

**AGREEMENT  
FOR PERFORMING ARTS SERVICES  
BETWEEN THE CITY OF PALO ALTO AND THEATRE WORKS**

THIS AGREEMENT FOR PERFORMING ARTS SERVICES (“Agreement”) is made and entered into as of the 1<sup>st</sup> day of January, 2025 by and between THE CITY OF PALO ALTO, a California chartered municipal corporation (“City”) and Theatre Works (Organization Name), a California nonprofit public benefit corporation, located at 350 Twin Dolphin Drive, Suite 127, Redwood City, CA 94065 (Address) (telephone 877-662-8978) (“Contractor”) (individually, a “Party” and, collectively, the “Parties”).

1. **Services.** During the Term of this Agreement Contractor shall present that portion of Contractor’s Performances of its annual scheduled Productions that are produced at Facility pursuant to the Schedule approved by City for the Compensation set forth below, pursuant to the terms and conditions of this Agreement.
2. **Facility.** Facility shall mean the City-owned Lucie Stern Community Theatre, including, the theatre, lobby, green room, dressing rooms, scene shop, paint shop, light and sound booth, flat storage, rehearsal hall and costume shop.
3. **Performance.** Performance shall mean a single instance of a staged theatrical Production pursuant to a Schedule for a single fiscal year (July 1, through June 30).
4. **Production.** Production shall mean all activity from inception to completion to include multiple Performances together with such normal activities to include but not limited to load-in, load-out, set building, lighting design, rehearsal, and activities taking place in the auditorium, stage, paint shop, scene shop, flat dock, costume shop, green room, dressing rooms, rehearsal hall, lobby, hallways and outdoor areas adjacent to Facility (collectively the “Production”) pursuant to the Schedule.
5. **Resident Theatre Companies.** Resident Theatre Companies shall mean TheatreWorks Silicon Valley, Palo Alto Players, and West Bay Opera.
6. **Schedule.** Contractor’s Schedule shall mean that particular schedule for all of its activities occurring at the Facility related to its planned Productions and Performances to be performed in one fiscal year as submitted to City Project Manager no later than fifteen days after they announce their annual season for the following calendar year.
  - a. Resident Theatre Companies shall have the right of first refusal for scheduling and use of Facility over all others except for the City.
  - b. City shall control and maintain a master theatre calendar to accurately reflect the actual usage of each production space, including the date and purpose of each

scheduled date.

- c. Dates of use shall be reserved on the master theatre calendar by the City Project Manager no later than fifteen days after the announcement of the annual season for each of the Resident Theatre Companies. This use reservation may be initially identified or blocked as a full day of use. However, to maintain complete information relating to actual Facility use, each Resident Theatre Company must provide the City Project Manager with clarification of the actual time and purpose (load in, strike, performance) of each day of use on the Master Theatre calendar no later than twenty-one (21) days after the completion of each Production.
        - d. For the avoidance of doubt, the City, with advance notice and justification, has the right to change, cancel and control the scheduling of any and all activities, including Performances, at Facility. The City may delegate at its sole discretion the scheduling responsibility to one of the three Resident Theatre Companies. Such delegation shall be made in writing by the City and may be revoked by City at any time.
7. **City's Project Manager.** City shall assign a City employee, excluding any Party that may have a conflict of interest, as its Project Manager for the Term of this Agreement who shall be act on the City's behalf on all matters related to the use of Facility. City Project Manager shall have the authority to assign matters relating to the day-to-day use of Facility to a City employee who shall be referred to "Facility Coordinator".
8. **Contractor Liaison.** Contractor shall assign a Contractor employee as a liaison between Contractor, City and City Project Manager and as a liaison with other Resident Theatre Companies for all matters related to the use of Facility.
9. **Operating Policies for Contractor Services.** The Services shall be performed by Contractor pursuant to this Agreement and all Exhibits in particular, the "Operating Policies" attached hereto as Exhibit D. The City reserves the right to change or modify the Operating Policies during the Term of this Agreement provided however that City shall give Contractor a written thirty (30) day notice of same.
10. **Term, Termination & Breach.** This Agreement shall commence as of Janaury 1, 2025 and shall terminate on June 30, 2027 (the "Term"). The Term of this Agreement may be renewed for an additional three (3) year term by mutual agreement of the Parties and written amendment to this Agreement.
  - a. **Termination for Material Breach & Cure of Default.** This Agreement may be terminated upon material breach by either Party as set forth herein. The term "Material Breach" shall mean any material breach or default by a Party of any material covenant, duty or obligation under this Agreement.
  - b. **Notice & Cure.** The non-defaulting Party shall provide written notice of its intention to terminate and declare a Material Breach or default under this Agreement, stating the reasons for the notice and the date of intended termination. The defaulting Party shall have a period of sixty (60) days to cure the breach. Upon the expiration of the

cure period and where cure is not achieved within said cure period, or in instances where the breach cannot be cured within sixty (60) days, efforts to cure the breach have not commenced or are not being diligently pursued, this Agreement shall terminate immediately upon receipt of written notice of termination by the non-defaulting Party.

- c. **Material Breach by Contractor.** Contractor breach of the following provisions of this shall be deemed a “Material Breach” for purposes of this Agreement and shall include failure of performance of any provision in (i) Section 1 through 14 of this Agreement or of any provision in Exhibits A, C, D, and E.
- d. Material Breach with regard to public safety must be cured by Contractor no later than 48 hours from receipt of notification of such violation.

**11. Compensation.** Contractor shall compensate City for the use of Facility, including use during public events and use for all other times when there is no public event. Compensation shall be derived as follows:

- a. **Operating Cost Offset Fee:** Contractor shall pay City \$2.00 for each ticket sold for events with paid admission. This charge compensates City for use of Facility for all such days scheduled by Contractor, including performances, load-in, load-out, set building, rehearsal, and dark days. There shall be no additional compensation for use of Facility on days where no tickets are sold.
- b. **Stern Theatre Improvement Fee:** Commencing on July 1, 2019, Contractor shall pay City an additional \$2.00 for each ticket sold for events with paid admission to indirectly offset the costs of building maintenance, enhancements, improvements, repairs and new equipment and furnishings for Facility. This fee may go up to \$3.00 per ticket sold as of the new term beginning July 1, 2027.
- c. **Funding of Fees:** Contractor has sole authority to allocate the funds required for this payment to City from any revenues generated by the Contractor organization.
- d. **Stern Theatre Improvement Annual Plan:** Funds collected by the City from payment of **Stern Theatre Improvement Fee** shall fund improvements to the Facility as appropriated by and specified in the annual City budget. Items to be funded shall be recommended to City each year by a committee with representation from each of the three (3) Resident Theatre Companies and City staff.
- e. **Facilities Attendant:** At the discretion of the City, Contractor shall provide compensation for the Facilities Attendant present at each performance, outside standard hours (60 minutes before and 30 minutes after performance), at prevailing rates as set forth in the Municipal Fee Schedule.

**12. Payment of Compensation:** Contractor shall pay City all required Compensation within thirty (30) days from the completion of each Production run. Payment shall be made in full

and shall be reconciled against actual ticket sales. Along with payment, Contractor shall provide City with a printed report from their automated box office system that provides detailed ticket sales data for the Performances included in the payment. This “Event Ticket Sales Report” must include final sales data for each date of the performance run, the total performance run, total ticket sales, ticket sales by pricing category, total sales revenues and issued complimentary tickets. If such report is not available within the automated box office system and Contractor is unable to develop such customized report, Contractor shall submit a report or multiple reports that will provide City with the required information.

13. **Late Payments:** If Contractor is late on payments, the City may, in its discretion, add a three percent (3%) surcharge levied for payments received between 31 days and 60 days after the closing date of the Production, a four percent (4%) surcharge levied for payments received between 61 days and 90 days after the closing date of the Production, and a five percent (5%) surcharge levied for payments received in excess of 90 days of the closing date of the Production. Payment must be accompanied by the production report specified in Exhibit C, Section (9), “PRODUCTION REPORTS AND RECORDS,” item (a) before payment will be considered to have been made.
14. **Indemnity:** Contractor shall defend, indemnify and hold harmless City, its officers, contractors, agents, and employees and Facility from and against (a) any demands, claims, or liability of any nature, including injury or death or property damage, arising out of or in any manner related to performance or nonperformance by Contractor, its officers, agents, employees or any persons brought onto the Facility premises by or through Contractor, (b) any claims or demands made against City, its officers, agents or employees by reason of any infringement or alleged infringement of any copyright or trademark caused by or alleged to have been caused by Contractor or its subcontractor(s) under this Agreement, (c) any penalties imposed on account of the violation of any law or regulation or of any term or condition of any permit in connection with this Agreement, or (d) any damage arising under this Agreement from any loss or damage to materials and equipment owned, rented or borrowed by Contractor, its employees, subcontractors, participants, volunteers, sponsors or any others engaged in connection with the Services rendered by Contractor under this Agreement.
15. **Insurance:** Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the Term of the Agreement insurance coverage pursuant to Exhibit E “Insurance Requirements”.
16. **Cooperation:** The Parties shall in good faith cooperate in all matters under the terms and conditions of this Agreement. Furthermore, the Parties agree to adhere all terms as outlined in the then current version of the Theatre Operating Plan (TOP) including its attachments, regarding jointly agreed upon Financial Participation Plan, Commitments (roles and responsibilities) and Joint Mission, Values and Goals.
17. **Amendment:** This Agreement this may be amended or modified only by written agreement, signed by the Parties to be bound.

- 18. Assignment:** This Agreement may not be assigned by either Party, without the express written consent of the other Party or its successor in interest.
- 19. Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- 20. Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
- 21. Venue:** Any action or suit or proceeding with respect to this Agreement shall be brought exclusively in the state courts of Santa Clara County, in the State of California or, where otherwise appropriate, exclusively in the federal courts of the Northern District of California.
- 22. Entire Agreement:** This Agreement and the terms and conditions set forth in the attached Exhibits, and any Appendices or Attachments represent the entire Agreement between the Parties. All prior agreements, representations, statements, negotiations and undertakings whether oral or written are superseded hereby.
- 23. Exhibits, Appendices, and Attachments:** The Exhibits listed below, together with Appendices A through E are attached hereto and are incorporated herein by this reference. The Parties acknowledge that this Agreement shall have no force or effect unless all such Exhibits and Appendices are attached hereto.
- Exhibit A: Responsibilities of Contractor  
Exhibit B: Responsibilities of City  
Exhibit C: General Conditions  
Exhibit D: Facility Operating Policies  
Exhibit E: Insurance Requirements
- Appendices:  
Building Safety Responsibility (Appendix A)  
Conduct in City Facilities (Appendix B)  
City of Palo Alto Safety Policy (Appendix C)  
Zero Waste Plan (Appendix D)  
City Report of Accident/Property Damage (Appendix E)
- 24. Order of Precedence:** For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Agreement, the contract documents shall have the order of precedence as set forth below. If a claimed inconsistency cannot be resolved through the order of precedence, the City shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.
- a. Order of Precedence
- i. This Agreement (before all Exhibits)
  - ii. Exhibit C: General Conditions

- iii. Exhibit E: Insurance Requirements
- iv. Exhibit A: Responsibilities of Contractor
  - v. Exhibit B: Responsibilities of City
- vi. Appendices
- vii. Exhibit D: Facility Operating Policies

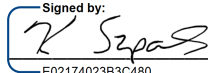
**SIGNATURES OF THE PARTIES TO AGREEMENT NO.**

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT  
THE DAY, MONTH, AND YEAR FIRST WRITTEN ABOVE**

**THE City OF PALO ALTO**, a municipality  
chartered under the laws of the State of California

By: \_\_\_\_\_  
City Manager

Theatre Works  
(Organization Name) a California non-profit  
public benefit corporation

By:  \_\_\_\_\_  
Signed by:  
E02174023B3C480...  
Karen Szpaller

\_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
Director of Production

\_\_\_\_\_  
(Print Full Title)

APPROVED:

Director of Community Services or designee

APPROVED AS TO FORM:

I.R.S. Number: 94-2831245

Address: P.O. Box 50458

Palo Alto, CA 94303-0458

Telephone: 650-463-7124

City Attorney or designee

## **EXHIBIT A RESPONSIBILITIES OF THE CONTRACTOR**

Contractor shall comply with the duties in this Exhibit A:

1. Contractor shall abide by the Facility Operating Policy (Exhibit D) established by City for the use of Facility, equipment, and other production elements.
2. Contractor shall abide by the following: Building Safety Responsibility (Appendix A) Conduct in City Facilities (Appendix B), City of Palo Alto Safety Policy (Appendix C), Zero Waste Plan (Appendix D), and City Report of Accident/Property Damage (Appendix E). Contractor shall follow safety procedures for the use of power and hand tools, mechanical lifts, etc. including the use of safety goggles, ear protection, face shields, safety cables, outriggers, and all other safety provisions, as described in Building Safety Responsibility (Exhibit A).
3. Contractor's use of Facility must conform to the City's safety and fire codes and policies: Building Safety Responsibility (Appendix A) Conduct in City Facilities (Appendix B), City of Palo Alto Safety Policy (Appendix C),
4. Contractor's use of Facility must demonstrate ample awareness of the Facility's age and guard against unnecessary wear and tear. The scope of Productions by Contractor must not stress the Facility unduly and must be designed within its restrictions of scope and scale. Productions that are deemed by the City to stress the Facility, such as causing excessive wear and tear or exceeding weight limits or safety regulations, will not be allowed.
5. Contractor shall bear sole responsibility for the control and supervision of all production activities and personnel associated with the events produced by Contractor.
6. Contractor shall be responsible for the safety and security for all personnel, patrons and participants. Contractor shall provide awareness and training to all personnel of their obligations and responsibilities under this Agreement. If City deems that any procedure followed by Contractor is unsafe, City has the authority to require the immediate suspension of such procedure. Contractor shall prevent or quickly mitigate any fire hazards or any items identified by the Fire Department during Facility inspections.
7. Contractor shall provide City with a copy of their Injury and Illness Prevention Policies which shall ensure that Contractor shall exercise safe practices in the use of City facilities and equipment, maintain and clear work areas, and, within twenty-four (24) hours, report, on a form provided by City (Appendix E), information regarding accidents. Immediately report to City on a form provided by City any breakage, malfunction, deterioration or loss of any of the City's resources (including musical instruments, tools, lights, sound equipment, props, curtains, etc.). Contractor will be responsible for costs of any repairs or necessary replacement needed due to breakage, malfunction, deterioration or loss (including possible theft) as a result of Contractor's willful, negligent, and/or reckless



acts or omissions. Contractor shall immediately discontinue any activity in which an unsafe or dangerous condition exists. Contractor shall train and supervise Contractor's staff and volunteers on safe theatre practices and adhere to City's safety procedures and guidelines. Contractor shall be solely responsible for the control and supervision of such participants. All such personnel shall be deemed the sole agents and employees of Contractor and shall be notified by Contractor of this circumstance. If, in the opinion of any City or Contractor employee, Contractor is conducting an activity in an unsafe manner, Contractor or its agents shall be informed and shall immediately discontinue such activity until such activity is able to be conducted in a safe manner approved by City staff.

8. Contractor shall replace or repair or cause to be replaced or repaired by factory authorized technicians City-owned equipment, instruments or materials identified by Project Manager or Facility Coordinator as having been lost, damaged or destroyed by Contractor or its agents. A written report must be made on a City form whenever City equipment is lost, damaged, or destroyed by Contractor.
9. Contractor shall bear responsibility for providing appropriate auxiliary aids, interpretive services and accommodations where they are necessary to achieve an equal opportunity for patrons to participate in and enjoy the benefits of public performances produced under the Agreement, in conformance with the Americans with Disabilities Act (ADA) of 1990 guidelines and requirements as amended. Printed programs shall include the following statement required by the Americans with Disabilities Act: "Persons with disabilities who require information on auxiliary aids or services in using City facilities, services, or programs or who would like information on the City's compliance with the Americans with Disabilities Act (ADA) of 1990, may contact: ADA Coordinator, City of Palo Alto, 650-329-2550 (Voice) or [ada@Cityofpaloalto.org](mailto:ada@Cityofpaloalto.org) (Internet).
10. Contractor shall maintain good standing as an independent, non-profit corporation under the laws of the State of California.
11. Contractor's signs or displays to be located on or in the Facility to are subject to approval by City. All displays may be put up at load-in and must be removed during strike. Inside the Facility, no display materials may be placed upon stucco walls. Lobby displays may be placed only on the lobby display boards, and all fasteners must be removed at the time display is taken down. Nothing may be posted on the exterior walls or doors of the Facility or in the Lucie Stern Community Center courtyard, except for items in the display case and an approved production name sign hung from the theatre balcony. Marquee signs must be constructed of light weight material, and shall be secured in such a way that the sign is unlikely to become dislodged by normal vibration or seismic activity. Signs shall be of a standard size no larger than ten feet in length and eight feet in height. All marquee signage must be attached to the theatre balcony with rigging so that the sign may be safely and easily removed for limited periods during photography shoots, special events, or building maintenance.
12. Contractor shall, within six hours after the conclusion of the final Performance, or at

alternative time approved in writing by City, clean and clear from the Facility, including the auditorium, stage, paint shop, scene shop, flat dock, and costume shop, green room, dressing rooms, rehearsal hall, hallways and outdoor areas adjacent to theatre and shop. Disassemble and store, to City's reasonable satisfaction, scenery, properties, and other production elements, within six hours after the final performance or on such other time schedule mutually agreed upon between Contractor and City and the incoming authorized user of the Facility, if any. The stage shall always be returned to its basic set-up as established by Project Manager or his/her designee unless there is a mutual agreement with the incoming group that has been approved by Project Manager or his/her designee. All items on the CHANGEOVER CHECKLIST are to be performed unless there is a mutual agreement with the incoming group that has been approved by the Project Manager or his/her designee. The Project Manager or his/her designee will sign a copy of the CHANGEOVER CHECKLIST form at the completion of the strike to signify acceptance of clean and neat facilities. The City shall, at its sole discretion, recover all of its costs, including staff time, from Contractor if Contractor fails to comply with this Section and City must clean and clear the Facility of Contractor's items.

13. Storage, paint, scene, and costume spaces shall always remain clean and clear of Contractor's materials other than those materials necessary for the ongoing maintenance and repair of the sets and costumes.
14. In addition to regular clean up, Contractor is responsible for participating in periodic deep clean ups of the Stern Theatre complex, up to 25 person hours per each theatre group.
15. Rehearsal Hall shall be cleared of all materials, except major set pieces and any rehearsal props and costumes, after each daily use. Rehearsal Hall is to be completely cleared within twenty-four (24) hours of final use. Kitchen, restrooms and dressing rooms shall be cleaned and cleared after each daily use. Trash, recycling and compostable materials are to be removed from all areas daily. Recyclables and compostable materials shall be placed in the recycling and composting carts near the trash dumpster and garbage and trash shall be placed into the dumpster. Contractor shall reduce waste, reuse and recycle per the City's Zero Waste Plan (Appendix D). Office space and hallways shall be kept continually clear, clean and orderly and neither space shall be used for the purpose of set, prop, or costume storage. Materials may not be left or stored any place out-of-doors overnight or when unattended by Contractor's personnel.
16. Contractor shall enforce current regulations as established by City with regard to smoking, food and drink in Facility as referenced throughout this agreement. Contractor shall provide ushers or sufficient staff at all previews and performances to enforce such regulations. Smoking is not permitted inside any City facility. No person shall bring any animal into the theatre. This regulation shall not apply to service animals assisting individuals with disabilities or to animals in training to become service animals. Use of animals on the stage is subject to approval by City with reasonable notification. Food and drink are not permitted in the auditorium, light/sound booth or on stage, unless used as part of a production scene. Food and drink shall be permitted only in approved areas such as the green room and lobby, with the exception of bottled water and sippy cups outlined

below and on page 23, Exhibit D #27. Contractor shall clean up all food and drink containers daily after use

Contractor shall have the right to sell or otherwise distribute adult sippy cups to patrons attending events. Aside from bottled water, no liquid refreshments are to be allowed in the Theatre auditorium other than with the use of Contractors' sippy cups. Contractor shall be responsible for the clean-up of any spillage resulting from the use of beverages in the auditorium including immediate clean-up required for patron safety as well as all required clean-up immediately following each event. At City's discretion, the City may request a damage deposit in advance or levy a charge should there be any damage, stains or excessive wear and tear caused by accidents related to the use of sippy cups.

Contractor understands that it is responsible for immediate cleaning and any and all fees should problems occur.

17. Contractor shall remove from the Facility, at the conclusion of each Production, costumes, properties and sets created by Contractor with Contractor-owned materials, which costumes, properties and sets will remain the property of Contractor. All office equipment, construction tools, special effects and lighting equipment purchased and owned by Contractor will remain the private property of Contractor and City assumes no responsibility or liability for the loss or maintenance of such materials. All equipment, instruments, costumes and any other materials rented, borrowed or owned by any subcontractor, agent or person for Contractor is the responsibility of Contractor and/or its subcontractors, and City assumes no responsibility or liability for their maintenance or loss. Contractor assumes all liability and responsibility for any default on Production expenses.
18. Contractor shall comply with City noise ordinance levels for any outdoor activities, including load-in, strike, dismantling, or disposal, in cooperation with Stern Community Center staff. Shop doors facing Hopkins and Harriet Streets shall be closed between 8:00 p.m. and 8:00 a.m.
19. For any Performance not included in Schedule, Contractor may add additional performances of the Productions in Schedule, assuming availability, upon thirty (30) days' advance notice to City and City approval.
20. Contractor shall provide House Manager and ushers for every Performance or event whenever the public is in attendance. Contractor shall only engage the services of ushers that have been trained in theatre emergency, safety and use procedures. Ushers must be available to assist patrons under all circumstances and must be aware of and able to assist disabled persons. Contractor's House Manager and ushers must also be available to assist in emergency situations throughout the entire Performance until the audience has left the theatre. Ushers must ensure that wheelchairs, walkers, etc. are not blocking any of the aisles or exits. Ushers shall return seats to the upright position and remove litter from the auditorium and restrooms at the conclusion of each performance.
21. Contractor shall install and/or remove the removable ADA auditorium seats in designated

areas to accommodate wheelchair patrons and as required due to the needs of the Production.

22. Contractor may be entitled, based on availability and at the discretion of the City, to a small amount of time each year (approximately 15 hours, depending on the rooms requested and their size) in Stern Community Center rental spaces, limited to one of the following: the Ballroom, Fireside Room or Community Room, on a gratis basis, and excluding Saturday nights and any other rental sites, including but not limited to the Art Center Auditorium. A 30-day notice must be given if Contractor cancels. If proper notice is not given, the hours will still count towards the Contractor annual allocation. The City at its discretion may make exceptions. Contractor may rent spaces as per Municipal Fee Schedule.
23. City-approved key holder must be present at the Facility at all times when Contractor or any of its employees, subcontractors or volunteers are in the Facility. Any exceptions must be approved by City in writing.
24. Contractor shall report to the police any incidents of a criminal or suspicious nature occurring on City property and notify City within twelve hours. If initial notification is verbal, Contractor must subsequently submit the information in writing to City on a form provided by City.
25. Contractor shall ensure that the doors to the Scene Shop, Rehearsal Hall, and Costume Shop, as well as any other exterior access doors to any area of the Facility, are not left open, unlocked or left with the locking mechanism disabled, even if only briefly, at any time when the immediate area secured by the door is unoccupied by Contractor. Failure to do this may be deemed a material breach by the City. When leaving the Facility unoccupied, the Contractor should confirm that all exterior doors to the Facility are secure, and that the perimeter alarm is engaged.
26. Contractor shall complete a City Report of Accident/Property Damage report (Appendix E) for any and all accidents, injuries or property damage if a City employee is not present to fill out the report.
27. Contractor shall operate and conduct business in compliance with City's Zero Waste Plan (Appendix D) for all activities including, but not limited to, set construction and strike, food and beverage service, and office activities. The goal is to send as little waste to landfill as possible through waste reduction, reuse and recycling. To achieve this goal Contractor must first reduce waste whenever possible.
28. Contractor shall avoid the use for food/beverage service of disposables, including, but not limited to, Styrofoam and other plastics. Reusable food/beverage service ware should be utilized to the maximum extent possible. Where a reusable food/beverage service option is not available, Contractor shall choose items that are recyclable. For concessions, choose product packaging that is recyclable.

29. Contractor shall practice reuse before, during and after Production. City shall provide a list of reuse resources to avoid the disposal of construction materials, sets and props. Contractor must recycle construction debris from set materials (e.g. wood, metal).
30. Contractor shall recycle all materials included in the City's Recycling Program including paper (all types), plastic containers #1-#7, cardboard, glass bottles and jars, and metal cans. Compostable materials will be disposed of in designated compost waste receptacles. Contractor is responsible for proper disposal of HazMat items.
31. Contractor shall include on the title page of all Production and event programs and Contractor's website the following credit: "Use of this Facility is made possible through support from The City of Palo Alto, Community Services Department, Division of Arts and Sciences," and include the official City of Palo Alto logo on the title page or prominent placement within event programs; print in all publicity for the Productions, including, but not limited to, mailings, flyers, posters, brochures, website, social media and paid or public service advertising, the statement: "In cooperation with the City of Palo Alto Community Services Department, Division of Arts and Sciences." The City of Palo Alto, Community Services Department, Division of Arts and Sciences shall also be credited in the Contractor's list of funders as a "Civic Sponsor." Where data collection from patrons of Facility is performed, Resident Theatre Company(ies) agree as follows:
  - a. To provide City with the results of market research surveys;
  - b. Cooperate with City to add City desired inquiries to any market research surveys performed; and
  - c. Shall not include such inquiries regarding the City or the Facility without preapproval from City.
32. Contractor shall have the right to borrow available City owned properties, sets, costumes and scenery for its productions scheduled in this Agreement when deemed available by City. Costumes, properties and sets created by Contractor with Contractor-owned materials shall remain the property of Contractor. Contractor property shall be removed from Facility at the conclusion of the production in which such materials are used. The City may, on a case-by-case basis, authorize exceptions. All office equipment, construction tools, special effects and lighting equipment purchased and owned by Contractor will remain the private property of Contractor and the City assumes no responsibility or liability for the loss or maintenance of such materials. All equipment, instruments, costumes and any other materials rented, borrowed or owned by any subcontractor, agent or person for the Contractor is the responsibility of the Contractor and/or its subcontractors, and the City assumes no responsibility or liability for its maintenance or loss.
33. If minors are involved in the Production, Contractor shall comply with all of the State of California's applicable laws and regulations regarding child labor.

## **EXHIBIT B RESPONSIBILITIES OF CITY**

During the Term of this Agreement, City shall:

1. Allow Contractor the use of the Facility for uses in accordance with this Agreement.
2. Allow the use of the stage and the auditorium prior to the opening night of the Productions, with the exception of necessary maintenance procedures that may require access to the stage and auditorium during this period, according to the Schedule. Allow the Contractor use of the rehearsal hall, box office, scene shop, paint shop and costume shop according to the Schedule as supplied by Contractor and approved by City. Additional facility use may be provided as specified in item (Exhibits A and B) above; however, priority use of the room will always be given to actual rehearsals of productions covered by a contract with City. City reserves the right to allow other uses of space within the Facility when not in actual, scheduled use by Contractor on a non-interference basis and with at least forty-eight (48) hours prior notice to Contractor.
3. Allow Contractor to use all operational production equipment in City's inventory as requested by Contractor and approved in writing by City. Contractor shall take such equipment "as is" and is responsible for ensuring that such equipment is in a safe condition prior to use and is returned in working condition at the conclusion of its use or of the Production.
4. Unless the City deems unnecessary, provide a Facilities Attendant for a period of one and one half (1 1/2) hours prior to and until at least one half (1/2) hour after the completion of each Performance.
5. Provide persons designated by Contractor and approved by City with keys, proximity cards (up to a maximum of six), and alarm codes for access to the Facility for the sole purpose of carrying out the requirements of the Agreement. Keys, proximity cards, and alarm codes shall not be loaned or transferred and shall be used only by the designated persons. In the event that Contractor fails to properly open or lock and secure City facilities leading to a false alarm call-out or leaves areas of the facility unlocked and unattended, a Three Hundred and Twenty-Five Dollar (\$325.00) penalty shall be paid to City on each such occasion. In the event that a designated key holder loses any key or proximity card issued by City, Contractor shall be assessed a Seventy-Five Dollar (\$75.00) replacement charge for each key or proximity card or pay for the cost of rekeying or reprogramming the locks of Facility if circumstances indicate it as determined in City's reasonable judgment. Contractor will be responsible and held accountable for all personnel, properties and activities of Contractor and its employees and/or agents.
6. Have the right, with no notice, to suspend the Agreement if Facility should be declared uninhabitable for reasons of safety by the proper authorities (e.g., if the building should be damaged in an earthquake and be declared unsafe for occupancy). If there is an

outbreak of pandemic flu or other medical emergency and places of public gatherings are closed, City shall not be liable for any financial responsibility for any damages, opportunity costs, and/or loss of revenue by Contractor.

## EXHIBIT C

### GENERAL CONDITIONS

1. City. The City designates the CSD Assistant Director of the Arts & Sciences Division, or his or her designee, as Project Manager for City, who shall render overall supervision of the progress and performance of this Agreement. City reserves the right to change this designation at any time during the Term of this Agreement. All City services set forth in this Agreement shall be performed by City under the overall supervision of Project Manager or its Facility Coordinator. Contractor and its Project Liaison shall communicate with the Project Manager in all matters dealing with City policies, funding, facilities, equipment and other City departments outside the Facility.
2. Contractor. Contractor shall assign a single Contractor Liaison who shall have overall responsibility for the compliance of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a different liaison, Contractor shall notify City in writing immediately of same. Contractor shall ensure that its Liaison communicates effectively with the City at all times under this Agreement.
3. Access. Contractor shall not prevent Project Manager, facility maintenance personnel, and/or others specifically designated by Project Manager from access to the Facility; provided, however, that City shall use its best efforts to give advance notice and not to disrupt the activities of Contractor as permitted by the Agreement. The Project Manager and others specifically designated by Project Manager shall attempt to coordinate such access if possible.

Notwithstanding the foregoing, except in the case of emergency or if they are present on the premises as members of the audience or specifically invited into the backstage areas of the theatre, Project Manager, facility maintenance personnel and/or others specifically designated by the Project Manager shall not enter the auditorium or backstage areas during public performances of a production.

4. Days Defined. The term "days" shall mean calendar days.
5. Qualifications. Contractor represents that it is qualified to furnish the Services described under the Agreement.
6. Ticket Sales:
  - (a) Contractor shall be responsible for sale of season tickets and single tickets, depositing of revenue and reporting of revenue and expenditures, and shall place available tickets for each production for sale at the Facility box office one hour prior to each performance. Until mutually agreed upon time prior to the beginning of a performance, Contractor shall not sell (a) seat numbers S101, S102, S113, S114; (b) either (i) the blocks of seats S1, S3, S5, S7, or (ii) the block of seats S2, S4, S6, S8 for the purpose of making such seats available for the disabled;



provided, however, that this Section 10(b) shall not apply to the sale of tickets for such seats to persons who identify themselves as disabled when they purchase their ticket.

- (b) Contractor agrees the price of admission for the season shall be as set forth in their ticket sales reporting to the City, at the time of submitting financial records.
  - (c) Contractor shall provide City, when requested by Project Manager or his/her designee, with at least six (6) complimentary tickets for each Production on the date(s) requested. Best available seating will be provided to City if any seats are available at the time of the request.
  - (d) Contractor may operate an intermission snack concession during each performance under this Agreement. Contractor shall conduct such operation in a safe, clean manner and shall hold City harmless from any claim or demand or liability of any nature whatsoever which may arise out of such operation.
7. Composition of Contractor. Throughout the term of this Agreement, Contractor shall remain an independent, non-profit public benefit corporation, in good standing under all applicable local, state and federal laws.
8. Fiscal Responsibilities of Contractor.
- (a) Fiscal Agent. Contractor shall appoint a fiscal agent who shall be responsible for the financial and accounting activities of Contractor, including the receipt and disbursement of Contractor funds. Contractor shall provide City with the name of a fiscal agent in writing and shall immediately notify Project Manager of any changes occurring during the Term. Contractor shall have sole responsibility for the safekeeping of Contractor tickets and monies.
  - (b) System of Accounts. Contractor and its fiscal agent shall establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to the review and approval of City.
  - (c) Financial Records. In support of its system of accounts, Contractor shall maintain complete and accurate records of all financial transactions, including, but not limited to, contracts, invoices, timecards, cash receipts, vouchers, canceled checks, and bank statements. City may inspect these records at Contractor's office upon reasonable advance notice and during normal business hours upon request. NOTE: Contractor's cash receipts are not to be stored on the Premises between Productions.
  - (d) Audit of surcharge payments. Contractor shall retain for a period of at least three (3) years records of tickets sold through their automated ticketing system, sales records, and a verified report of sold and unsold tickets which must be made available to City Auditor upon request.

9. Production Reports and Records.
  - (a) Reports. On reasonable notice and with reasons specified, Contractor shall grant Project Manager and/or City's Auditor access to all Contractor records relating to this Agreement, including performance records, data, statements, and reports.
  - (b) Tax Form 199. A copy of Contractor's most recently filed California State Tax Form 199, "California Exempt Organizations Annual Information Return" must be filed with Project Manager or his/her designee within fifteen (15) days of when it is due to the State of California.
10. Corrective Action Requirement/Disputes. In the event City should determine from any source, including but not limited to reports submitted by Contractor under this Agreement to City or any evaluation report from any source, that Contractor may not be in compliance with any provision of the Agreement, City may forward to Contractor written notice of same. Such notice shall specify with particularity the nature of the condition(s) or issue(s) that require(s) corrective action and may include a recommendation as to appropriate corrective action. Within fifteen (15) days of City's request, Contractor shall submit its written response to the notice, which response shall set forth its view of the alleged violation and its proposed plan, if any, for corrective action. Upon request of either Party, the Parties shall meet within five (5) days thereafter to discuss the alleged violation and proposed corrective action. Should the Contractor fail to submit a response within the above timeframe, or should fail to follow through on corrective action, the City may administer a fine of up to \$100 for and initial violation, or up to \$1000 for repeated violations.
11. Subcontractors. Contractor shall be responsible for employing or engaging all persons necessary to perform the Services of Contractor hereunder. All subcontractors are deemed to be agents of Contractor and Contractor agrees to be responsible for their performance. Contractor shall give its personal attention to the fulfillment of the provisions of the Agreement by all of its employees, participants, volunteers, and subcontractors.
12. Intoxication. Contractor agrees to be responsible for injuries or damage caused by any of its directors, officers, employees, agents, subcontractors, or volunteers who are under the influence of alcohol, drugs, hallucinogens or narcotics, whether or not legally prescribed. Neither Contractor nor City shall permit any of Contractor's employees or volunteers discovered to be under the influence of any of the foregoing substances from remaining in any facility used under the terms of this Agreement and City reserves the right of denying such person's further participation in any activities in Facility. Consumption of alcoholic beverages or use of illegal drugs at the Facility is expressly forbidden by any person working for Contractor, paid or volunteer. This includes all staff, actors, crew and musicians.

13. Worker's Compensation. Contractor certifies that it is aware of the provisions of the Labor Code of the State of California, which requires every employer to be insured against liability for workers' compensation and certifies that Contractor shall comply with Worker's Compensation laws of the State of California during the Term of this Agreement.
14. Weapons. For the avoidance of doubt, no firearms or other weapons, whether loaded or not, shall be allowed in the Facility or any other City property. Stage weapons and firearms designed solely for the use of blank cartridges will be allowed if they are being used as a prop in the current Production, but must be stored, when not being used, in a secure manner by Contractor's stage manager or his/her designee.
15. Legal Compliance. Contractor and all its paid employees, subcontractors, and volunteer participants are required to abide by all applicable federal, state and local laws and ordinances.
16. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when received if transmitted by fax, email or regular US mail; if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such document is legible and that at the time such document is sent the sending Party receives written confirmation of receipt; if sent for next day delivery to a domestic address by recognized overnight delivery service (*e.g.*, Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested.

**EXHIBIT D**  
**OPERATING POLICIES FOR ALL USERS OF THE STERN THEATRE**

1. **Resident Theatre Companies** – The City of Palo Alto has long-standing relationships with Resident Theatre Companies to provide programming at the Lucie Stern Community Theatre. These organizations serve as “house companies” and provide the primary programming featured on the stage of the Theatre. The Resident Theatre Companies include: Palo Alto Players, TheatreWorks Silicon Valley (TheatreWorks) and West Bay Opera.
2. **Rental Agreement** - All performances and associated activities held at the Facility must have a fully executed rental agreement prior to the Contractor’s arrival at the facility. Resident Theatre Companies must have a fully executed Agreement.
3. **Theatre Use Times** – The Theatre is available for use between 8:00 am and midnight and no activity may take place outside of this time period. This available use time includes all production related activities, including load-in, load-out, set building, scene shop activities, costume shop activities, rehearsal and public performance.
4. **Provision of Trained House Staff** – Contractor must provide a qualified house manager and trained house staff for all public events, including ticket takers, ushers and box office personnel. These personnel may be paid or volunteer, at the sole discretion of Contractor. All paid and volunteer staff must be trained by Contractor both through an annual training workshop and through a day-of-show orientation. This training and orientation shall include public relations, event information, seating locations, directions for assisting disabled patrons, use of the hearing assistance devices, emergency exits and evacuation procedures and fire alarm procedures. At all times the safety, comfort and event experience of Theatre patrons will be placed in high priority.
5. **Regulations for Consumption of Alcoholic Beverages** – Contractor must comply with all State and City laws relating to the sale and consumption of alcoholic beverages. Alcohol is allowed in the Theatre during public performances, with pre-approval by the City of Palo, which shall not be unreasonably withheld. Unless otherwise specifically approved, the sale or free distribution of alcoholic beverages is limited to wine, champagne, beer and sparkling wine. If alcohol is to be provided for sale, Contractor must possess a valid on-sale alcohol permit approved by the California Department of Alcoholic Beverage Control (ABC). All requirements must be posted as per ABC requirements and Contractor is responsible for ensuring that no individual under the age of 21 is served alcohol. Contractor agrees that identification will be checked for individuals appearing to be under the age of 30. At no times may event participants, including actors, musicians, employees or event volunteers be served alcoholic beverages.

6. **Insurance Provision for the Sale or Free Distribution of Alcoholic Beverages** – For all events during which alcohol is to be provided for sale or at no cost to patrons, Contractor must provide the City of Palo Alto with proof of liquor liability insurance with minimum coverage of \$2 million pursuant to Exhibit E.
7. **Janitorial Duties Relating to Food and Beverage Sales** – Upon the completion of each event, Contractor shall clean-up and remove all trash and supplies relating to the distribution of food and beverage, including alcoholic beverages, including but not limited to empty bottles or containers, glassware (plastic or glass), used napkins, food and other trash or unused supplies. All garbage containers are to be removed from the Theatre and dumped in appropriate garbage bins. If required, doors should be opened to allow fresh air into the lobby or event spaces to ensure that the smell of alcohol or food is not present in the Theatre at the end of each event. At no time can this task be left for completion on the following day(s).
8. **Production Equipment** - Contractors shall be required to use the in-house production equipment. At the expense of Contractor, additional equipment to augment the in-house system may be provided by a third-party Contractor with City approval.
9. **Complimentary Tickets** - Contractor shall have the right to issue complimentary tickets for events produced at Theatre. The number of complimentary tickets for any given events must not exceed ten percent (10%) of the total seating capacity without pre-approval by the City.
10. **Refunds** - If the event(s) anticipated in a Theatre Use Agreement are cancelled, Contractor shall have the sole responsibility and authority to provide refunds to the public and shall control all box office receipts until all required refunds have been provided.
11. **Ticket Prices** - Contractor shall have the sole right to establish ticket prices for the event(s) anticipated in a Theatre Use Agreement.
12. **Advertising** – Contractor shall have the sole right and authority to design, develop and distribute all advertising and promotional materials for the events produced at Theatre and shall be responsible for the costs associated with this endeavor. No advertising materials may be displayed on the interior, exterior or any other part of Theatre without specific authorization from City of Palo Alto, other than the rack cards, window boxes and banners currently used.
13. **Storage of User's Property** – Any property belonging to Contractor, or third parties such as caterers, decorators or florists may not be stored overnight either prior to or

following the rental period. All requirements for load-in and load-out must be followed to ensure that events scheduled in Theatre immediately before and after the Contractor's event can be fully and professionally supported. Long term on-site storage is to be requested by the Contractor and up to the City to permit.

14. **Animals** - No live animals are to be brought into the facility without prior permission from the City of Palo Alto.
15. **Staging** –With proper care and repair, Contractor or its representative, as per normal operating procedure, may drill or nail sets or props into the stage floor of Theatre
16. **Surfaces** - Nails, hooks, tacks or screws may not be used on any surface or furnishing in Theatre, unless approved by the City. No tape or other materials may be applied to walls, glass, tables or any surface in the lobby, auditorium, green room or backstage areas. User will be held financially responsible for repair/replacement of any damaged or defaced property.

No bunting, tissue paper, crepe paper or any other combustible material may be used at any time in the Theatre, without pre-approval from City. Similarly, no glitter, rice or confetti may be used anywhere within the facilities, including the auditorium, lobby, backstage areas, or outside areas such as the patio or courtyard.

17. **Modifications to Theatre Building** – Contractor shall not make any modifications to the Theatre that would leave permanent or disfiguring impacts to the facility. This includes the use of drills, nails or other attachment devices. If questions arise about the need to alter elements of the Theatre for production needs, Contractor agrees to discuss these needs with City staff for pre-approval.
18. **Use of Flammable Materials** - The use of any flammable device or substance, including but not limited to pyrotechnics, candles, cigarette or cigars, or other materials or device with a flame is strictly forbidden. In rare cases, the City and Fire Marshall may approve, with adequate advance notification, in advance of at least 21 days prior to the first date of live public performance.
19. **Mechanical Smoke and Fog Equipment** - Mechanical smoke or fog generating machinery can only be used with pre-approval of Theatre Management and is subject to inspection by the City Fire Marshall. The use of mechanical smoke or fog generating machinery must be tested at least 10 business days prior to first use in the Theatre during live performances. This test must determine that the machinery does not cause the fire alarm system to respond. Any questions regarding this testing shall be subject to

approval and guidance by the City Fire Marshall or a representative of the Palo Alto Fire Department. Any cost associated with the testing of this equipment or due to false alarms caused by this equipment will be the financial responsibility of Contractor.

20. **Approval of Additional Production Techniques & Devices** – The use of strobe lights, loud noises (i.e. gun shots), and aerial suspension must be pre-approved by the City of Palo Alto at least 30 days prior to the first date of live public performances. No firearms are allowed in the Theatre and the use of any prop guns must be pre-approved by the City. Pyrotechnics, defined by PAFD as 'Any exothermic chemical reaction special effect that produces heat, flame, sound, light or a combination of these effects', must be pre-approved by the Fire Marshall 30-60 days prior to first use.
21. **Adherence to Fire Codes** – Contractor is responsible for complying with all applicable sections of the California Fire Codes as adopted by the City and as may be amended from time to time, including, but not limited to: maintaining required clear emergency exit paths, proper use of fire doors, and adhering to posted occupancy loads. At no time during Theatre use may fire exit signs be covered or otherwise dimmed. Should any question or doubt arise regarding the proper adherence or interpretation of fire code arise, Contractor shall be responsible for contacting the City Fire Marshal or other representative of the Palo Alto Fire Department for direction and advice. At all times, the direction and decisions of the Fire Department shall be viewed as the final authority. The Fire Marshal has the right to charge a fee for their inspection services and Contractor is obligated to pay it.
22. **Adherence to Fire Inspection and Occupancy Load Requirements**  
Stern Community Theatre is inspected routinely at least once a year by the Palo Alto Fire Department. The Fire Marshall should be notified of any productions where public safety questions or concerns arise during the set up or design, or the use of special effects during performances. Fire Inspections are listed in the Fee Schedule at \$355/hour as of July, 2018 (and are subject to amendment by the City) which may be charged to Resident Theatre Company.

At all times, Resident Theatre Companies are required to adhere to City Fire codes, including but not limited to, required occupancy loads for each section or room of the Theatre, good house- keeping of combustible materials, keeping exit ways clear and the storage/use/disposal of hazardous materials. As of 2018, these established occupancy loads are as follows:

- a. Front of Curtain Stage – 31
- b. Behind Stage Curtain – 83
- c. Orchestra Pit – 14, unless otherwise approved by the Fire Marshall in sufficient advance. Any costs incurred for exceeding the limit will be incurred by Contractor. Any costs associated with exceeding the limit must be borne by Contractor.

- d. Basement below stage area – 7
- e. Paint desk/shop off load – 57 for musicians/vocals
- f. No occupancy is allowed in flat dock area other than removal/returning of props.  
There is a hazard of falling production items during a seismic event. Should occupancy be desired, all production items must be completely removed or areas for holding production items must be seismically secured in advance.

The Palo Alto Fire Department is available to assist the Resident Theatre Companies if fire safety practices are in question. Please contact them at: 650-329-2194.

23. **Fire Alarm Procedures** – In the event that the fire alarm is activated, Contractor must immediately evacuate the building and wait for the Palo Alto Fire Department to arrive. Follow their instructions, and only reenter the building when given permission to do so. These procedures must be followed even in the case of a false alarm.

Should the alarm go off during a performance, ushers should direct and assist patrons in exiting the building, and stage crew should trip the manual release of the fire curtain. Particular attention should be given to providing evacuation assistance to disabled, older and child patrons.

If the system detects issues that do not rise to the level of setting off an alarm, the system may produce an audible signal at the alarm panel in the green room, and possibly at the one in the lobby. In this case, the alarm company will contact the City of Palo Alto on call Facility staff, who will be dispatched to investigate and deal with the alert. They should arrive within an hour. In no case should anyone but authorized personnel (City staff or Fire Department personnel) acknowledge, silence, or reset the alert on the alarm panel.

24. **Event Safety and Security** - Contractor shall provide for the orderly production of the event(s) anticipated in the Use Agreement and shall insure that the safety of the public and the Theatre are always maintained. If, at any time, the activities in Theatre appear to be detrimental to members of the public, City employees shall have a superseding right to make decisions required to ensure safety and the professional presentation of the event. This shall include, but not be limited to, issues involving security in the building, ushering of patrons, production safety and other event related issues. Contractor agrees that at all times, decisions relating to these issues shall be made at the superseding discretion of City.

In the event that security may be required, the City of Palo Alto shall have the sole right to approve the private security company and to establish the personnel requirements for the event(s) anticipated in the Use Agreement. The costs associated with the provision of private event security shall be the financial responsibility of Contractor.



25. **Concession Sales** - Contractor shall have exclusive rights to the sale of concession products including food or beverage, subject to City approval for the sale or provision of alcohol.
26. **Merchandise Sales** - The Contractor shall have the right to sell merchandise to the patrons attending the event produced by Contractor.
27. **Use and Sale of Sippy Cups** – With City approval, Contractor shall have the right to sell or otherwise distribute adult sippy cups to patrons attending events. If the City permits, no liquid refreshments are to be allowed in the Theatre auditorium other than with the use of Contractors' sippy cups, other than bottled water. Contractor shall be responsible for the clean-up of any spillage resulting from the use of beverages in the auditorium including immediate clean-up required for patron safety as well as all required clean-up immediately following each event. If the City so desires, the City may require a damage deposit in advance or a charge may be levied should there be any damage, stains or excessive wear and tear caused by accidents related to the use of sippy cups.
28. **Force Majeure** - If Theatre is deemed to be unfit for occupancy during the period covered by this agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the City of Palo Alto, then the agreement shall be of no further force and effect.
29. **Use and Management of Hearing-Impaired Device Equipment** -Contractor's personnel shall manage, distribute and collect the hearing-impaired devices ("headsets") that City owns for use by hearing-impaired persons at all Performances at the Facility, subject to the following restrictions:
  - (a) Contractor shall verify that all headsets and batteries are present and functioning normally and shall report to Project Manager or his/her designee any missing or broken items before taking control of them for the run of the Production.
  - (b) For any damage or loss of any headset while under Contractor's control, Contractor shall promptly, upon request, pay City the fair market price for any necessary replacement or repair of any component of the headsets, as such replacement or repair is reasonably determined by Project Manager or his/her designee.
  - (c) Contractor will diligently ensure the security of the headsets, in a manner approved by Project Manager or his/her designee, when the headsets are not in use. When the headsets are not so secured, Contractor will not leave the headsets unattended.

- (d) Contractor will provide at least one (1) person in the Facility lobby, whose sole responsibility will be to distribute and collect the headsets, as the case may be, pursuant to the following:
  - (i) Beginning one-half (1/2) hour before each Performance until ten (10) minutes after the Performance begins;
  - (ii) At all times during any and all intermissions; and
  - (iii) From the end of the Performance until all of the headsets have been returned.
- (e) Contractor shall collect a Driver's License or credit card as security for the loan of a headset, which Driver's License or credit card will be returned to its owner upon return of the headset. Contractor will implement procedures for the safe handling of the Driver's Licenses and credit cards and their return to their owners.
- (f) Contractor's responsibility at the end of each performance will include the following:
  - (i) Clean and otherwise sanitize all the earpieces by swabbing them with isopropyl alcohol swabs.
  - (ii) Turn off the on/off/volume switches on all returned headsets and place them into the battery charger.
  - (iii) Return all headsets and accessories to their storage case.
  - (iv) Verify the presence of all sixteen (16) headsets.
  - (v) Return the chargers to their place in the rolling cart.
  - (vi) Return the rolling cart to the House Manager's Closet.
  - (vii) Be sure the rolling cart is plugged into an electrical outlet.
  - (viii) Make sure the battery charger is getting power, as indicated by the red lights
  - (ix) Padlock the rolling cart's doors shut, using either the padlock provided by City or a padlock supplied by Contractor, provided that Project Manager or his/her designee has been given a copy of the key or the combination.
  - (x) Immediately report to City's attendant at the Facility any missing headsets, and turn over to the attendant any malfunctioning headsets.

## EXHIBIT E INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (City), AT THEIR SOLE EXPENSE, SHALL, FOR THE TERM OF THE CONTRACT. OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW AND **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY. (THIS MUST INCLUDE COVERAGE FOR SERVING LIQUOR IF LIQUOR IS SERVED OR SOLD).	BODILY INJURY	\$2,000,000	\$2,000,000
		PROPERTY DAMAGE	\$2,000,000	\$2,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$2,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROPERTY INSURANCE	ALL RISK COVERAGE		
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONTRACTORS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- II. CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL

INSUREDSD"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CONTRACTOR AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONTRACTOR SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONTRACTOR SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE MAILED TO:**

**PURCHASING AND  
CONTRACT ADMINISTRATION  
City OF PALO ALTO  
P.O. BOX 10250  
PALO ALTO, CA 94303**

**POLICY AND PROCEDURES 4-02/PWD**

Effective: August 1990

Revised: November 2017



**BUILDING SAFETY RESPONSIBILITY**

**POLICY STATEMENT**

It is the policy of the City of Palo Alto that all City owned, rented, or leased buildings be free from safety hazards. The Facilities Manager has established a maintenance program for the safety and upkeep of all City buildings and structures. To help ensure that City buildings and structures are kept free from safety hazards, the head of each department to which City buildings and structures are assigned is responsible for their safe condition.

The City has adopted a Safety Policy to promote a safe work environment, and an active Injury and Illness Prevention Program ("IIPP"), which includes a provision requiring the regular inspection of work sites to identify and address any potentially hazardous conditions. The IIPP is set forth in the City's Injury and Illness Prevention Manual ("IIPP Manual"). This Policy 4-02/PWD works in conjunction with the IIPP.

**PROCEDURE**

A. Inspections – In accordance with IIPP Manual Section 2, "Hazard Assessment and Control," regularly scheduled work site inspections shall be made by department Managers/Supervisors or their designee, for the purpose of identifying safety hazards. The IIPP manual is located on the HR intranet site: <http://cityconnect.staff.copa/depts/hr/risk/documents/safety.asp> and sample checklists that can be used for inspections are located in Section 9, "Sample Checklists."

1. Detailed reports of any hazards identified during the inspections will be distributed to the appropriate department head, Human Resources Risk Manager (who also serves as the City Safety Officer under the IIPP), and Public Works Facilities Manager. The report will list unsafe conditions and will contain recommendations for corrections.

2. Action to be taken to address identified hazards shall be resolved between the Human Resources Risk Manager, Public Works Facilities Manager, and responsible manager/supervisor or department head.

B. Building Modifications - Any alterations or modifications to building structures, electrical, heating, or plumbing components will be accomplished by the Public Works Department. Work shall be done in compliance with all applicable Building, Plumbing, Heating, and Electrical Codes required by the Building Department.

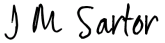

**POLICY AND PROCEDURES 4-02/PWD**

Effective: August 1990

Revised: November 2017

1. Work Request forms (requesting that Facilities Management do the work) may be obtained by calling x6900 or by utilizing the Facilities Requestor interface on the intranet: (<https://cityconnect/depts/pw/fwr.asp>)
2. The Building Department will issue a building permit for approved work and make necessary inspections during the course of construction.

NOTE: Questions and/or clarification of this policy should be directed to the Facilities Manager, Facilities Management Section, Public Works, Public Services Division.

Recommended:	<div>DocuSigned by:  8007E5BC39BA4A1...</div> <hr/> <div>Public Works Director</div>	<div>12/22/2017</div> <hr/> <div>Date</div>
Approved:	<div>DocuSigned by:  39E7298FB2064DB...</div> <hr/> <div>City Manager</div>	<div>1/4/2018</div> <hr/> <div>Date</div>

## **POLICY AND PROCEDURES 4-07/MGR**

Revised: February 2006

### **CONDUCT IN CITY FACILITIES**

#### **POLICY STATEMENT**

Palo Alto Municipal Code Section 2.08.050 enables the City Manager to prescribe and enforce regulations for entry into or use by members of the public of any City real property, building, structure, or other facility. Regulations have been enacted for several facilities to facilitate general public use of the facilities in accordance with their mission, maintain access to City services, and minimize disruption to City business. (While City staff, in the exercise of its professional duties, is exempt from some of the enacted regulations; the following regulations apply to City staff working at all City facilities.)

#### **PROCEDURE**

1. No person shall enter or remain in City facilities after posted closing hours except when authorized by a supervisor (e.g. to work late/early, work on shift assignments or attend public meetings or authorized special event function).
2. Access to some areas within City facilities are restricted due to security concerns and the need to protect sensitive equipment. Unauthorized staff shall not enter restricted areas unless specifically authorized by City staff having authority to enter.
3. For the use of conference rooms in the City Hall Building, including the Council Conference Room, City staff will give first priority to City business meetings and City public meetings, second priority to meetings or events for other governmental officials or agencies, and third priority to meetings or events co-sponsored by the City which provide services directly benefiting City employees (including union meetings, public speaking meetings, public health events, and the like).
4. No person shall obstruct the entrances, exits or corridors into and within City facilities in any manner that impedes or restricts public access or presents a safety hazard. This restriction shall not apply to City staff or contractors who are utilizing City facility entrances, exits or corridors for maintenance or repair or for loading or unloading material.
5. No person shall bike, run, ride skateboards, roller skate, in-line skate or engage in loud or boisterous conduct in City facilities.

## **POLICY AND PROCEDURES 4-07/MGR**

Revised: February 2006

6. No person shall use sound or light generating or amplifying devices within City facilities in any manner which interferes with the conduct of City business or with any in-progress meeting or special event. Sound or light generating or amplifying devices employed by City staff or utilized by persons with the authorization of City staff to assist with special events in City Hall are exempt from this prohibition.
7. No person shall use public restrooms in City facilities for bathing (except for the washing of hands and face) or washing or drying of clothes.
8. No person shall prepare or consume food or beverages (except for water in enclosed containers or medically required food or beverage) in the public areas of City facilities except at special events authorized by City staff.
9. No person shall solicit funds or charitable donations from members of the public or City staff within City facilities. This prohibition shall not apply to City-sponsored employee contribution campaigns for charity, or to charitable solicitation activities which employees pursue on their break or lunch hour.
10. No person shall sell, offer to sell, or display for the purpose of sale any commercial product, service, or device within City facilities. This prohibition shall not apply to City-issued franchises for food service to City employees.
11. No person shall engage in any threatening or intimidating language or conduct directed at any member of the public or City employee.
12. No person shall bring a bicycle, tricycle or similar wheeled conveyance into City facilities, except for City employees who store such conveyances in accordance with department process. This restriction shall not apply to persons utilizing wheelchairs or similar medically required devices within City facilities. This restriction shall not apply to persons utilizing children's strollers or similar conveyances when necessary to transport young children into and within City facilities.
13. No person shall post any document, place any object or hang any art within the City Hall Lobbies unless approved by the Director of Arts and Culture.
14. No person shall bring any animal into City facilities, except, where animals are intrinsic to the program offered by the City. This regulation shall not apply to service animals assisting individuals with disabilities or animals



## **POLICY AND PROCEDURES 4-07/MGR**

Revised: February 2006

- under the control of a police officer or an animal handler authorized by City staff to attend a special event conducted in the Lobbies or other area of City Hall.
15. No person shall use City facilities primarily for sleeping purposes as this may unreasonably interfere with the use of the facilities by other members of the public or City staff.
  16. The public shall have access from elevators through passageways and halls to the designated reception facilities for various City services for the purpose of conducting business with the City. The work areas beyond the reception facilities are not public areas and no person except authorized City staff may enter or remain in employee work areas unless authorized by, or in the company of, City staff.
  17. No person shall use the Council Chambers for any purpose without express prior approval of the City Clerk. The City Clerk shall approve the use of the Council Chambers only for the conduct of City public meetings, authorized City functions, meetings conducted for City employees by authorized employee representative groups for the purpose of providing services that directly benefit City employees, City-permitted events, and events hosted by other governmental officials or agencies.
  18. No person except Council Members, commission members or authorized City staff shall enter the dais or staff area of the Council Chambers during the conduct of a public meeting unless authorized. No person except Council Members, commission members or authorized City staff shall attach any document or object onto the walls or furniture of the Council Chambers unless authorized.
  19. No person except authorized City staff shall access any secured storage or mechanical areas in the Parking Garage.
  20. No person except authorized City staff shall enter or remain in the elevator lobbies that provide access to City Hall on levels A, B, and C after City Hall closing time, except when these elevator lobbies are kept open during meetings or scheduled events.
  21. No person shall use the public areas of the City Hall Parking Garage for any purpose except the parking of vehicles and bicycles.

**POLICY AND PROCEDURES 4-07/MGR**

Revised: February 2006

22. No person shall dispose of any household garbage, yard waste, construction debris, hazardous materials or other waste in the City Hall Parking Garage or waste containers provided for City use.
23. No person shall tamper with, damage or vandalize any structural component, equipment or building system in the City Hall Parking Garage.
24. No person shall camp within the City Hall Parking Garage.
25. No person shall post any document, sign, banner, or object within the Parking Garage, except for City staff in the conduct of its responsibilities.

*NOTE: Questions about this policy should be directed to the City Manager's Office.*


**RISK MANAGEMENT  
AND SAFETY**
**REPORT OF ACCIDENT/PROPERTY DAMAGE**
*Submit within 24 hours of incident.*

Department/Division: <b>SELECT ONE</b>	Date/Time Incident Occurred:	Today's Date:	Incident Investigated/Reported By:
Type of Incident (i.e., Collision, Injury to a Public Person, Property Damage, Loss, Etc.)		Photos Taken? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Location of Incident (Include Address):		City Vehicle No.	
Did The Incident Involve: <input type="radio"/> City Property <input type="radio"/> Private Property <input checked="" type="radio"/> Both			
Were Police Called? <input type="radio"/> Yes <input checked="" type="radio"/> No	Officer/Dept. Taking Report:		Police Report No.

PERSONS INVOLVED		
Employee Name:	Position/Department:	Employment Status: <input type="checkbox"/> Regular <input type="checkbox"/> Volunteer <input type="checkbox"/> Hourly
Other Party:	Address:	Phone:
Liability Insurance Company (If applicable)	Address:	Phone:
Witness Name A/Registered Owner:	Address:	Phone:
Witness Name B:	Address:	Phone:

INJURY/DAMAGE ASSESSMENT
How did the incident occur? What was the person doing?
Description of incident or damage.
Severity of Injury (Check One): <input checked="" type="checkbox"/> No first aid required. <input type="checkbox"/> Minor first-aid required (i.e., ice, bandage). <input type="checkbox"/> Emergency services required (i.e., paramedics, police).
Action Taken (Use back of page for additional space).

*Additional comments, information or diagrams may be provided on the reverse side of this form.*

SIGNATURE			
Signature:	Name (Printed):	Phone:	Department/Division:

DISTRIBUTION:

Risk Management:

Attorney's Office

Facilities/Equipment Management (If Vehicle or Property Damage Involved)





CITY OF PALO ALTO

# Zero Waste Plan

August 2018



**TABLE OF CONTENTS**

**EXECUTIVE SUMMARY ..... 1**

**ZERO WASTE GUIDING PRINCIPLES ..... 2**

**ADAPTING TO CHANGING MARKET DEMANDS ..... 3**

**BACKGROUND ..... 4**

**CURRENT ZERO WASTE PROGRAMS..... 5**

**TARGETED MATERIALS AND GENERATORS ..... 6**

    Material Composition ..... 7

    Single-Family Residential Material “Capture Rates” ..... 9

**RESEARCH AND PUBLIC INPUT ..... 10**

**NEW ZERO WASTE INITIATIVES ..... 11**

    Short-Term Programs (2018-2019)..... 11

    Medium-Term Programs (2020-2026) ..... 18

    Long-Term Programs (2027-2030)..... 23

**COSTS AND KEY PERFORMANCE INDICATORS..... 26**

**DIVERSION ESTIMATES AND GREENHOUSE GAS EMISSIONS REDUCTION POTENTIAL..... 29**

**ATTACHMENT 1 CURRENT POLICIES AND PROGRAMS ..... 1-1**

**ATTACHMENT 2 WORKSHOP AND SURVEY RESULTS ..... 2-1**

**ATTACHMENT 3 ASSUMPTIONS AND CALCULATIONS ..... 3-1**

## EXECUTIVE SUMMARY

The 2018 Zero Waste Plan updates the first such Plan for Palo Alto which was adopted in 2007. The new Plan contains new and revised provisions designed to meet aggressive goals adopted by the Palo Alto City Council in 2016 as part of its [Sustainability/Climate Action Plan](#) (SCAP). Specifically, the Council adopted a goal of 95% diversion of materials from landfills by 2030, and 80 % reduction of greenhouse gases by the same year. Additionally, other goals were adopted for water use reduction and environment protection. All of these goals require even more effort by the City of Palo Alto staff and the larger community to reduce the use of materials, to reuse them, and to recycle and compost residuals.

The new Plan was also prepared to provide a basis for new and revised contracts the City must have for residuals management. Current contracts with GreenWaste, the Sunnyvale Materials Recovery Station (SMaRT), and Waste Management (Kirby Canyon Landfill) all expire in the Fall of 2021. New and/or revised contracts for hauling, processing, recycling, composting and landfill disposal must all reflect the aggressive goals adopted by the Palo Alto Council. In order to meet the environmental goals by 2030, and have new and revised contractor support contracts in place by 2021, it was necessary to begin a planning process in 2016 and finalize the new Zero Waste Plan in 2018.

It was also necessary to re-examine what Palo Alto currently sends to Landfills in order to target the right materials in the Plan. It was found that two of the largest components were food-related materials, and demolition and construction related materials. Therefore, important new and revised Plan provisions deal with these materials. Enforcement of commercial composting and recycling requirements is strengthened, as is source separation and deconstruction in the construction industry. A third and difficult component of landfilled materials are diapers, other personal care products, and pet waste. These will be further explored under the Plan to find workable solutions.

The Plan is divided into Short Term, Mid Term and Long Term actions. For the most part, this is because of resource constraints. But it is also because good solutions may not be apparent yet, or because the residual is a smaller component of the total.

Asian markets for US recyclables are in flux. At the same time, plastics from around the world are building up in oceans and in wildlife. As part of the Plan, the City will examine better ways to reduce plastics use and manage their residuals. A Foodware Packaging Reduction Plan will be prepared in concert with the City's other environmental protection programs in 2019. Targeted plastics will include food and drink containers and other types of packaging.

The City will continue to use a blend of local action and regional, state and national collaboration to establish new program components. Local initiatives in Palo Alto are being taken when it is efficient, helps pilot new ideas and lights the way for others. Enforcement of recycling and composting in the commercial and construction sectors are key examples where Palo Alto is taking new local action under its 2018 Zero Waste Plan.



# ZERO WASTE GUIDING PRINCIPLES

Zero Waste is a holistic approach to managing the flow of resources through society in a closed loop system (circular economy) rather than a linear one. While Zero Waste includes the traditional hierarchy of reducing, reusing and recycling, it is much more. Zero Waste principles provide guidance on how resources are managed, from product design through ultimate disposal. Zero Waste is about designing products and packaging to minimize waste, creating incentives to encourage clean and sustainable products and processes, fostering both producer and consumer responsibility, investing in resource recovery facilities, strengthening local economies, and building community collaboration. This Zero Waste Plan uses the following guiding principles:

- Follow the waste management hierarchy of reduce, reuse, recycle/compost, prioritizing waste prevention first, and then reuse (including salvage and repair) before recycle/compost.
- Manage discards as resources, not waste. Preserve materials for continued use and recognize that all products are made from and with natural resources and manage them accordingly.
- Create and support rules and policies that further the Zero Waste hierarchy of rethink, reduce, reuse, recycle/compost; and redesign systems, processes, or products to reduce the volume and toxicity of waste and materials.
- Support Producer Responsibility to hold manufacturers responsible for the full lifecycle of their products, giving them incentive to create less toxic, more durable, reusable, repairable, and recyclable/compostable products, packaging, and processes.
- Create and support programs in every sector of the community to shift away from waste generation toward waste prevention, reuse, and recycling/composting.
- Create and keep materials and products for use as high on the hierarchy as possible and in the useful loop as long as possible. Keep materials from being “downcycled,” where the number of future uses or options are limited (e.g., composting recyclable paper).
- Minimize all discharges to land, water or air that may be a threat to planetary, human, animal or plant health, including climate changing gases.
- Empower the community to live a Zero Waste lifestyle, build collaborative efforts to further Zero Waste, and to continue to call for Zero Waste progress.
- Utilize existing infrastructure and assets in the development of new programs (e.g., waste collection vehicles, mail services, food storage).
- Foster and pilot programs and systems that are adaptable, flexible, nimble, scalable, and resilient.



# ADAPTING TO CHANGING MARKET DEMANDS

The following hierarchy of contingencies has been created to help Palo Alto adapt to future market fluctuations for recyclable and compostable materials. If markets change to such an extent that currently recyclable or compostable items are no longer accepted, the following measures will be taken:

1. Increase allocation of resources and focus on initiatives that further waste reduction and reuse, so that fewer materials will be generated for recycling and composting.
2. Improve processing so recycle and compost streams are cleaner, to improve marketability.
3. Enhance enforcement of customer sorting; and keep non-complying customers waste separate for special processing until compliance is achieved.
4. Embrace the concept that recycling/composting is better than landfilling; even as these expenses increase.
5. Conversion (e.g., gasification, pyrolysis, chemical process) for nonmarketable materials; maintain ability to move in and out as markets change. This is a less preferred option than recycling the materials.



*Sorting Station at GreenWaste Material Recovery Facility*



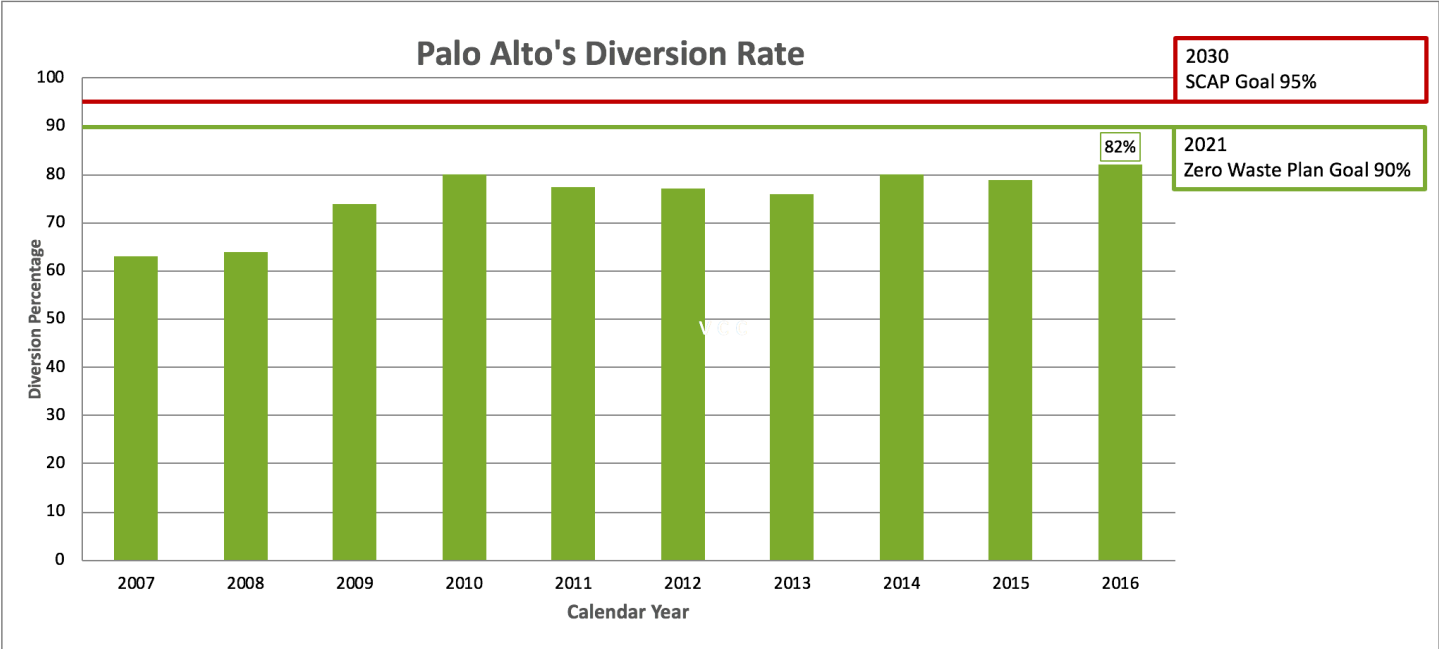
# BACKGROUND

The City of Palo Alto is a leader in Zero Waste. In 2005, the City adopted a Zero Waste goal of 90% diversion of waste from landfills by 2021. The City’s Zero Waste Operational Plan, adopted in 2007, identified a number of initiatives that will help Palo Alto reach its Zero Waste goal.

The City has implemented the major initiatives identified in the plan, including:

- A Zero Waste collection contract
- Universal roll-out of recycling and composting to all customers
- Regional organics processing
- Construction debris diversion requirements
- Regional construction debris processing
- Use of emerging technology

The City’s diversion rate has increased from 62% in 2007 to 82% in 2016. “Diversion” includes all waste prevention, reuse, recycling and composting activities that “divert” materials from landfills.



In November 2016, the City Council approved the Sustainability and Climate Action Plan Framework, Principles & Guidelines (SCAP) which identified a new goal of 95% by 2030.

This Zero Waste Plan identifies the new and expanded policies, programs and infrastructure that will be needed to reach this goal.

## CURRENT ZERO WASTE PROGRAMS



*Color-coded Compost, Landfill and Recycle Bins*

The City contracts with GreenWaste of Palo Alto, Inc. (GreenWaste) to provide comprehensive recycling and organics collection to all residential and commercial customers in Palo Alto. The City and GreenWaste provide technical assistance to multifamily complexes, schools, and commercial buildings pursuant to the City's mandatory recycling and composting ordinance.

Recyclable materials are processed at the GreenWaste Material Recovery Facility where commodities are segregated and sold to domestic and international markets. Organic materials are processed at the Zero Waste Energy Development Corporation anaerobic digestion facility which produces renewable energy to operate the facility. Excess energy produced at the facility is sold to the power grid. The materials leftover from the digestion process are further composted at the Z-Best compost facility.

The City also partners with the cities of Mountain View and Sunnyvale on the Sunnyvale Materials Recovery and Transfer Station (SMaRT Station). The SMaRT Station processes mixed garbage from Palo Alto and recovers recyclable and compostable materials that would have otherwise gone to landfill.

The City has innovative outreach and education programs, including Zero Waste Block Leaders and Champions and Green Teams at most Palo Alto schools. The Zero Waste programs are supported by the City's Zero Waste policies, which include: a tiered rate system to incentivize creating less garbage, plastic bag and Styrofoam bans, construction debris recycling and deconstruction incentives, Zero Waste requirements at special events, and the City's Environmentally Preferred Purchasing Policy.



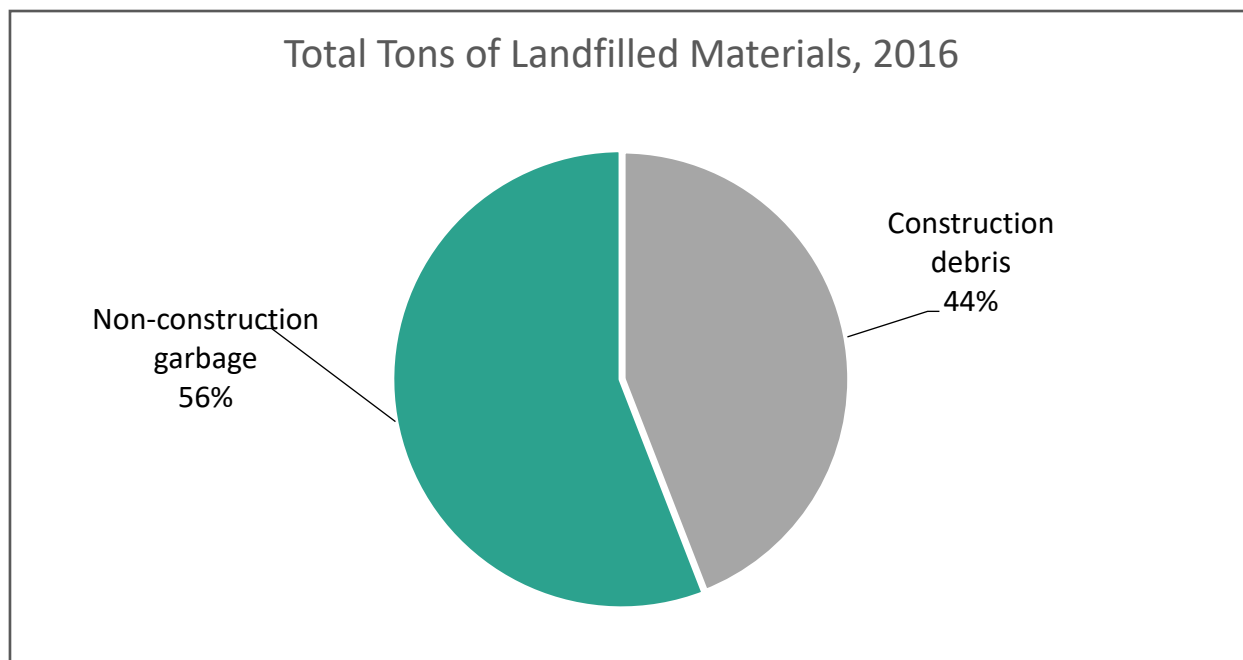
*Waste Station Monitors at Barron Park Elementary*

Attachment 1 includes a comprehensive list of the City's current Zero Waste programs.



## TARGETED MATERIALS AND GENERATORS

Materials are generated from many different sources, including households, businesses, institutions (like hospitals and schools), and construction sites. In 2016, 44% of landfilled materials were from construction projects and 56% were from all other sources.



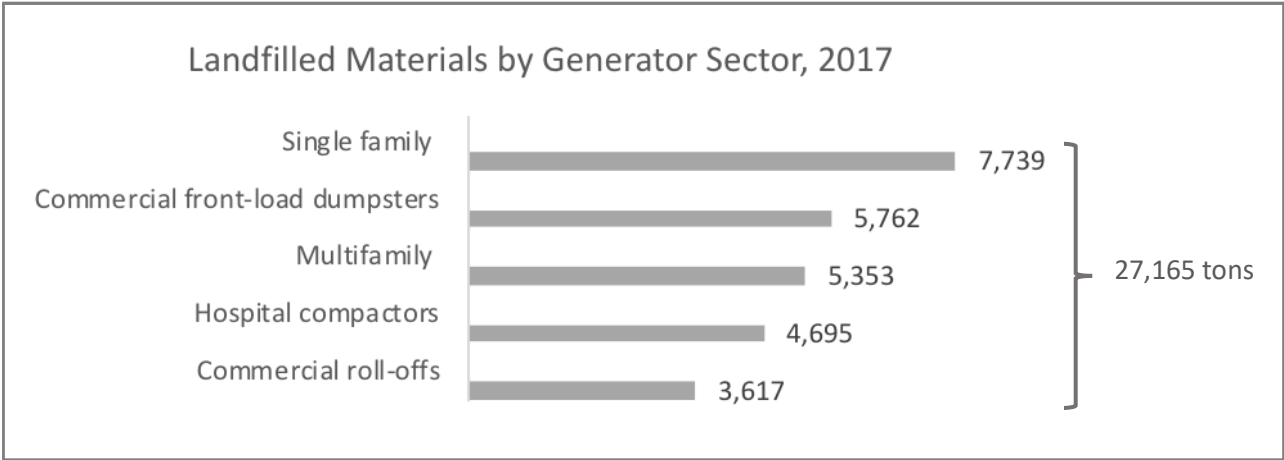
Construction projects have a high recycling rate. In 2016, they achieved 72% diversion. However, there is so much construction activity that the 28% of construction materials that are being landfilled still account for 44% of the total amount of waste landfilled by Palo Alto. These materials include: composite materials (things stuck to other things), mixed residue and fines (materials too small to recover for recycling), and non-recyclable items (including painted or treated wood, rubber, non-recyclable plastics).



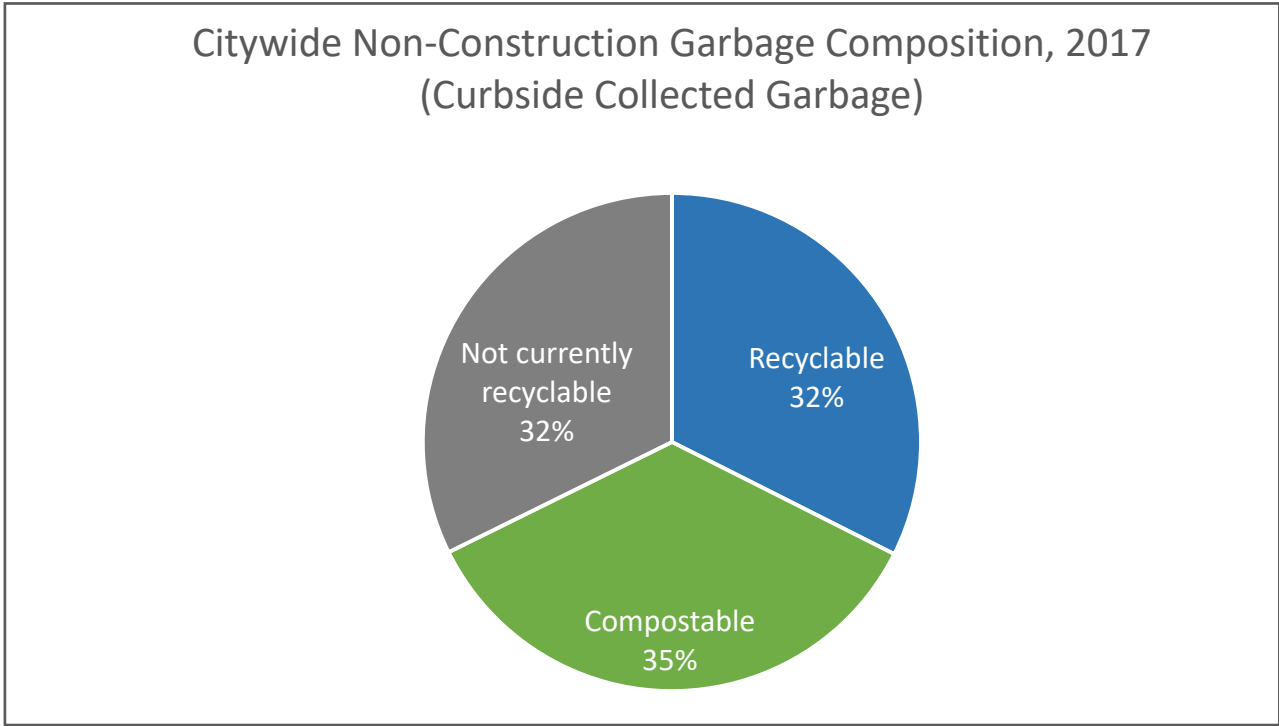
*Zanker Materials Processing Facility*

Material Composition

To plan for 95% diversion, the City conducted a waste characterization study profiling each of the City’s non-construction garbage generator sectors, including residential, commercial, industrial and institutional generators. In 2017, 27,165 tons of materials were disposed in landfills from these non-construction sources.



The results of the waste characterization study show that 67% of what is currently thrown away could have been recycled or composted through the City’s current programs.

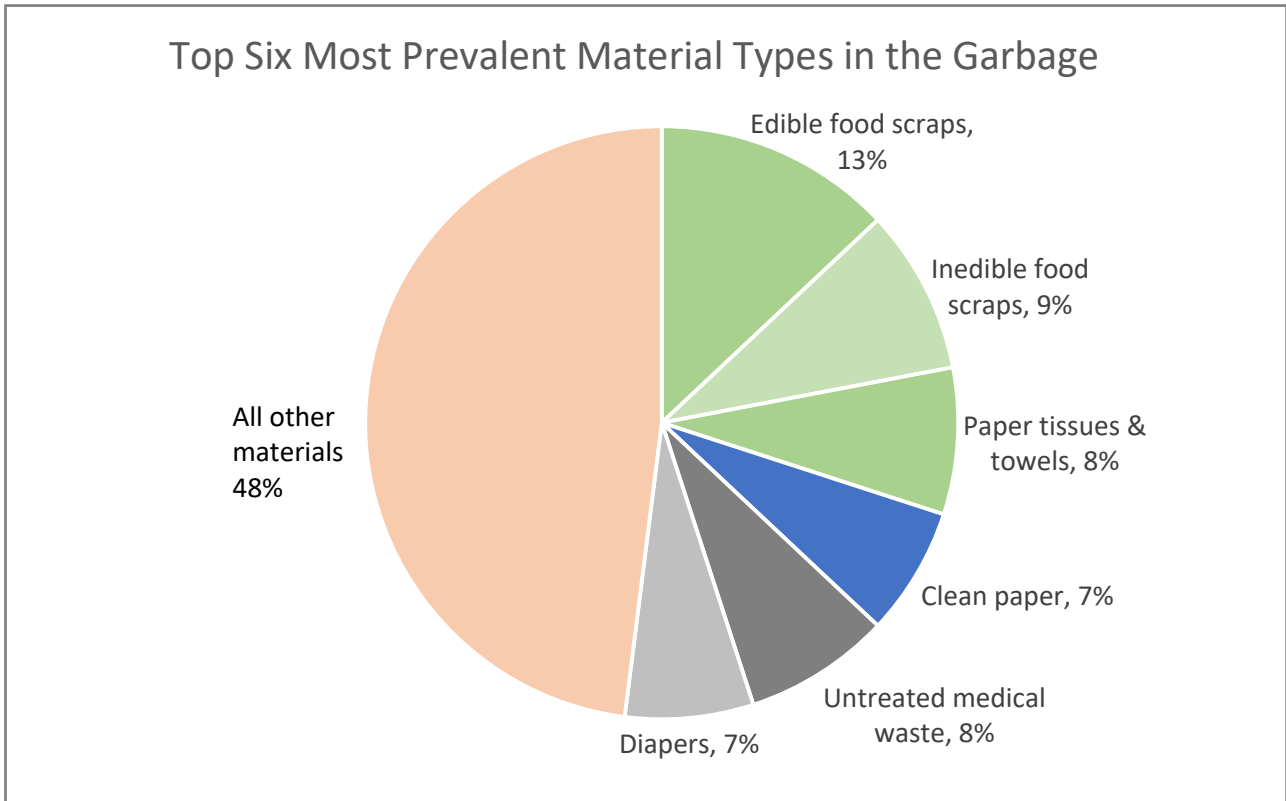






The waste characterization study also identified the individual material types that were more prevalent in the garbage. The following material types account for 52% of what is thrown away by Palo Alto generators.

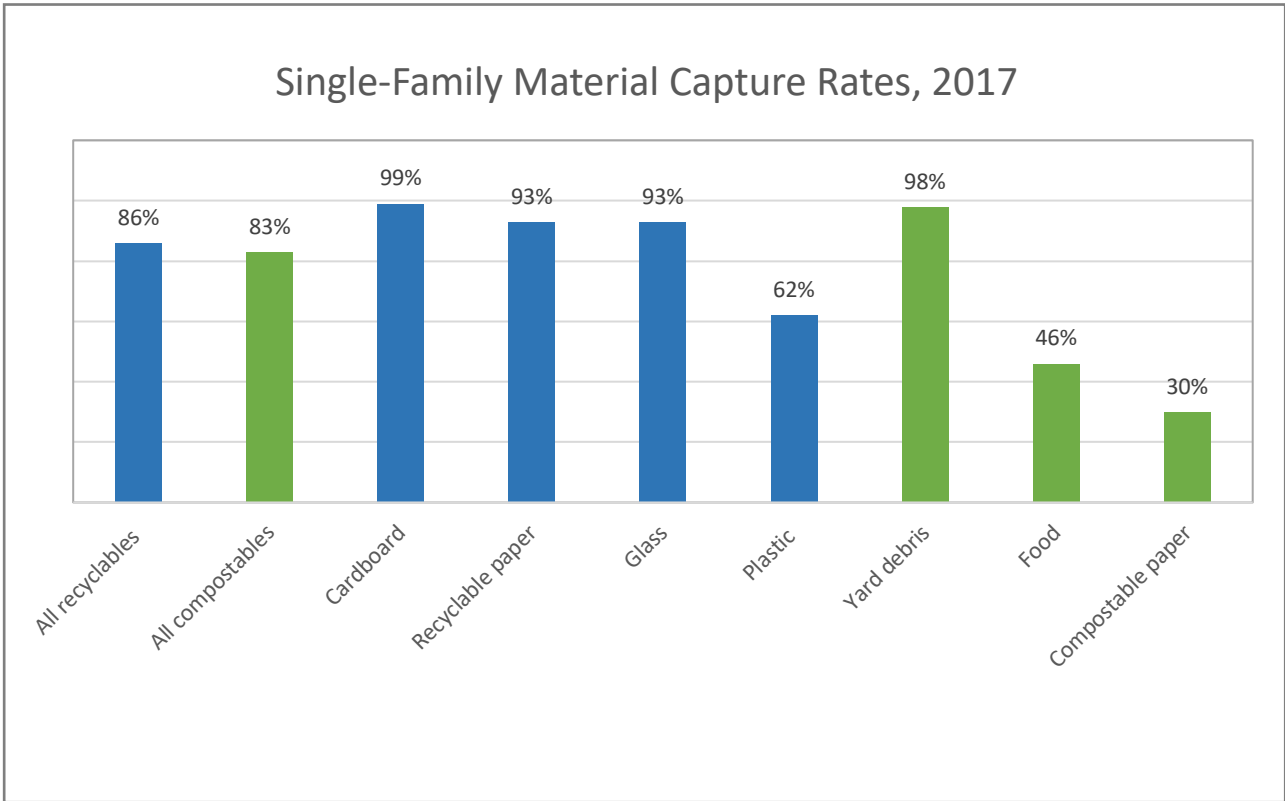
1. Edible food scraps (food that could have been eaten, but was thrown away) – 13%
2. Inedible food scraps (pits, peels, cores, shells, etc.) – 9%
3. Untreated medical waste (we need to work with our hospitals to address) – 8%
4. Paper tissues & towels (we need to put these in the green cart) – 8%
5. Clean paper (we need to put this in the blue cart) – 7%
6. Diapers (we need a disruptive solution) – 7%



## Single-Family Residential Material “Capture Rates”

A capture rate indicates what proportion of a material type is being placed in the correct container. Capture rates for the single-family residential sector were able to be included in the waste characterization study because waste samples were taken from the residential garbage, recycle and compost containers. This was only done for the single-family residential sector due to cost considerations.

Even though the garbage contains materials that could have been recycled or composted, overall residents in Palo Alto are doing a good job of sorting materials correctly. Single-family generators are “capturing” 86% of recyclable materials and 83% of compostable materials. Some materials types, such as plastics, food and compostable paper have lower capture rates.





## RESEARCH AND PUBLIC INPUT

To identify solutions for achieving 95% diversion, the City conducted research and presented the results at two citywide workshops. Over 100 different ideas were researched and vetted using the U.S. EPA Managing and Transforming Waste Streams Tool.

Workshop participants received information about new policies, programs and infrastructure projects that could be undertaken by the City to address materials generated by residential, commercial, construction, and self-haul generators.

Participants then broke up into small groups for longer discussions about each of the alternatives. Additional ideas were recorded and each person identified their high priority items for implementation by the City.

Feedback was also gathered from the community through an online survey that asked for opinions on specific initiatives, but also allowed for participants to add their own ideas.

Results from the workshops and survey are included in Attachment 2.

This input was used to develop the final list of Zero Waste initiatives for implementation in the:

- Short-term (2018-2019)
- Medium-term (2020-2026)
- Long-term (2027-2030)



## NEW ZERO WASTE INITIATIVES

Forty-eight Zero Waste initiatives were identified for implementation in the short-term 2018-2019, medium-term 2020-2026, and long-term 2027-2030. Under these time frames, the initiatives are listed in order of landfill diversion potential and include efforts focused on waste prevention, reuse, and recycling/composting using a variety of tactics such as changing local and state policies, new or expanded programs, and infrastructure development.

For each initiative, the following impacts have been identified and estimated:

- Potential landfill diversion tons - annual
- Greenhouse gas (GHG) emissions reduction potential in metric tons of carbon dioxide equivalent (MTCO<sub>2</sub>e) - annual
- Staffing based on full-time equivalent (FTE) levels of existing staff – one time or ongoing effort
- Additional metrics for success
- Key performance indicators (KPIs)

Some initiatives require hauler, contractor, or consultant support. Costs have been included for those initiatives. The assumptions and calculations for the diversion and greenhouse gas emissions reductions are included in Attachment 3.

### Short-Term Programs (2018-2019)

The following 20 initiatives were chosen for short-term implementation. These initiatives focus on materials that make up a large percentage of our waste stream (e.g., construction and demolition), are natural outgrowths of programs we already have (e.g., mandatory ordinance enforcement), and/or improve our focus higher up the waste hierarchy to waste reduction and reuse (e.g., waste generation metric and goal, residential food waste reduction).

**1. Require Deconstruction and Source Separation of Construction Materials** – Explore the development of an ordinance to require deconstruction and source separation for the purposes of 1) increasing salvage/reuse to highest extent possible, 2) increasing the amount and quality of recyclable materials for all construction and demolition projects. Demolishing entire buildings and combining the materials in a single box would no longer be allowed. Consider provisions that encourage or require recovery for reuse as much as practical. Consider provisions that require



**Adaptive reuse** refers to the process of **reusing** an old site or building for a purpose other than which it was built or designed for. The Art Center is a local example.



commercial buildings to make materials available for salvage for a period of time and to publicly advertise salvage opportunities (e.g., dates, times, materials available). Explore incentives to encourage remodeling and adaptive reuse of buildings, including easier permitting and financial incentives. Also consider adding a new metric and KPI for deconstruction.

Diversion Potential	3,330 tons
GHG Emissions Reduction Potential	8,580 MTCO <sub>2</sub> e
Staff Levels	0.2 FTE one time
Costs: Ongoing annual costs of \$460,000 to add full time driver, half-time administrative support, and additional processing for GreenWaste, as well as \$20,000 consultant support to monitor customers for compliance	
Additional Metrics for Success: Council adoption of municipal code amendment requiring deconstruction and source separation of construction materials	
KPIs: Landfill reduction, GHG reduction	

**2. Direct Mixed Construction Materials to High Diversion Construction Materials Recycling Facilities** – Explore the development of an ordinance to require that all mixed construction and deconstruction materials be delivered to a certified high diversion recycling facility and investigate the feasibility of developing and implementing an automated data management system.

Diversion Potential	2,320 tons
GHG Emissions Reduction Potential	7,850 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Cost: \$30,000 one time for consultant support	
Additional Metrics for Success: Council adoption of municipal code amendment requiring all mixed construction and deconstruction materials be delivered to certified facilities	
KPIs: Landfill reduction, GHG reduction	

**3. Mandatory Ordinance Enforcement for Commercial** – Expand and improve outreach and enforcement of sorting requirements for commercial customers (including multifamily customers).

Diversion Potential	2,070 tons
GHG Emissions Reduction Potential	4,400 MTCO <sub>2</sub> e
Staff Levels	0.75 FTE ongoing
Costs: \$60,000 annually for half-time GreenWaste Environmental Outreach Coordinator	
Additional Metrics for Success: <ul style="list-style-type: none"> <li>Create enforcement procedure</li> <li>Implement enforcement procedure</li> </ul>	
KPIs: Landfill reduction, GHG reduction	

## ZERO WASTE PLAN

**4. Construction Project Recycling Technical Assistance** – Provide technical assistance and outreach to contractors and permittees about the City’s ordinance requirements and provide referrals to local reuse, recycling and deconstruction service providers.

Diversion Potential	1,900 tons
GHG Emissions Reduction Potential	4,890 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Costs: \$300,000 over a 3 year period for consultant support, \$60,000 per year for half-time GreenWaste Environmental Outreach Coordinator	
Additional Metrics for Success: <ul style="list-style-type: none"> <li>Develop outreach and technical assistance program and materials for construction and deconstruction contractors</li> <li>Implement outreach and technical assistance program</li> </ul>	
KPIs: Landfill reduction, GHG reduction	

**5. Statewide Packaging and Product Design** – Advocate for statewide packaging and product design policies that encourage items to be repairable, reusable, fully recyclable/compostable, and less-toxic. This includes membership in statewide organizations (California Product Stewardship Council, Californians Against Waste) and submitting testimony to legislative and regulatory proceedings.

Diversion Potential	790 tons
GHG Emissions Reduction Potential	1,500 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE ongoing
Costs: \$10,000 annually for memberships	
Additional Metrics for Success: <ul style="list-style-type: none"> <li>Continue membership in CPSC and support of CAW</li> <li>Support legislation that furthers Zero Waste</li> <li>Support and participate in CalRecycle’s packaging requirements policy creation</li> </ul>	
KPIs: Generation reduction, GHG reduction	

**6. Collect Additional Items for Landfill Diversion** (e.g., diapers, aseptic containers, pet waste) – Identify strategies to divert hard to recycle or compost items.

Diversion Potential	620 tons
GHG Emissions Reduction Potential	570 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Costs: TBD ongoing	
Additional Metrics for Success: Additional items collected for recycling and/or composting	
KPIs: Landfill reduction, GHG reduction	



**7. Plastics Conversion** - Develop pilots to convert non-recyclable plastics and multi-layered products to useful chemicals or products.

Diversion Potential	590 tons
GHG Emissions Reduction Potential	950 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Cost: TBD ongoing	
Additional Metrics for Success: Participate in a plastics and multi-layered products conversion pilot	
KPIs: Landfill reduction, GHG reduction	

**8. Textile Collection for Reuse & Recycling** – Research and implement a program for residents and businesses to divert textiles for reuse and recycling. Investigate feasibility of adding bagged or boxed textiles to the curbside collection program.

Diversion Potential	460 tons
GHG Emissions Reduction Potential	3,330 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Costs: TBD ongoing	
Additional Metrics for Success: Textile collection program added to curbside collection program	
KPIs: Landfill reduction, GHG reduction	

**9. Waste Reduction for Diapers** – Explore incentives and requirements for reusable and/or compostable diapers.

Diversion Potential	450 tons
GHG Emissions Reduction Potential	390 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE ongoing
Costs: \$20,000 one time for consultant support	
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>Determine the type of diaper(s) to incentivize</li> <li>Establish an incentive program for reusable and/or diapers</li> </ul>	
KPIs: Generation reduction, Landfill reduction, GHG reduction	



Diapers comprise 16% of all residential discards (7% citywide)

**10. Increase Collection of Reusable Items in the Clean Up Day Program** – Enhance the reusable items component of the by-appointment Clean Up Days for both resident and businesses. Consider adding an additional clean-up day and collecting on a neighborhood wide basis. Consider partnering with a non-profit(s).

Diversion Potential	390 tons
GHG Emissions Reduction Potential	1,730 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Costs: \$187,000 annually to add one full-time driver and to expand outreach and noticing	
Additional Metrics for Success: Enhance the reuse element of the Clean Up Day program and include a partnership with at least one local reuse non-profit	
KPIs: Landfill reduction, GHG reduction	

## ZERO WASTE PLAN

**11. Outreach and Technical Assistance for Self-Haul** – Develop outreach and technical assistance to customers that self-haul materials generated within Palo Alto.

Diversion Potential	380 tons
GHG Emissions Reduction Potential	980 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Costs: \$30,000 per year for 3 years for consultant support	
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>Develop outreach and technical assistance program and materials for self-haul customers</li> <li>Implement outreach and technical assistance program</li> </ul>	
KPIs: Landfill reduction, GHG reduction	

**12. Residential Food Waste Reduction** – Expand outreach and education programs to reduce wasted food. Learn the barriers and benefits for Palo Alto residents so outreach addresses those that lead to measurable change.

Diversion Potential	310 tons
GHG Emissions Reduction Potential	270 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE ongoing
Costs: \$20,000 one time for consultant support	
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>Conduct food waste reduction barriers and benefits research</li> <li>Create an engagement program based on that research</li> </ul>	
KPIs: Generation reduction, Landfill reduction, GHG reduction	

**13. Foodware Packaging Reduction Plan** – Develop a Foodware Packaging Reduction Plan to reduce the amount of single-use, disposable foodware packaging generated in Palo Alto, encourage reusable foodware items, and to ensure that the single-use disposable items that are generated are recycled or composted. As a first phase of implementation, explore the development of an ordinance to require some single-use items (e.g., cutlery, straws, stirrers) to be compostable in Palo Alto's program and provided only upon request.

Diversion Potential	290 tons
GHG Emissions Reduction Potential	470 MTCO <sub>2</sub> e
Staff Levels	0.1 FTE one time
KPIs: Generation reduction, landfill reduction, GHG reduction	





**14. Add a Waste Generation Metric(s) and Goal(s) to the Current Landfill Diversion Goals** – Explore metrics to adopt that focus on reducing the creation of waste. Establish targets for reducing discarded materials (garbage, recycle, and compost). Include metrics that address climate/carbon impacts and footprints.

Diversion Potential	290 tons
GHG Emissions Reduction Potential	470 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Costs: \$10,000 one time for consultant support	
Additional Metrics for Success: Waste reduction metric and targets adopted by Council	
KPIs: Generation reduction, GHG reduction	

**15. Wood to Biochar** – Explore the production and application of biomass power-generation technology from tree trimming operations and the residual biochar application on public lands within the City.

Diversion Potential	240 tons
GHG Emissions Reduction Potential	470 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Cost: TBD ongoing	
Additional Metrics for Success: Determine the cost effectiveness and feasibility of wood to biochar for Palo Alto	
KPIs: Landfill reduction, GHG reduction	

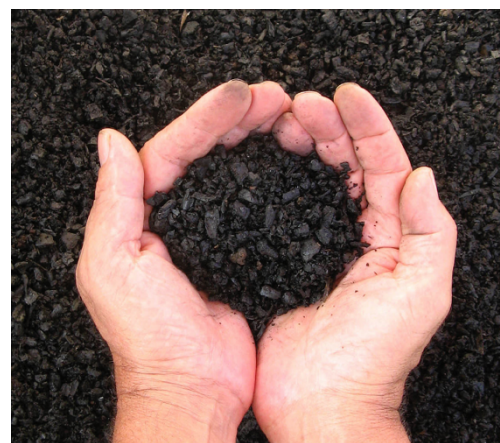
**16. Color Tinted Clear Bags** – Explore the development of an ordinance to require all commercial customers who use bags to use color-tinted clear plastic bags (blue tint for recycle, green tint for compost, clear for garbage) and compostable bags for compost to consolidate materials by material type for better monitoring and enforcement of waste sorting.

Diversion Potential	230 tons
GHG Emissions Reduction Potential	430 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics for Success: Municipal code amendment requiring color tinted clear bags adopted by Council	
KPIs: Landfill reduction, GHG reduction	

**17. Commercial Food Donations** – Building on the 2015 Food Rescue Services, Barriers, and Recommendations in Santa Clara County, continue participation in County's Silicon Valley Food Rescue working group to create a sustainable food rescue system in Santa Clara County, where all surplus edible food goes to food insecure people. Consider policies and programs applicable



GreenWaste's all-electric collection truck contributes to the City's greenhouse gas reduction goals.



**Biochar** is charcoal used as a soil amendment. **Biochar** is a stable solid, rich in carbon, and can endure in soil for thousands of years. Like most charcoal, **biochar** is made from biomass via pyrolysis. **Biochar** application to soil is being evaluated as an approach to carbon sequestration.

## ZERO WASTE PLAN

in Palo Alto according to the findings from the county working group. Integrate with food waste prevention efforts.

Diversion Potential	160 tons
GHG Emissions Reduction Potential	140 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE ongoing
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>Continue involvement in Silicon Valley Food Rescue</li> <li>Pilot A La Carte food truck in Palo Alto</li> </ul>	
KPIs: Landfill reduction, GHG reduction	

**18. Encourage Residential Application of Compost** – Explore the feasibility of making compost available to residents for no charge to encourage its use.

Diversion Potential	30 tons
GHG Emissions Reduction Potential	30 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Cost: \$10,000 on going	
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>Increase markets for organic materials</li> <li>Achieve co-benefits carbon sequestration</li> </ul>	
KPIs: Landfill reduction, GHG reduction	

**19. Sustainable Repair Café Function** - Work with Repair Café leaders and other repair community stakeholders to explore ways to create a permanent, sustainable Repair Café function.

Diversion Potential	150 tons
GHG Emissions Reduction Potential	770 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics for Success: Increase number of repaired items per year and increase use of repair and reuse services over buying new items	
KPIs: Generation reduction, Landfill reduction, GHG reduction	



Silicon Valley legend Dan Kottke helped out at the fourth Palo Alto Repair Café. Dan is known as 'Apple employee number one' and was a major contributor to the Apple I, Apple II and the first Macintosh computers.

**20. Improve Recycling Collection and Processing** – Explore the feasibility of adding an additional collection route to improve processing of contaminated recyclables to reduce rejection of the materials in the market. Provide more and better sorting of marginally contaminated recyclables at the processing facility to ensure the marketability of the materials.

Diversion Potential	380 tons
GHG Emissions Reduction Potential	770 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Costs: \$371,000 ongoing for an additional driver and enhanced sorting for GreenWaste	
Additional Metrics for Success: Increase quality of recycled feedstocks and reduce rejection of contaminated loads	
KPIs: Landfill reduction, GHG reduction	



## Medium-Term Programs (2020-2026)

The following 18 initiatives were chosen for medium-term implementation. These initiatives focus on continuing to increase waste prevention and reuse/repair efforts within the community, but also planning for improved material processing.

**21. Improve Municipal Solid Waste (MSW), Recyclable Materials, and Compostable Materials Processing** - Use Request for Proposal process to pursue more effective material recovery facilities for MSW when SMaRT agreement ends in 2021. At a minimum, ensure that residues after processing are further composted or digested to minimize landfilling.

Diversion Potential	2,820 tons
GHG Emissions Reduction Potential	5,240 MTCO <sub>2</sub> e
Staff Levels (RFP development not included)	0.1 FTE one time
Additional Metrics of Success: Council approval of a new contract for more effective MSW processing	
KPIs: Landfill reduction, GHG reduction	

**22. Mandatory Ordinance Enforcement for Residential** - Expand residential outreach efforts (e.g., pilot providing posters on carts or inside lids). Explore providing periodic auditing of residential collection containers and provide outreach and education to residents to ensure that they are aware of the mandatory recycling program and how to comply with more outreach provided to residents who require more assistance (as indicated by audit results). Explore options for shared containers.

Diversion Potential	1,380 tons
GHG Emissions Reduction Potential	2,320 MTCO <sub>2</sub> e
Staff Levels	0.2 FTE ongoing
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>• Increase participation in residential recycling and composting program</li> <li>• Decrease contamination in the recycle, compost and landfill containers</li> </ul>	
KPIs: Landfill reduction, GHG reduction	

**23. Commercial Waste Prevention Technical Assistance** - Expand commercial technical assistance program to include waste prevention and reuse. Provide tools to identify and redesign wasteful practices, products and packaging, make business case for Zero Waste, and purchase more environmentally preferred products (e.g., the current ReThink Disposable program).

Diversion Potential	890 tons
GHG Emissions Reduction Potential	1,890 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE ongoing
Additional Metrics for Success: Reduce generation of products and packing at Palo Alto businesses and institutions	
KPIs: Generation reduction, Landfill reduction, GHG reduction	



## ZERO WASTE PLAN

**24. Business Outreach** (presentations, door-to-door outreach, Zero Waste Champions) - Expand outreach and technical assistance to industrial, commercial and institutional generators addressing recycling and/or composting logistics and increasing employee participation. Conduct focus group on how to make recycling and composting more intuitive.

Diversion Potential	890 tons
GHG Emissions Reduction Potential	1,890 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE ongoing
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>• Increase participation in recycling and composting programs</li> <li>• Promote Zero Waste culture at Palo Alto businesses and institutions</li> </ul>	
KPIs: Generation reduction, Landfill reduction, GHG reduction	

**25. Plastic Recovery Facility** - Participate in the development of a regional plastic recovery facility for hard to recycle plastics with recycling service providers, business generators, and other communities throughout the Bay Area.

Diversion Potential	590 tons
GHG Emissions Reduction Potential	950 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics for Success: Determination of the feasibility of a regional plastic recovery facility	
KPIs: Landfill reduction, GHG reduction	

**26. Foodware Packaging Reduction** – Continue implementation of the Foodware Packaging Reduction Plan. Explore modification of the foodware ordinance to require: 1) use of reusables (dishes, cups, utensils) for on-site dining; 2) a reusable takeout packaging option; 3) a charge for disposable takeout foodware (e.g., cups, clamshells); and 4) all disposable foodware be free of certain highly toxic chemicals known to migrate into food and beverages and be compostable in the City's waste management programs.

Diversion Potential	420 tons
GHG Emissions Reduction Potential	780 MTCO <sub>2</sub> e
Staff Levels	0.1 FTE one time
Additional Metrics for Success: Council adoption of modified foodware ordinance to further reduce foodware packaging	
KPIs: Generation reduction, Landfill reduction, GHG reduction	



10 downtown restaurants are participating in the City's Go Box pilot.

**27. Commercial Food Waste Prevention** - Explore expansion of outreach to grocery stores, restaurants, school cafeterias and other food generators on opportunities and practices to prevent food waste. Work with Santa Clara County, local business, and regional industry associations to hold Waste Less Food panels. Incentivize food waste reduction tools such as Lean Path, etc.



Diversion Potential	420 tons
GHG Emissions Reduction Potential	370 MTCO <sub>2</sub> e
Staff Levels	0.05 FTE ongoing
Additional Metrics for Success: Reduce generation of wasted food	
KPIs: Generation reduction, Landfill reduction, GHG reduction	

**28. Improve Green Purchasing** - Finalize the update to the City's Environmentally Preferred Purchasing Policy and operating procedures. Include plans for staff education and policy awareness. Contract staff support contingent on budget approval.

Diversion Potential	380 tons
GHG Emissions Reduction Potential	1,300 MTCO <sub>2</sub> e
Staff Levels	0.04 FTE one time
Costs: \$120,000 for contract staff support	
Additional Metrics for Success: Updated Environmentally Preferred Purchasing Policy adopted	
KPIs: Generation reduction, Landfill reduction, Toxics reduction, GHG reduction	

**29. Issue Waste Reduction Grants** - Explore the feasibility of providing grants to non-governmental organizations (NGOs), schools, businesses and/or individuals to assist the community to implement innovative reduction, reuse, recycling and composting programs and to help foster the culture change needed to achieve Zero Waste. NGOs outside of the city that provide services within the city should be eligible for grants (e.g., gleaners).

Diversion Potential	290 tons
GHG Emissions Reduction Potential	470 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE ongoing
Costs: \$10,000 annual grant program	
Additional Metrics of Success: Implementation of grants program supporting local NGOs in waste prevention and recycling	
KPIs: Generation reduction, Landfill reduction, Toxics reduction, GHG reduction	

**30. Incentives for Reuse, Rental, Repair Industry** - Explore the feasibility of providing incentives for reuse, rental and repair through contract incentives, material exchanges, wood reuse, and direct assistance.

Diversion Potential	290 tons
GHG Emissions Reduction Potential	470 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics of Success: Development of repair and reuse culture in Palo Alto	
KPIs: Generation reduction, Landfill reduction, GHG reduction	

**31. Bans or Fees** – Identify additional toxic, hard to recover products, or packaging for regulation (through bans, takebacks, fees, incentives or other regulation). Targeted materials could include expanded polystyrene foam products that are not included in the current ban (such as meat trays and egg cartons), delivery service packaging (such as cold packs and non-

## ZERO WASTE PLAN

recyclable plastics), Mylar packaging (such as chip bags and juice pouches), or other hard to recover products or packaging.

Diversion Potential	260 tons
GHG Emissions Reduction Potential	300 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics for Success: Council adoption of new ordinances addressing hard-to-recycle products or packaging	
KPIs: Generation reduction, Landfill reduction, GHG reduction	

**32. Residential Food Donations** - Expand Palo Alto's current residential food sharing network (gleaning, donations). Integrate with food waste prevention efforts.

Diversion Potential	200 tons
GHG Emissions Reduction Potential	180 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>• Increase donations and gleaning</li> <li>• Promote sharing economy</li> </ul>	
KPIs: Landfill reduction, GHG reduction	

**33. Retailer Take-Backs** – Explore the development of an ordinance to require retailers to takeback key products and packaging that they sell to improve convenience for consumers or to collect materials that are not acceptable in the curbside recycling program (e.g., batteries, pharmaceuticals, compact fluorescent bulbs). Research should include: options for extended producer responsibility for manufacturers and distributors with pickup points at retail sites (such as in the Alameda County pharmaceutical takeback ordinance); and “milk run” pickups from retail sites by the City's contractor or household hazardous waste program (such as the in the San Luis Obispo Integrated Waste Agency takeback program). Coordinate with neighboring cities to adopt ordinances at same time, and/or to take effect once all neighboring cities adopt.

Diversion Potential	190 tons
GHG Emissions Reduction Potential	320 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics for Success: Council adoption of take-back ordinances addressing hard-to-recycle products or packaging	
KPIs: Landfill reduction, GHG reduction	

**34. No Green or Brown Colored Non-Compostable Produce Bags** – Explore the development of an ordinance to prohibit the sale or distribution of green or brown-tinted produce bags that are not compostable. Clear bags and produce bagged outside of City (e.g., potatoes packed in brown bags to reduce oxidation) would be permissible.

Diversion Potential	120 tons
GHG Emissions Reduction Potential	110 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics for Success: Council adoption of new ordinance addressing non-compostable bags	
KPIs: Landfill reduction, GHG reduction	



**35. Residential Outreach to Encourage Zero Waste Lifestyle** - Expand outreach and education programs to promote adoption of a “Zero Waste lifestyle.” Promote online resources and best practices for reducing waste. Conduct focus group on how to make recycling and composting more intuitive.

Diversion Potential	80 tons
GHG Emissions Reduction Potential	110 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE ongoing
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>Expand adoption of Zero Waste Lifestyle</li> <li>Promote Zero Waste culture with Palo Alto residents</li> </ul>	
KPIs: Landfill reduction, GHG reduction	

**36. Free Collection of Small Quantities of Construction Debris from Residents** - Explore providing a reuse and recycling opportunity for small quantities of building materials that are generated through home improvement projects. Investigate feasibility of collecting small amounts of mixed construction debris in a special container.

Diversion Potential	20 tons
GHG Emissions Reduction Potential	0 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics for Success: Small quantities of reusable and recyclable building materials added to on-call collection program	
KPIs: Landfill reduction, GHG reduction	

**37. Promote Access to Goods Over Ownership** - Explore how to promote services that provide short term rentals of reusable goods such as tools, sports equipment, party equipment (tables, chairs, serving utensils), as well as sharing websites. Explore a membership-based program that promotes community resource sharing while leveraging communal purchasing power (e.g., a Tool Library delivers affordable tool-lending services to individuals, businesses, and civic or community organizations).

Diversion Potential	10 tons
GHG Emissions Reduction Potential	80 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics of Success: Further enhancement of a reduce and reuse culture in Palo Alto	
KPIs: Generation reduction, GHG reduction	

**38. Reusable Filling Stations at Stores and Zero Waste Supermarkets** - Explore the promotion of purchasing items in bulk bins and bulk packages at local stores, the expansion of bulk bin sales at local stores, and Zero Waste supermarkets (everything is sold in bulk).

Diversion Potential	10 tons
GHG Emissions Reduction Potential	10 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics of Success: Increase in locations for bulk purchasing in Palo Alto	
KPIs: Generation reduction, Landfill reduction, GHG reduction	

## ZERO WASTE PLAN

## Long-Term Programs (2027-2030)

The final 10 initiatives were chosen for long-term implementation. These initiatives include more collaborative efforts.

**39. Every Other Week Garbage Collection** – Explore every other week garbage collection service options for both residential and commercial customers.

Diversion Potential	4,310 tons
GHG Emissions Reduction Potential	6,980 MTCO <sub>2</sub> e
Staff Levels	0.1 FTE one time
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>• Achieve greater collection efficiencies</li> <li>• Increase participation in recycling and compost</li> <li>• Decrease contamination of recycling and compost in the trash</li> </ul>	
KPIs: Generation reduction, Landfill reduction, GHG reduction	

**40. Building Materials Reuse Center** - Investigate the feasibility of creating a Building Materials Reuse Center in the region for the sale of salvaged building materials. The building materials would be available for sale to the public and the Center would provide an outlet for resale from deconstruction.

Diversion Potential	670 tons
GHG Emissions Reduction Potential	2,840 MTCO <sub>2</sub> e
Staff Levels	0.05 FTE one time
Additional Metrics for Success: Local resource for reused building materials	
KPIs: Landfill reduction, GHG reduction	

**41. Require Items to be Reusable, Compostable, or Recyclable** - Explore the development of an ordinance to require all products and packaging sold in Palo Alto to be reusable, compostable, or recyclable, in that order of priority.

Diversion Potential	470 tons
GHG Emissions Reduction Potential	880 MTCO <sub>2</sub> e
Staff Levels	0.05 FTE one time
Additional Metrics for Success: Council adoption of ordinance requiring reusable, compostable or recyclable products	
KPIs: Landfill reduction, GHG reduction	

**42. Market Development** (local, regional, state, national) - Explore more active promotion of local businesses that repair, refurbish, market, and sell used, recycled content or compost products (through on-line resource guides, outreach and advertising); and local flea market.



Since 2016, 25% of the City's whole house demolition projects have been deconstructed instead of demolished.



Consider expanding promotion of garage sales for sale of reusable items and swaps for household goods (e.g., clothing, toys).

Diversion Potential	290 tons
GHG Emissions Reduction Potential	470 MTCO2e
Staff Levels	0.02 FTE ongoing
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>Promotion and visibility of repair and reuse organizations within the region</li> <li>Increased use of recycled content and compost products.</li> </ul>	
KPIs: Landfill reduction, GHG reduction	

**43. Recycling, Reuse & Repair Directory** - Explore adding reuse and repair locations to RecycleWhere and/or developing a supplemental web-based directory specific to reuse and repair. This new directory could also include Zero Waste vendors and caterers.

Diversion Potential	290 tons
GHG Emissions Reduction Potential	470 MTCO2e
Staff Levels	0.02 FTE one time
Additional Metrics for Success: Comprehensive resource about how to recycle, reuse or repair anything in Palo Alto	
KPIs: Generation reduction, Landfill reduction, GHG reduction	

**44. Zero Waste Research Initiative** - Work collaboratively with industry, government and educational institutions to find new solutions for items that are hard to reuse, recycle or compost in Palo Alto, connecting with the latest developments, innovation and innovative funding (including venture capital). Work with Stanford University on research, development, and policies to support innovations.

Diversion Potential	290 tons
GHG Emissions Reduction Potential	470 MTCO2e
Staff Levels	0.04 FTE one time
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>Engagement with regional partners</li> <li>Adoption by local educational institutions</li> </ul>	
KPIs: Generation reduction, Landfill reduction, Toxics reduction, GHG reduction	

**45. Reuse Exchange** - Explore and develop a program that encourages businesses to institutionalize internal reuse – reuse closets for office supplies or tools, surplus sales to other businesses, remnants, surplus goods and equipment, donating goods to non-profits and, finally, giving items away.

Diversion Potential	230 tons
GHG Emissions Reduction Potential	940 MTCO2e
Staff Levels	0.04 FTE ongoing
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>Adoption of practice by local businesses and institutions</li> <li>Transition to sharing economy</li> </ul>	
KPIs: Generation reduction, Landfill reduction, GHG reduction	



## ZERO WASTE PLAN

**46. Promote Zero Waste Credits in CalGreen Building Code** (reuse, recycling, composting, and recycled products) - Participate in Green Building Advisory Group. Provide information on Palo Alto Zero Waste policies and programs for construction and demolition and advocate for statewide requirements that support Zero Waste in CalGreen Building Code.

Diversion Potential	190 tons
GHG Emissions Reduction Potential	490 MTCO <sub>2</sub> e
Staff Levels	0.02 FTE one time
Additional Metrics for Success: Universal adoption of Zero Waste programs in construction and deconstruction	
KPIs: Landfill reduction, GHG reduction	

**47. Businesses Recognition** - Assess city and non-city recognition and certification programs active in Palo Alto (e.g., certified Green business, certified Zero Waste facilities, Business Environmental Network). Explore ways to bolster programs. Hold opportunities and challenges meet-ups with representatives. Develop on-going cooperation agreements. Work with Chamber of Commerce and Palo Alto Downtown Business and Professional Association, regarding (re)integrating green priorities and projects into each group's mission and vision as per the Economic Development Policy. Engage with large janitorial contractors to support "back of house" recognition. Develop draft multi-year Green Business Recognition Strategy. Hold quarterly meet-ups for businesses interested in going green including all interested parties.

Diversion Potential	30 tons
GHG Emissions Reduction Potential	60 MTCO <sub>2</sub> e
Staff Levels	0.04 FTE ongoing
Additional Metrics for Success:	
<ul style="list-style-type: none"> <li>• Increase exposure of Zero Waste businesses</li> <li>• Promotion of Zero Waste culture</li> </ul>	
KPIs: Generation reduction, Landfill reduction, GHG reduction	

**48. Palo Alto Businesses Product & Packaging Redesign** - Launch/participate in a regional initiative to encourage businesses to use reusable, recycled content and eco-friendly materials in the design and redesign of new and existing products and packaging; collaborate with local economic development staff to provide assistance and incentives. Support the San Jose Recycled Market Development Zone and encourage Palo Alto businesses to buy recycled content products from them.

Diversion Potential	30 tons
GHG Emissions Reduction Potential	60 MTCO <sub>2</sub> e
Staff Levels	0.1 FTE one time
Additional Metrics for Success: Local leadership in product and packaging redesign	
KPIs: Generation reduction, Landfill reduction, GHG reduction	



# COSTS AND KEY PERFORMANCE INDICATORS

Zero Waste Initiatives	Projected Diversion	Projected GHG Reduction	Estimated Costs		KPIs			
	(Tons)	(MTCO2e)	FTE	\$	GR	LR	TR	GHG
Short-Term (2018-2019)								
1. Require Deconstruction and Source Separation of Construction Debris	3,330	8,580	0.2 <sup>1</sup>	\$480K		.		.
2. Direct Mixed Construction Debris to High Diversion Construction Debris Recycling Facilities	2,320	7,850	0.2 <sup>1</sup>	\$30K <sup>1</sup>		.		.
3. Mandatory Ordinance Enforcement for Commercial	2,070	4,400	0.75	\$60K		.		.
4. Construction Debris Recycling Technical Assistance	1,900	4,890	0.02 <sup>1</sup>	\$300K <sup>1</sup> \$60K		.		.
5. Statewide Packaging and Product Design	790	1,500	0.02	\$10K	.			.
6. Collect Additional Items for Landfill Diversion	620	570	0.02 <sup>1</sup>	TBD		.		.
7. Plastics Conversion	590	950	0.02 <sup>1</sup>	—		.		.
8. Textile Collection for Reuse & Recycling	460	3,330	0.2 <sup>1</sup>	TBD		.		.
9. Waste Reduction for Diapers	450	390	0.02 <sup>1</sup>	\$20K <sup>1</sup>	.	.		.
10. Increase Collection of Reusable Items in the Clean Up Day Program	390	1,730	0.02 <sup>1</sup>	\$187K		.		.
11. Outreach and Technical Assistance for Self-Haul	380	980	0.02 <sup>1</sup>	\$90K <sup>1</sup>		.		.
12. Residential Food Waste Reduction	310	270	0.02 <sup>1</sup>	\$20K <sup>1</sup>	.	.		.
13. Foodware Packaging Reduction Plan	290	470	0.1 <sup>1</sup>	—	.	.		.
14. Add a Waste Generation Metric and Goal to the Current Landfill Diversion Goals	290	470	0.02 <sup>1</sup>	\$10K <sup>1</sup>	.			.
15. Wood to Biochar	240	470	0.02 <sup>1</sup>	TBD		.		.
16. Color Tinted Clear Bags	230	430	0.02 <sup>1</sup>	—		.		.
17. Commercial Food Donations	160	140	0.02	—		.		.
18. Encourage Residential Application of Compost	30	30	0.02 <sup>1</sup>	\$10K		.		.
19. Sustainable Repair Café Function	150	770	0.02	—	.	.		.
20. Improve Recycling Collection and Processing	380	770	0.02 <sup>1</sup>	\$371K		.		.
<b>Subtotal</b>	<b>15,380</b>	<b>38,990</b>	<b>1.75</b>	<b>\$1.65M</b>				

<sup>1</sup>One time staff support or one time costs



# ZERO WASTE PLAN

Zero Waste Initiatives	Projected Diversion	Projected GHG Reduction	Estimated Costs FTE = Full Time Equivalent \$ = Hauler/Contractor/Consultant Support		KPIs GR = Generation Reduction LR = Landfill Reduction TR = Toxics Reduction GHG = GHG Reduction			
	(Tons)	(MTCO2e)	FTE	\$	GR	LR	TR	GHG
Medium-Term (2020-2026)								
21. Improve Municipal Solid Waste (MSW), Recyclable Materials, and Compostable Materials Processing	2,820	5,240	0.1 <sup>1</sup>	\$ <sup>2</sup>		.		.
22. Mandatory Ordinance Enforcement for Residential	1,380	2,320	0.2			.		.
23. Commercial Waste Prevention Technical Assistance	890	1,890	0.02		.	.		.
24. Business Outreach	890	1,890	0.02		.	.	.	.
25. Plastic Recovery Facility	590	950	0.02 <sup>1</sup>			.		.
26. Foodware Packaging	420	780	0.1 <sup>1</sup>		.	.		.
27. Commercial Food Waste Prevention	420	370	0.05		.	.		.
28. Improve Green Purchasing	380	1,300	0.04 <sup>1</sup>	\$120K	.	.	.	.
29. Issue Waste Reduction Grants	290	470	0.02	\$10K	.	.	.	.
30. Incentives for Reuse, Rental, Repair Industry	290	470	0.02 <sup>1</sup>		.	.		.
31. Bans or Fees	260	300	0.02 <sup>1</sup>		.	.		.
32. Residential Food Donations	200	180	0.02 <sup>1</sup>			.		.
33. Retailer Take-Backs	190	320	0.02 <sup>1</sup>			.		.
34. No Green or Brown Colored Non-Compostable Produce Bags	120	110	0.02 <sup>1</sup>			.		.
35. Residential Outreach to Encourage Zero Waste Lifestyle	80	110	0.02			.	.	.
36. Free Collection of Small Quantities of Construction Debris from Residents	20	0	0.02 <sup>1</sup>			.		.
37. Promote Access to Goods Over Ownership	10	80	0.02 <sup>1</sup>		.			.
38. Reusable Filling Stations at Stores and Zero Waste Supermarkets	10	10	0.02 <sup>1</sup>		.	.		.
Subtotal	9,260	16,790	0.75	\$130K				

<sup>1</sup>One time staff support or one time costs

<sup>2</sup>Most medium- and long-term costs are to be determined



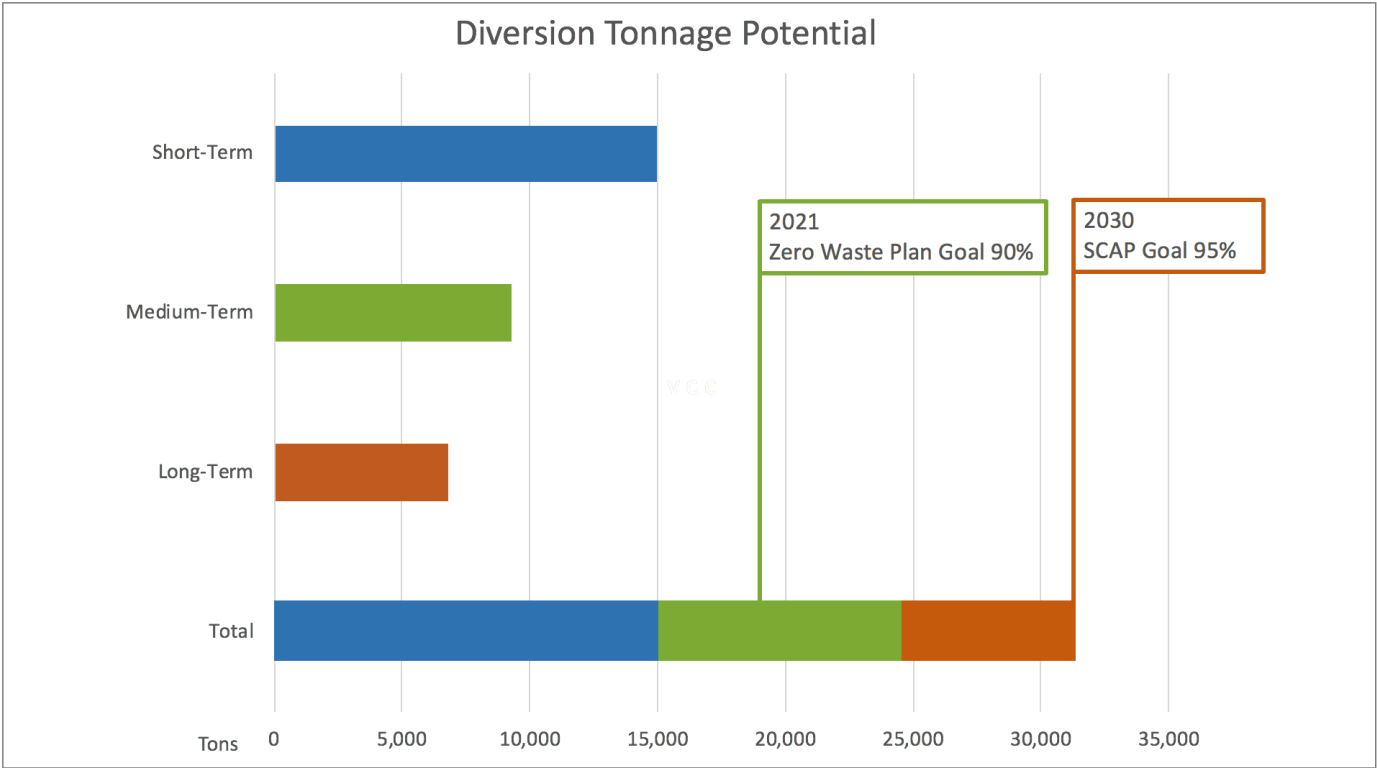
Zero Waste Initiatives	Projected Diversion	Projected GHG Reduction	Estimated Costs		KPIs			
	(Tons)	(MTCO2e)	FTE = Full Time Equivalent \$ = Hauler/Contractor/Consultant Support	\$	GR	LR	TR	GHG
Long-Term (2027-2030)								
39. Every Other Week Garbage Collection	4,310	6,980	0.1 <sup>1</sup>	\$ <sup>2</sup>	.	.		.
40. Building Materials Reuse Center	670	2,840	0.05 <sup>1</sup>			.		.
41. Require Items to be Reusable, Compostable, or Recyclable	470	880	0.05 <sup>1</sup>			.		.
42. Market Development	290	470	0.02			.		.
43. Recycling, Reuse & Repair Directory	290	470	0.02 <sup>1</sup>		.	.		.
44. Zero Waste Research Initiative	290	470	0.04 <sup>1</sup>		.	.	.	.
45. Reuse Exchange	230	940	0.04		.	.		.
46. Promote Zero Waste Credits in CalGreen Building Code	190	490	0.02 <sup>1</sup>			.		.
47. Businesses Recognition	30	60	0.04		.	.		.
48. Palo Alto Businesses Product & Packaging Redesign	30	60	0.1 <sup>1</sup>		.	.		.
Subtotal	6,800	13,660	0.48					
Total	31,440	69,440	2.98	\$1.78M				

<sup>1</sup>One time staff support or one time costs

<sup>2</sup>Most medium- and long-term costs are to be determined

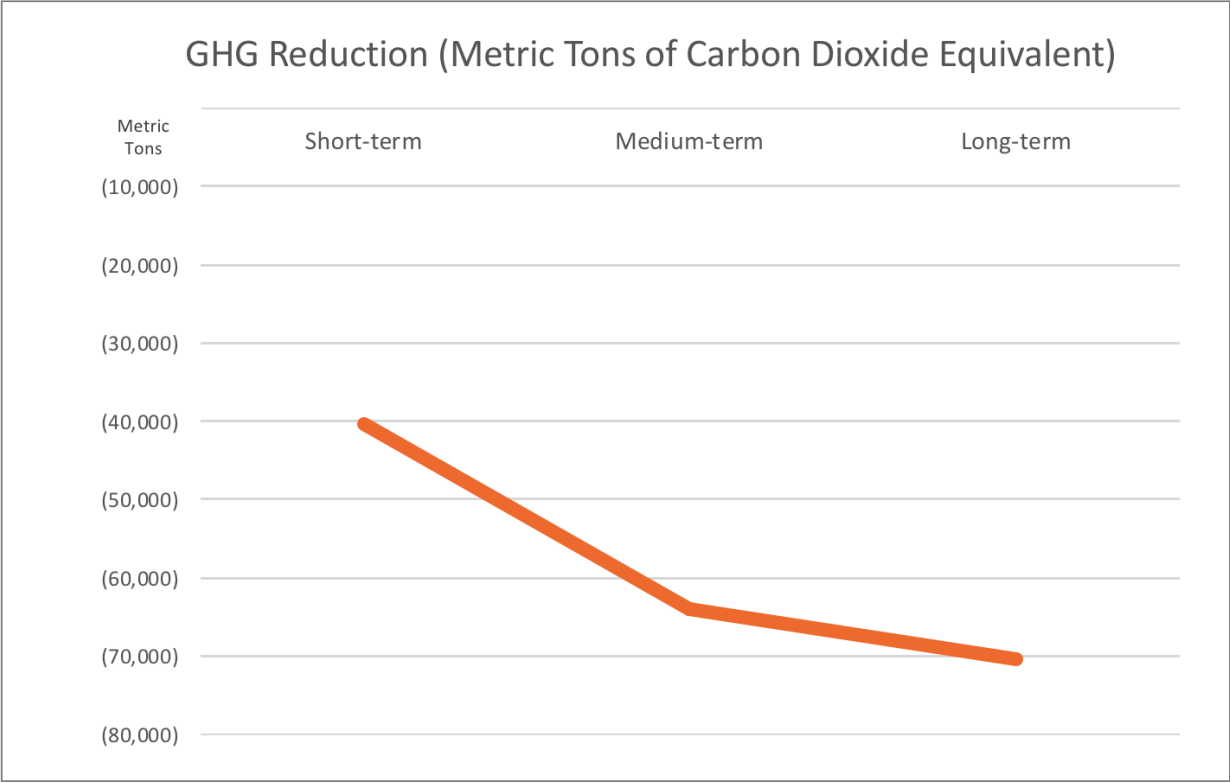
# DIVERSION ESTIMATES AND GREENHOUSE GAS EMISSIONS REDUCTION POTENTIAL

Implementing the Zero Waste initiatives identified in this plan update will help the City achieve its 95% goal. Using conservative estimates for capture rates by material type, the short-, medium-, and long-term Zero Waste initiatives would result in an additional 31,000 tons per year diverted from landfill. The assumptions and calculations are included in Attachment 3.





Waste prevention, recycling and composting activities also reduce greenhouse gas emissions. Using the U.S. EPA Waste Reduction Model (WARM), the Zero Waste initiatives to be undertaken in the short-, medium- and long-term are estimated to reduce greenhouse gas emissions by approximately 69,000 metric tons of carbon dioxide equivalent. The calculations and projections using WARM are included in Attachment 3. This will contribute to the City’s greenhouse gas emissions reduction goal of 80% below 1990 levels by 2030.



# ATTACHMENT 1

## CURRENT POLICIES AND PROGRAMS

### Policies

- Rate Structure Incentive (pay as you throw)
- Service Provider Incentives and Requirements
- Environmentally Preferred Purchasing Policy
- Product policies (e.g., polystyrene and plastic bag bans)
- Construction and Demolition Recycling Requirements
- Zero Waste Requirements for Special Events
- Recycling and Composting Ordinance (recycling and composting are required)
- Zero Waste goal
- Zero Waste included in Climate Action Plan

### Programs

- Universal Recycle and Compost Collection
- Anaerobic Digestion of Compostable Material
- Municipal Solid Waste Processing after source separation
- Mixed Construction and Demolition Processing
- Commercial Technical Assistance
- Zero Waste Block Leaders and Champions
- Support for Repair Café and Share Faires
- Home Composting workshops and free compost bins as incentive
- Outreach and Education
  - What Goes Where annual outreach
  - New resident/customer welcome information
  - General program outreach – workshops, shred events, Repair Café dates, etc.
  - Food waste reduction annual outreach
  - Give an experience annual outreach – holiday waste reduction
  - Monthly Zero Waste tip
  - Zero Waste eNewsletter
  - Community Based Social Marketing efforts



Most of the Zero Waste Block Leaders host “party packs” (reusable plates, cups, napkins, and cutlery) that neighbors can borrow to reduce waste from parties and picnics.

## ATTACHMENT 2

### WORKSHOP AND SURVEY RESULTS

Poster versions of the following matrix were presented at the workshops on January 25<sup>th</sup> and 27<sup>th</sup>. Participants in the workshops used “dot voting” to indicate their preferred policies and programs. The votes are indicated on the matrix using orange dots for the January 25<sup>th</sup> workshop and blue dots for the January 27<sup>th</sup> workshop.

Comments from the workshop participants were added to the matrix and are highlighted in different colors: January 25<sup>th</sup> workshop in orange, January 27<sup>th</sup> in blue.

The City also conducted an online survey using Survey Monkey. General comments from the survey were documented and matched up with the initiatives and included in the matrix. Comments from the survey respondents are highlighted in green.

Notes in the matrix indicate whether each comment was incorporated into the initiative descriptions or otherwise addressed. The initiatives were updated and renumbered for presentation in the plan based on whether they were recommended for implementation in the short-, medium-, or long-term. Some of the initiatives presented at the workshop were combined or renamed and the descriptions were updated for inclusion in the plan.



Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
<b>Community-Wide Policies</b>					
Any way to incorporate diversity into Zero Waste?		Comment noted and is listed as a possible future project as part of this initiative.			
Integrate sustainability priorities into all City projects		Comment noted and is listed as a possible future project as part of this initiative.			
Lead by example		Comment noted and included 3.CW8. Improve green purchasing.			
19.CW1. Bans or Fees	Ban or limit sales of toxic or hard to recover products and product packaging by ordinance. Ban additional uses of expanded polystyrene foam (EPS). Adopt point-of-sale fees for products that are toxic, hard to reuse, recycle or compost and/or certain disposable items to incentivize customer reuse. Explore with express delivery services how to reduce packaging, takeback packaging and use reusables more.	Flexible plastic pouches, Mylar packaging, cold packs, composite film plastic, hard-to-recycle products (e.g. disposable diapers) and packaging (e.g. EPS blocks).	Staff time	<div> <div></div> <div></div> </div>	<p>Short – research which products and packaging to target</p> <p>Medium – adopt Ordinances after develop Plan for each ban.</p>
Work with Amazon and other mail delivery vendors to reduce packaging waste (try reusables)					Comment noted and is listed as a possible future project as part of this initiative.
How to address Mylar packaging?		Comment noted and product is on our list of items to possibly address.			
Ban additional Styrofoam products		Short term– research additional Styrofoam products			
Need additional motivation to further reduce and reuse		Included in #19			
Support fees on disposable hot and cold beverage cups at local shops, on straws and disposable utensils, and on disposable takeout containers		Included in #19			
Support reusable, compostable or recyclable packaging alternatives including through consumer pressure		Included #19			
Support bans to reduce wasting		Included in #19			
Increase disposal fees		Included in #19			
36.CW2. Require items to be reusable, recyclable or compostable	Require all products and packaging sold in Palo Alto be reusable, recyclable or compostable by ordinance.	Non-reusable, non-recyclable, non-compostable products and packaging	Staff time	<div> <div></div> <div></div> </div>	Long

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
20.CW3. Reusables for takeout beverages and packaging; not single-use packaging	Require reusables for takeout beverages and packaging in foodware ordinance. Only allow single-use items (e.g. cutlery, straws, sauce packets) to be provided “on request.” Enforce “front of house” sorting at restaurants and businesses.	Foodware packaging, including paper and plastic	Staff time		Medium
All disposables (cutlery, straws, sauce packets) provided “on request” (still need to allow compostables)		Comment noted and will be considered for incorporate into #20 as part of the broader requirement			
Require “front of house” sorting at restaurants and businesses and provide customized posters		Already required in Palo Alto			
Require reusable coffee cups – like in London		Included in #20			
Support incentive policies and programs encouraging reusables over disposables		Included in #20			
1.CW4. Color tinted clear bags	Require all residents and businesses who use bags to use color-tinted clear plastic bags (blue tint for recycle, green tint for compost, clear for garbage) to consolidate materials by ordinance for better monitoring of materials.	Recyclable and compostable materials	Staff time	•	Short
Require customers to bag garbage and compostables		Not recommended to include in plan			
21.CW5. No green or brown colored non-compostable produce bags	Ban the sale or distribution of green or brown-tinted empty produce bags that are not compostable by ordinance. Clear bags and produce bagged outside of City (e.g., potatoes packed in brown bags to reduce oxidation) would be permissible.	Film plastic, plus organics	Staff time		Medium
Give free compostable bags to community		Not recommended			
Require compostable produce bags		Not recommended			
Should not apply to produce bagged outside of city (e.g., potatoes packed in brown bags to reduce oxidation)		Included in #21			
2.CW6. Statewide packaging and product design	Advocate for statewide packaging policies including membership in statewide organizations (California Product Stewardship Council, Californians Against Waste) and submitting testimony to legislative and regulatory proceedings.	Hard-to-recycle products and packaging	Staff time + memberships \$10k max	●●●●●●●● ●●●●	Short



Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
Reduce packaging		Included in #2			
22.CW7. Retailer take-backs (voluntary, mandatory)	Ask retailers to takeback products and packaging that they sell to improve convenience for consumers or to collect materials that are not acceptable in the curbside recycling program (e.g., batteries, pharmaceuticals, compact fluorescent bulbs). Research which items retailers should be required to takeback by ordinance. Coordinate with neighboring cities to adopt ordinances at same time, and/or to take effect once all neighboring cities adopt.	Universal waste, non-recyclable products and packaging	Staff time	●● ●	Short – Ask retailers to takeback targeted products and/or packaging that they sell.  Medium – Require retailers to takeback targeted products and/or packaging that they sell.
Don't hurt local businesses. People will go to other cities to buy.		Comment noted			
3.CW8. Improve green purchasing	Finalize Environmentally Preferred Purchasing Policy update and train all City staff regarding that Policy. Develop standard operating procedures and education campaign and include in employee performance review targets.	Reusable materials, recycled-content, recyclable and compostable products, and compost products	Staff time	●● ●	Short
9. Product & packaging fees	<del>Adopt point-of-sale fees for products that are toxic, hard to reuse, recycle or compost and/or certain disposable items to incentivize customer reuse.</del>	<del>Hard-to-recycle and recyclable and compostable products and packaging examples?</del> <del>Packaging such as Styrofoam blocks</del>	Staff time		Include in 1
4.CW9. Change from a diversion goal to a generation goal	Research additional metrics that focus first on eliminating and reducing consumption and wasteful practices, then reusing products and packaging, and then recycle or compost remaining discarded materials. Include metrics that address climate/carbon impacts and footprints.	All	Staff time + consultant assistance \$10k max	●●●●●●●● ● ●●●●	Short
Climate/carbon metric/footprint Metric valuing reduce, reuse over disposal		Include in #4			
Time urgency: due to climate change, we need to do more/faster		Made #4 a short-term item			

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
<b>Community-Wide Programs</b>					
23.CW10. Issue waste reduction grants	Research the feasibility of providing grants to non-governmental organizations (NGOs), schools, businesses and/or individuals to assist the community to implement innovative reduction, reuse, recycling and composting programs and to help foster the culture change needed to achieve Zero Waste. NGOs outside of the city that provide services within the city should be eligible for grants (e.g., gleaners).	All	Staff time	● ●●	Medium
NGOs outside of the city that provide services within the city should be eligible for grants (e.g., gleaners)		Will include in #23			
24.CW11. Incentives for reuse, rental, repair industry	Work with Chamber of Commerce to develop and promote repair businesses. Offer more repair cafes. Research the feasibility of providing incentives for reuse and repair through contract incentives, material exchanges, wood reuse, and direct assistance.	Reusable materials	Staff time	● ●●	Medium
Develop and promote repair businesses (work with chamber)		Include in #24			
More repair cafes (we are swamped)		Include in #24			
37.CW12. Market Development (local, regional, state, national)	Research and promote network of local businesses that repair, refurbish, market, and sell used, recycled content or compost products (through on-line resource guides, outreach and advertising). Promote local flea markets and garage sales for sale of reusable items and swaps for household goods (e.g., clothing, toys).	Used, recycled-content and compost products		●	Long
38.CW13. Recycling, reuse & repair directory	Research adding reuse and repair locations to RecycleWhere and/or to develop a supplemental web-based directory specific to reuse and repair. This new directory could also include Zero Waste vendors and caterers.	Reusable and repairable materials	Staff time	● ●	Long
Provide on-line resource library for Zero Waste vendors, caterers		Linked to #38. Will research at the same time.			

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
39.CW14. Zero Waste Research Initiative	Work collaboratively with industry, government and educational institutions to find new solutions for items that are hard to reuse, recycle or compost in Palo Alto, connecting with the latest developments, innovation and innovative funding (including venture capital). Work with Stanford University on research, development, and policies to support innovations. This is not necessarily a facility, business or organization.	Particularly focus on hard to recycle materials (such as diapers, dirty film plastics, Mylar and composites), toxic items, medical wastes, value-added products, building products, transportation products and products that could be used by Parks & Recreation			Long
Work with Stanford on 1) research and 2) development and then 3) develop policies		Included in #39			
Want way to recycle or donate non-recyclable and non-compostable packaging, (including Single-service, Styrofoam, Mylar and Aseptics), textiles, shoes wood, pet waste, diapers, repairables, composites, and pressure treated wood		Included in #39			
25.CW15. Apply compost to public lands/parks	Identify areas on public lands and parks where compost could be applied to sequester carbon to assist in combating climate change.	Compostable materials, including food scraps and plant debris			Medium
26.CW16. Promote access to goods over ownership	Research how to promote services that provide short-term rentals of reusable goods such as tools, sports equipment, party equipment (tables, chairs, serving utensils), as well as sharing websites. Explore a membership-based program that promotes community resource sharing while leveraging communal purchasing power (e.g., a Tool Library delivers affordable tool-lending services to individuals, businesses, and civic or community organizations).	Reusable materials			Medium
Cultural Problem – Problem of affluence		Comment noted			
This is an interdisciplinary problem – may need to talk to psychologists to figure out how to get people to reduce waste. Or business development to figure out incentives.		Comment noted			
Need help to do culture change		Comment noted			
Require Zero Waste events for any event requiring a permit (corporate picnics, etc.)		Currently require			

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
Palo Alto permitted events require compliance with a sustainability checklist (see Stanford event policy)		Comment noted, will check Stanford's list			
Want lending libraries for Tools, Appliances, and Toys		Included in #26			
Improve education materials, website and RecycleWhere tool		Included in #26			
27.CW17. Reusable filling stations (bulk bins) at stores and ZW supermarkets	Research the promotion of purchasing items in bulk bins and bulk packages at local stores. Promote the expansion of bulk bin sales at local stores. Promote local and online resources for Zero Waste lifestyles and Zero packaging. Promote Zero Waste supermarkets.	Packaging, including film, containers and bottles	Staff time	•	Medium
Zero Waste supermarket – everything sold in bulk		Include in #27			
Need more bulk filling stations at stores (bring your own container and fill with the item you want to purchase – grains, flour, nuts, herbs, shampoo, soap, etc.)		Included in #27			
5.CW18. Textile collection for reuse & recycling	Research ways for residents and businesses to divert textiles for reuse and recycling. Investigate feasibility of adding bagged or boxed textiles to the collection program. Map regional opportunities.	Textiles and leather	Staff time + Service Provider Proposal		Short
Support textiles collection (71% of respondents)		Included in #5			
Oppose textiles collection (33% of respondents) – don't want another bin, don't want increased costs, only have them infrequently.		Comments noted and will be considered in future program design.			
Want adult and children's clothing and shoe exchange		Comment noted and will be considered in future program design			
6.CW19. Collect additional items (e.g., aseptic, pet waste)	Research and identify strategies to divert hard to recycle or compost items.	Aseptic Packaging, Sanitary Products, Diapers and Animal Feces and Litter	Staff time + Service Provider Proposal		Short
Support pet waste and/or diapers, and aseptics collection program (71%)		Included in #6			
Oppose pet waste and/or diapers collection program (33% of respondents) – don't want another bin, don't want increased costs, don't have these items.		Comments noted and will be considered in future program design.			

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
Community-Wide Facilities					
7.CW20. Plastics Conversion	Develop pilots to convert non-recyclable plastics to useful chemicals or products.	Non-recyclable plastics, including film, composites and Mylar	Staff time		Short
8.CW21. Wood to biochar	Research feasibility to produce biochar to apply on public lands within the City using local tree trimmings.	Wood, including engineered wood	Staff time		Short
28.CW22. Plastic Recovery Facility (PRF)	Participate in the development of a regional PRF with recycling service providers, business generators, and other communities throughout the Bay Area.	Hard-to-recycle plastics, including film packaging and rigid plastic products	Staff time	<div><div></div><div></div></div>	Medium
Explore new facilities regionally		Comment noted			
Collect all plastic and let the professionals sort		Comment noted			
29.CW23. Improve MSW processing after source separation to increase diversion	Use RFP process to pursue more effective material recovery facilities when SMaRT agreement ends in 2021. At a minimum, ensure that residues after processing are further composted or digested to minimize landfilling.	Recyclable and compostable materials remaining in the trash	Staff time	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	Medium
Reinstate Recycle Center		Not recommended			
Regional Repair Café Building		Not recommended			
Space for Lucille Packard Children’s Hospital Sale - a great community service		Not recommended			
Offer SMaRT-type drop off programs locally (could be located at Cubberley High School site)		Not recommended			
Provide local shredding events		Not recommended			
Add shredding event to 1 <sup>st</sup> Saturday HHW events		Not recommended			
Residential Policies					

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
30.R1. Mandatory ordinance enforcement	Don't mandate, educate first. Pilot providing posters on carts or inside lids. Research providing periodic auditing of residential collection containers and provide outreach and education to residents to ensure that they are aware of the mandatory recycling program and how to comply. Ensure that all customers are audited once per year with more outreach provided to residents who require more assistance. Direct residents to nice looking compost pails. Research options for shared containers.	Recyclable and compostable materials	Staff time	•	Short – Posters  Medium – Shared containers
Don't Mandate – educate				•	Included in #30
Direct residents to nice looking compost pails		Comment noted			
Poster on carts or inside lids – (add language: pilot this in the short term)		Included in #30			
Research options for shared containers – (add language)		Included in #30			
Residential Programs					
9.R2. Food waste prevention	Research expanding outreach and outreach programs to reduce wasting food at home and choose less wasteful packaging. Learn the barriers and benefits for Palo Alto residents so outreach addresses those and leads to measurable change.	Food	Staff time + contractor \$20k	••• ••••	Short
Encourage people to choose less wasteful packaging (don't buy onions cut in half and wrapped in plastic – cut your own onion)		Comment noted			
31.R3. Food donations (food bank soup kitchen, gleaning)	Expand Palo Alto's current residential food sharing network (gleaning, donations). Prepare outreach plan and outreach materials. Integrate with Food Waste prevention efforts.	Food	Staff time	•••• ••••	Medium
Donate end-rolls from toilet paper (custodians replace before fully empty)		Comment noted			

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
40.R4. Every other week trash collection [Move to citywide]	Offer with reduced fee if not picked up each week (or higher fee if picked up weekly). Follow Strategy SW-2.2 of the 2016 Sustainability and Climate Action Plan: "As the City moves closer to Zero Waste, more of the waste materials collected should be recoverable (recyclable or compostable), evaluate eliminating separate collection of garbage, and moving to a two- cart collection scheme. Moving toward every other week trash collection is an appropriate next step."	All recyclable and compostable materials	TBD based on Service Provider Proposal	●●●●●	Medium
Every other week collection with reduced fee if not picked up each week (or higher fee if picked up weekly)		Linked to #40			
Fees are going up. How do we reduce waste and costs?		Comment noted			
10R5. Collect reusables ahead of cleanup trucks [Move to citywide]	Research the addition of reusables to the by-appointment Clean Up Days for both resident and businesses and allow non-profits to take turns collecting those goods the day before the GreenWaste collection trucks arrive. Update website and promotional materials and promote via media releases and across social media channels.	Reusable materials	Staff time + TBD based on Service Provider Proposal	●●●●●●●●●●	Short
11.R6. Incentives for reusable and/or compostable diapers Waste reduction for diapers [Move to citywide]	Research incentives and requirements for reusable and/or compostable diapers.	Diapers	Staff time + consultant time \$20,000 per year	●●●●●●●●●●	Short
Social norming – just try it!		Comment notes			
The green bin gets pretty nasty when you share with other residents – how about periodic cleaning by collector?		Cart and bin cleaning is offered as a service by GreenWaste. Free service not recommended due to costs.			
Mandate only small garbage cart (e.g., 16 or 20 gallons)		Not recommended			
Special programs to assist multifamily				●	Comment noted
Enforcement and outreach for multifamily		Included in #11			

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
Require drivers to get out of the collection truck to pick up batteries		Doing this now			
Support reusable diaper service program subsidy		Included in #11			
Commercial Programs					
12.C1. Mandatory ordinance enforcement	Expand and improve outreach and enforcement of sorting requirements for commercial customers (including multifamily customers).	Recyclable and compostable materials	Staff time + ½ GW EOC - \$59,500	<div><div></div><div></div></div>	Short
32.C2. Food waste prevention	Research and expand outreach to grocery stores, restaurants, school cafeterias and other food generators on opportunities and practices to prevent food waste. Work with local business and regional industry associations to hold Waste Less Food panels. Incentivize food waste reduction tools such as Lean Path, etc.	Food	Staff time	<div><div></div><div></div></div>	Medium
18.C3. Food donations (food bank soup kitchen, gleaning)	Building on the 2015 <a href="#">Food Rescue Services, Barriers, and Recommendations in Santa Clara County</a> , continue participation in County’s Silicon Valley Food Rescue working group to create a sustainable food rescue system in Santa Clara County, where all surplus edible food goes to food insecure people. Consider policies and programs applicable in Palo Alto according to the findings from the county working group. Integrate with food waste prevention efforts.	Food	Staff time	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	Short
34. Less than every week trash/residual collection [Moved to citywide]	Strategy SW-2.2 of the 2016 Sustainability and Climate Action Plan states: As the City moves closer to Zero Waste, more of the waste materials collected should be recoverable (recyclable or compostable), evaluate eliminating separate collection of garbage, and moving to a two- cart collection scheme. Moving toward every other week trash collection is an appropriate step in that direction.	All	TBD – Service Provider Proposal	<div><div></div><div></div><div></div><div></div></div>	Medium  Combine this with the residential one.



Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
33.C4. Waste Prevention Technical Assistance	Expand commercial technical assistance program (including ReThink Disposable) to include waste prevention and reuse. Provide tools to identify and redesign wasteful practices, products and packaging, <b>incentive policies and programs encouraging reusables over disposables</b> , how to recycle and compost, how to right-size collection, <b>reusable shipping containers and packaging requirements/program</b> , <b>digital delivery of all official communications</b> , identify where materials go, make business case for Zero Waste, and purchase more environmentally preferred products. Conduct focus group on how to make recycling more intuitive.	All	Staff time	●●● ●	Medium
Focus group on how to make recycling more intuitive					Comment noted
Technical assistance to document diversion & cost savings					Included in #33
Technical assistance to make the business case for Zero Waste					Included in #33
Easy to find list of what goes where – app or better website					Comment noted
Support Reusable shipping packaging requirements/program					Included in #33
Promote reusable shipping containers.					Included in #33
Digital delivery					Included in #33
34.C5. Business outreach (presentations, door-to-door outreach, Zero Waste Champions)	Expand outreach and technical assistance to industrial, commercial and institutional generators addressing recycling and/or composting logistics and increasing employee participation.	All	Staff time	●●	Medium
41.C6. Reuse exchange	Research and develop a clever and convenient program that encourages and rewards businesses for institutionalizing internal reuse – reuse closets for office supplies or tools, surplus sales to other businesses, remnants, surplus goods and equipment, donating goods to non-profits, and, finally, giving items away.	Reusable materials	Staff time	●● ●	Long
Want business reuse exchange					Included in #41

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
38. Reuse collection [Moved to citywide]	Add reusables to the by-appointment Clean Up Days and allow non-profits to take turns collecting those goods the day before the GreenWaste collection trucks arrive. Update website and promotional materials and promote via media releases and across social media channels.	Reusable materials	TBD – Service Provider Proposal	●●●●●●	Short  Combine with the residential initiative
42.C7. <del>Help Businesses apply for recognition (certified Green business, certified Zero Waste facilities, Business Environmental Network)</del> Business recognition	Assess city and non-city recognition and certification programs active in Palo Alto. Hold opportunities and challenges meet-ups with representatives. Develop on-going cooperation agreements. Work with Chamber of Commerce and Palo Alto Downtown (PAD), regarding (re)integrating green priorities and projects into each group’s mission and vision as per the Economic Development Policy. Engage with large janitorial contractors to support “back of house” recognition. Develop draft multi-year Green Business Recognition Strategy. Hold quarterly meet-ups for businesses interested in going green including all interested parties.	All	Staff time	●●● ●	Long
Janitorial or “back of house” recognition		Included in #42			
Engagement with large janitorial contractors (JLL, ISS)		Included in #42			
43.C8. Palo Alto businesses products and packaging redesign	Launch/participate in a regional initiative to encourage businesses to use reusable, recycled content and eco-friendly materials in the design and redesign of new and existing products and packaging; collaborate with local economic development staff to provide assistance and incentives. Support the San Jose Recycled Market Development Zone (RMDZ) and encourage Palo Alto businesses to buy recycled content products from them.	Products and packaging	Staff time	●●●	Long

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
41. Incentives/subsidies for reusable diapers [Moved to citywide]	Provide incentives/subsidies to day care centers, hospitals and nursing homes for transitioning to reusable diapers. Phil asked to incorporate all diaper items into one initiative	Diapers	Scalable \$10,000 per year	●●●●● ●●●●	Short  Combine with the residential initiative
<b>Self-Haul Programs</b>					
13.SH1. Outreach and technical assistance	Research outreach and technical assistance to self-haulers, including householders and business owners with service exemptions and service providers that self-haul materials generated within Palo Alto. Address requirements, how-to guides (e.g. how to sort recycle, compost and garbage properly).	Municipal solid waste, construction debris, reusable and recyclable materials from periodic cleanouts and construction	Staff time, outreach materials \$5,000 per year	●●●●●	Short
<b>C&amp;D Policies</b>					
14.CD1. Require deconstruction and source separation of selected materials	Require deconstruction and source separation for all construction and demolition projects by ordinance. Demolishing entire buildings would no longer be allowed. Require source-separation at construction and demolition sites for easily recyclable materials. Research incentives to encourage remodeling and adaptive reuse of buildings, including easier permitting and financial incentives.	Reusable building materials, including lumber, fixtures, furniture and appliances, sheetrock, carpet, asphalt composition shingles, ceiling tile, wood, metal, concrete, asphalt, brick, and stucco.	Staff time	●●●●●●●● ●●●●●●●	Short
Support ordinance (87% of respondents)		Included in #14			
Oppose ordinance (19% of respondents) – too costly, can hurt small businesses, create an incentive instead of a fine, already too many regulations for building in Palo Alto		Comments noted			
Adaptive Reuse of Buildings				●●●●●	Included in # 14
Expand requirements for demo permits				●	Not recommended
Create incentives for contractors and property owners having to spend extra time and costs		Comment noted			
Require deconstruction and source separation for all projects		Included in #14			

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
15.CD2. Direct mixed C&D materials to high diversion C&D recycling facilities	Require that all mixed C&D materials be delivered to a certified high diversion facility by ordinance	Building materials and C&D debris, including wood, gypsum, paper, plastic, glass, carpet, and roofing materials	Staff time	●● ●●	Short
16.CD3. Publicly notice pending demolition to facilitate deconstruction and salvage in commercial buildings	Require that any business demolishing a structure within the City publicly advertise the hours and dates that materials will be available for salvage, provide a survey of potentially salvageable materials, and make such materials available for at least 10 days.	Reusable building materials, including lumber, fixtures, furniture, and appliances	Staff time	●●●●	Short
46. Required source-separation [Combined with 14]	Require source-separation at construction and demolition sites for easily recyclable materials by ordinance.	Sheetrock, carpet, asphalt composition shingles, ceiling tile, wood, metal, concrete, asphalt, brick, stucco	Staff time	●● ●	Short
Decrease permit time as an incentive		Comment noted			
Create incentives for property owners		Comment noted			
C&D Programs					
44.CD4. Promote Zero Waste credits in CalGreen Building Code (reuse, recycling, composting, and recycled products)	Participate in Green Building Advisory Group. Provide information on Palo Alto Zero Waste policies and programs for construction and demolition and advocate for statewide requirements that support Zero Waste in CalGreen Building Code.	Recyclable building materials, including sheetrock, carpet, asphalt composition shingles, ceiling tile, wood, metal, concrete, asphalt, brick, stucco and reusable building materials, including lumber, fixtures, and appliances	Staff time	●	Long
35.CD5. Free collection of small quantities of C&D from residents.	Research providing a reuse and recycling opportunity for small quantities of building materials that are generated through home improvement projects. Investigate feasibility to collect small amounts of mixed C&D in a special container.	Recyclable building materials, including sheetrock, carpet, asphalt composition shingles, ceiling tile, wood, metal, concrete, asphalt, brick, stucco and reusable building materials, including lumber, fixtures, and appliances		●●●● ●	Medium

Initiative	Description	Targeted Materials	Cost	Dot Voting	Term
17.CD6. Technical assistance	Provide technical assistance to contractors and permittees by publishing information about the City’s ordinance requirements and providing referrals to local reuse, recycling and deconstruction service providers	Building materials and C&D debris, including wood, gypsum, paper, plastic, glass, carpet, and roofing materials	Staff time + \$5-10K + ½ GW EOC - \$59,500	<div></div>	Short
C&D Infrastructure					
45.CD7. Building Materials Reuse Center	Investigate the feasibility of creating a Building Materials Reuse Center in the region for sale of salvaged building materials. The building materials would be available for sale to the public and the Center would provide an outlet for resale from deconstruction.	Reusable building materials, including lumber, fixtures, and appliances	Staff time	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	Long
Work with East Palo Alto on Building Reuse Center and create jobs		Comment noted			
Cubberley C&D collection center		Not recommended			
Need a building materials reuse center		Included in #45			
General Survey Comments					
Reasons for not reducing, reusing, recycling or composting more: <ul style="list-style-type: none"><li>• Confusion on what is recyclable</li><li>• No incentive to sort properly</li><li>• Inconvenience (there is no recycling container near where material is generated)</li><li>• Lack of space</li><li>• Concern about recycling personal documents</li><li>• Too busy to separate waste</li><li>• Zero Waste is not a priority.</li></ul>		Comments noted			

## ATTACHMENT 3

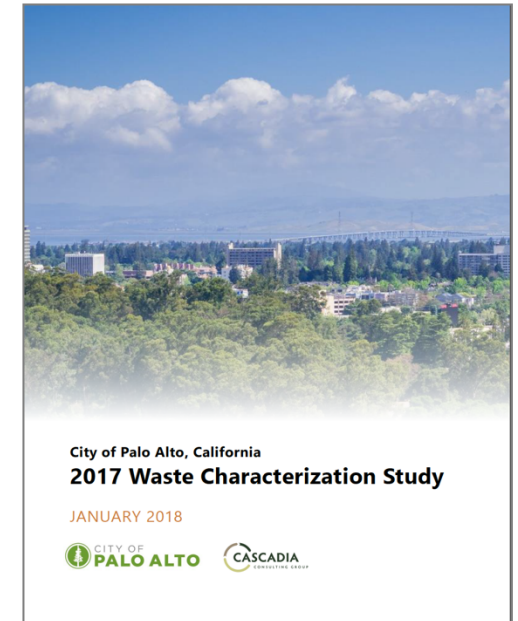
# ASSUMPTIONS AND CALCULATIONS

Results from the Palo Alto 2017 Waste Characterization Study were used to estimate the diversion potential for each initiative. This study evaluated samples from each generator sector: residential, multifamily, and commercial (including commercial front-load, commercial roll-off, and hospitals). The samples were characterized by material type. The percentages of each material type and the total tons by material type were estimated for each generator sector.

To estimate the diversion potential of each initiative in this plan, a “capture rate” by material type was determined. For example, enforcement of the mandatory ordinance for commercial front-load generators was estimated to divert 25% of the clean flattened cardboard from commercial garbage to commercial recycling. This would result in an additional 20 tons of material diverted from disposal annually. The capture rate estimates were based on results from similar programs or best estimates. It is possible that implementation of this program will result in much higher capture rates. However, conservative assumptions were used for these calculations. The City will be able to refine this analysis once it has fully implemented each program.

The U.S. EPA Waste Assessment Model (WARM) was used to estimate the potential reduction in greenhouse gas emissions anticipated to be achieved through implementation of each initiative. WARM identifies the metric tons of carbon dioxide equivalent (MTCO<sub>2</sub>e) reduced by material type for each ton diverted from disposal. For example, the 20 tons of flattened cardboard from commercial front-load customers that is diverted from disposal annually through enforcement of the mandatory commercial recycling ordinance is estimated to reduce greenhouse gas emissions by 3.4498 MTCO<sub>2</sub>e per ton or 69 MTCO<sub>2</sub>e per year.

A sample calculation for commercial front-load generators is included in this attachment.



GHG Emissions Factors	Commercial Front-Load				12.C1. Mandatory ordinance enforcement for commercial		
	Material	Est.		Est.			
MTCO2e		Percent	+ / -	Tons	Capture Rate	Tons Captured	MTC2e Reduced
	<b>Paper</b>	<b>32.4%</b>		<b>1,865</b>			
3.4498	Clean, Flattened, Uncoated OCC	1.4%	0.4%	80	25%	20	69
3.4498	Clean, Unflattened, Uncoated OCC	0.7%	0.3%	38	25%	10	33
1.9084	Newspaper	1.0%	0.5%	60	25%	15	29
4.6242	Other Clean Paper	10.2%	1.8%	587	25%	147	678
1.9084	Paper Tissue & Towels	11.9%	1.7%	684	25%	171	326
1.9084	Other Soiled Uncoated Fiber	0.8%	0.3%	47	25%	12	23
3.4498	Coated OCC	0.1%	0.1%	8	25%	2	7
1.9084	Other Coated Paper	1.1%	0.3%	66	25%	16	31
1.9084	Gable Top Cartons	0.2%	0.1%	11		0	0
1.9084	Aseptics	0.2%	0.1%	11		0	0
1.9084	Paper Takeout Containers	0.9%	0.4%	52	25%	13	25
1.9084	Coated Paper Cups	1.9%	0.5%	111		0	0
3.4498	Pizza Boxes	0.2%	0.2%	14	25%	3	12
1.9084	Other Composite Paper	1.7%	0.4%	98		0	0
	<b>Plastic</b>	<b>17.0%</b>		<b>977</b>			
1.5781	#1 PETE Plastic Packaging	1.2%	0.2%	67	25%	17	27
1.4313	#2 HDPE Plastic Packaging	0.6%	0.2%	32	25%	8	12
1.5781	Expanded #6 Products & Packaging	1.3%	0.5%	72		0	0
1.5781	Other #3-7 Plastic Packaging	1.4%	0.3%	83	25%	21	33
1.5781	Durable Plastic Products	1.2%	0.3%	70	25%	18	28
1.5781	Plastic Takeout Containers	0.4%	0.1%	26		0	0
1.7616	Compostable Plastic Bags	0.1%	0.1%	6	25%	2	3
1.7616	Other Compostable Plastic	0.2%	0.1%	14	25%	4	6
1.7616	Recyclable Film Plastic	2.1%	0.5%	121		0	0
1.7616	Flexible Plastic Pouches	0.1%	0.1%	7		0	0
1.7616	Other Composite Film Plastics	0.2%	0.1%	12		0	0
1.5781	Other Plastic	8.1%	1.3%	465		0	0
	<b>Glass</b>	<b>2.6%</b>		<b>152</b>			
0.3303	Glass Bottles & Jars	1.6%	0.4%	91	25%	23	8

GHG Emissions Factors	Commercial Front-Load				12.C1. Mandatory ordinance enforcement for commercial		
	Material	Est.		Est.			
MTCO <sub>2</sub> e		Percent	+ / -	Tons	Capture Rate	Tons Captured	MTC <sub>2</sub> e Reduced
0.3303	Blue or Red Glass Bottles & Jars	0.0%	0.0%	0	25%	0	0
0.3303	Other Non-Composite Glass	0.9%	1.2%	53		0	0
0.3303	Other Composite Glass	0.1%	0.2%	8		0	0
	<b>Metal</b>	<b>2.4%</b>		<b>138</b>			
13.7258	Aluminum Cans & Foil	0.5%	0.2%	30	25%	7	102
5.2848	Other Non-Ferrous Metal	0.0%	0.0%	2	25%	1	3
1.835	Steel Cans & Lids	0.5%	0.2%	29	25%	7	13
1.835	Appliances	0.2%	0.3%	9		0	0
1.835	Other Ferrous Metal	0.7%	0.3%	41	25%	10	19
5.2848	Other Composite Metal	0.5%	0.3%	27		0	0
	<b>Organics</b>	<b>22.4%</b>		<b>1,293</b>			
-0.1468	Plant Trimmings	3.5%	2.4%	200	25%	50	-7
0.8808	Edible Food Scraps	8.0%	1.3%	458	25%	115	101
0.8808	Inedible Food Scraps	8.2%	1.5%	474	25%	118	104
0.8808	Other Compostable Organics	0.5%	0.7%	29	25%	7	6
0.8808	Diapers	1.4%	0.9%	80		0	0
0.8808	Animal Feces & Litter	0.9%	1.1%	52		0	0
0.8808	Other Organics	0.0%	0.0%	0		0	0
	<b>C&amp;D Debris</b>	<b>10.4%</b>		<b>600</b>			
1.9451	Clean Wood	1.6%	1.3%	95		0	0
1.9451	Clean Engineered Wood	0.5%	0.5%	27		0	0
1.9451	Painted Wood	0.6%	0.3%	36		0	0
1.9451	Treated Wood	0.2%	0.2%	9		0	0
0.0367	Inerts	2.9%	2.8%	167		0	0
0.0367	Clean Gypsum	0.0%	0.0%	0		0	0
0.0367	Painted Gypsum	0.0%	0.0%	0		0	0
0.0367	Roofing	1.0%	1.2%	59		0	0
0.3303	C&D Glass	0.0%	0.0%	0		0	0
7.2666	Carpet	1.4%	1.9%	80		0	0
0.3303	Fiberglass Insulation	0.0%	0.0%	1		0	0
0.0367	Other C&D	2.2%	1.9%	126		0	0
	<b>Hazardous</b>	<b>4.4%</b>		<b>255</b>			



GHG Emissions Factors	Commercial Front-Load				12.C1. Mandatory ordinance enforcement for commercial		
	Material	Est.		Est.			
MTCO2e		Percent	+ / -	Tons	Capture Rate	Tons Captured	MTC2e Reduced
2.3121	Electronics	0.0%	0.0%	1		0	0
	Paint	0.0%	0.0%	2		0	0
	Batteries	0.0%	0.0%	2		0	0
	Non-Empty Aerosol Cans	0.0%	0.0%	0		0	0
	Mercury Lamps	0.0%	0.0%	0		0	0
	Pesticides	0.0%	0.0%	0		0	0
	Cleaning Products	0.0%	0.0%	0		0	0
	Motor Oil	0.0%	0.0%	0		0	0
	Oil & Fuel Filters	0.0%	0.0%	0		0	0
	Untreated Medical Waste	3.1%	1.4%	177		0	0
	Treated Medical Waste	0.0%	0.0%	0		0	0
1.7616	Blue Wrap	0.1%	0.2%	6		0	0
	Medicine	0.1%	0.1%	6		0	0
1.7616	Cold Packs	1.0%	0.8%	58		0	0
	Other Hazardous	0.0%	0.0%	2		0	0
	Other Materials	8.4%		482		0	0
7.2666	Mattresses	0.8%	1.0%	45		0	0
1.9451	Furniture	2.2%	1.9%	124		0	0
1.8717	Tires & Rubber	1.3%	0.8%	78		0	0
7.2666	Textiles & Leather	3.1%	1.3%	177		0	0
1.5781	Non-Metal Appliances	0.0%	0.0%	0		0	0
	Fines	0.7%	0.2%	40		0	0
	Other Materials	0.3%	0.2%	19		0	0
			<b>Total</b>	5,762	14%	816	1689

Note that this initiative also addresses multifamily, commercial roll-off and hospital generators, so the total diversion potential of this initiative is approximately 2,070 tons diverted from landfill and 4,400 MTCO2e of greenhouse gas emissions reduced per year.

## **POLICY AND PROCEDURES 3-01/HRD**

Revised: October 2003

### **SAFETY POLICY**

#### **POLICY STATEMENT**

It is the policy of the City of Palo Alto to provide a safe workplace, safe equipment, proper materials, and to establish and insist upon safe work practices and procedures at all times. All employees shall take an active part in protecting themselves, their fellow employees and the general public. All employees shall comply with all California Occupational Safety and Health Act standards, all applicable safety laws, and with the provisions and guidelines set forth in the City of Palo Alto's Injury and Illness Prevention Program (IIPP).

#### **PROCEDURE**

##### **A. Responsibilities**

Every employee, participant, and volunteer having direction, management, control, or custody of a place of employment, operation, or other employees is responsible for assuring that safety is first and foremost in their respective operations. Accident prevention is an essential part of the job and shall not be sacrificed in the interest of quality or quantity of work.

Responsibilities are outlined in the City's IIPP. IIPP manuals shall be kept in each division within the City. The manual is also available on the City's Intranet. Each employee shall be provided with an employee manual outlining his/her responsibilities and the code of safe work practices for his/her specific division.

##### **B. Training**

Effective safety training for all employees is an essential component of a successful injury and illness prevention program. All new employees shall be oriented to the City's IIPP. Orientation training is provided through the new hire process. In addition, supervisors shall provide instructions on safe work practices and provide specific training on hazards relating to an employee's specific work assignment. Remedial training shall be provided to employees whose safety performance is deficient.

## **POLICY AND PROCEDURES 3-01/HRD**

Revised: October 2003

### **C. Safety Committees**

#### **1. Departmental Safety Committees**

- a. Safety committees shall be established as prescribed in the several Memoranda of Agreement. The safety committee composition shall be in accordance with the Memorandum of Agreement as entered into with the City and PAPOA, IAFF, and SEIU representation organizations.
- b. The safety committees shall operate under the following guidelines:
  - 1) a management member of the committee shall be chairperson to direct the meetings;
  - 2) minutes of the meetings shall be kept and disseminated to the membership and the Risk Management and Safety Office; and
  - 3) meetings shall be held regularly at a specified date and time.
- c. Safety committee responsibilities include:
  - 1) implementing and assisting with the provisions of the City's Injury and Illness Prevention Program, as well as department and division safety programs;
  - 2) encouraging fellow employees to adopt safe work practices; and
  - 3) reviewing work practices to ensure worker and public safety.

#### **2. Citywide Safety Committee**

- a. Departments under the collective bargaining agreement with the Service Employees International Union (SEIU) shall establish a ten-member citywide union/management safety committee with equal union and management membership. Issues that are "citywide" shall be addressed by the Citywide Safety Committee.
- b. The Citywide Safety Committee will meet upon call to:
  - 1) review safety and occupational health standards and practices;

## **POLICY AND PROCEDURES 3-01/HRD**

Revised: October 2003

- 2) discuss overall City safety and health problems;
  - 3) act as an advisory group to the departmental safety committees; and
  - 4) review all departmental safety programs and recommend change where necessary.
- c. Citywide safety issues shall be submitted to the Risk Manager for review. Upon establishing that the safety issue is applicable to the entire city operation and not particular to any one division, the Risk Manager shall convene a meeting of the Citywide Safety Committee to properly address the safety issue. Those safety concerns that are applicable only to a particular division shall be dealt with in that division's safety committee.

### **D. Disciplinary/Remedial Action**

It is the responsibility of every employee to adhere to all safety rules. However, should it become necessary because of failure to comply, disciplinary action shall be administered. Disciplinary action shall be defined as per the Merit System Rules and Regulations, Chapter 10.

Members of management failing to enforce or abide by this safety policy or by the City's IIPP shall also be subject to the above provisions.

All Accident/Property Damage and Supervisor's Reports shall be routed to the Risk Manager for review. In instances where disciplinary or remedial action appears to be warranted, the Risk Manager shall review the circumstances with the Employee Relations and Compensation Manager and make recommendations to the department manager as needed.

*NOTE: Questions and/or clarification of this policy should be directed to the Human Resources Department.*

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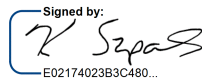
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