered herein.
- 9.02 Force Majeure. Neither party shall be in default under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, fires, and volcanic eruptions, strikes, lockouts and other labor disturbances or other catastrophic events which are beyond the reasonable control of Contractor. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor is not an excuse from performance; provided, however, that labor unrest or job action directed at a third party over whom Contractor has no control, shall excuse performance.
- 9.03 A party claiming excuse under this Section must (i) have taken reasonable precautions to avoid being affected by the cause, and (ii) notify the other party in writing within 5 days after the occurrence of the event specifying the nature of the event, the expected length of time that the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform.
- 9.04 <u>Notice Procedures.</u> All notices, demands, requests, proposals, approvals, consents, and other communications which this Agreement requires, authorizes, or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below, e-mailed to the e-mail address below, or faxed to the fax number below, or sent via certified mail or Federal Express, or deposited in the United States mail, first class postage prepaid, addressed as follows:

ZWS: Zero Waste Sonoma

Attention: Leslie Lukacs, Executive Director 2300 County Center Drive, Suite B-100

Santa Rosa, CA 95403

Contractor: Northern Recycling Operations and Waste Services, LLC.

Attention: Greg Kelly

PO Box 239 Napa CA 94559

9.05 The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

9.06 Notice shall be deemed given on the day it is personally delivered or e-mailed, or, if mailed, three calendar days from the date it is deposited in the mail.

- 9.07 Independent Contractor. Contractor is an independent contractor and not an officer, agent, servant or employee of the ZWS. Contractor is solely responsible for the acts and omissions of its officers, agents, employees and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the ZWS and Contractor. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to ZWS employees.
- 9.08 <u>Severability.</u> If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Agreement or any part thereof is, for any reason, held to be illegal, such decision shall not affect the validity of the remaining portions of this Agreement or any part thereof.
- 9.09 <u>Waiver or Modification.</u> No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
- 9.10 <u>Forum Selection.</u> Contractor and the ZWS stipulate and agree that any litigation relating to the enforcement or interpretation of this Agreement, arising out of Contractor's performance, or relating in any way to the work, shall be brought in California State Courts in Sonoma County.
- 9.11 <u>Third Party Beneficiaries.</u> Contractor acknowledges and declares that separately the Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, Windsor, and the County of Sonoma are and will be Third Party beneficiaries of this Agreement, included without limitation.
- 9.12 <u>Court Costs and Attorney Fees.</u> In the event legal action is instituted by either party to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and actual costs in connection with such action.
- 9.13 <u>Counterparts and Facsimile Signatures.</u> This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document. For purposes of this Agreement, each of the signatories hereto agrees that a facsimile copy of the signature page of the person executing this Agreement shall be effective as an original signature and legally binding and effective as an execution counterpart thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

818	ZWS:				
819					
820					
821	DATED:	, 2021		BY:	
822					Leslie Lukacs,
823					EXECUTIVE DIRECTOR
824					
825	APPROVED AS TO FO	NM:			
826					
827					
828	DATED		, 2021		
829					Ethan Walsh,
830					ZWS LEGAL COUNSEL
831					
832	CONTRACTOR:				
833					
834					
835	DATED:	, 2021		BY:	
836					Greg Kelley
837					President

838 **EXHIBIT A** 839 **RATES** 840 a) Rates 841 Contractor will be compensated \$47.00 per Ton for Organic Materials delivered to the Organic 842 Materials Processing Facility. 843 844 b) Annual Rate Adjustments 845 The Rates outlined in above are for the period July 1, 2021 through June 30, 2022. Such rates will be 846 adjusted annually as shown below, effective July 1 of each year of the term, including extensions. 847 848 Commencing July 1, 2022 and thereafter on each July 1, this Agreement is in effect, including any 849 extension years, the rates stated above shall be increased by the percentage change in the annual 850 average of the Consumer Price Index All Urban Consumers - San Francisco, Oakland, San Jose California Id: CUUSA422SA0 (CPI) between the base year, which shall be the prior preceding twelve 851 852 (12) months from January 1 through December 31, and the preceding year ending December 31. If 853 the calculated percentage change exceeds 3.5%, the increase to the rates shall be set at 3.5%. 854 855 For the purposes of this calculation, CPI shall mean All Urban Consumers Index (CPI-U), All Items, for the San Francisco-Oakland-San Jose, CA, Base Period 1982 – 1984 = 100, not seasonally adjusted, 856 857 compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics (or its 858 successor). 859 c) Adjustment Due to Change in Law 860 861 Should any new or increased governmental fees, taxes or other charges result in increased costs to Contractor, there will be an appropriate increase in the Rates paid by ZWS hereunder, such that 862 Contractor will fully recover such increased costs. ZWS shall be notified in writing at least 30 days 863 864 prior to any imposition of new or increased governmental fees.



366	EXHIBIT B
367 368	REPORTING TO THE ZWS
369	
370	Monthly Reporting
371	The amount of material shall be reported monthly, under the following categories:
372 373	 Incoming Tons by Member Agency and type of material delivered (by sector and Organic Waste Material Category); and
374 375	 Outgoing Tons by jurisdiction of origin, destination, and end-use (Residual, ADC, AIC, othe Beneficial Reuse, or marketed).
376 377	In all cases, the reported figures must match those reported to the County, the State, and an permitting or regulatory bodies.
378 379	Incoming and outgoing Tons shall be measured by certified scales which meet the criteria set forth in Section 3.07. The ZWS can request detailed Scales Reports to support this monthly data.
380 381	Contractor may resubmit reports within 3 work days of written notification from the Agency i corrections or modifications are needed.
382	Quarterly Report
383 384 385	In addition to the required Monthly Report data, which should be provided in the Quarterly Report by month, the Quarterly Report shall include a calculation of the 10% Residual Rate and any Excess Residual per the calculation methodology set forth in Section 3.02 and Article 2.
386	Report Structure
387 388	Reports shall be provided in electronic format, and data tables shall be provided in Microsoft Excelcompatible format.



RESOLUTION NO.: 2021-16

DATED: May 20, 2021

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("ZWS") AUTHORIZING A THREE-YEAR AGREEMENT WITH NORTHERN RECYCLING OPERATIONS AND WASTE SERVICES, LLC. ("CONTRACTOR") TO EXTEND THE AGREEMENT FOR SHORT-TERM ORGANICS MATERIAL PROCESSING SERVICES

WHEREAS, Contractor confirms the term of the Agreement for Short-Term Organic Materials Processing Services (the "Agreement") for a three-year term, to June 30, 2024; and

WHEREAS, the per ton rate in Exhibit A of the Agreement shall be \$47.00 effective July 1, 2021; and

NOW, THEREFORE, BE IT RESOLVED that the ZWS Board hereby authorizes ZWS's Executive Director to execute the Agreement with Redwood Landfill, Inc.

IVILIVIDLIS.				
Cloverdale	Cotati	County	Healdsburg	Petaluma
Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor
Δ V FS·	NOFS:	ΔRSFNT:	ΔΡΩΙΝ΄	

SO ORDERED

MEMBERS.

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

ATTEST: DATE: May 20, 2021

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



Agenda Item #: 5

Cost Center: HHW and Education

Staff Contact: Scott
Agenda Date: 5/20/21

Approved By: LL

ITEM: Approval of Amendments to Agreements with Soluna Outreach Solutions

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board authorize the Zero Waste Sonoma (ZWS) Executive Director to execute the Second Amendment to Agreement for Oil Program Management with Soluna Outreach Solutions and the First Amendment to Agreement for Spanish Language Outreach Services. Soluna Outreach Solutions will also provide an educational presentation about their services.

II. BACKGROUND

In April of 2017, ZWS released two separate RFPs for Oil Program Management and Spanish Language Outreach.

Oil Program Management was historically performed by C² Alternative Services to audit oil recycling centers and coordinate oil recycling publicity and outreach programs. C² Alternative Services assisted ZWS staff with accomplishing the goals of the Used Oil Recycling Program, which is funded under the Oil Payment Program (OPP) by CalRecycle. After C² retired, their employee, Hugo Mata, started Soluna Outreach Solutions to take over the business. Soluna Outreach Solutions received the Oil Program Management contract as a result of the 2017 RFP. The three-year agreement allows for an additional two annual extensions and allows the ZWS Executive Director to authorize the extension. In June 2020, ZWS utilized the first annual extension permitted by the agreement and the First Amendment to the Oil Program Management Agreement expires on June 30, 2021.

Spanish Language Outreach was also historically performed by C² Alternative Services. Spanish Language Outreach is one of the objectives in the Countywide Integrated Waste Management Plan (ColWMP) to encourage waste diversion in non-English speaking communities. Soluna Outreach Solutions also received the three-year Spanish Language Outreach contract as a result of the 2017 RFP. While the agreement does allow up to two additional annual extensions, ZWS did not renew this contract in FY 20-21 due to the 10% budget cut as a result of COVID-19.

III. DISCUSSION

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

- 1. Updated payment to \$40,000 per year, a reduction of \$35,000 from the First Amendment.
- 2. Updated term of the agreement to expire on June 30, 2022.

3. Updated Exhibit A – Scope of Work to reflect the new budget and effects of COVID-19.

The proposed changes in the First Amendment to the Spanish Language Outreach Agreement include:

- 1. Updated term of the agreement to expire on June 30, 2022.
- 2. Updated Exhibit A Scope of Work to reflect more current projects and the effects of COVID-19.

Hugo Mata from Soluna Outreach Solutions will also provide a presentation to discuss his outreach projects in detail.

IV. FUNDING IMPACT

The Oil Program Management Agreement is funded through the OPP by CalRecycle. Historically, CalRecycle's statewide budget for OPP is around \$11M and ZWS receives between \$145,000-\$150,000 per year. Soluna Outreach Solutions received \$70,000-\$75,000 per year between FY 17-18 to FY 20-21. For FY 21-22, CalRecycle's statewide budget for OPP11 was cut in half to \$5.5M and ZWS will receive \$78,349. This year, the Second Amendment to the Oil Program Management Agreement with Soluna Outreach Solutions will be worth \$40,000, a reduction of \$35,000 from FY 20-21. The remaining \$38,349 will be used by ZWS for other oil-related projects and staff time.

The Spanish Language Outreach Agreement is funded through ZWS's Outreach and Education budget. Between FY 17-18 and FY 19-20, Soluna Outreach Solutions received \$30,000 per year for the Spanish Language Outreach Agreement and the contract was dropped for FY 20-21 due to COVID budget cuts. The First Amendment to the Spanish Language Outreach Agreement would be for the same value of \$30,000.

Both contract values were already taken into consideration and approved for the FY 21-22 ZWS Budget.

V. ATTACHMENTS

- 1. Second Amendment to Oil Program Management Agreement
- 2. First Amendment to Oil Program Management Agreement
- 3. Oil Program Management Agreement
- 4. Second Amendment to Oil Program Management Agreement Resolution
- 5. First Amendment to Spanish Language Outreach Agreement
- 6. Spanish Language Outreach Agreement
- 7. First Amendment to Spanish Language Outreach Agreement Resolution

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

This Second Amendment to Agreement for Oil Program Management ("Second Amendment") is made as of the 1st day of June, 2021, by the Sonoma County Waste Management Agency ("SCWMA") and Soluna Outreach Solutions ("Contractor").

RECITALS

- A. SCWMA and Contractor entered into that certain Agreement for Oil Program Management (the "Agreement"), dated June 21, 2017, pursuant to which Contractor agreed to the management, outreach, and education of the Used Motor Oil and Filter Program; and
- B. The Agreement allows for two annual extensions upon mutual agreement and allows the SCWMA Executive Director to authorize the extension; and
- C. SCWMA and Contractor entered into a First Amendment to Agreement on June 1, 2020 that extended the term of the Agreement to June 30, 2021; and
- D. SCWMA and Contractor desire to extend the term of the Agreement to expire on June 30, 2022.

AMENDMENT

- 1. <u>Amendment to Section 2</u>. Section 2 of the Agreement is hereby amended in its entirety to read as follows:
 - "2. Payment. Contractor shall invoice SCWMA on a monthly basis for all services and incidental costs required hereunder not to exceed forty thousand dollars (\$40,000) 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. Food related items and meal reimbursements shall not be an allowable expense."
- 2. <u>Amendment to Section 3</u>. Section 3 of the Agreement is hereby amended in its entirety to read as follows:
 - "3. <u>Term of Agreement</u>. The term of this Agreement shall be from July 1, 2017 to June 30, 2022, with no annual extensions remaining, unless terminated earlier in accordance with the provisions of Article 4 below."
- 3. <u>Amendment to Exhibit A.</u> Exhibit A Scope of Work of the Agreement is amended as attached. Should the scope of services be affected by COVID-19 and related closures, amendments to Exhibit A shall be mutually agreed upon by Contractor and SCWMA.

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

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

AGENCY:	CONTRACTOR:
SONOMA COUNTY WASTE MANAGEMENT AGENCY	SOLUNA OUTREACH SOLUTIONS
By: Leslie Lukacs, Executive Director	By:
Date:	Date:
APPROVED AS TO FORM:	
By: Ethan Walsh, Agency Counsel	-

EXHIBIT A



SCOPE OF WORK

A Door to Community Engagement

Soluna Outreach Solutions has the advantage of more than twenty years of experience (as C²: Alternative Services) performing the tasks in the Request for Proposal. In preparing this Scope of Work, we have carefully analyzed the records of past years to ensure that our proposal continues and builds upon the services that the Zero Waste Sonoma (formerly known as Sonoma County Waste Management Agency) has depended upon to date.

Our plan is organized into three sections which correspond with the reporting categories in the annual CalRecycle OPP report. By tracking our time and expenses and invoicing to these categories, reporting will be simplified, and program goals will also be easier to track.

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.

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

We 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). We will pay the Club a stipend for each location.

We 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 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.

B. Collection Center Site Visits

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

For each location, we will complete the CalRecycle site visit form. We 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, we will follow up with phone calls to managers, including corporate offices as needed.

We 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.

C. Assist Collection Center Businesses

We have budgeted for 20 hours of time per year on an as-needed basis. 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 or other CalRecycle compliance or with issues such as illegal dumping; working with Zero Waste Sonoma 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 North Bay Conservation Corp when needed and appropriate to assist collection centers.

II. Publicity and Education

This section comprises the lion's share 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.

NOTE: In the event that person-to-person outreach is eliminated due to cancelled community events caused by the COVID-19 crisis, Soluna Outreach Solutions is prepared to create other community outreach alternatives. These will involve a larger expense in media and other channels, that will help in engaging the community to proper recycle used motor oil and filters.

These channels are highlighted with a highlighted **NOTE** in each of the following proposed tasks and may be expanded upon or changed in agreement with Zero Waste Sonoma staff.

A. Media

Hugo Mata will 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 Zero Waste Sonoma.

NOTE: The current amount allocated in the budget for media buys will have to be increased if community events are cancelled for FY20-21. Soluna Outreach Solutions will negotiate the best deal packages including free spots and reduced rates for print ads.

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. Staff are bilingual and conversant in all Agency 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.

NOTE:, If some events are cancelled due to COVID-19, the budgeted time and expenses allocated for this task will be shifted to Task: IIF Development of Web and Social Media Outreach; which is explained in detail below.

C. Nuestra Tierra Weekly Radio Show (**NOTE:** this item is included in the budget for FY21-22 and provides a good opportunity to outreach the community, anytime of the year)

Hugo Mata is producer and host of the weekly show "Nuestra Tierra" ("Our Earth") on KBBF Radio. This program began in 2014 through a unique partnership between the Sonoma County Waste Management Agency's used oil recycling program and the Bilingual Broadcasting Foundation's community broadcast training program.

The show features in depth information on a wide range of environmental topics, including interviews with representatives of various agencies and programs, and call-ins from listeners. Individual programs may feature multiple topics or in some cases be almost entirely devoted to specific issues, so the cost is divided into increments of one quarter of each show. Also, because the programming is heard throughout the region, we are able to focus some shows on specific topics for the full hour with information particular to up to four jurisdictions, and divide the cost accordingly. (Thus, for example a July program on curbside pick-up of used motor oil and filters might include details for curbside pick-up in multiple counties.) We have budgeted for 25 segments during the year to promote used motor oil and filter recycling programs, which will be aired on up to 30 of the weekly shows. This format allows a great deal of flexibility for Agency priorities as campaigns on specific topics can be given very in-depth coverage on some shows while ongoing programs can receive frequent reinforcement and repetition.

D. DMV Outreach

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.

NOTE: If community outreach at DMV buildings in Sonoma County is not allowed due to COVID-19, the allocated budget will also be shifted to other tasks (possibly Task IIA and Task IIG)

E. 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 bilingual staff, these include both English language and Spanish language groups. Examples may include Labor Centers, Rotary Clubs and various programs for parents of school children, and auto shop classes.

F. Development of Web and Social Media Outreach.

NOTE: The new normal to engage the community of Sonoma County during and after COVID-19 must consider an ongoing bilingual informational platform that includes Social Media, Web presence, In-Store radio, and digital signage at different local markets and restaurants.

During fiscal year 2020-2021, Soluna worked with NEXO Media on behalf of Zero Waste Sonoma to develop this bilingual platform that will engage the community through audio and vibrant visuals emphasizing the proper recycling of used motor oil and filters in Sonoma County. We are proposing to continue the use this platform in fiscal year 2021-2022. This platform includes:

Radio Production

Fully produced audio spots for Radio, In-Store Radio and Social Media.

Video Shoot and Video Production/Content

Two 30-second videos have already been produced (one in Spanish and one in English) to be used for digital signage at local stores, which are part of a network of sites in Sonoma County airing these messages.

The video spots have been edited and produced to enhance visual effects and showcase the different resources to proper recycle used motor oil and filters (i.e. curbside pick-up, CCC's and HHW Facility). They will also highlight the different resources for Do-It-Yourself oil changers to recycle the oil and filters properly. Other messages might include the importance of used motor oil and filter recycling to avoid polluting our water and keeping our environment safe and healthy.

In Store Radio

Many local stores, restaurants and supermarkets are part of a network of stores airing produced radio spots highlighting local services, programs etc. Through this platform, the used motor oil and filter recycling message will be repeated several times a day. While in the store, customers will be exposed to this audio message.

<u>Digital Signage</u>

Nexo Media has a good number of panels (TV screens) located in high foot traffic Latino retail businesses including Lola's Markets, Rancho Mendoza and popular restaurants like Molcajetes. The video will run every 10 minutes or so during the site's business hours.

G. Filter Drainer Kit Home Delivery

NOTE: Since all the community events were cancelled after the COVID-19 pandemic began and for the rest of FY20-21, Soluna worked with Agency staff to home deliver filter drainer kits (i.e. filter drainer and oil rag) to Do-It-Yourself oil changer that requested them.

In the case that most community events get cancelled for the first half of FY21-22, Soluna will continue to offer home delivery of this "Filter Drainer Kits" to those residents that request them. We will keep a detailed spreadsheet with names and other information necessary to deliver those kits and will be provided to Agency staff as requested.

H. 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 we will update the student lesson, incorporating the current used oil pages from the Recycling Guide. We will also keep the teacher packet updated with any changes. We 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. We 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.

NOTE: Due to COVID19 all classes have been shifted to a digital platform. This has decreased the number of classes that teachers are interested in teaching. Soluna proposes two classes to be taught during FY21-22.

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 Hugo Mata will attend as desired by staff and within the allocated budget. Such attendance will generally be pro-rated with other clients. In the event that Agency staff decide to host the HHWIE we 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 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.

Budget

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

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

This First Amendment to Agreement for Oil Program Management ("First Amendment") is made as of the 1st day of June, 2020, by the Sonoma County Waste Management Agency ("SCWMA") and Soluna Outreach Solutions ("Contractor").

RECITALS

- A. SCWMA and Contractor entered into that certain Agreement for Oil Program Management (the "Agreement"), dated June 21, 2017, pursuant to which Contractor agreed to the management, outreach, and education of the Used Motor Oil and Filter Program; and
- B. The Agreement allows for two annual extensions upon mutual agreement and allows the SCWMA Executive Director to authorize the extension; and
- C. SCWMA and Contractor desire to extend the term of the Agreement to expire on June 30, 2021.

AMENDMENT

- 1. <u>Amendment to Section 2</u>. Section 2 of the Agreement is hereby amended in its entirety to read as follows:
 - "2. Payment. Contractor shall invoice SCWMA on a monthly basis for all services and incidental costs required hereunder not to exceed seventy-five thousand dollars (\$75,000) 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. Food related items and meal reimbursements shall not be an allowable expense."
- 2. <u>Amendment to Section 3</u>. Section 3 of the Agreement is hereby amended in its entirety to read as follows:
 - "3. <u>Term of Agreement</u>. The term of this Agreement shall be from July 1, 2017 to June 30, 2021, with up to one annual extension upon mutual agreement, which extensions may be authorized on behalf of the SCWMA by the SCWMA Executive Director, unless terminated earlier in accordance with the provisions of <u>Article 4</u> below."
- 3. <u>Amendment to Exhibit A.</u> Exhibit A Scope of Work of the Agreement is amended as attached. Should the scope of services be affected by COVID-19 and related closures, amendments to Exhibit A shall be mutually agreed upon by Contractor and SCWMA.

First Amendment to Agreement with Soluna Outreach Solutions for Oil Program Management

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

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

AGENCY:	CONTRACTOR:
SONOMA COUNTY WASTE MANAGEMENT AGENCY	SOLUNA OUTREACH SOLUTIONS
By: Heslie Lukacs, Executive Director	By:
Date: 6/23/20	Its:
APPROVED AS TO FORM:	
By: Ethan Walsh, Agency Counsel	

First Amendment to Agreement with Soluna Outreach Solutions for Oil Program Management

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

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

AGENCY:	CONTRACTOR:
SONOMA COUNTY WASTE MANAGEMENT AGENCY	SOLUNA OUTREACH SOLUTIONS
By:	By: Hugo Mata
Leslie Lukacs, Executive Director	Its: PRINCIPAL
Date:	Date: 601/20
APPROVED AS TO FORM:	
By:	
Ethan Walsh, Agency Counsel	

EXHIBIT A



SCOPE OF WORK

Soluna Outreach Solutions has the advantage of more than twenty years of experience (as C²: Alternative Services) performing the tasks in the Request for Proposal. In preparing this Scope of Work, we have carefully analyzed the records of past years to ensure that our proposal continues and builds upon the services that the Zero Waste Sonoma (formally known as Sonoma County Waste Management Agency) has depended upon to date.

Our plan is organized into three sections which correspond with the reporting categories in the annual CalRecycle OPP report. By tracking our time and expenses and invoicing to these categories, reporting will be simplified and program goals will also be easier to track.

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.

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

We 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). We will pay the Club a stipend for each location.

We 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 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.

B. Collection Center Site Visits

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

For each location, we will complete the CalRecycle site visit form. We 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, we will follow up with phone calls to managers, including corporate offices as needed.

We 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.

C. Assist Collection Center Businesses

We have budgeted for 20 hours of time per year on an as-needed basis. 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 or other CalRecycle compliance or with issues such as illegal dumping; working with Zero Waste Sonoma 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 North Bay Conservation Corp when needed and appropriate to assist collection centers.

II. Publicity and Education

This section comprises the lion's share 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.

NOTE: In the event that person-to-person outreach is eliminated due to cancelled community events caused by the COVID-19 crisis, Soluna Outreach Solutions is prepared to create other community outreach alternatives. These will involve a larger expense in media and other channels, that will help in engaging the community to proper recycle used motor oil and filters.

These channels are highlighted with a highlighted **NOTE** in each of the following proposed tasks and may be expanded upon or changed in agreement with Zero Waste Sonoma.

A. Media

Hugo Mata will 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 Zero Waste Sonoma.

NOTE: The current amount allocated in the budget for media buys will have to be increased if community events are cancelled for FY20-21. Soluna Outreach Solutions will negotiate the best deal packages including free spots and reduced rates for print ads.

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. Staff are bilingual and conversant in all Agency 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.

NOTE: Due to COVID-19, some events have already been cancelled for the first two months in FY20-21, if that trend expands throughout the whole year, the budgeted time and expenses allocated for this task will be shifted to Task: IIF Development of Web and Social Media Outreach; which is explained in detail below.

C. Nuestra Tierra Weekly Radio Show (NOTE: this item is included in the budget for FY20-21 and provides a good opportunity to outreach the community, anytime of the year)

Hugo Mata is producer and host of the weekly show "Nuestra Tierra" ("Our Earth") on KBBF Radio. This program began in 2014 through a unique partnership between the Sonoma County Waste Management Agency's used oil recycling program and the Bilingual Broadcasting Foundation's community broadcast training program.

The show features in depth information on a wide range of environmental topics, including interviews with representatives of various agencies and programs, and call-ins from listeners. Individual programs may feature multiple topics or in some cases be almost entirely devoted to specific issues, so the cost is divided into increments of one quarter of each show. Also, because the programming is heard throughout the region, we are able to focus some shows on specific topics for the full hour with information particular to up to four jurisdictions, and divide the cost accordingly. (Thus, for example a July program on curbside pick-up of used motor oil and filters might include details for curbside pick-up in multiple counties.) We have budgeted for 50 segments during the year to promote used motor oil and filter recycling programs, which will be aired on up to 36 of the weekly shows. This format allows a great deal of flexibility for Agency priorities as campaigns on specific topics can be given very in-depth coverage on some shows while ongoing programs can receive frequent reinforcement and repetition.

D. DMV Outreach

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.

NOTE: If community outreach at DMV buildings in Sonoma County is not allowed due to COVID-19, the allocated budget will also be shifted to other tasks (possibly Task IIA and Task IIF)

E. 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 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.

F. Development of Web and Social Media Outreach.

NOTE: The new normal to engage the community of Sonoma County during and after COVID-19 must consider an ongoing bilingual informational platform that includes Social Media, Web presence, In-Store radio, and digital signage at different local markets and restaurants.

Soluna has been in conversations with NEXO Media to develop this bilingual platform that will engage the community through audio and vibrant visuals emphasizing the proper recycling of used motor oil and filters in Sonoma County. This platform will include:

Radio Production

Fully produced audio spots for Radio, In-Store Radio and Social Media.

<u>Video Shoot and Video Production/Content</u>

Fully produced 30-second videos to be used for digital signage at local stores, which are part of a network of sites in Sonoma County airing these messages.

The video spots will be edited and produced to enhance visual effects and showcase the different resources to proper recycle used motor oil and filters (i.e. curbside pick-up, CCC's and HHW Facility). They will also highlight the different resources for Do-It-Yourself oil changers to recycle the oil and filters properly. Other messages might include the importance of used motor oil and filter recycling to avoid polluting our water and keeping our environment safe and healthy.

In Store Radio

Many local stores, restaurants and supermarkets are part of a network of stores airing produced radio spots highlighting local services, programs etc. Through this platform, the used motor oil and filter recycling message will be repeated several times a day. While in the store, customers will be exposed to this audio message.

Digital Signage

Nexo Media has a good number of panels (TV screens) located in high foot traffic Latino retail businesses including Lola's Markets, Rancho Medoza and popular restaurants like Molcajetes. The video will run every 10 minutes or so during the site's business hours.

Soluna will continue the conversation with NEXO Media to develop a presentation detailing the mentioned items included in this task. Soluna will schedule a meeting with Agency staff and NEXO Media to go over this informational platform.

G. Filter Drainer Kit Home Delivery

NOTE: Since all the community events were cancelled since the COVID-19 pandemic began and for the rest of FY19-20, Soluna worked with Agency staff to home deliver filter drainer kits (i.e. filter drainer and oil rag) to Do-It-Yourself oil changer that requested them.

Most community events have already been cancelled for the first half of FY20-21, Soluna will continue to offer home delivery of this "Filter Drainer Kits" to those residents that request them. We will keep a detailed spreadsheet with names and other information necessary to deliver those kits and will be provided to Agency staff as requested.

H. 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 we will update the student lesson, incorporating the current used oil pages from the Recycling Guide. We will also keep the teacher packet updated with any changes. We 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. We 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.

NOTE: Due to COVID19 all classes have been shifted to a digital platform. This has decreased the number of classes that teachers are interested in teaching. Soluna proposes three classes to be taught during FY20-21.

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 Hugo Mata will attend as desired by staff and within the allocated budget. Such attendance will generally be pro-rated with other clients. In the event that Agency staff decide to host the HHWIE we 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 C^2 : Alternative Services will assist 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.

Budget

The budget page includes time and expenses to accomplish the tasks described on a yearly basis. Professional time is billed at \$100 per hour, outreach and clerical time at \$50 per hour. Mileage is billed at the State of California approved rate, currently \$0.575/ 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.

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").

RECITALS

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:

AGREEMENT

- 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 <u>Cooperation with SCWMA</u>. 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, <u>Contractor shall maintain written</u> 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. <u>Payment</u>. 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 <u>Termination Without Cause</u>. 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 <u>Termination for Cause</u>. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SCWMA may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.
- 4.3 <u>Delivery of Work Product and Final Payment Upon</u>
 <u>Termination</u>. 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 <u>Section 9.9</u> 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. <u>Insurance</u>. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described below:
- 6.1 <u>Workers' Compensation Insurance</u>. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

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

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

- 6.4 <u>Documentation</u>. 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 <u>Policy Obligations</u>. 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. <u>Prosecution of Work</u>. 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 <u>Standard of Care</u>. 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 <u>Status of Contractor</u>. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of 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 <u>Article 4</u>, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 <u>Taxes</u>. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold 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 <u>Records Maintenance</u>. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to 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 <u>Conflict of Interest</u>. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor. In addition, if requested to do so by 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 <u>Nondiscrimination</u>. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 9.7 <u>AIDS Discrimination</u>. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 9.8 <u>Assignment Of Rights.</u> Contractor assigns to 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. <u>Demand for Assurance</u>. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the

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

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

12. 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 <u>No Waiver of Breach</u>. 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 <u>Construction</u>. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and 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 <u>Consent</u>. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 13.4 <u>No Third Party Beneficiaries</u>. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 13.5 <u>Applicable Law and Forum</u>. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 13.6 <u>Captions</u>. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 13.7 <u>Merger</u>. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of

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

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

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

SCWMA:

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Chai

CONTRACTOR:

By: Hugo nata

Name: Hugo Mata

Title: Principal at Soluna Outreach Solutions

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

By:

Executive Director, SCWMA

APPROVED AS TO FORM FOR SCWMA:

Bv:

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.

1. 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+ .	
litrus Fair	Cloverdale	February	Yearly four day event. We cover most shifts as requested by SCWMA. Event takes place 12:00PM-8:00pm	10,000+	
ribal 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	Мау	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	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	Мау	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	Мау	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 menager 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.: 2021-17

DATED: May 20, 2021

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency's Executive Director to execute the Second Amendment to Agreement with Soluna Outreach Solutions for Oil Program Management through June 30, 2022.

MEMBERS:

Cloverdale		Cotati		County	Healdsburg	Petaluma
Rohnert Park		Santa Rosa		Sebastopol	Sonoma	Windsor
AYES:	NOES:		ABSENT:	ABSTAIN:		

SO ORDERED

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

ATTEST: DATE: May 20, 2021

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

FIRST AMENDMENT TO AGREEMENT WITH SOLUNA OUTREACH SOLUTIONS FOR SPANISH LANGUAGE OUTREACH SERVICES

This First Amendment to Agreement for Spanish Language Outreach Services ("First Amendment") is made as of the 1st day of June 2021, by the Sonoma County Waste Management Agency, also known as Zero Waste Sonoma, ("SCWMA") and Soluna Outreach Solutions ("Contractor").

RECITALS

- A. SCWMA and Contractor entered into that certain Agreement for Spanish Language Outreach Services (the "Agreement"), dated June 21, 2017, pursuant to which Contractor agreed to the outreach and education of SCWMA material in the Spanish language; and
- B. The Agreement allows for two annual extensions upon mutual agreement and allows the SCWMA Executive Director to authorize the extension; and
- C. As a result of COVID-19 related budget cuts, SCWMA and Contractor were unable to extend the Agreement for Fiscal Year 2020-2021; and
- D. SCWMA and Contractor desire to utilize the extension permitted by the Agreement for the term of July 1, 2021 to June 30, 2022.

AMENDMENT

- 1. <u>Amendment to Section 3</u>. Section 3 of the Agreement is hereby amended in its entirety to read as follows:
 - "3. <u>Term of Agreement</u>. The term of this Agreement shall be from July 1, 2021 to June 30, 2022, with up to one annual extension upon mutual agreement, which extensions may be authorized on behalf of the SCWMA by the SCWMA Executive Director, unless terminated earlier in accordance with the provisions of Article 4 below."
- 2. <u>Amendment to Exhibit A</u>. Exhibit A Scope of Work of the Agreement is amended as attached. Should the scope of services be affected by COVID-19 and related closures, amendments to Exhibit A shall be mutually agreed upon by Contractor and SCWMA.
- 3. <u>No Other Changes</u>. Except as amended by this First Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Spanish Language Outreach Services on the day and year first above written.

AGENCY:	CONTRACTOR:
ZERO WASTE SONOMA	SOLUNA OUTREACH SOLUTIONS
By: Leslie Lukacs, Executive Director	By: Its:
Date:	Date:
APPROVED TO FORM:	
By: Ethan Walsh, Agency Counsel	

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").

RECITALS

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:

AGREEMENT

- 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 <u>Cooperation with SCWMA</u>. Contractor shall cooperate with SCWMA and SCWMA staff in the performance of all work hereunder.
- 1.3 <u>Performance Standard</u>. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If 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 <u>Article 4</u>; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

1

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

4. Termination.

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

4.3 <u>Delivery of Work Product and Final Payment Upon</u> 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 <u>Section</u> 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. <u>Insurance</u>. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described below:
- 6.1 <u>Workers' Compensation Insurance</u>. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

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

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

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

- 6.4 <u>Documentation</u>. 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 <u>Policy Obligations</u>. 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 <u>Taxes</u>. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold 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 <u>Records Maintenance</u>. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, and shall make such documents and records available to 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 <u>Conflict of Interest</u>. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor. In addition, if requested to do so by 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 <u>Nondiscrimination</u>. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

9.8 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. <u>Demand for Assurance</u>. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this <u>Article 10</u> limits SCWMA's right to terminate this Agreement pursuant to Article 4.
- 11. <u>Assignment and Delegation</u>. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 12. <u>Method and Place of Giving Notice, Submitting Bills and Making Payments</u>. All notices, 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 <u>No Waiver of Breach</u>. 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 <u>Construction</u>. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and 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 <u>Consent</u>. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 13.4 <u>No Third Party Beneficiaries</u>. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 13.5 <u>Applicable Law and Forum</u>. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 13.6 <u>Captions</u>. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

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

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

SCWMA: SONOMA COUNTY WASTE MANAGEMENT AGENCY

CONTRACTOR:

: Hugo norta

Name: Hugo Mata

Title: Principal at Soluna Outreach Solutions

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

Executive Director, SCWMA

APPROVED AS TO FORM FOR SCWMA:

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
Radío 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 Sonama 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.
Exitas 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.
K8BF 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 Senoma 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/Engli sh)	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/Engli sh)	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 Cario	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	Мау	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		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	xican Independence xican Independence 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			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	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.		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.: 2021-18

DATED: May 20, 2021

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

WHEREAS, Contractor represents to Agency 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 the Agency, 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 Zero Waste Sonoma Board hereby authorizes the Agency's Executive Director to execute the First Amendment to Agreement with Soluna Outreach Solutions for Spanish Language Outreach Services through June 30, 2022.

MEMBERS:

 Cloverdale		Cotati		- County	 Healdsburg	 Petaluma
Rohnert Park		 Santa	Rosa	- Sebastopol	 Sonoma	 Windsor
AYES:	NOES:	<u>-</u> -	ABSENT: =	ABSTAIN:		

SO ORDERED

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

ATTEST: DATE: May 20, 2021

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



Agenda Item #: 6

Cost Center: Education/Organics

Staff Contact: XT

Agenda Date: 5/20/2021

Approved By: LL

ITEM: Approval of Agreement with Citizen Communications, dba Recyclist, for Software to Implement SB 1383 Requirements

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board approve the three-year contract with Citizen Communications, dba Recyclist, for use of their Program Tracker software. Recyclist staff will give a presentation on their software features at the meeting.

II. BACKGROUND

The Agency was an early adopter of the Recyclist's Program Tracker back in 2017. At the time, the Recyclist was the only software company on the market offering data tracking and reporting solutions specifically tailored to the solid waste industry. The Recyclist's software simplifies the tracking of outreach activities such as site visits and phone calls, and compiles data for annual reports to the state. These activities are particularly important because staff monitors commercial compliance with AB 341 Mandatory Commercial Recycling and AB 1826 Mandatory Organics Recycling.

Although AB 341 and AB 1826 are still in effect, SB 1383 Short-lived Climate Pollutants regulations will soon supersede them come January 1, 2022. SB 1383 more comprehensive and necessitates regular collaboration and communication between the Agency, jurisdictions, and franchised haulers to ensure proper implementation and fulfillment of the requirements. Under a Memorandum of Understanding (MOU) that will be brought before the Board for review later this year, the Agency shall be taking responsibility for significant portions of SB 1383 requirements on behalf of all 10 member jurisdictions. Broadly-speaking, these include education and outreach, reporting, recordkeeping, approving waivers, and monitoring of complaints and violations.

The Recyclist's Program Tracker subscription was not renewed last year during the COVID emergency due to the anticipated decrease in disposal tonnage and associated decrease in Agency revenue. With the restoration of a normal budget, staff identified the importance of renewing the Recyclist's Program Tracker subscription. With SB 1383 looming, staff requests the board approve the renewal of the subscription to the Program Tracker as it will be an extremely useful tool in fulfilling many of the requirements.

III. DISCUSSION

One of the most daunting aspects of SB 1383 is the requirement for all jurisdictions to keep comprehensive records in what the state calls "The Implementation Record". This includes records of all outreach activities, waivers granted, copies of educational resources sent out, ordinances passed, enforcement actions including monetary penalties issued, container contamination, and complaints, just to name a few. The Recyclist's Program Tracker is an on-line cloud-based software and accessible from anywhere with a Wi-Fi or network connection. The program will be used as the main hub to keep the Implementation Records. Multiple accounts can be created under the Agency's subscription allowing staff from each jurisdiction to edit, upload, and access their data anywhere and anytime.

As mentioned above, the Agency shall be taking on significant portions of SB 1383 requirements on behalf of the jurisdictions through an MOU. However, these delineations are not straightforward, and in fact will have overlap with the franchised haulers' and jurisdictions' responsibilities. Clear and consistent communication among the three parties would ensure work is not duplicated and everyone is on the same page. This is where the Recyclist's Program Tracker can be used to its full potential. Data and records can constantly be updated because it is on-line and easily accessible. This will be particularly useful when monitoring compliance and enforcement and when handing off certain cases to a jurisdiction for issuing of penalties.

The Recyclist unveiled new features specific to SB 1383 this year which enables staff to more easily complete reports required by the state. For example, the Program Tracker has a feature that analyses existing data and presents summary numbers such as the percentage of commercial businesses in compliance for each jurisdiction. These summary numbers are conveniently formatted and consistent with the state's reporting platform. These features and more will explained during the Recyclist's presentation.

IV. FUNDING IMPACT

The Recyclist Program Tracker software subscription costs \$23,410 annually and will be split between the Organics Program and Education. The contract is for three years and the total cost is \$70,230. There is an optional fee of \$3,000 that limits access and hides data and will only be needed if the franchise haulers are uncomfortable with sharing data with each other.

V. ATTACHMENTS

- 1. Recyclist Program Tracker Services Agreement
- 2. Recyclist Program Tracker Services Agreement Resolution
- 3. Recyclist PowerPoint Presentation



SAAS SERVICES ORDER FORM

Customer: Zero Waste Sonoma	Contact: Thora Collard	
Address: 2300 County Center Drive, Suite B-100	Phone: (707) 565-3788	
Santa Rosa, CA 95403	E-Mail: Thora.Collard@sonoma-county.org	
Services: Recyclist Program Tracker (the "Service(s)").	Initial Service Term : 36 months, commencing upon July 1, 2021	
Services Fees: • \$23,410 annual subscription fee. Payable in advance, subject to the terms of Section 4 herein.		
Service Capacity: Management of regulatory compliance and outreach for commercial and multi-family waste generators within the County of Sonoma.		
Implementation Services : Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.		

SAAS SERVICES AGREEMENT

Implementation Fee (one-time): \$0

This SaaS Services Agreement ("Agreement") is entered into on this 20th day of May 2021 (the "Effective Date") between Citizen Communications, LLC dba Recyclist with a place of business at 12313 Soaring Way, Suite 1D, Truckee CA 96161 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form unless expressly identifying this Agreement, specifically referencing the provisions of this Agreement to be altered or superseded and signed by the parties after the date hereof.

Citizen Communications, LLC dba Recyclist	Zero Waste Sonoma
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- 1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, knowhow or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, nontransferable, non-sublicensable license to use such Software during the Term only in connection with the Services.
- 2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with its intended functionality and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web

servers and the like (collectively, "Equipment"). Customer is responsible for maintaining the confidentiality of the passwords assigned to Customer and its users. Customer will immediately notify Company if it becomes aware that a password is lost, stolen, disclosed to an unauthorized third party, or otherwise compromised. Company will be responsible for any and all activities made pursuant to the licenses granted to Customer's hereunder and any of its users' or Equipment or the access credentials to the Services. Customer shall, and shall ensure its users, use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Company promptly of any unauthorized access or use. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3. CONFIDENTIALITY: PROPRIETARY RIGHTS

- Each party (the "Receiving Party") understands that the 3.1 other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

- 4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.
- 4.3 Following the Initial Service Term, the annual subscription fee shall automatically increase (and annually thereafter) by an amount equal to the greater of five percent (5%) or one hundred percent (100%) of the percentage increase in the Consumer Price Index, Urban Consumers, All Cities Average 1982-84 Equals 100, (CPI-U) during the prior calendar year as published by the U.S. Department of Labor or any successor index, compounded annually from the Effective Date.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the 3

"Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES. EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR Α **PARTICULAR PURPOSE** AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall indemnify Customer from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (a) not supplied by Company, (b) made in whole or in part in accordance with Customer specifications, (c) that are modified after delivery by Company, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Customer continues

allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (i) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (ii) obtain for Customer a license to continue using the Service, or (iii) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

8.1 Customer acknowledges, understands and agrees that Company utilizes third party hardware, software and hosting solutions in connection with the Services ("Third Party Solutions") in order to economically provide the Services to Customer. Customer recognizes that the quality of the Services is dependent upon such Third Party Solutions and that Company does not have nor exercise significant bargaining power with such Third Party Solutions so as to reasonably control the Customer's experience resulting from such Third Party Solutions, and therefore notwithstanding any other provision of this Agreement to the contrary, agrees that Company shall not be liable or in breach of this Agreement to the extent such liability or breach is the result of the acts or omissions of Third Party Solutions or their providers.

8.2 NOTWITHSTANDING **ANYTHING** TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY OFFICERS. SUPPLIERS). AFFILIATES. REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF 4

SUCH DAMAGES AND WHETHER OR NOT SUBJECT TO THE INDEMNIFICATION OBLIGATIONS OF COMPANY HEREUNDER.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

EXHIBIT A

Statement of Work

Annual subscription includes:

- Commercial and multi-family generator database for tracking:
 - o Service levels
 - Contact information
 - o AB 1826 & AB 341 compliance
 - o SB 1383 compliance (rolling out in phases)
 - o Log of all outreach activities
- CRM features to schedule and track outreach to commercial generators, including:
 - Site Visits
 - o Phone Calls
 - o Emails
 - Photos taken
 - Task lists and calendars
 - o Task reminders and summaries
- Estimate tool that enables staff to:
 - o Document current service levels
 - o Calculate cost estimates for multiple service scenarios
 - Take photos
 - Email PDFs directly to site managers
- Customization of standard forms and reports to meet reasonable customer needs, such as:
 - o Tracking local programs and pilot projects
 - o Compliance with state, regional, or local ordinances
 - o Internal reporting (e.g., materials delivered)
 - Commercial and multi-family location mapping
 - O Quarterly importing of one data set and annual importing of two additional data sets to identify new accounts, closed accounts, and service level changes. More frequent imports and multiple data sets available for an additional fee
 - O Complex customization projects necessitating new forms and/or reports may require additional professional services. Any additional consulting, training, development, configuration, development and/or integration services may be out of scope and subject to Company agreeing to provide such services pursuant to a change order to this SOW.
- Reports on all of the above, in list and/or graph format, with ability to search, sort and filter, and to export to Excel, PDF, or image file.
- Cloud-based database that syncs data across all users in real time
- Web-based application, with mobile app for iOS and Android (requires internet connection)
- Secure web hosting with weekly backups
- Support via email and phone, Monday-Friday 9am-5pm PT
- Unlimited users

13090458_v6

DATED: May 20, 2021

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("ZWS") AUTHORIZING A THREE-YEAR AGREEMENT WITH CITIZEN COMMUNICATIONS DBA RECYCLIST ("CONTRACTOR") FOR USE OF THEIR PROGRAM TRACKER SOFTWARE

WHEREAS, Contractor represents to ZWS that it is a duly qualified firm experienced in providing data management software solutions and associated customer service; and

WHEREAS, in the judgement of the Board of ZWS, it is necessary and desirable to employ the services of Contractor to assist in the implementation of the SB 1383 requirements on behalf of all the member jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that the ZWS Board hereby authorizes ZWS's Executive Director to execute the Agreement with Recyclist for use of their Program Tracker software through June 30, 2024.

MEMBERS:				
Cloverdale	Cotati	County	Healdsburg	Petaluma
Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor
AYES:	NOES:	ABSENT:	ABSTAIN:	

SO ORDERED

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

ATTEST: DATE: May 20, 2021

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







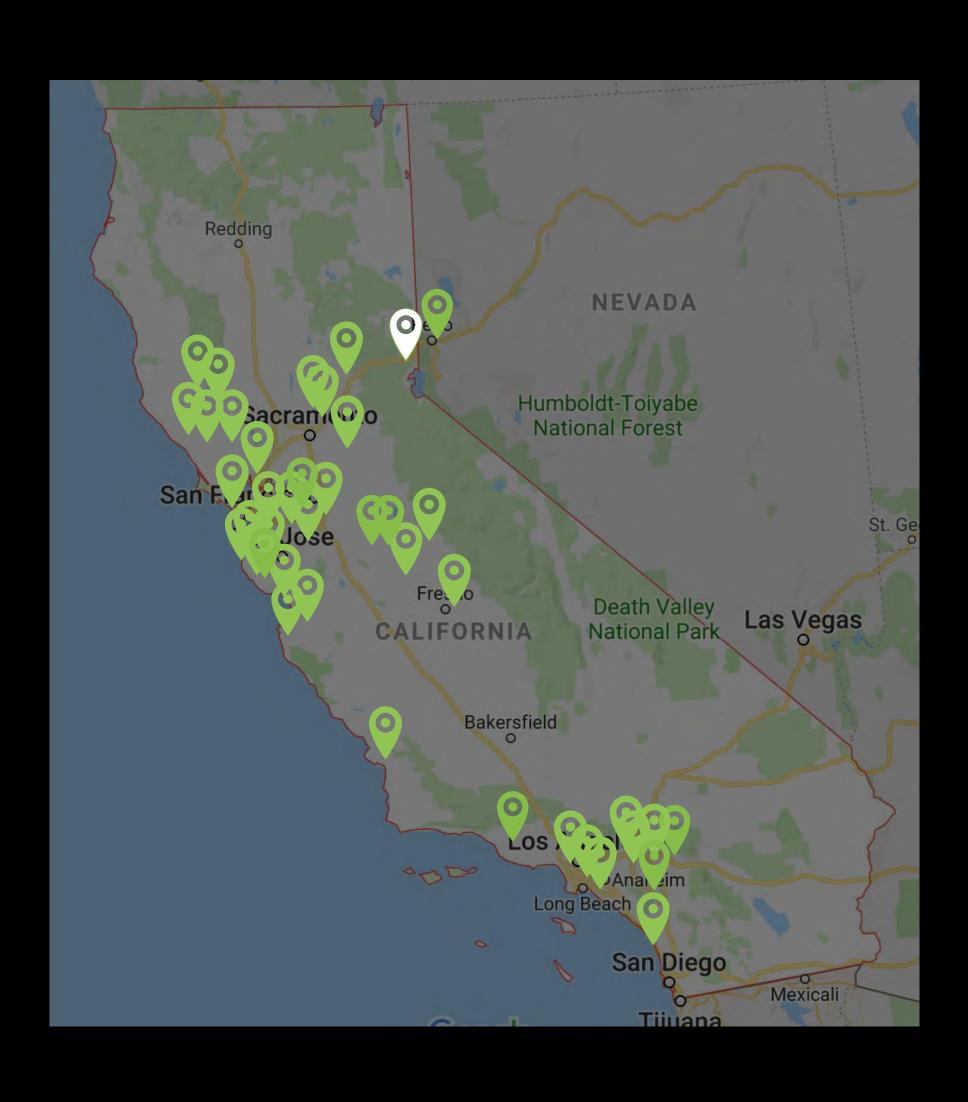
Simple, elegant technology solutions to complex environmental challenges

Fewer Spreadsheets, More Collaboration



- Intro to Recyclist
- Working with Zero Waste Sonoma
- Overview of the Software
- SB 1383 Basics
- How SaaS Subscriptions Work
- Pricing
- Customer Process
- Closing Remarks





PUBLIC

City of Alameda **City of Banning** City of Burbank **City of Chino City of Clovis City of Culver City City of Cupertino** City of Fairfield City of Glendale City of Lincoln **City of Livingston** City of Mission Viejo City of Monterey City of Moreno Valley City of Napa City of Oceanside **City of Sacramento City of Santa Cruz** City of San José

City of Stockton City of Sunnyvale **City of Thousand Oaks City of Torrance City of Union City** City of Vacaville Town of Truckee **Placer County Riverside County Sacramento County** San Mateo County **Santa Cruz County Stanislaus County Oro Loma Sanitary District Merced County Regional WMA** San Luis Obispo County IWMA Salinas Valley SWA Zero Waste Sonoma

PRIVATE

Alameda County Industries Athens Waste Services Burrtec **C&S Waste Solutions** GreenWaste Lawrence Berkeley National Lab **Marin Sanitary Service** Milpitas Sanitation Mission Trail Waste Systems **Mount Diablo Resource Recovery** Napa Recycling & Waste Services **Republic Services Sonoma County Resource Recovery** South San Francisco Scavenger **Syracuse University Waste Connections Keep Truckee Meadows Beautiful**

The Recycling Partnership

REC CLIST COLLABORATIVE RECORD KEEPING



Worked Together Since 2017



- CalRecycle's Electronic Annual Report (EAR)
- Compliance & Outreach Tracking
- Hauler Data Management

EAR Data

O Access the EAR Data article in the Knowledge Base

III View the Activity Summary for Education & Outreach data

Mandatory Commercial Recycling (MCR)

Total number of covered businesses: 69

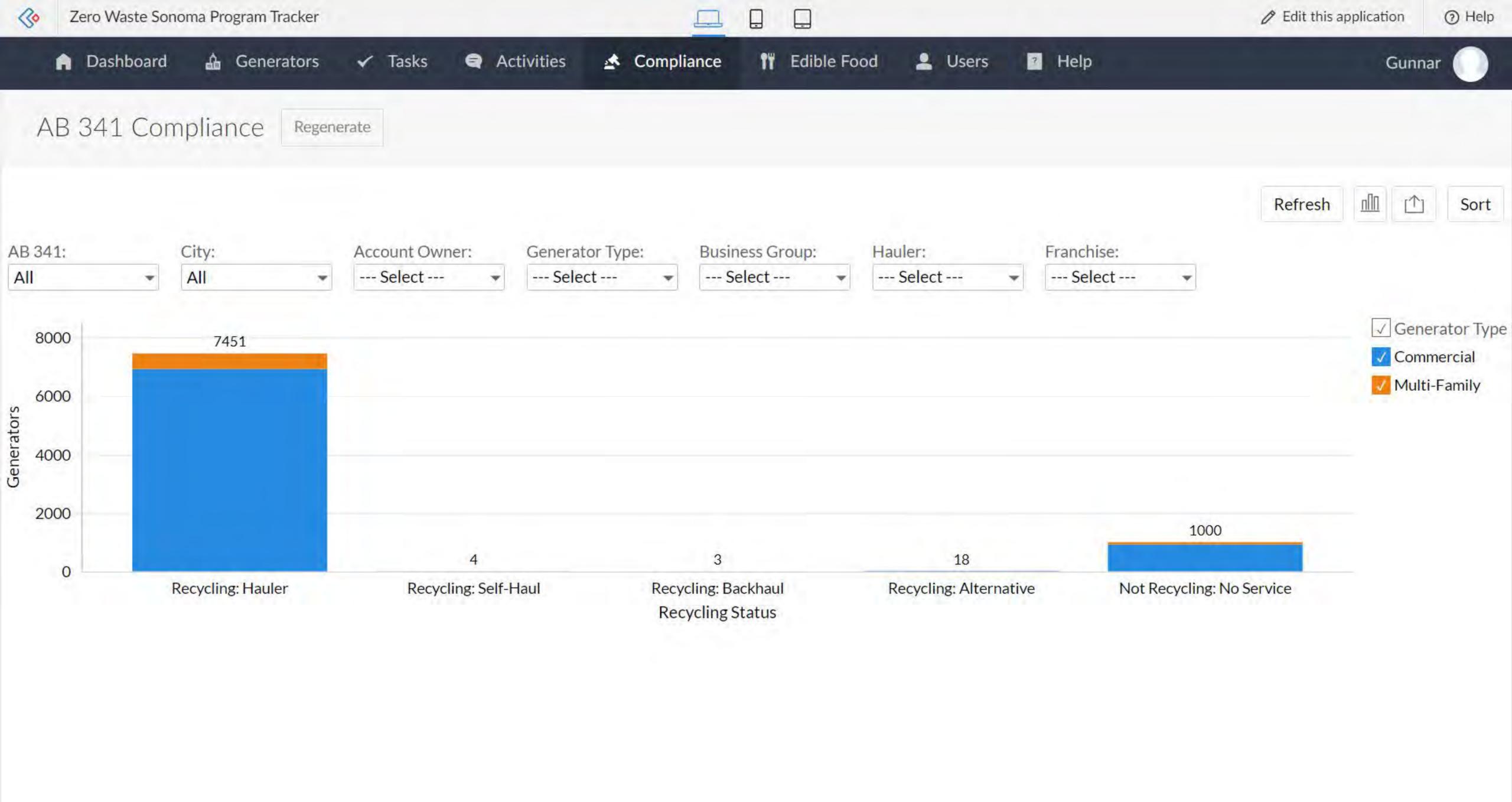
All Commercial Generators

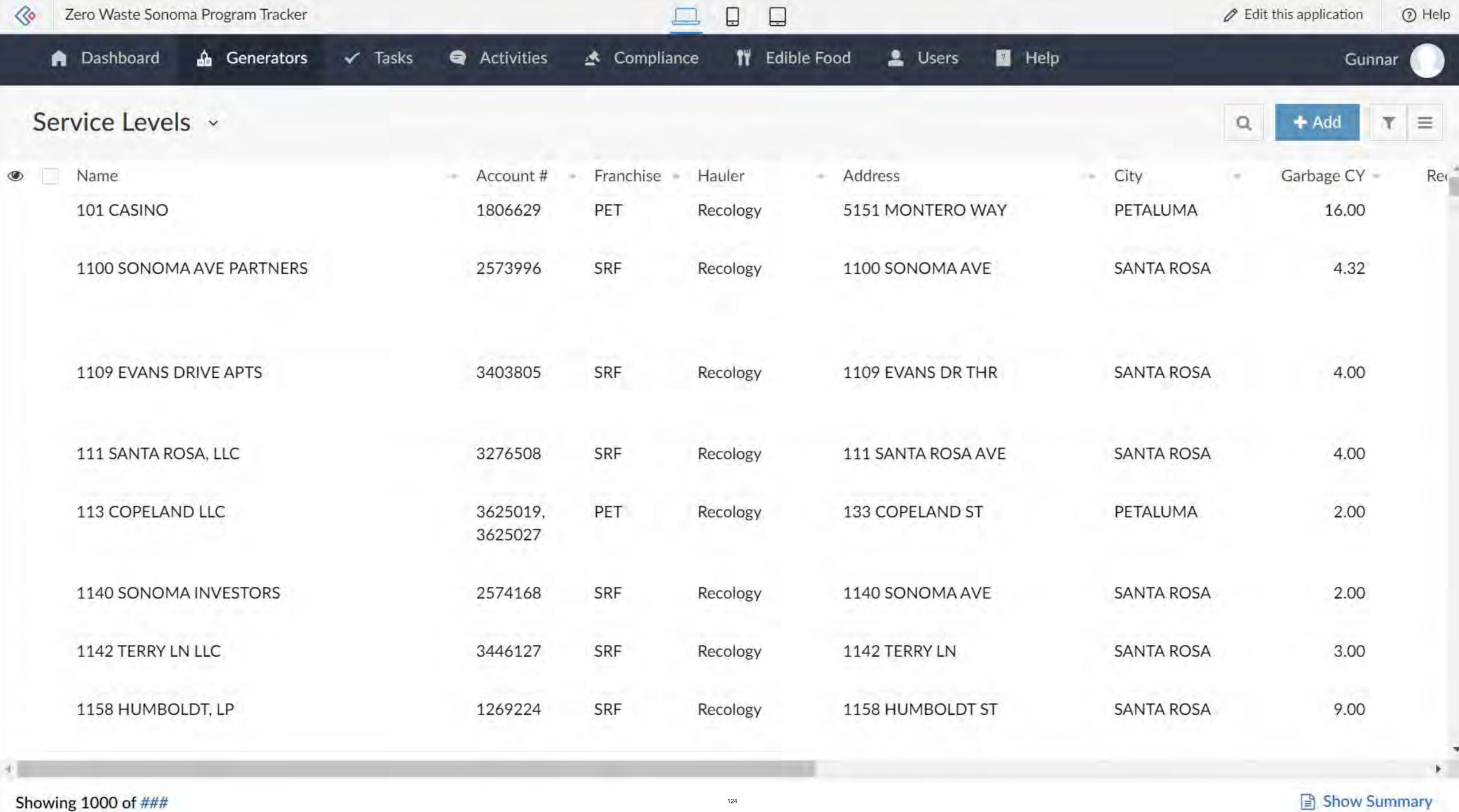
AB 341	#
Covered	69
Not Covered	3

Total number of covered businesses NOT recycling: 8

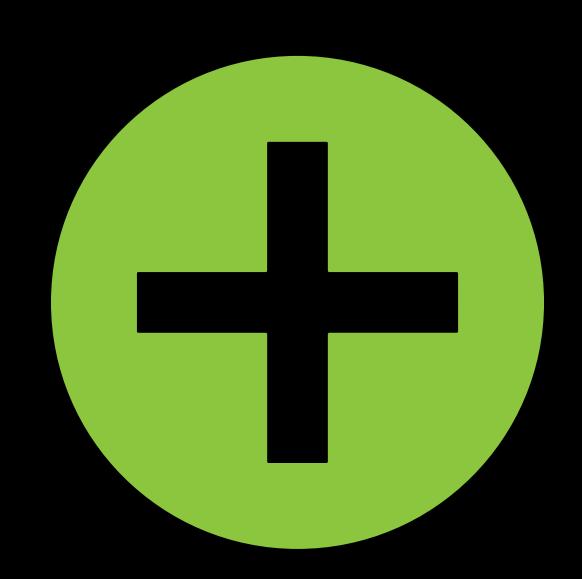
Commercial Generators AB 341 = Covered

Recycling Status	#
Not Recycling: No Service	7.
Not Recycling: Not Participating	3.
Recycling: Hauler	35
Recycling: Shared	17
Recycling: Self-Haul	3
Recycling: Backhaul	5
-No Value-	0





Upgrade Benefits



- Continued time and money savings
- **Countless new features**
- Seamless stakeholder collaboration
- SB 1383 Implementation Record

Time and Money Saved







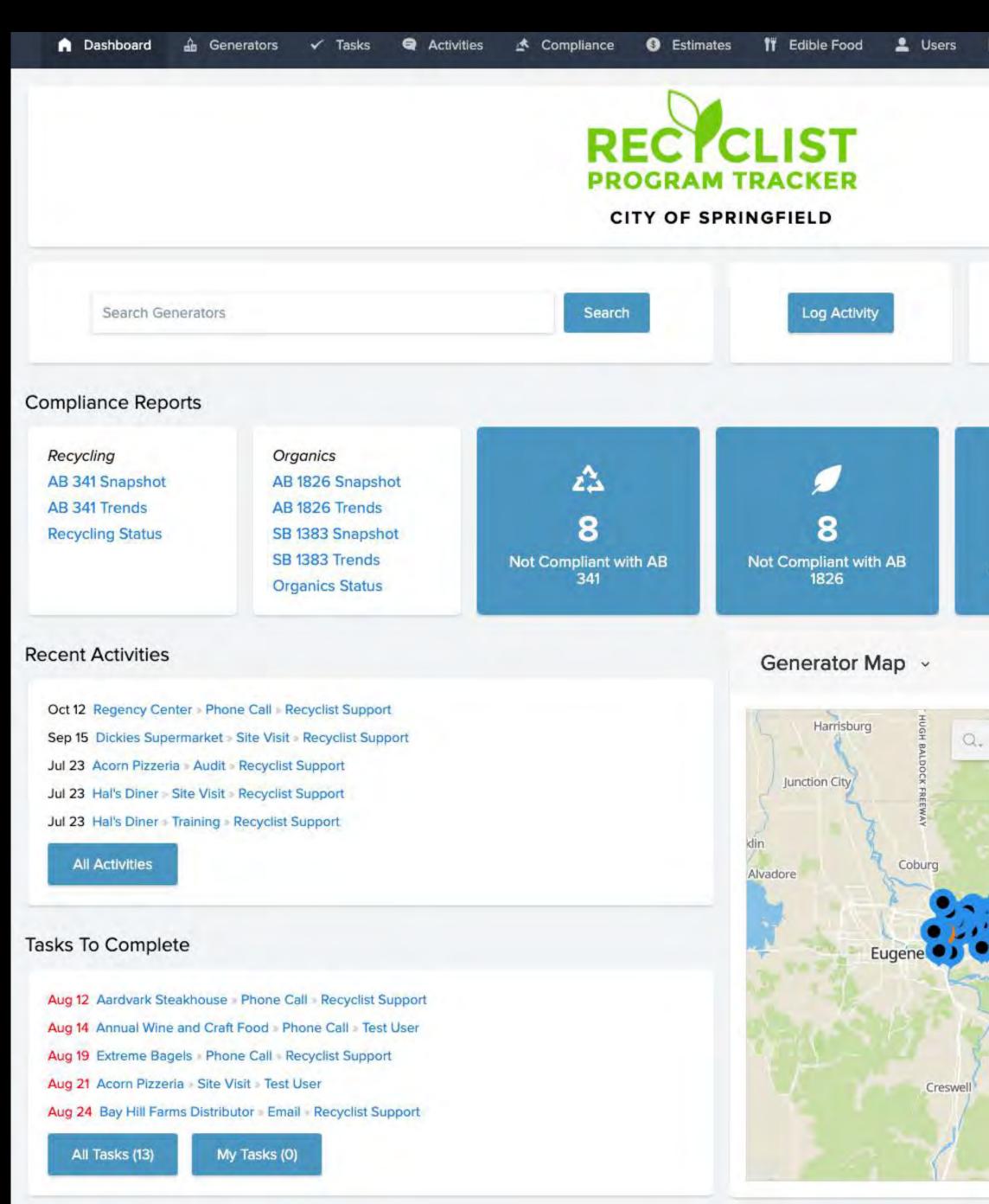
Minimum of 25% FTE/year for database management

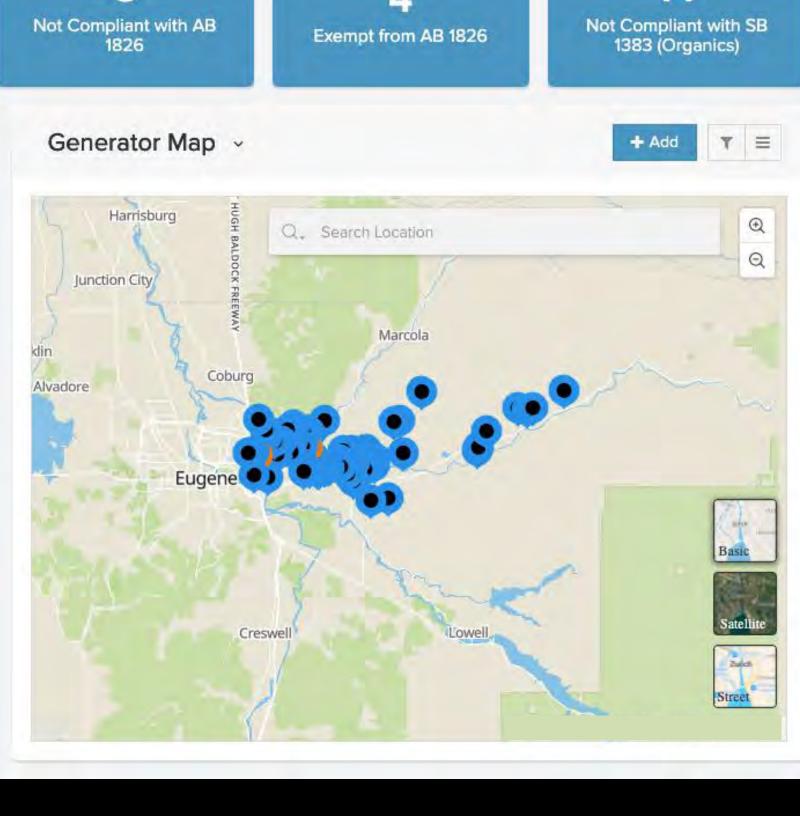


~1+ years & ~\$100k+ to develop internal tool



Extra benefits unique to working with us

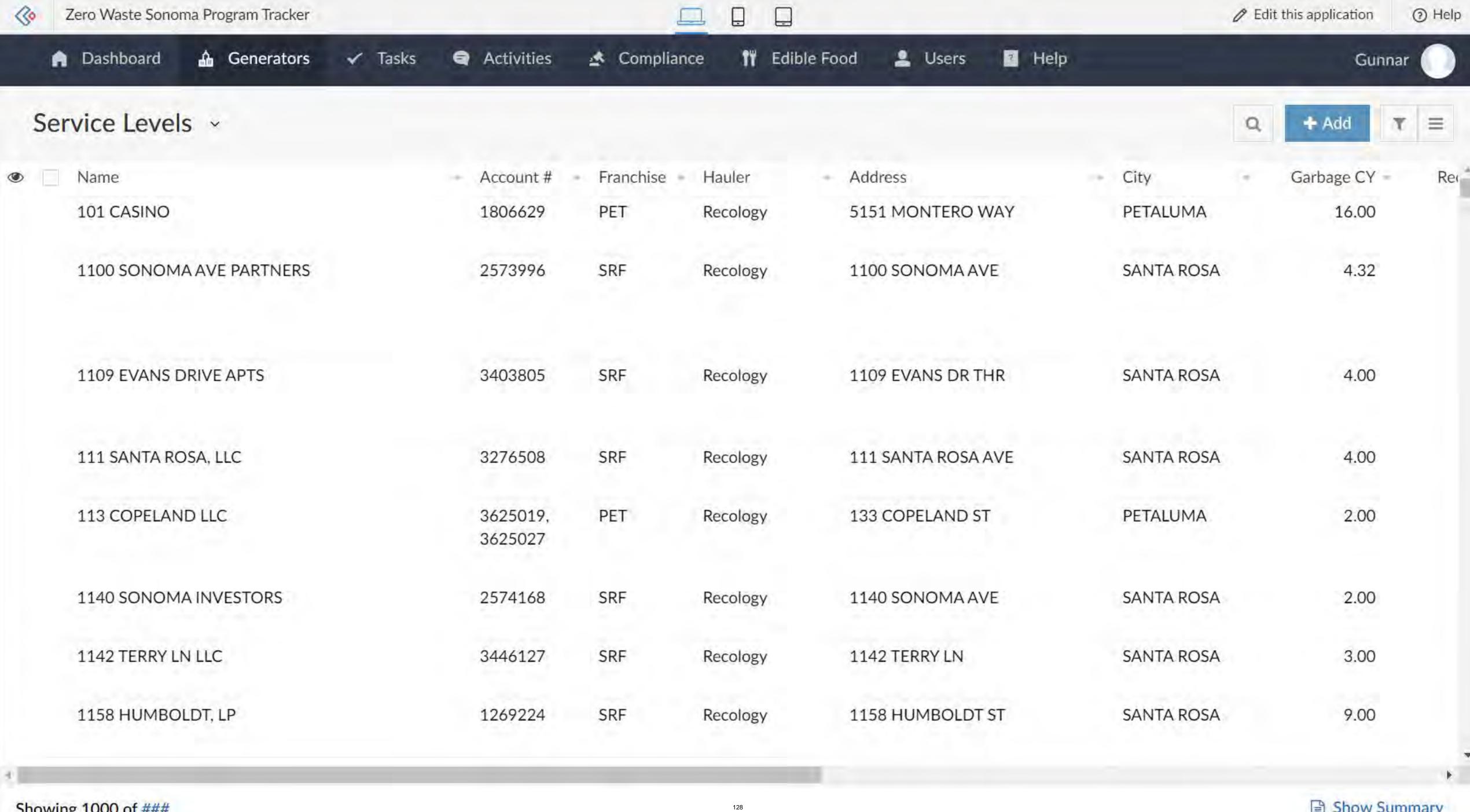


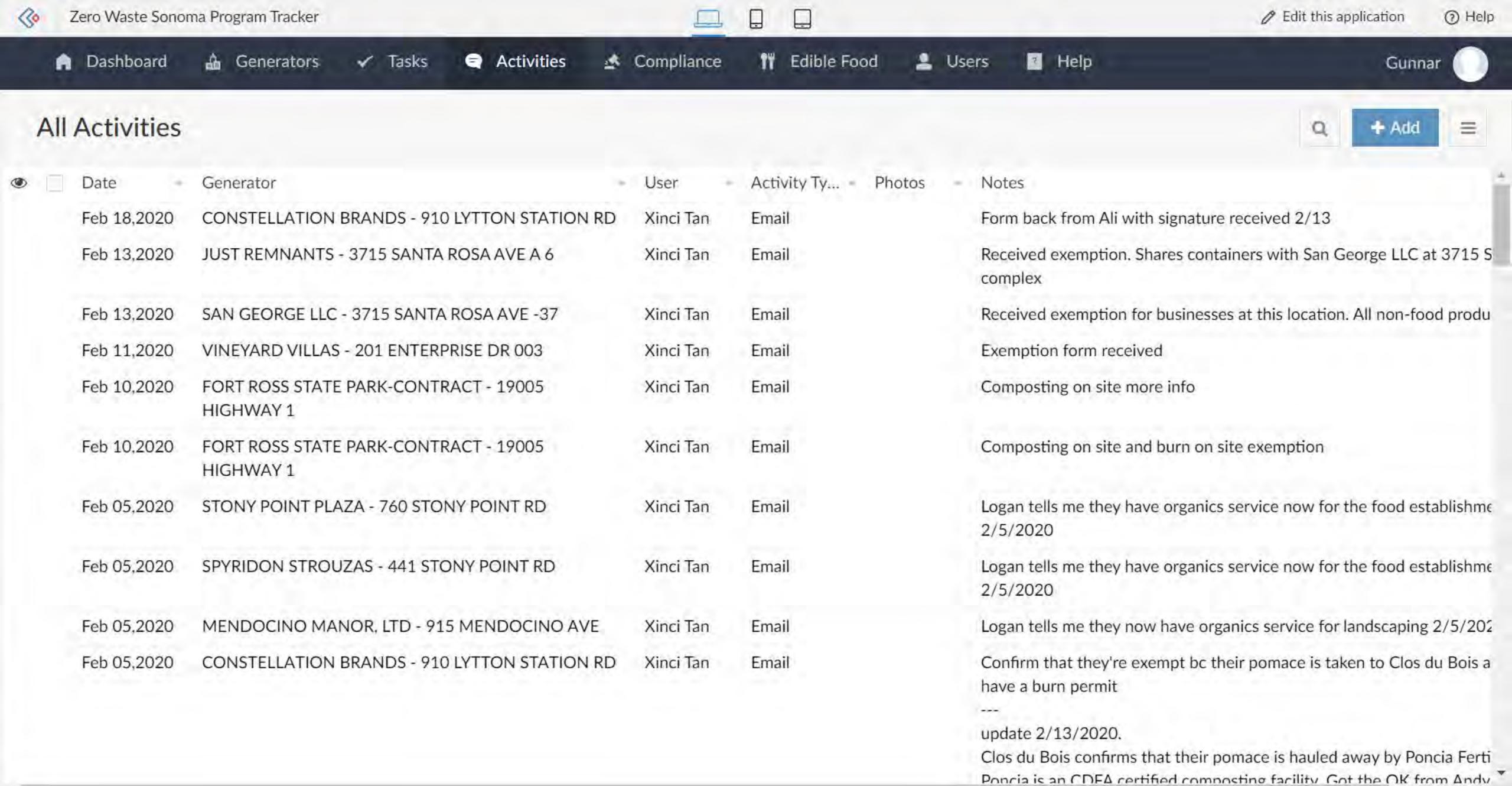


Add Task

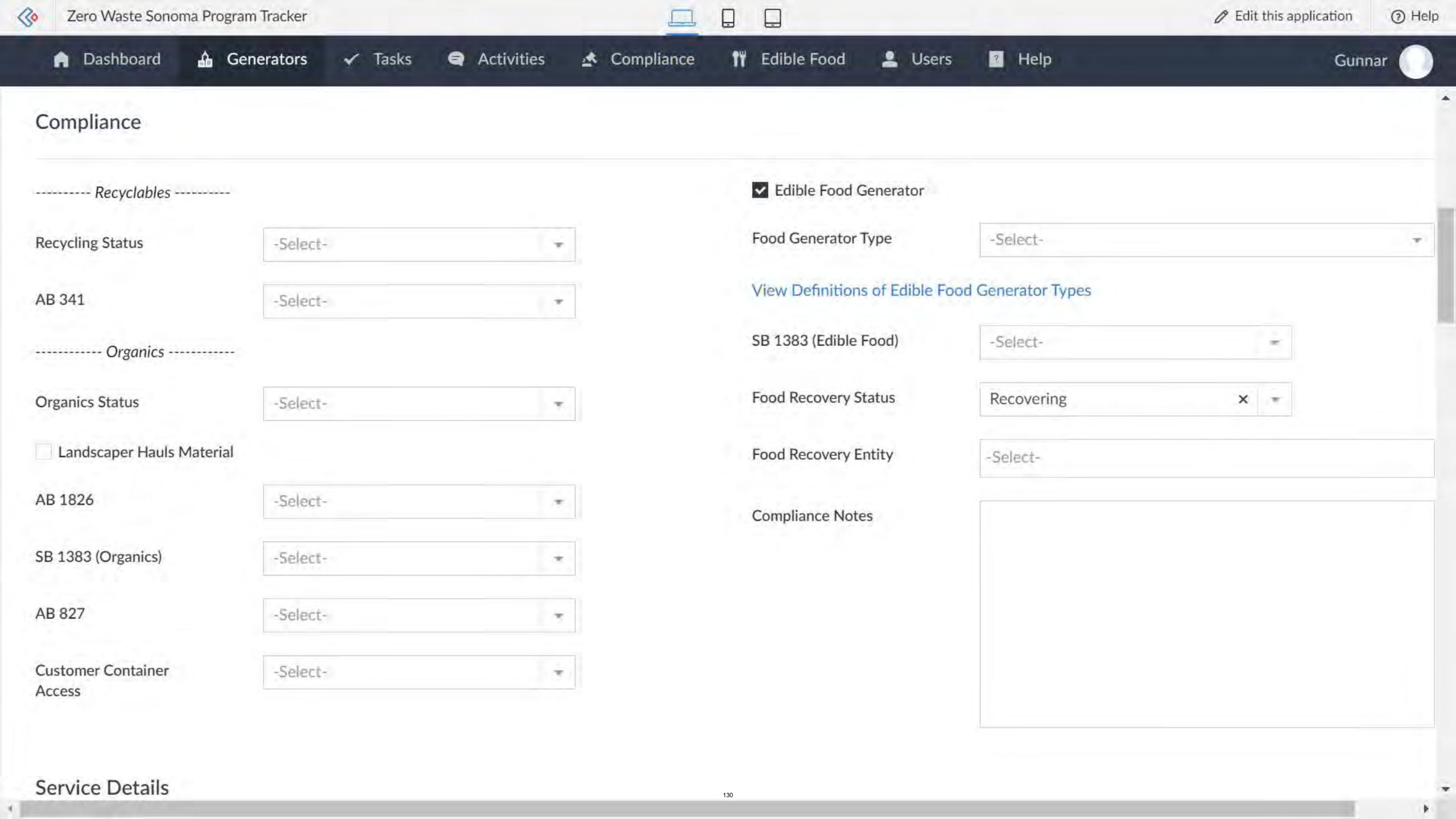
Recyclist (

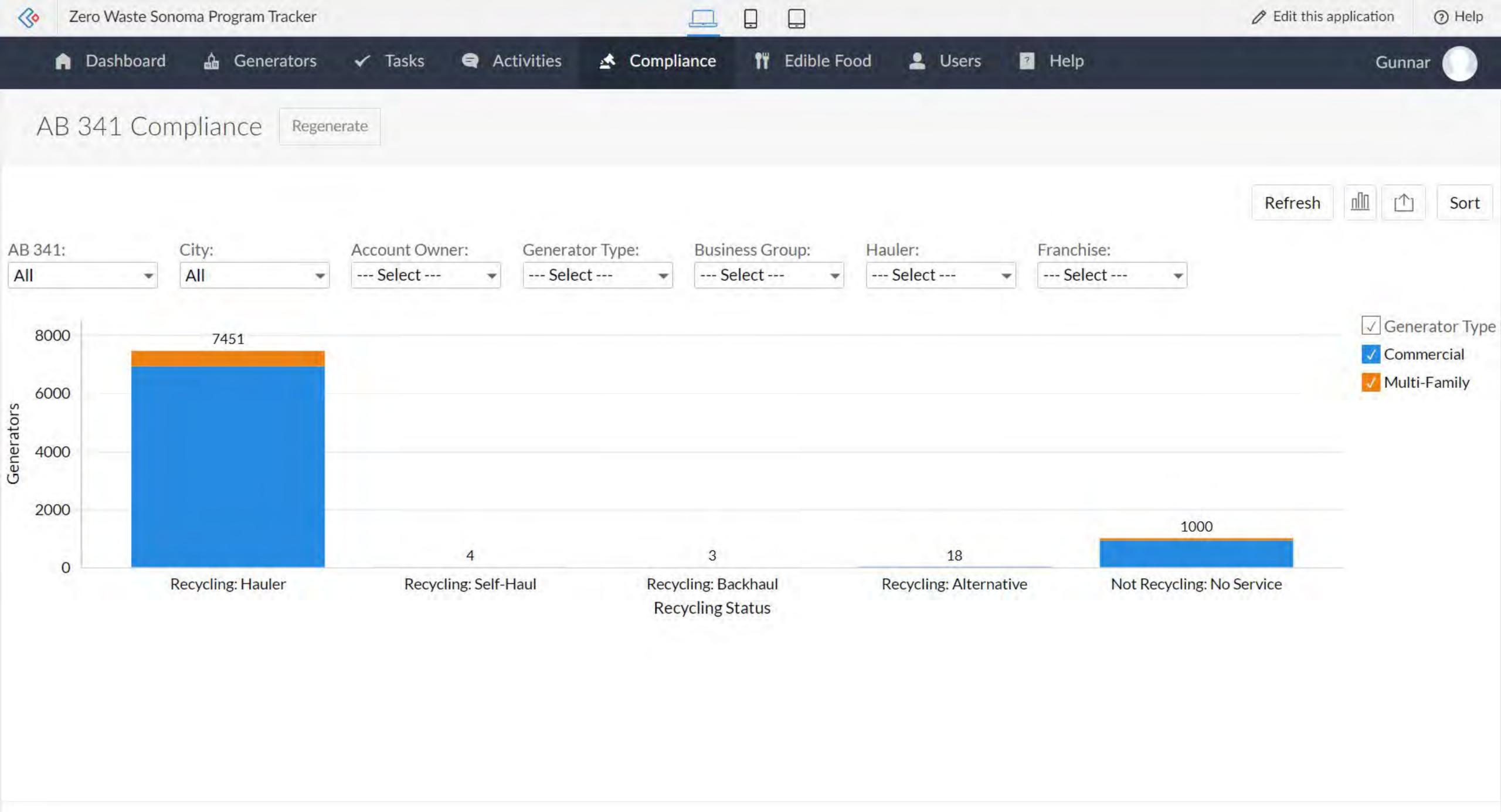
Add Estimate

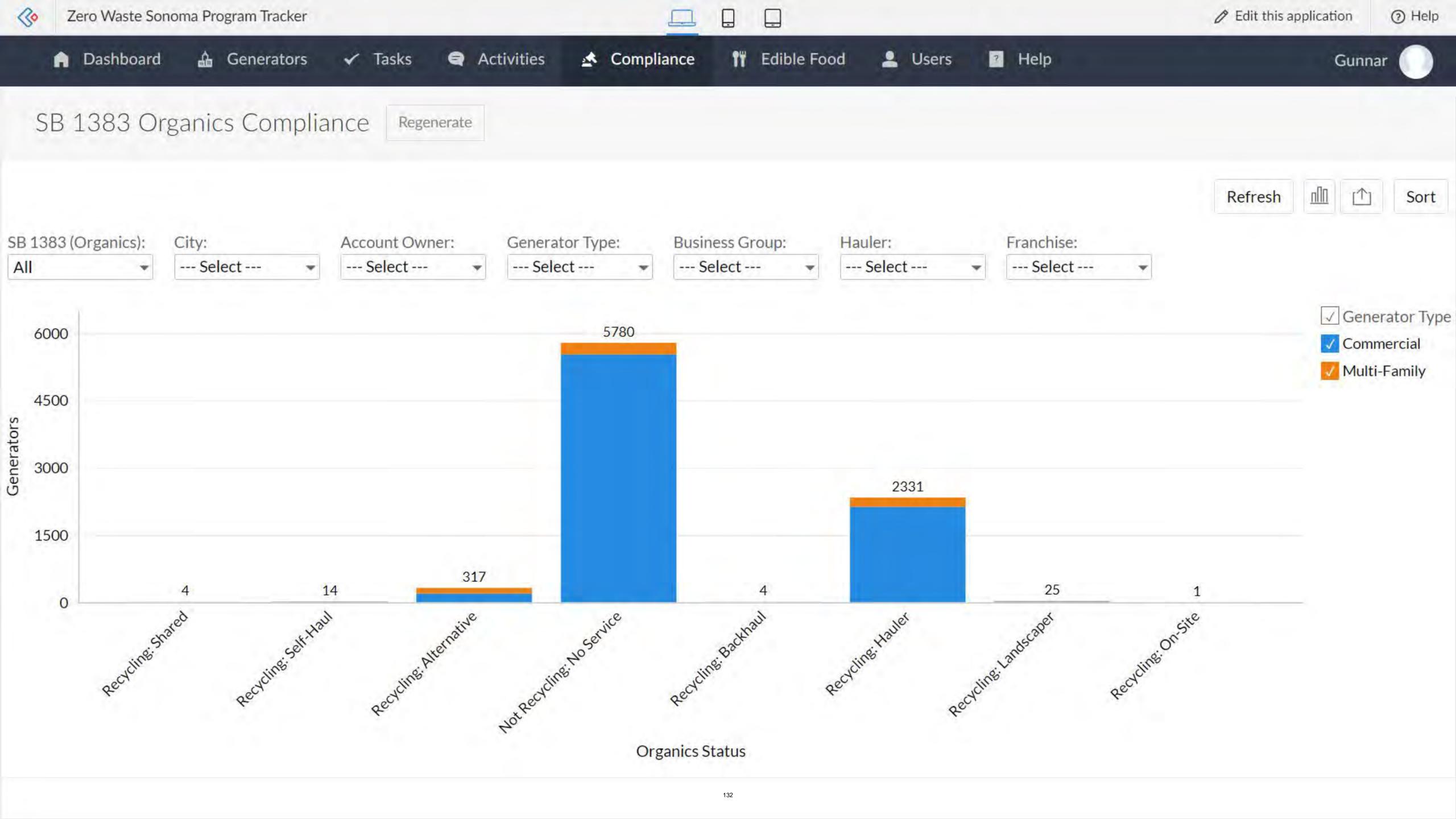


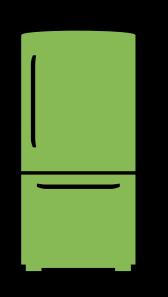


Showing 41 of 41









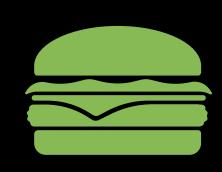
Food Recovery Organizations



City



Hauler(s)



Edible Food Generators SB 1383
IMPLEMENTATION
RECORD



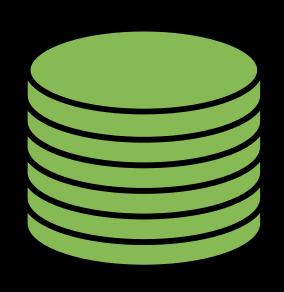


Code Enforcement



Environmental Health

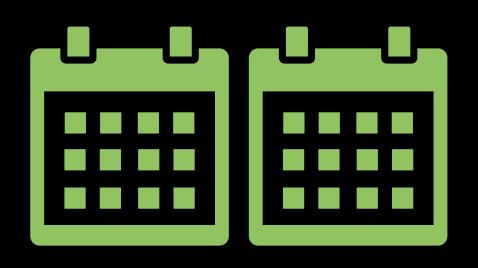
SB 1383 RECORDKEEPING REQUIREMENTS



Stored in One Central Location



Accessible to
CalRecycle
Within
10 Business Days



Updated Within 60 Days



SB 1383 Dashboard















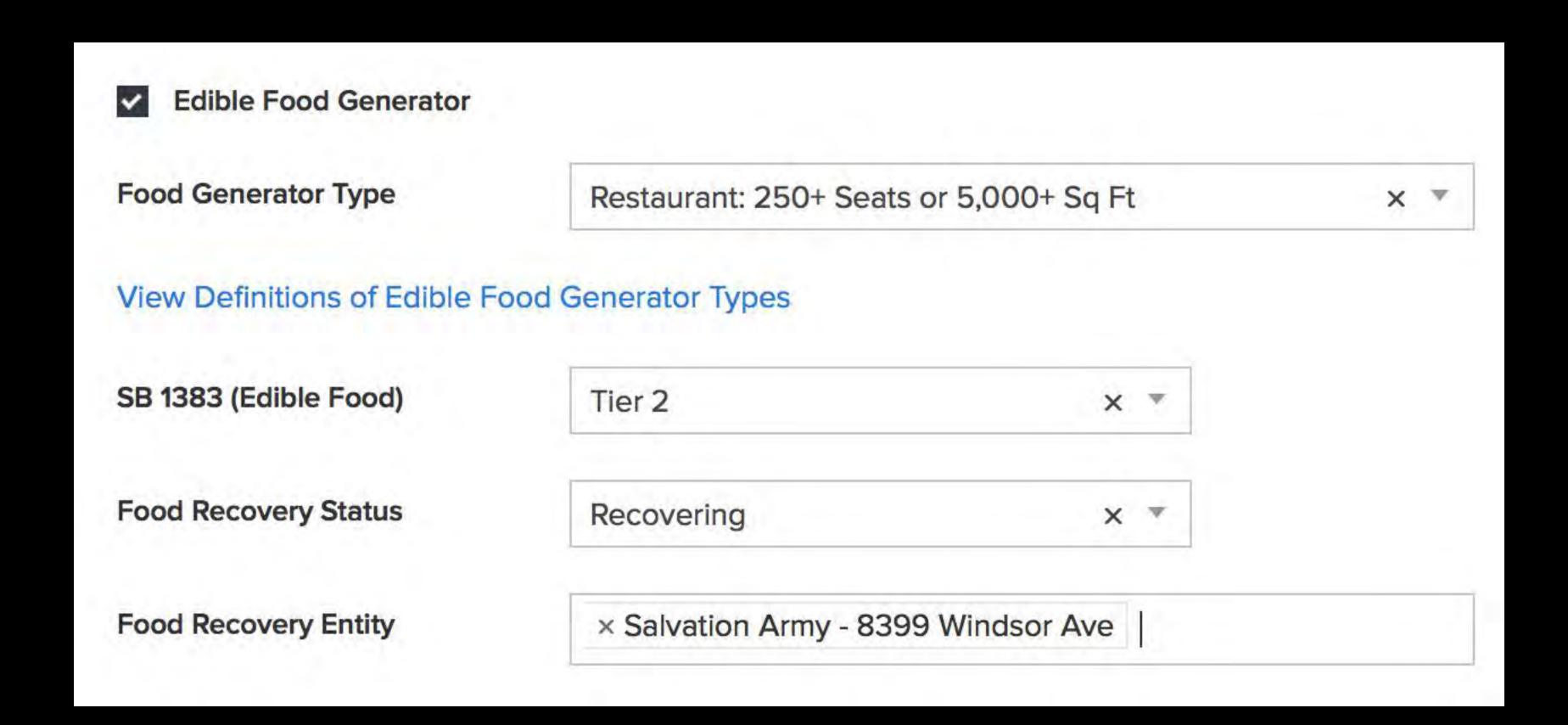












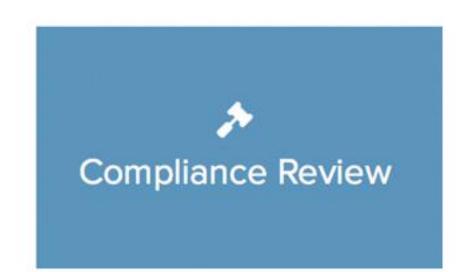


SB 1383 Dashboard

























Food Recovery Entity Name * Entity Type * -Select-Food Recovery Organization is an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to: food bank, nonprofit charitable organization, nonprofit charitable temporary food facility. Food Recovery Service is a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery. Address City ZIP Phone

Receiving Hours	
Distribution Hours	
Accepted Food	All Food Types
	Baked Goods Dairy Meat & Other Protein
	Prepared - Individually Packaged Prepared - Trays/Multi-Serving
	Produce
Recovery Capacity (Pounds/Month)	Other



SB 1383 Dashboard





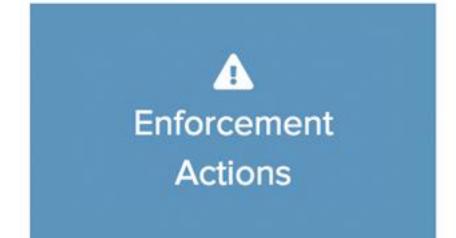










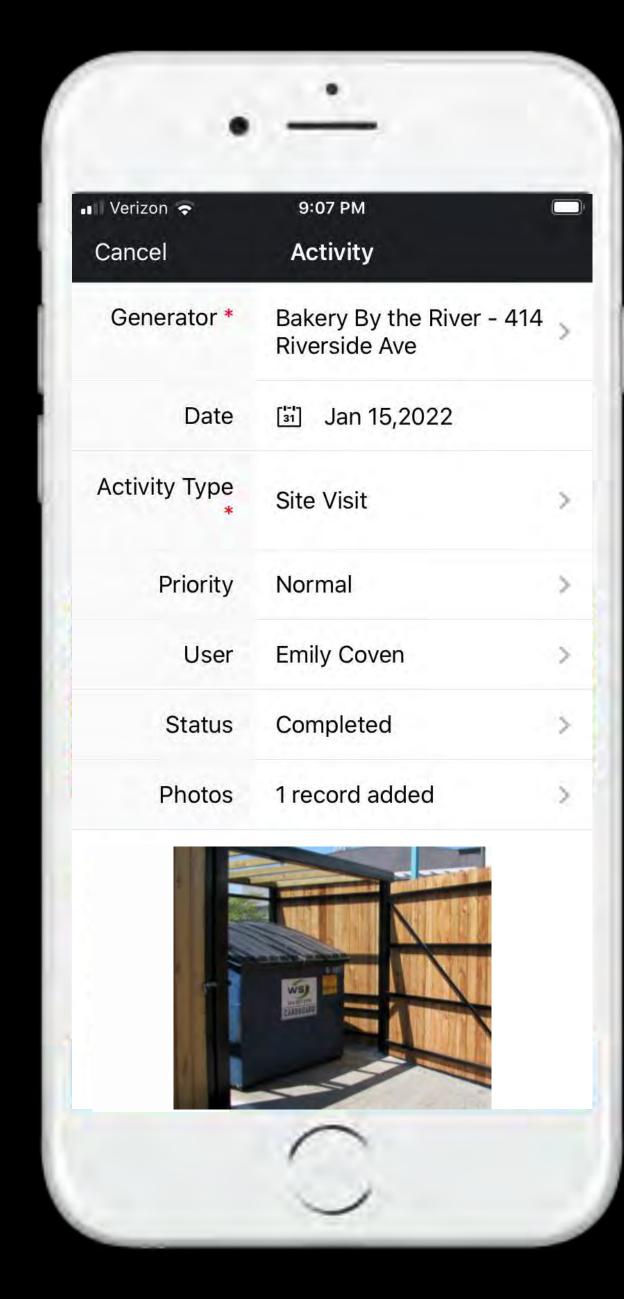












SITE VISITS

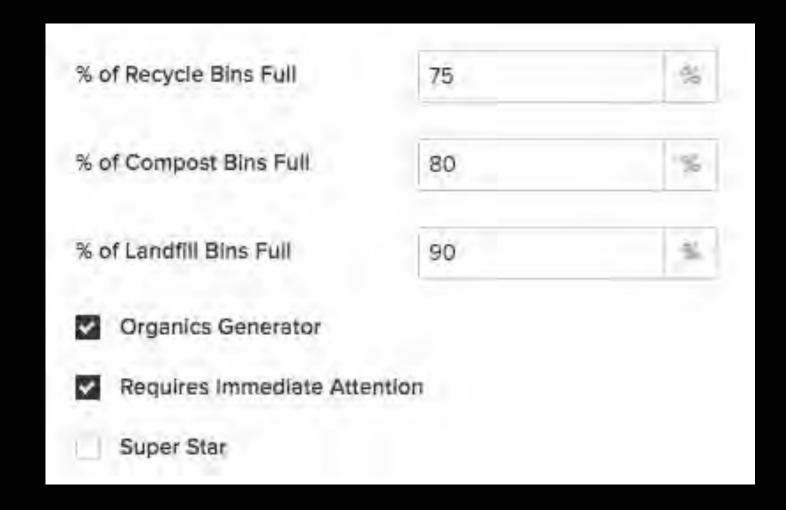








FIELD AUDITS



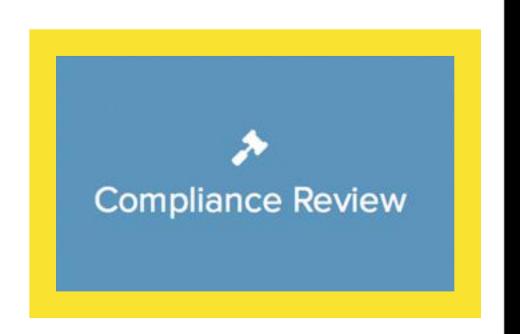


























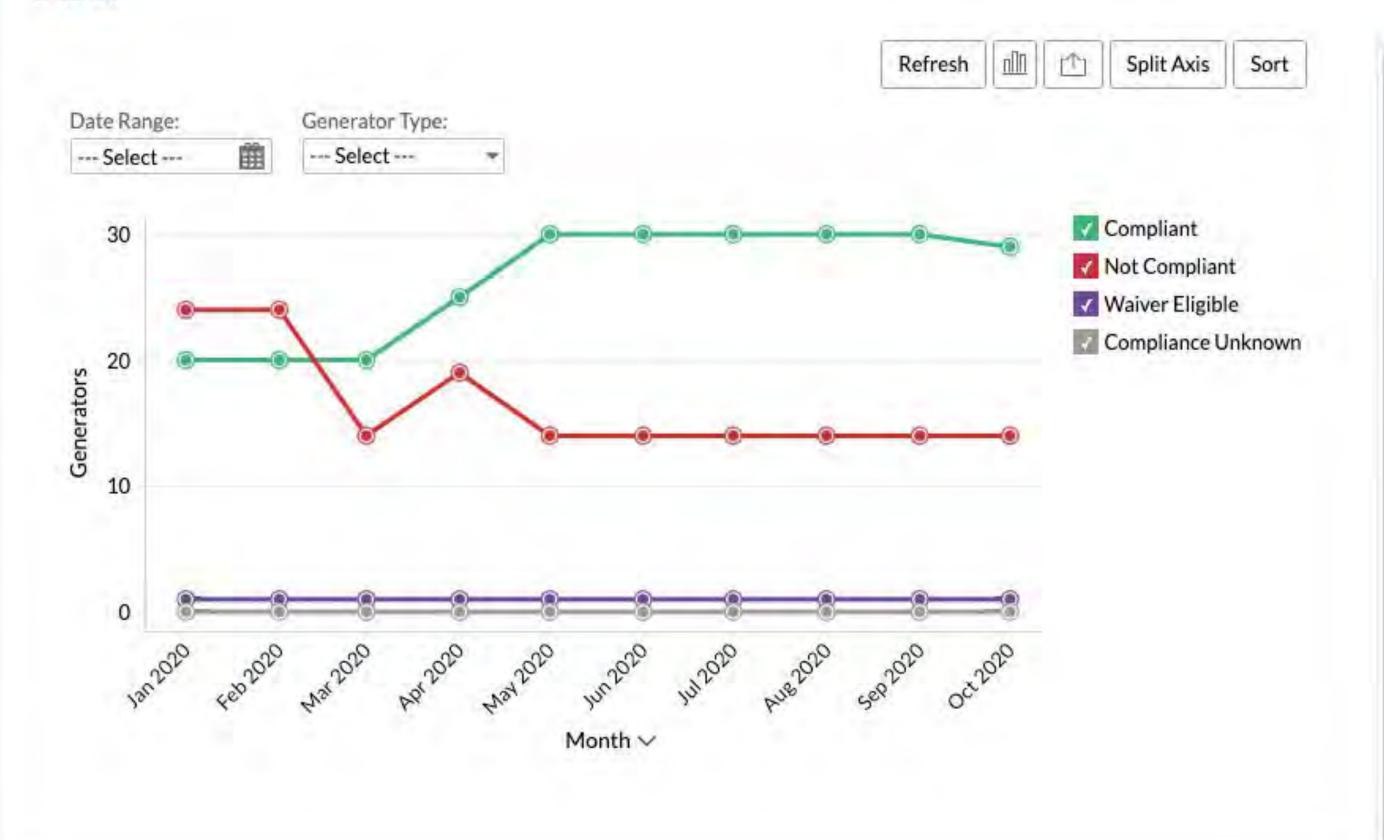


SB 1383 (Organics)

Snapshot

Refresh Sort Month: Generator Type: Previous Month --- Select ---29 Compliant 14 Not Compliant Waiver Eligible Compliance Unknown 0 32% 66%

Trends





























SB 1383 (Organics)

-Select
Covered

Not Covered

Waiver Eligible

SB 1383: Reason for Waiver -Selection Frequency

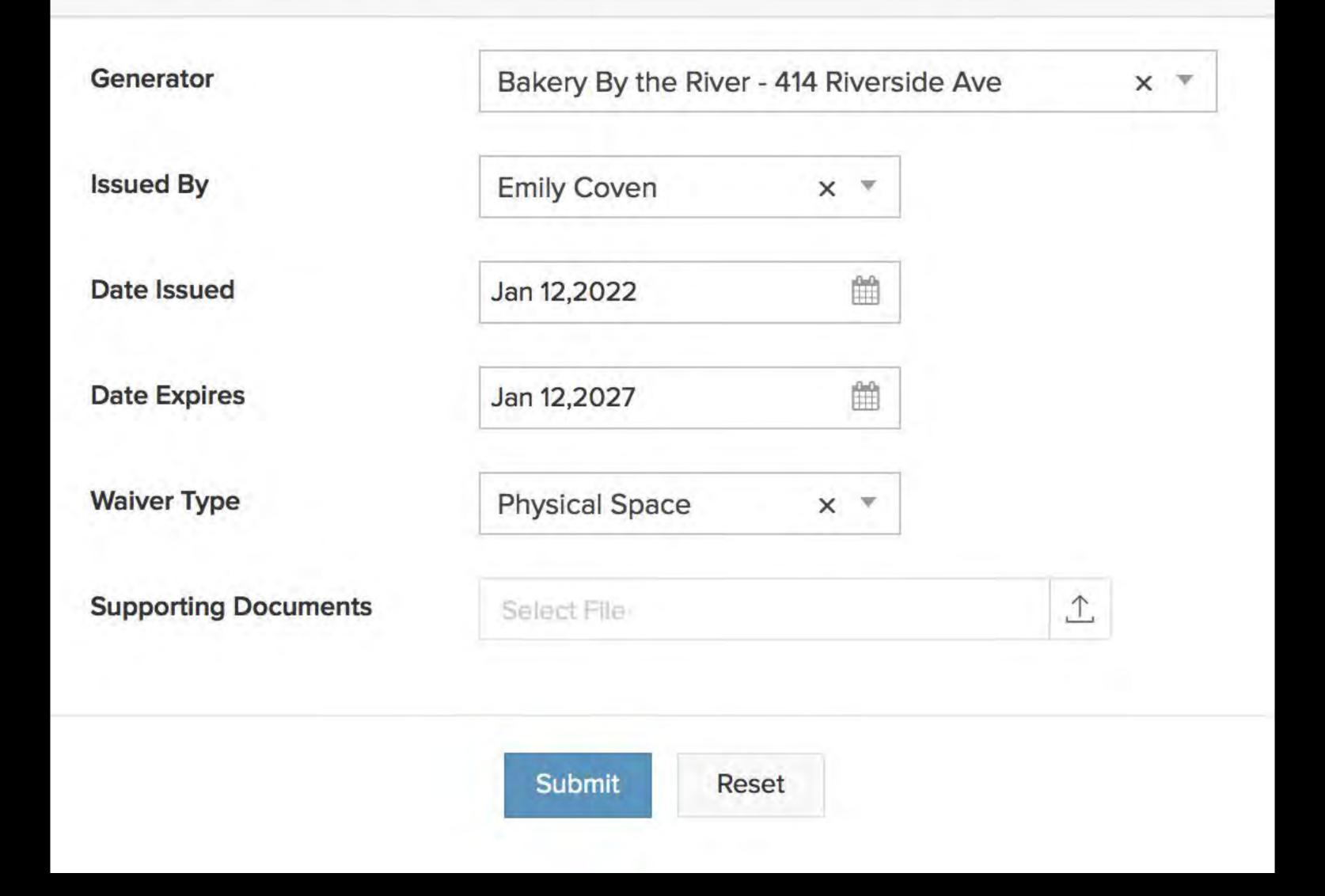
To Minimis: 20 Gal

De Minimis: 10 Gal

Physical Space

Collection Frequency

SB 1383 Waiver



All SB 1383 Waivers

•	Generator	Issued	Expires	Waiver Type
	Marigold Coffee Shop - 54 Cleveland St	Aug 15,2014	Aug 15,2019	Physical Space
	Rubicon Hotel - 212 2nd St	Sep 08,2014	Sep 08,2019	De Minimis
	Hoyts Burgers and Fries - 118 1st St	Oct 01,2014	Oct 01,2019	Physical Space
	Hometown Dentistry - 226 2nd St	Feb 15,2015	Feb 15,2020	De Minimis
	Rollercoaster Heaven - 114 1st St	Jun 04,2015	Jun 04,2020	De Minimis
	Beaux Jardin - 111 1st St	Jul 10,2016	Jul 10,2021	Physical Space
	Starbucks - 302 3rd Ave	Jan 17,2017	Jan 17,2022	Physical Space
	Applebee's - 107 1st St	Mar 04,2017	Mar 04,2022	De Minimis
	Lemongrass Thai Cuisine - 1265 Northwest Ave	Mar 12,2018	Mar 12,2023	Collection Frequency
	Applebee's - 107 1st St	Apr 17,2018	Apr 17,2023	Physical Space
	Bakery By the River - 414 Riverside Ave	Oct 02,2019	Oct 02,2024	De Minimis



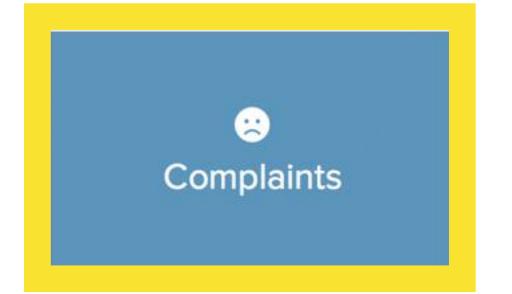








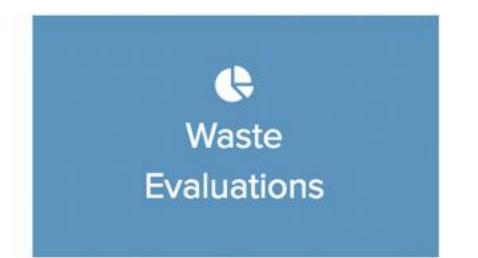








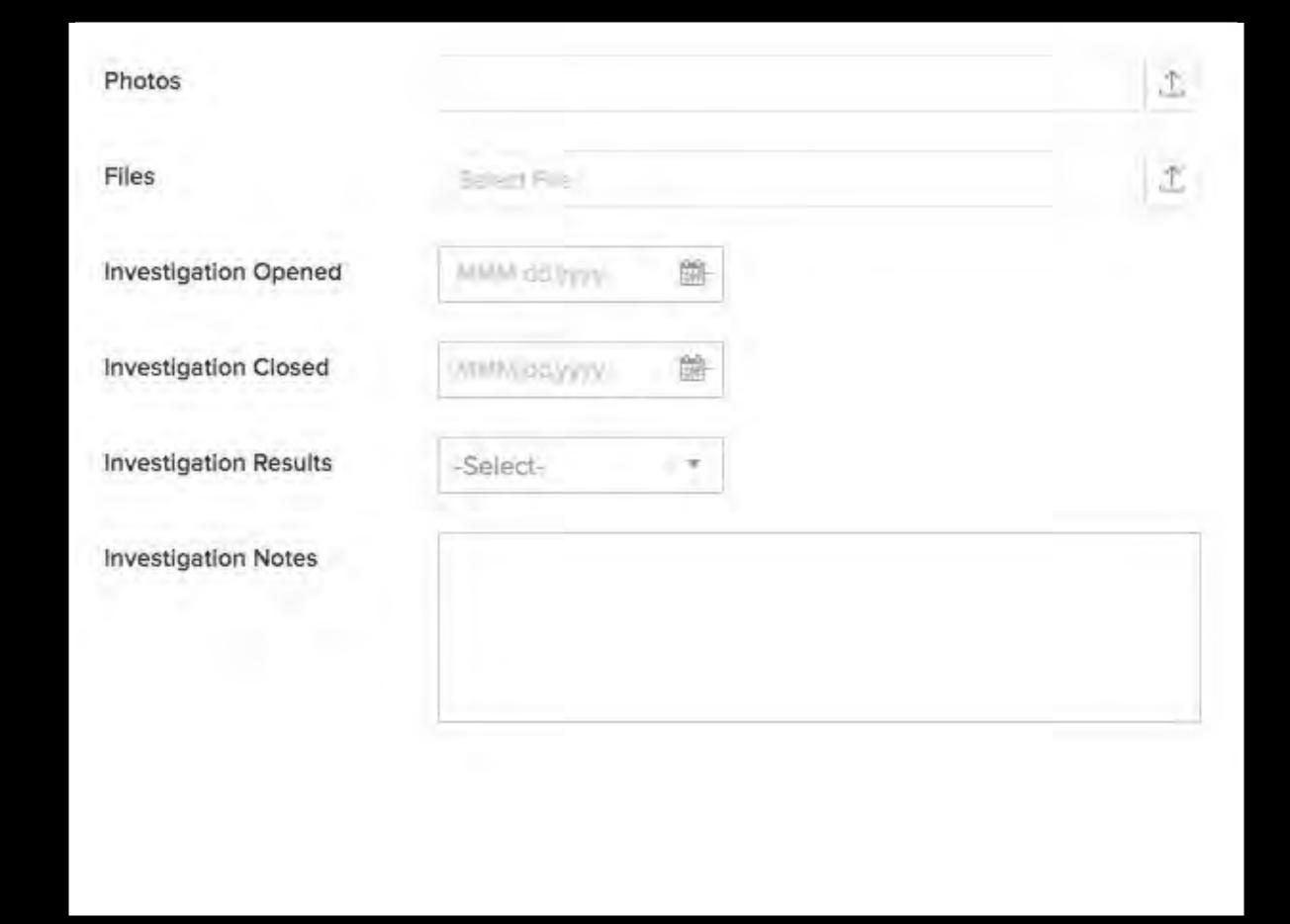








Complaint Complaint Date Complainant -Select-Violator -Select-Description Witnesses



















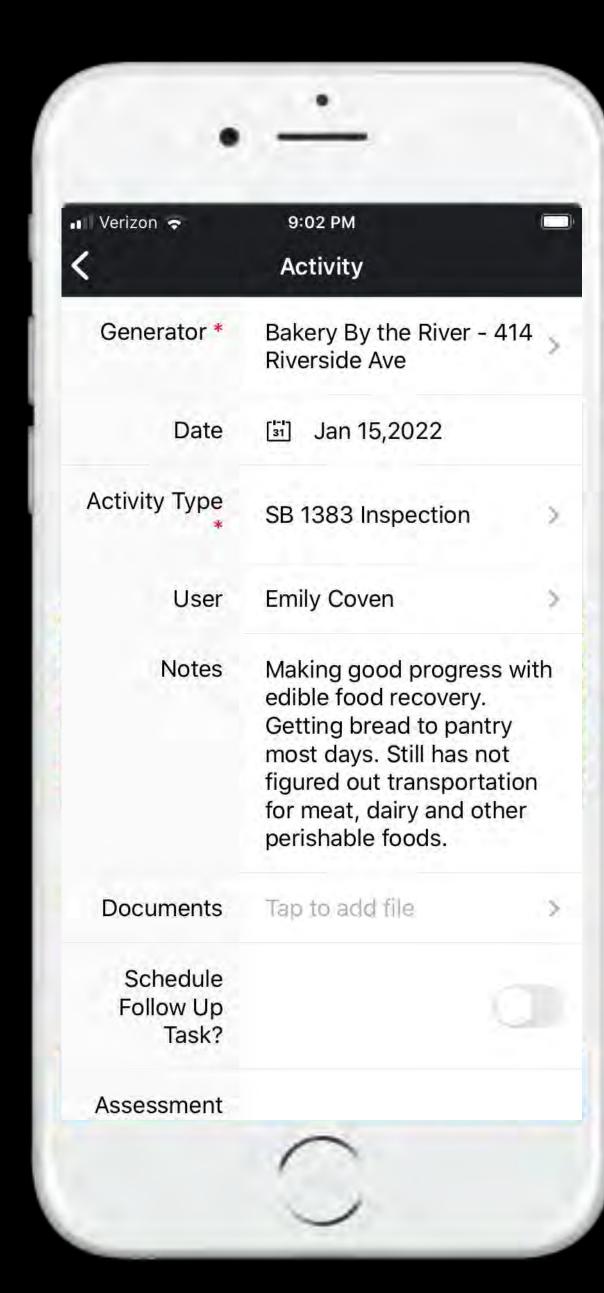






































EAR Data

O Access the EAR Data article in the Knowledge Base

Ⅲ View the Activity Summary for Education & Outreach data

Mandatory Commercial Recycling (MCR)

Total number of covered businesses: 69

All Commercial Generators

AB 341	#
Covered	69
Not Covered	3

Total number of covered businesses NOT recycling: 8

Commercial Generators AB 341 = Covered

Recycling Status	#
Not Recycling: No Service	7.
Not Recycling: Not Participating	3
Recycling: Hauler	35
Recycling: Shared	17
Recycling: Self-Haul	3
Recycling: Backhaul	5
-No Value-	0

SaaS Software as a Service

- Annual Subscription Fee includes:
- **Unlimited User Accounts**
- Unlimited Data Storage
- **User Training**
- User Manual / Knowledge Base
- 9x5 Support
- Custom Forms, Reports, Functionality

Standard Pricing

- \$24,900/year base subscription
- ~\$2,000/each municipality included
- \$3,000/year optional hauler limited access
- \$1,000/data import

Upwards of ~\$50,000/year for large JPA

Your Pricing

- Discounted for being long-term customer
- No multi-municipality charge
- \$22,410/year base subscription
- \$3,000/year hauler limited access
- \$1,000/year for 3 hauler data imports
- \$500/additional data imports
- Only ~\$26,410/year



DISCOVERY

PROCUREMENT

IMPLEMENTATION

ONGOING SUPPORT



DISCOVERY

PROCUREMENT

IMPLEMENTATION

ONGOING SUPPORT

66

With data, and often with technology, infrastructure is the easy part.

What's really complicated is the humans.



- Samantha Hammar, Candidate for Massachusetts State Senate, 2018



For more information: Https://recyclist.co/

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