

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

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

**RECITALS**

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

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

**WHEREAS**, the State of California passed SB 1383 (Chapter 395, Statutes of 2019), which assigned the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

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

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

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

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

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

### AGREEMENT

1. **Term.** This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in Section 10 of this MOU.

2. **Definitions.**

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

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

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

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

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

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

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

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

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

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

(j) “Local Enforcement Agency” or “LEA” means the Sonoma County Department of Health Services, Solid Waste Local Enforcement Agency.

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

(l) “Route review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination, and may include mechanical inspection methods such as the use of cameras.

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

### 3. **Responsibilities of the Agency.**

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

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

through other social media as deemed appropriate at the Agency's discretion. The information generated pursuant to this subparagraph shall be updated at least annually.

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

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

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

(b) **Procurement.**

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

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

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

(iv) The Agency shall include all documents and information required pursuant to Section 18993.2 of the Regulations as they relate to the

procurement of Organic Waste products by the Agency pursuant to subparagraph (ii) in the Implementation Record for each of the Jurisdictions. This documentation shall be made available to the Jurisdictions through the Implementation Record, as set forth below.

(c) **Reporting and recordkeeping.**

(i) The Agency shall prepare and submit the reports required pursuant to Section 18992.1 and 18992.2 on Organics processing capacity and Edible Food recovery capacity planning. The Agency shall submit the required reports in accordance with the schedule established in Section 18992.3.

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

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

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

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

(e) **Complaints and violations.**

(i) The Regulations require the Jurisdictions to provide a procedure for the receipt and investigation of written complaints of alleged violations of the Regulations. In conformance with this requirement, the Agency shall make an online complaint form available on its website for public submission and will make the form available for the Jurisdictions to place on their respective websites. The complaint form shall collect all information required under Section 18995.3. Upon receipt of a complaint, the Agency shall forward the complaint to the appropriate Jurisdiction and

Hauler. The Agency shall work with the appropriate Jurisdiction and the Hauler to investigate the validity of the complaint within 90 days of receipt in accordance with Section 18995.3. The Agency will coordinate with the appropriate Jurisdiction in an effort to ensure that the information collected by the Agency through the investigation process is reasonably sufficient to allow the Agency to determine whether to initiate a formal enforcement action, and to utilize the collected information if such action is initiated. If a Generator is found to be non-compliant, the Agency shall notify the Generator of the Agency's determination of non-compliance, including the basis for its determination and the supporting evidence received or generated by the Agency. As part of the notification the Agency will provide resources to assist the Generator in achieving compliance with the Regulations. Nothing herein shall prevent a Jurisdiction from initiating a formal enforcement action as deemed appropriate in the Jurisdiction's discretion prior to completion of the Agency's investigation. In the event that a Jurisdiction initiates such formal enforcement action, the Agency shall coordinate with the Jurisdiction to ensure that the Agency's investigation is carried out in a manner that supports the Jurisdiction's investigation.

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

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

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

additionally conduct annual inspections of Tier Two Edible Food Generators within the County in a manner as necessary to comply with the requirements of Section 18995.2(a)(2) for all of the Jurisdictions. The Agency may adjust the frequency or number of inspections from time to time if required by CalRecycle.

(g) **Waivers.**

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

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

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

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

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

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

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

**4. Responsibilities of the Jurisdictions.**

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

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

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

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

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

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

6. **Withdrawal of Jurisdictions; Termination by Agency.** Any Jurisdiction may withdraw as a party to this MOU upon giving one hundred and eighty (180) calendar days' prior written notice to the other Parties. Further, the Agency may



terminate this MOU upon giving three hundred and sixty-five (365) days' prior written notice to the Jurisdictions. Upon termination of this MOU, the Agency shall have no further obligations pursuant to this MOU.

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

To: Agency  
Sonoma County Waste Management Agency  
Attention: Executive Director  
2300 County Center Drive, Ste. B-100  
Santa Rosa, CA 95403  
Telephone Number: 707-565-3668  
Email:

To City of Cloverdale:  
City of Cloverdale  
Attention: City Manager  
\_\_\_\_\_  
Cloverdale, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Cotati:  
City of Cotati  
Attention: City Manager  
\_\_\_\_\_  
Cotati, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Healdsburg:  
City of Healdsburg  
Attention: City Manager  
\_\_\_\_\_  
Healdsburg, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Petaluma:  
City of Petaluma  
Attention: City Manager  
\_\_\_\_\_

Petaluma, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Rohnert Park:

City of Rohnert Park  
Attention: City Manager

\_\_\_\_\_  
Rohnert Park, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Santa Rosa:

City of Santa Rosa  
Attention: City Manager

\_\_\_\_\_  
Santa Rosa, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Sebastopol:

City of Sebastopol  
Attention: City Manager

\_\_\_\_\_  
Sebastopol, CA \_\_\_\_\_  
Telephone Number:  
Email:

To City of Sonoma:

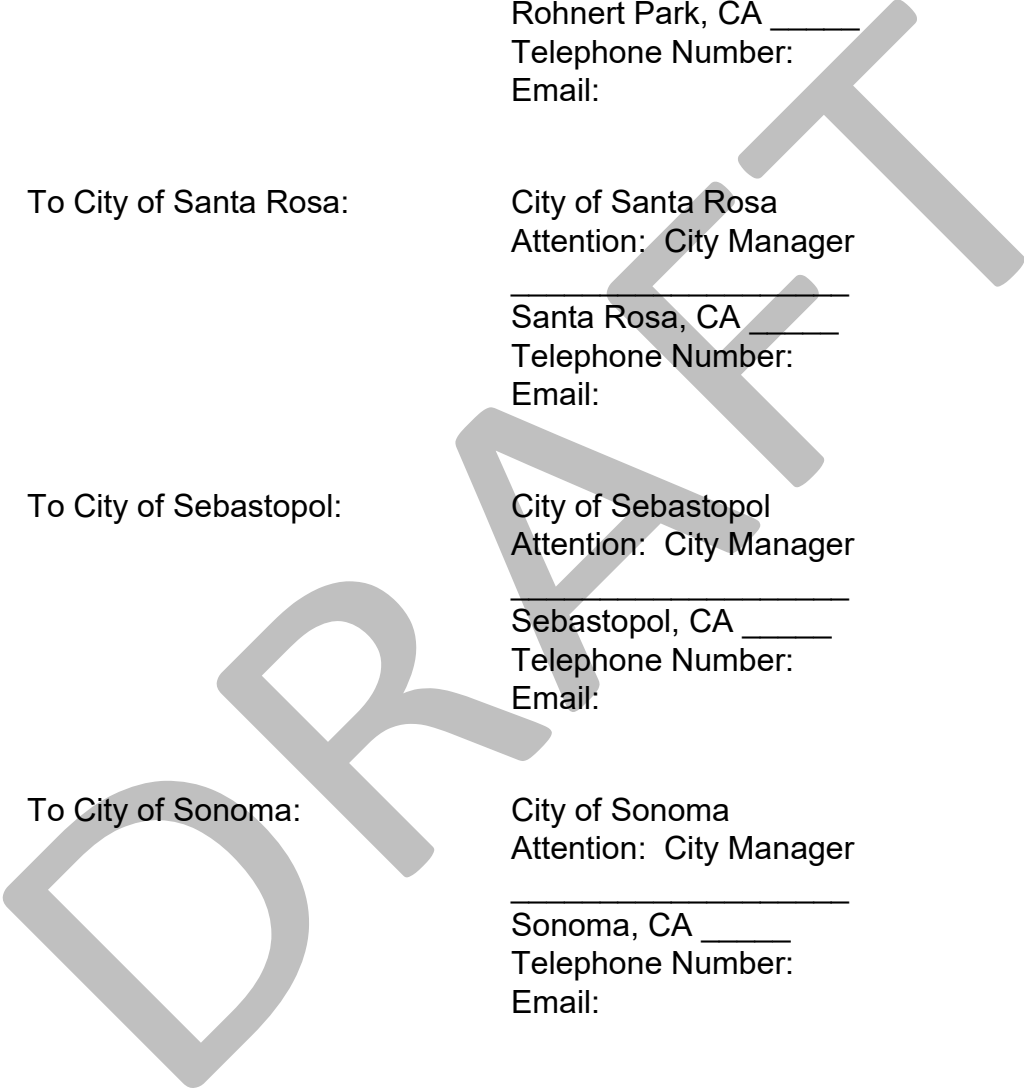
City of Sonoma  
Attention: City Manager

\_\_\_\_\_  
Sonoma, CA \_\_\_\_\_  
Telephone Number:  
Email:

To County of Sonoma:

County of Sonoma  
Attention: County Administrator

\_\_\_\_\_  
Sonoma, CA \_\_\_\_\_  
Telephone Number:  
Email:



To Town of Windsor:

Town of Windsor  
Attention: Town Manager

\_\_\_\_\_  
Windsor, CA \_\_\_\_\_

Telephone Number:

Email:

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

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

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

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

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

[Signatures on following page]

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

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

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

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

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

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

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

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

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

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

City Manager

APPROVED AS TO FORM:

---

City Attorney

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

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

City Manager

APPROVED AS TO FORM:

---

City Attorney

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

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

City Manager

APPROVED AS TO FORM:

---

City Attorney

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

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

City Manager

APPROVED AS TO FORM:

---

City Attorney

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

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

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

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

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

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

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

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

County Administrator

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

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

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

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

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

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

Leslie Lukacs  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_

Agency Counsel

Exhibit A  
Shared Costs Among Participating Jurisdictions