

**SONOMA COUNTY WASTE MANAGEMENT AGENCY**

January 16, 2008

9:00 a.m.

City of Santa Rosa Utilities Department  
Subregional Water Reclamation System Laguna Plant  
4300 Llano Road, Santa Rosa, CA 95407  
Estuary Meeting Room

**AGENDA**

- | <u>ITEM</u> | <u>ACTION</u>   |
|-------------|---|
| 1.          | Call to Order/Introductions   |
| 2.          | <u>Attachments/Correspondence:</u><br>Director's Agenda Notes   |
| 3.          | <u>On file w/Clerk: for copy call 565-3579</u><br>Resolutions approved in November 2007<br>2007-018 Beverage Container Collection Contract with Probation<br>2007-019 Recycling Container Purchase<br>2007-020 Appropriation Transfer for CEQA Review<br>2007-021 Resolution Approving Agreement between SCWMA and ESA<br>2007-022 Resolution Approving Agreement between SCWMA and RW Beck, Inc. |
| 4.          | Public Comments   |
| 5.          | Election of 2008 Officers   |

- | <u>CONSENT</u> (w/attachments) | Discussion/Action  |
|--------------------------------|--|
| 6.1                            | Minutes of November 28, 2007   |
| 6.2                            | Contract with AT&T for 2008 Recycling Guide  |
| 6.3                            | Contract with AT&T for the tab in the AT&T phone book                                  |
| 6.4                            | Appropriation Transfers for Grants   |
| 6.5                            | Recycling Container Purchase   |
| 6.6                            | Approve Agreement for Termination for SCC Composting Agreement with City of Santa Rosa |
| 6.7                            | Approve Sixth Amendment to SCC Composting Agreement with County of Sonoma              |
| 6.8                            | Compost Siting Update  |

## REGULAR CALENDAR

### ADMINISTRATION

- |     |   |                   |
|-----|---|-------------------|
| 7.1 | FY 08/09 Work Plan<br>[Wells](Attachment) | Discussion/Action |
|-----|---|-------------------|

### COMPOSTING/WOOD WASTE

- |     |   |                   |
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| 8.1 | Compost Program Update<br>[Wells](Attachment) | Discussion/Action |
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### PLANNING

- |     |   |                   |
|-----|---|-------------------|
| 9.1 | Waste Characterization Study Final Report<br>[Carter](Attachment) | Discussion/Action |
|-----|---|-------------------|

### HOUSEHOLD HAZARDOUS WASTE

- |      |   |                   |
|------|---|-------------------|
| 10.1 | E-waste Events RFP<br>[Steinman](Attachment)          | Discussion/Action |
| 10.2 | Spanish Eco-Desk Evaluation<br>[Chilcott](Attachment) | Discussion/Action |

### DIVERSION

- |      |  |                   |
|------|--|-------------------|
| 11.1 | Plastic Bag Report<br>[Chilcott](Attachment) | Discussion/Action |
|------|--|-------------------|

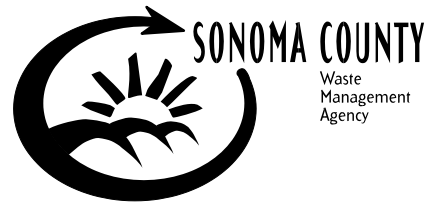
- 12. Boardmember Comments
- 13. Staff Comments
- 14. Adjourn

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

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

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

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



**TO:** SCWMA Board Members

**FROM:** Ken Wells, Executive Director

**SUBJECT:** JANUARY 16, 2008 AGENDA NOTES

5. Election of 2008 Officers

The Officers of the Board for 2007 were Santa Rosa (Dell Tredinnick) Chair, Rohnert Park (Tim Smith) Vice-chair, and Petaluma (Vince Marengo) Chair Pro Tempore. The Resolution and history of Agency Chairs is attached.

**CONSENT CALENDAR**

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

- 6.1) Approve Minutes of the November 28, 2008 SCWMA meeting
- 6.2) Contract with AT&T for 2008 Recycling Guide For the past five years, the Agency has contracted with AT&T Yellow Pages to print and distribute the Recycling Guide. The estimated cost based on previous costs is \$40,700 for the 2008 Guide. **Staff recommends approving the contract with AT&T for the 2008 Guide.**
- 6.3) Contract with AT&T for the tab in the AT&T phone book Historically, the Agency has purchased a die-cut tab in the AT&T Yellow Pages for greater visibility. The cost for the tab will be \$18,900. The waste management companies in Sonoma County help offset this expense with purchases of advertising on the tab. The companies will purchase a total of \$12,600 with the Agency being responsible for \$6,300. **Staff recommends approving the purchase of the die-cut tab in the AT&T Yellow Pages.**
- 6.4) Appropriation Transfers for Grants After the FY 07-08 Budget and Technical Adjustments were approved, the Agency was awarded three grants. They are: Coordination or "sharps" grant (\$7,000), the infrastructure grant for planning HHW facilities (\$200,000) and the SonoMax grant (\$16,600) for website promotion. These appropriation transfers will allow the Agency to accept the funds when received and include them in the FY 07-08 Budget. **Staff recommends approving the three appropriation transfers that would add the grant funds to the FY 07-08 Budget.**
- 6.5) Recycling Container Purchase EcoRing Economic and Environmental Revitalization Program has requested recycling containers in conjunction with the Department of Conservation City/County Payment Program (commonly referred to as the beverage container grant). EcoRing's proposal requests the purchase of 300 containers and 200 bags to improve event and lodging establishment recycling participation in and around the Guerneville area. **Staff recommends the Board grant the Chair authority to sign a purchase order for the selected recycling containers at a cost of \$14,040.**
- 6.6) Approve Agreement of Termination for SCC Compost Agreement with City of Santa Rosa This agreement of termination will be for the composting agreement used to procure bulking material for the City's composting of the biosolids remaining from sewerage treatment. The City and the composting company will develop their own agreement in order to better meet the needs of both the City and the composting contractor. **Staff recommends approving the Agreement for Termination and forwarding to the City of Santa Rosa.**

- 6.7) Approve Sixth Amendment to SCC Composting Agreement with County of Sonoma The Sixth Amendment will recognize the different contract with the City, update some definitions and modify the payment rate for processed material. **Staff recommends approving the Sixth Amendment.**
- 6.8) Compost Siting Update Staff met with PRMD Deputy Director Jennifer Barrett to solicit feedback on specific regions under consideration for a new compost site. Staff has incorporated PRMD's comments and is working with the consultant to score specific parcels for their compatibility to function as the new compost site. **This is an informational item only and does not require action.**

## **REGULAR CALENDAR**

### **ADMINISTRATION**

- 7.1) FY 08-09 Work Plan The FY 08-09 Work Plan includes the Organics Program (Wood Waste and Yard Debris cost centers), the Surcharge cost centers (HHW, Education, Diversion and Planning), and a section on General Administration. For the first time ever, the Work Plan includes the proposed use of reserves for Board directed one time projects. **Staff recommends approving the FY 08-09 Work Plan and using the information in the Work Plan as a part of the Agency budget which will be presented in February.**

### **COMPOSTING/WOOD WASTE**

- 8.1) Compost Program Update Staff will update Board members on the status of the composting program for yard debris and wood waste. Compost allocations for the 4th quarter of 2007 will be provided at the meeting. **No action requested.**

### **PLANNING**

- 9.1) Waste Characterization Study Final Report Cascadia Consulting has completed the 2006-07 Sonoma County Waste Characterization Study (WCS). This follow-up to the 1995-96 Sonoma County Waste Characterization Study includes the percentage of waste by material and by waste stream (residential, commercial, and self-haul). Additional analyses in the appendices compare waste trends to the 2004 Statewide Waste Characterization Study (CIWMB), as well as the 1995-96 Sonoma County Waste Characterization Study. **Action requested: Adoption of the Sonoma County Waste Management Agency Waste Characterization Study.**

### **HHW**

- 10.1) E-waste Events RFP  
On October 17, 2007, a two-year contract between the Sonoma County Waste Management Agency (SCWMA) and Goodwill Industries of the Redwood Empire (GIRE) was approved to hold Agency-sponsored E-waste Collection Events. The recommendation to partner with GIRE included staff's perception that they would pay \$0.25/lb for CRTs collected at the events. Agency staff was made aware, during the first meeting with GIRE to discuss the future E-waste events that an error was made in staff's reading of GIRE's proposal. GIRE's proposal offered ".025 per pound" to the Agency for CRTs collected at the events not \$0.25/lb. as indicated in the staff report. The contract, however, had the correct amount of \$0.025/lb. At the November 28, 2007 Agency Board meeting, Ernie Carpenter of Global Materials Recovery Services reported the error and the current situation was discussed. The Board requested that staff agendaize this item for the January 2008 meeting for the Board to discuss issuing another RFP and possibly terminate the existing Agreement. **Action requested: Policy Determination by Board. Possible Options: (1) Give 10 day notice to terminate the existing Agreement and issue a new RFP. (2) Issue a new RFP and bring back termination notice at the time of award.**

- 10.2) Spanish Language Outreach At the October 2006 Board meeting, a two-year contract with C2 Alternative Services to conduct a Spanish Environmental Outreach Pilot Project was approved. The \$40,000 contract is being funded by the HHW Cost Center with CIWMB Used Oil Grant money (\$25,000) and the Education Cost Center (\$15,000). The contract expires on March 31, 2008. After the end of the pilot project, Agency staff would like to consider working with C2 Alternative Services to provide Spanish Language Outreach in a two-year agreement. The estimated \$24,000 annual cost would be split between the Used Oil Grant Money (\$15,000 annually) and Education (\$9,000 annually). C2 Alternative Services. **Action requested: staff has two recommendations: (1) Direct the Agency Chair to sign the Resolution extending the terms of the current Spanish Language Eco-Desk Pilot project from March 31, 2008 to June 30, 2008. (2) Direct staff to authorize an RFP for Spanish Language Outreach Programs in the amount of \$24,000 annually.**

#### **DIVERSION**

- 11.1) Plastic Bag Report At the November 2007 SCWMA Board meeting, the Board of Directors requested staff to prepare a report about the plastic bag At-Store Recycling Program AB 2449. This requested report is being presented to the Board for review. **No Action Requested.**

RESOLUTION NO. 2008-001

Dated: January 16, 2008

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY  
("AGENCY") ELECTING A CHAIR, A VICE CHAIR  
AND A CHAIR PRO TEMPORE

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WHEREAS, Resolution No. 92-002 requires Agency to elect a Chair, a Vice Chair, and a Chair Pro Tempore at the first meeting in each calendar year.

NOW, THEREFORE BE IT RESOLVED that having first been duly elected by this Agency, the Member representing \_\_\_\_\_, the Member representing \_\_\_\_\_, and the Member representing \_\_\_\_\_ shall serve as Chair, Vice Chair and Chair Pro Tempore, at the will and pleasure of this Agency for a period of one year commencing with the date of this resolution.

MEMBERS:

_____ -- Cloverdale	_____ -- Cotati	_____ -- County	_____ -- Healdsburg	_____ -- Petaluma
_____ -- Rohnert Park	_____ -- Santa Rosa	_____ -- Sebastopol	_____ -- Sonoma	_____ -- Windsor

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

SO ORDERED.

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

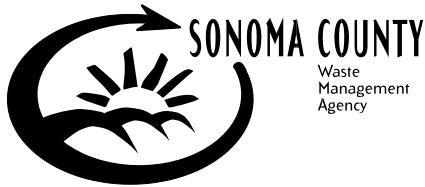
ATTEST:

DATE:

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Elizabeth Koetke  
Clerk of the Sonoma County Waste Management  
Agency of the State of California in and for the County of Sonoma

<u>YEAR</u>	<u>CHAIR</u>	<u>CITY</u>
1992-3.....	Carl Leivo.....	Rohnert Park
1994.....	Marsha Sue Lustig.....	Cotati
1995.....	Carol Chase.....	Cloverdale
1996.....	Barbara Jason-White.....	Healdsburg
1997.....	Patricia Wagner.....	Sonoma
1998.....	Marc Richardson.....	Santa Rosa
1999.....	Sam Salmon.....	Windsor
2000.....	Sue Kelly.....	Sebastopol
2001.....	Jim Ryan.....	Petaluma
2002.....	Dick Ashford.....	Sonoma
2003.....	Dave Knight.....	Sonoma County
2004.....	J. Matthew Mullan.....	Windsor
2005 (through Sept)	Jennifer Murray.....	Cloverdale
2005 (Oct-Dec).....	Dennis Dorch.....	Cotati
2006.....	Sue Kelly.....	Sebastopol
2007.....	Dell Tredinnick.....	Santa Rosa



**MINUTES OF NOVEMBER 28, 2007**

The Sonoma County Waste Management Agency met on November 28, 2007, at the City of Santa Rosa Utilities Department's Subregional Water Reclamation System Laguna Plant, 4300 Llano Road, Santa Rosa, California.

**PRESENT:**

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

Dell Tredinnick, Chair  
Marsha Sue Lustig  
Gus Wolter  
Mike Kirn  
Kevin Hornick  
Tim Smith  
Dave Brennan  
Steve Barbose  
Susan Klassen  
Christa Johnson

**STAFF PRESENT:**

Executive Director  
Counsel  
Staff

Ken Wells  
Janet Coleson  
Patrick Carter  
Karina Chilcott  
Charlotte Fisher  
Lisa Steinman  
Elizabeth Koetke

Recorder

**1. CALL TO ORDER**

Dell Tredinnick, Chair, called the meeting to order at 9:10 a.m. Chair Tredinnick, rearranged the order of the agenda addressing Item 8.1 after the consent calendar to accommodate one of the Board member's prior commitments. Item 6.1 will be heard when guest Wes Chesbro arrives.

**2. ATTACHMENTS/CORRESPONDENCE**

Chair Tredinnick, called attention to the Director's Agenda Notes.

**3. ON FILE WITH CLERK**

Chair Tredinnick, noted the items on file with the clerk.

**4. PUBLIC COMMENTS**

Ernie Carpenter, Global Materials Recovery Services, presented a letter to the Board and commented on the contract the Agency has with Goodwill Industries of the Redwood Empire for e-waste collection events. He said what was presented to the Agency Board was that Goodwill would pay \$0.25 cents per pound for e-waste collection; the contract was awarded to them based on that. He recently obtained a copy of the Goodwill contract and found that the contract is not for \$0.25 cents a pound; instead it is for \$0.025 cents a pound. Global had offered \$.06 cents a pound in their proposal.



Mr. Carpenter asked the Agency to revisit the issue to insure the contract award was based on full and accurate information.

Ken Wells suggested pulling this item from the consent calendar, and discussing it after the unanimous vote item.

**Tim Smith, Rohnert Park, made a motion to pull item 5.3 off the consent calendar. Susan Klassen, County of Sonoma seconded. Motion passed.**

#### CONSENT

**5.1** Minutes of October 17, 2007

**5.2** First Quarter Financial Report

**5.3** E-waste Events Schedule – *pulled from consent calendar*

**5.4** Beverage Container Collection Contract with Probation Department

**5.5** Recycling Container Purchase

**Tim Smith, Rohnert Park, moved to approve the consent calendar excluding item 5.3. Dave Brennan, Sebastopol, seconded. Motion approved.**

Chair Tredinnick directed the Board to Item 8.1.

#### PLANNING

**8.1 CONTRACT FOR PREPARING CEQA DOCUMENT FOR THE ColWMP AMENDMENT**  
Patrick Carter explained the background of the ColWMP amendment process.

In May 2007, staff issued a request for proposals to obtain professional help to prepare the necessary CEQA documents for the revisions to the ColWMP.

The RFP process resulted in proposals from ESA and Kleinfelder. While both proposals were very similar in cost, staff felt ESA had a better understanding of the project. The proposed cost for the contract with ESA for this project is \$175,000; \$17,000 is reserved as a contingency for unforeseen issues. \$150,000 was budgeted for a consultant for the preparation of the CEQA documents related to the ColWMP amendment. As the contract exceeds the budgeted funds, \$25,000 in additional funds are proposed to be appropriated from the Contingency Reserve Fund to cover the difference.

Dave Brennan, Sebastopol, asked about the 3% communications fee in Exhibit B.

Patrick Carter said that fee is included in every ESA contract, it's a percentage of the total staff charge and encompasses all communications costs; phone calls, and FTP access to transfer files, etc.

Dave Brennan, asked if that was a 'not to exceed' number?

Patrick Carter said no, it's just 3% of the total staff charge.

Dave Brennan, Sebastopol, asked if the 10% for administrative costs for their sub consultants in Exhibit B was included in the contingency.

Patrick Carter said no, the 10% is not included in the contingency.

Dave Brennan recommended not including the contingency in the contract but giving authorization to the Executive Director to approve the contingency.

**Dave Brennan, Sebastopol, made a motion to approve the contract with the condition that the contingency not be included in the contract and to authorize the**

**Executive Director to approve the contingency in writing, if necessary. Tim Smith, Rohnert Park, seconded. Motion approved unanimously.**

*Gus Wolter left the meeting at 9:25 a.m. (e.k.)*

**5.3 E-Waste Events Schedule – from consent calendar**

Executive Director, Ken Wells, addressed item 5.3 from the consent calendar.

In response to the question from Mr. Carpenter, he is correct; there was an error in the staff report presented at the last meeting where the Board approved the contract for the partnership with Goodwill for e-waste collection events. Staff misread their proposal. It was interpreted as \$0.25 cents a pound for CEW's. The error was not discovered until the first meeting with Goodwill to discuss scheduling the future e-waste events. The proposal and the contract had the correct value in it, staff apologizes for that mistake. Since the discovery of the error, Goodwill has offered to increase the funding from \$0.025 to \$0.05 cents per pound for CEW's. And in addition to the planned quarterly events, they have also offered to do monthly events, and additionally to reimburse the Agency for all CEW's collected by Goodwill.

With all of that considered, the actual funding that the Agency will collect from Goodwill is greater than the incorrect \$0.25/lb in the staff report.

An agenda item will be prepared to amend the contract to show that all revenues from all CEW's collected by Goodwill during the term of this agreement will be shared with the Agency.

Chair Tredinnick asked staff if they felt confident that this revised structure that departs from quarterly roundups would generate more revenue.

Ken Wells responded affirmatively and said that Goodwill has collected more than 750,000 tons of CEW's in the past few years.

Christa Johnson, Windsor, said the staff recommendation was Goodwill; would that have changed if the \$0.025 had been known?

Ken Wells said, no, because Goodwill collects e-waste throughout the County, every day of the week, and their sites are already established, which is a significant benefit to Sonoma County's residents regardless of the price per pound.

Tim Smith, Rohnert Park, said there was an open bidding process and it was closed on a mistake. In fairness, it should be reopened.

Stephen Barbose, Sonoma, agreed that the integrity of the process is compromised if a bid is accepted on misinformation and then is fixed by having after-the-fact negotiations.

Dave Brennan, Sebastopol, agreed with the comments by Boardmembers Smith and Barbose, adding if the process is reopened, criteria for selection should be clearly identified. The award will not necessarily go to the highest bidder.

Marsha Sue Lustig, Cotati, said she was also uncomfortable with after-the-fact negotiations.

Janet Coleson, Agency Counsel, said she was comfortable with the contract because the contract that the Board approved had the correct amount in it. It was only the staff report that had the incorrect amount.

Susan Klassen asked when the error was discovered and, since the alternate negotiations had started, had the agreement been signed and executed? She also asked what the cancellation clause was?

Janet Coleson said the agreement was signed after the October Agency meeting, she believes the termination is at-will with a 30-day notice.

Kevin Hornick, Petaluma, said this needs further investigation so that the integrity of the Board isn't questioned.

Christa Johnson, Windsor, asked if action could be taken to agendize this item next month so the Board can consider canceling the contract and rebid.

Tim Smith, Rohnert Park, suggested leaving the contract in place from now until January and collect on the e-waste that is collected at the Goodwill sites.

**Tim Smith, Rohnert Park, moved to agendize this item for the January meeting. Kevin Hornick, Petaluma seconded. The motion carried.**

Chair Tredinnick, directed the Board to item 7.1

## COMPOSTING/WOOD WASTE

### **7.1 NORTH COAST RWQCB PRESENTATION BY DAVID LELAND**

The Board invited David Leland of the North Coast Regional Water Quality Control Board (RWQCB) to attend the meeting and address a list of questions posed by the Board regarding the Agency's composting program and the Central Disposal Site where Sonoma Compost Company (SCC) is currently located.

David Leland explained that the RWQCB derives their authority, and regulations from two sources; Federal Law (the Clean Water Act), and State Law (the Water Quality Control Act). The Clean Water Act investigates discharges to surface water, compost operations that discharge to surface water could be subject to permitting with individual permits or an industrial storm water permit. Operations that don't discharge to surface waters, but instead discharge to land, may be regulated using waste discharge permits. The RWQCB has a number of permits for composting facilities, including Sonoma's. Currently there is not a policy on composting operations; they are dealt with on a case-by-case basis. New facilities are addressed as new facilities, existing facilities are only addressed if there are particular concerns, or complaints, or an issue that would require attention. Other regions are in a similar state of development in terms of how they approach composting facilities.

In general, facilities that are only handling green waste are viewed as having a relatively low threat to water quality.

There are concerns about a composting operation at the landfill that distinguish it from any other composting operation in the region. The compost site at the Central Landfill sits on an unclosed landfill cell for which there is not a closure plan although waste is no longer accepted there. It is the largest compost site in the region. The operation is mostly uncovered giving potential for runoff and possibly contaminating water.

Another concern is the material streams that are handled, one of which is animal wastes. This is not a zero discharge facility as there is a discharge point offsite.

The monitoring results indicate there are an elevated number of constituents and concerns about the water quality. The existing operation is not in compliance with the

permit. SCC has been working to address those issues and the RWQCB supports those efforts and want to work towards a condition where the operation is in compliance with the permit.

There have been a variety of other issues at the landfill including the corrective action plan which is a large, complex, important area of concern. The model that has been developed is at a point where it can be used to understand how the system works, and also how to improve and modify it to address those issues.

A new facility would have similar concerns. The goal for any new facility would be zero discharge to surface water. The process used for that new facility proposal should come to the RWQCB with a report of what would be done at the facility and its possible effects on water quality.

The ideal facility is a covered facility that results in no generation of runoff so there's no waste generated. In that situation there is no need for a permit. It's also possible to achieve zero-discharge through other means, one of which is the runoff is treated to the point where there is no waste constituents in the runoff or a land application alternative.

At Central Landfill there exists the unusual opportunity to take advantage of what may become a pipeline to move the leachate from the facility to the Laguna Treatment Plant and it would be possible to tie-in surface water runoff generated to that system.

Chair Tredinnick, asked if SCC were to tie into the existing leachate line would the RWQCB have a problem with them staying where they are?

David Leland said there are some significant concerns that tie into the closure process. The current operation is on top of an unclosed cell, in order to close that cell, the operation would have to be moved at a minimum for the time it would take to implement that closure. It is possible an operation could be reestablished on top of a closed cell. That would again require a report of waste discharge, description of the operation, and a determination if it is consistent with the RWQCB mandate.

Susan Klassen, reiterated that any new site would need a report of waste discharge permit. Currently SCC operates under a storm water permit, but a new facility would operate under a waste discharge permit, if it had a discharge.

Dave Brennan, commented on how the facility is operating on an unclosed cell, and asked if that cell needs to be capped or lined?

David Leland said he believes it needs a cap since that particular area does not have a liner. It has to have a cap, and there could be other requirements.

Stephen Barbose, Sonoma, asked if there was any course of action that would allow SCC to continue its operation at its present location.

David Leland said he didn't see how the closure process could take place with the compost operations on the site they're on now.

Marsha Sue Lustig, Cotati, thanked David Leland for coming to the meeting. She asked if there were any facilities that the RWQCB has permitted in their region or are there facilities like the operation at Central elsewhere that have been issued permits, which could possibly be used as a guideline.

David Leland said the recent facilities that have been proposed have been zero

discharge. One suggestion would be to create a new design or modify something existing that doesn't have any surface discharge. Another alternative would be to discharge to land. Those types of permits are issued widely in the region. They require storage for discharge water. Stored water cannot be applied in the winter without running off so a storage requirement is needed to manage the runoff in the wintertime.

Susan Klassen asked where the zero discharge facilities are so the Board can see what they are like.

David Leland said he believe there was one in Blue Lake, Humboldt County.

Will Bakx, SCC, said their facility operates on a cement treated base and questioned if that been taken into consideration?

David Leland said it is his understanding that that does not constitute a substitute and is not in line with the landfill closure requirement.

Will Bakx asked if there is a plan for capping off the landfill.

Susan Klassen said there is an approved preliminary closure plan as part of the County permit and the County is working towards a final closure plan.

Will Bakx asked if SCC presented a plan where they could operate on half of the current surface, and still handle the same volume by changing their operations, could the capping-off take place in two-phases?

Susan Klassen said the County would look at anything SCC presented.

Ernie Carpenter, GMRS, said if Sonoma Compost Co. can move onsite without a new zero discharge permit, the capital improvement costs would be a lot less then wherever they would move to have zero discharge elsewhere. Can they move onsite under the same permit?

David Leland said the RWQCB would want to see a proposal on that, and again, the goal for the existing facility or for a new facility is zero discharge.

Tim Smith, Rohnert Park, thanked David Leland for coming. He commented that while there is a potential threat to water quality at the landfill, there is a real threat to air quality. This Board has known for years that the Central Landfill is a temporary site for SCC. With the Central landfill needing to be capped, and the possible sale of the landfill, the Agency should proceed with siting process. His opinion is that SCC will have to relocate.

Dell Tredinnick commented that the threat to air quality was the outhaul that's being done. He then asked David Leland if he had any experience with these conflicting issues of air quality and water quality.

David Leland said it happens all the time and that's part of the coordination process.

Marsha Sue Lustig said she felt that keeping a compost facility operational with very little down-time is critical. It's going to be a long process and the Agency should continue with the siting process.

Dell Tredinnick thanked David Leland for attending the meeting and answering questions.

Chair Tredinnick directed the Board to address item 7.2.

## **7.2 COMPOST SITING UPDATE**

Patrick Carter addressed the Board on the recent developments with the new compost site selection. The contractor the Agency hired, Environmental Science Associates (ESA) has consolidated the Agency-adopted siting criteria into a series of GIS maps, which were used to identify potential regions where a composting site would be feasible. The consultants visited Sonoma County to visually inspect each region, noting specific site characteristics that would exclude potential sites.

Tim Raibley, ESA, gave a PowerPoint presentation showing potential areas, and areas that have been excluded as suitable sites.

Next steps will be to apply preferential criteria. After the siting selection is down to 20 sites, the Agency will take it from there to reduce it to three. The following phase would be a conceptual design of the site.

## **7.3 COMPOST PROGRAM UPDATE**

Compost reports for August and September 2007 were included in the packet. Allocations for the 2<sup>nd</sup> quarter of 2007 were distributed at the meeting.

## **REGULAR CALENDAR**

### **6.1 CONVERSATION WITH CIWMB BOARD MEMBER WESLEY CHESBRO**

Wesley Chesbro gave a brief history of his experience with recycling and the CIWMB. He said the issues that Sonoma County faces with water quality and landfills and long-term closure plans are common as you travel north up the coast.

The state has reached the 50% recycling goal, which is a significant accomplishment. The zero waste advocates would say that's not enough. Senator Padilla has drafted a bill to set another arbitrary goal of 75%. The 50% goal changed a lot of things in this state and the 75% goal would certainly do the same thing. He said he supports the concept.

The question of whether the approach in AB 939 is appropriate for the new goal has been raised. AB 939 worked pretty well because it was a performance-oriented goal not a prescriptive goal. Now the question is whether the remaining portions of the waste stream that should be prioritized are evenly spread in all the jurisdictions so does a mechanism like AB 939 makes sense or not. Clearly there are pockets of material that are under diverted; C&D waste and commercial waste are two examples. In many counties organics are not being diverted or are being sent back to the landfill as cover.

One issue that will drive us to a greater level of waste reduction and diversion is global warming. The traditional disposal method in landfills results in not only the methane component of landfill gas which is said to be 23 times more potent than carbon as a greenhouse gas, but also the energy used to manufacture virgin products versus recycled products. The whole mentality behind the approach to global warming is a different approach than pollution. The whole lifecycle analysis of how the economy, personal choices and government policies affect global warming is important. When the full force of AB 32 comes to bear on the point sources, there are going to be economic impacts. The single greatest flaw of AB 939 was to not provide shared responsibility and to place the primary responsibility on local governments. But local governments clearly do not have the ability to affect the materials that are being produced, how they're being produced, their recyclability and what diversion systems are in place to help divert materials. Policy makers have addressed the issue at the State level dealing with problem materials, starting with bottles and cans that people got tired of seeing as litter. The Waste Board has been involved in a discussion this year about manufacturer responsibility.

Susan Klassen asked what the Waste Board's opinion was on the dilemma of fewer and fewer open landfills. Landfills are closing all over the state, which results in hauling trash to other states and other parts of the state.

Wesley Chesbro said since before AB 939, landfill capacity and the lack thereof has helped to drive this issue. The motivation started with the bottle bill and shifted to landfill capacity, and now global warming. A lack of landfill capacity can be looked at in different ways; it continues to drive the desire to do a greater and greater level of waste diversion. On the other hand, having a local landfill has become a greater and greater challenge with the state. Existing landfill capacity has value, environmental value, not just economical value.

Tim Smith, Rohnert Park, indicated that the Agency will be interested in participating with the Waste Board in the pilot projects for SB 966, the Reducing Pharmaceuticals in Waste Stream bill and Ken Wells said in addition to SB 966, AB 1109 Huffman's Lighting Efficiency Act has assigned some responsibility to the Waste Board. The Agency looks forward to participating in the development of those activities. Fluorescent lamps are a real problem material. The ability to have some support at the local level to provide convenient opportunities to people to dispose of those correctly would be greatly appreciated.

## HOUSEHOLD HAZARDOUS WASTE

### **9.1 HHW PROGRAM EXPANSION STUDY**

Patrick Carter explained that the RFP was sent to 32 consulting firms. No proposals were received by the deadline of September 28, 2007.

At the last Agency meeting, the Board directed staff to solicit feedback from the firms that were sent the RFP and did not respond. The question was to find out if there was a problem with the RFP so that staff could correct the deficiency.

Staff surveyed the 32 consulting firms that were sent the RFP and received 14 responses. The responses indicated the consultants either could not accommodate the workload of this project or that the services required were not the company's specialty. Based on this response, staff did not revise or re-circulate the RFP.

Following direction given by the Board at the October 2007 meeting, and an expression of interest from R.W. Beck, a qualified consulting firm, staff negotiated directly with R.W. Beck, Inc. to perform the services requested in the RFP.

During negotiations it was determined that the best approach was a three-phase project, in which the first phase (covered by this proposed agreement) will identify the potential range of costs for new permanent facilities and the associated financial feasibility. If the Board determines that further effort is warranted, phase two, to be authorized with another agreement, will include site selection, preliminary facility design, cost estimating, and CEQA review. This second phase could be performed by R.W. Beck or another consultant. After completion and Board approval of phase two, the Board may direct staff to proceed with phase three which would be final design and construction of new facilities.

\$60,000 has been included in the SCWMA FY 2007-08 budget for the purposes of the preliminary design and feasibility of additional HHW collection facilities in Sonoma County (phase one). The agreement between the SCWMA and R.W. Beck, Inc. includes a cost proposal of \$45,832.82 for the Scope of Services.

Staff applied for and the Agency was awarded funding from the CIWMB's Household Hazardous Waste Infrastructure Grant (16<sup>th</sup> Cycle). Should additional permanent HHW facilities appear financially feasible and the Board gives direction to proceed to phase-two, the grant will supply a total of \$199,755 in additional funding.

**Tim Smith, Rohnert Park, made a motion to approve the agreement with R.W. Beck and to authorize the Executive Director to approve an additional \$4,000 for contingency. Dave Brennan, Sebastopol, seconded. Motion approved.**

#### ADMINISTRATION

##### **10.1 2006 SOLID WASTE DISPOSAL REPORT**

Ken Wells explained that the Agency's funding comes from tipping fee surcharges. There has been a dramatic drop in the amount of solid waste processed through the County system that generates those tipping fees. Staff has been trying to determine where waste goes that is generated in Sonoma County. Using data from the County's disposal reporting system and data collected from other facilities that manage Sonoma County solid waste, staff developed a disposal data table. Disposal data was received from Waste Management, Industrial Carting/Global Materials, and M&M Services. As of the date of this report, data was not received from Timber Cove Recycling/North Bay Corp, despite several requests.

Several Board members commented about the numbers on the report.

Tim Smith, Rohnert Park, said that although this is an informational item he wanted to know if staff had a recommendation or would be bringing back a recommendation.

Ken Wells said the hauler contracts with Santa Rosa and Windsor explicitly call for the reporting of residuals as a requirement of their contracts. In reviewing Rohnert Park's contract, there is not an explicit requirement that they report the residuals from the recycling program as part of their contract. In regards to a recommendation from staff, the Agency could create a requirement that all haulers in Sonoma County report this data. It would have to be an ordinance or a regulation, but the Agency does have the authority to obtain that data.

Tim Smith, Rohnert Park, proposed that staff come back to the Board in 2008 with a recommendation for a method in which countywide data on waste disposal can be collected, with a recommendation from Agency Counsel on how to enforce that recommendation.

Susan Klassen, County of Sonoma, clarified that the landfills under contract for the outhaul are not obligated to provide a breakdown of all transactions, particularly where the material originated. Also, there are some materials that are accepted at the other landfills that are not accepted at our County Disposal Sites; such as asbestos and treated wood.

Curtis Michelini, Industrial Carting/Global Materials Recovery Services, presented a letter to the Board and gave a brief history of the debris box collection and recycling and redemption businesses that he operates in Santa Rosa. He is opposed to paying a fee or a tax while not being able to conduct business countywide.

Ernie Carpenter, Industrial Carting/Global Materials Recovery Services, said their company would not dispute a fee if they could openly compete in the debris box business countywide.



Norman Duvall, Industrial Carting/Global Materials Recovery Services, said the information that staff requested is proprietary and should not have been made available to the public.

Ken Wells explained this was an informational item, requested by the Board. He thanked Industrial Carting for providing the information on their solid waste disposal. Staff does not feel that information is proprietary.

*Dave Brennan, Marsha Sue Lustig, left the meeting at 11:48 a.m. (ek)*

**11. BOARDMEMBER COMMENTS**

Dell Tredinnick, reminded the Board of the posted 15 mph speed limit. Also, public parking is in the front (south) of the building.

Christa Johnson, requested additional hours for the Community Toxics Collections in the Town of Windsor. She'd also like the staff reports in the agenda packets page numbered.

*Christa Johnson left the meeting at 12:05 p.m. (e.k.)*

Tim Smith, said he and Ken Wells will be going to Sacramento in January to attend a workshop on EPR.

Kevin Hornick, asked if there was any direction from the Board on biodegradable plastic bags. Ken Wells said at the moment there is no direction to staff to deal with that issue. Staff will pass on any information that is received.

Ken Wells recommended canceling the December 19th meeting. The next Agency meeting will be held January 16, 2008.

Ken thanked Lisa Hardin, Industrial Carting/Global Materials Recovery Services for providing the snacks for the meeting today.

Ken thanked C2 Alternatives for providing the beverages today and the snacks for the monthly meetings throughout the year.

Ken thanked guests Wes Chesbro, CIWMB, and David Leland, RWQCB, for taking time out of their schedules to attend our meeting.

Lastly, there is a Zero Waste Conference next week, if anyone is interested in attending.

**12. STAFF COMMENTS**

There were no staff comments.

**13. ADJOURN**

Meeting adjourned at 12:10 p.m.

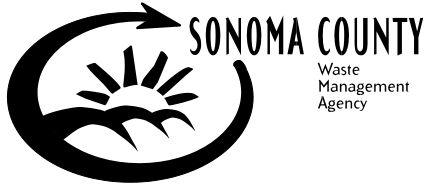
Respectfully submitted,  
Elizabeth Koetke

Distributed at meeting:

Compost Allocations for 2<sup>nd</sup> Quarter 2007

Letter from Ernie Carpenter, Global Materials Recovery Services, Inc.

Letter from Curtis Michelini, Global Materials Recovery Services, Inc.



**Agenda Item #: 6.2**  
**Cost Center: Education**  
**Staff Contact: Chilcott**  
**Agenda Date: 1/16/08**

## **ITEM: 28-page Recycling Guide Contract with AT&T Yellow Pages**

### **I. BACKGROUND**

There are two separate contracts with AT&T Yellow Pages: (1) the 28-page Recycling Guide and, (2) the tab. This agenda item covers the 28-page Recycling Guide contract.

For the past five years the Agency has contracted with AT&T Yellow Pages to print and bind the Sonoma County Recycling Guide in the phone book. From 2004 to 2007, the price for printing and distributing to AT&T's estimated 322,500 business and residential customers was \$40,700.

### **II. DISCUSSION**

In 2008, AT&T has agreed to keep the rate for this service the same. The 2008 28-page Guide package includes the following:

<b>2008 Guide package:</b>	
<b>Cost</b>	<b>Services</b>
\$40,700  Funding from the Agency's Education Cost Center	Recycling Guide 28-pages printed in four-color process on white paper (paper similar in quality to the 2007 Guide). The 28-page section will be located after the "Recycling" section of the Yellow Pages. Artwork for this section will be supplied by Agency staff. The Recycling Guide will be distributed to every AT&T residential and business customer through the primary distribution in May 2008 and through subsequent new customer distributions until the 2009 phone book printing.
	Banner(s) AT&T SMART Yellow Pages will supply the Agency with one or more 4-color banner ads sized approximately 1" wide x 7.5" long to be placed in the "What's Inside" section.
	Cover snipe AT&T SMART Yellow Pages will supply the Agency with a 4-color cover snipe.
	"What's Inside" section AT&T SMART Yellow Pages will supply the Agency with space for 4-color artwork and a text entry in the "What's Inside" section.
	Number printed & distributed: 341,500 (252,500 initial distribution, 89,000 secondary distribution)

### **III. FUNDING IMPACT**

The proposed contract with AT&T Yellow Pages is within the amount budgeted in the Education cost center 799411-6540 FY 07/08 for this project.

#### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Agency staff recommends the Board approve the resolution for the Contract for Printing and Delivery of the Sonoma County Recycling Guide 2008 with AT&T Yellow Pages and authorize the Chair to sign the agreement.

#### V. ATTACHMENTS

Scope of Work letter between AT&T and SCWMA

Resolution Approving the Agreement for Printing and Delivery of the Sonoma County Recycling Guide 2008



Karina Chilcott  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B 100  
Santa Rosa, California 95403

November 27, 2007

Dear Karina,

Thank you for your recent advertising order with AT&T Real Yellow Pages for the Sonoma County Directory publishing in May 2008. It is our understanding that the Agency is contracting for printing and distribution services for a 28-page Recycling Guide (including special services--banners, cover snipe and inclusion in "What's Inside" page). This letter is intended to clarify the responsibilities between the Sonoma County Waste Management Agency (Agency) and AT&T Yellow Pages.

For both parties, the production and distribution schedule follows:

<b>March 14, 2008</b>	The Agency will supply AT&T Real Yellow Pages with artwork (and related color laser proofs) for the following: 1. 28-page Recycling Guide artwork 2. Banner artwork 3. Cover snipe artwork 4. What's Inside section artwork 5. Tab artwork Artwork will be supplied to the following: TERESA TSUEI AT&T Yellow Pages 101 Spear St., Ste. 506 San Francisco, CA 94105
<b>March 28, 2008</b>	AT&T Real Yellow Pages will output high resolution color proofs. These color proofs will be submitted to the Agency for review. Allow at least 3 working days for review by Agency staff.: Karina Chilcott Sonoma County Waste Management Agency 2300 County Center Drive, Ste. B-100 Santa Rosa, CA 95403 refkarina@sonoma-county.org
<b>April 11, 2008</b>	Last date for the Agency to submit corrected files to AT&T Real Yellow Pages. Artwork will be provided to Teresa True at the above address.
<b>May 2008</b>	AT&T Real Yellow Pages will print the Recycling Guide and bind it into the Sonoma Directory. The directory will be distributed to residential and business customers in the primary distribution.

The Agency will provide AT&T Real Yellow Pages with the following:

**28-page Recycling Guide (Agency's responsibility)**

- The Agency will contract with AT&T Yellow Pages for \$40,700 for printing and distribution services for the May 2007 Sonoma County Directory. Pending approval of the contract by the Sonoma County Waste Management Agency Board members at their monthly meeting, a payment of \$40,700 will be supplied to AT&T Real Yellow Pages on or before May 2008.

For subsequent years, the printing and tab contract amount will remain the same. See chart below:

Year	28-page Guide
2006	\$40,700
2007	\$40,700
2008	\$40,700
2009	\$Base rate paid in 2004 with a possible rate up no greater than 3%.
The Agency seeks contracts after 2009	

- The Agency will supply 28 pages (9.3125" wide x 10.8125" tall) of camera ready artwork on Mac formatted CD. Artwork will be created using a combination of Illustrator 10 and In Design 2.0.1. Artwork will include a page bleed of .5" beyond trim size on all sides. Color laser copy proofs of all pages will be provided.

**Tab**

- Sonoma County Waste Management Agency has the right of first refusal on the Tab for the duration of this contract. A tab in the Sonoma directory requires minimum revenue to cover the production cost of a tab (this rate fluctuates from year to year). SCWMA's tab rate in 2007 (\$18,000) was below AT&T's minimum required tab rate. AT&T Real Yellow Pages will make it a priority and will commit to work with the SCWMA to insure that a potential advertiser is found for the front of tab at AT&T's required tab rate. In that case, SCWMA can continue to purchase the tab at an affordable rate.

**Banner (Agency's responsibility)**

- The Agency will supply 4-color artwork for two banner ads sized 7.75" x 1" to be placed on the "Sonoma Area Map" and "Stadium Seating" pages.

**"What's Inside" section (Agency's responsibility)**

- The Agency will supply 4-color artwork for the "What's Inside" snipe sized approximately .75" x .75". The "What's Inside" snipe will include the text "The 28-page Sonoma County Recycling Guide answers your recycling and toxics disposal questions from A to Z: appliances, batteries, concrete, electronics, metal, paint, toner cartridges, wood and much more!"

**Tab (Agency's responsibility)**

- The Agency will supply 4-color camera ready artwork (8.46875" wide x 9.90625" tall). A color laser copy proof will be provided.
- The Agency will purchase the backside of the tab for \$1575/month (or \$18,900/year). The tab includes a separate contract and is contingent upon the final sale of the front side of the tab. The tab contract is also contingent upon the Agency securing the required funding.

AT&T Real Yellow Pages will provide the Sonoma County Waste Management Agency the following services:

- Assign to the Agency a primary contact in AT&T Real Yellow Page's graphics/production department who will be responsible for coordination of artwork submissions:
  1. 28-page Recycling Guide insert
  2. Tab artwork
  3. 2 Banner ads
  4. Cover snipe
  5. What's Inside section

**28-page Recycling Guide (AT&T Yellow Pages responsibility)**

- 4-color printing of 28-pages of artwork (9.3125" wide x 10.8125" tall) supplied by the Agency to AT&T Real Yellow Pages. AT&T Real Yellow Pages will RIP and output low resolution and high resolution color proofs. These color proofs will be submitted to the Agency for review. Allow at least 3 working days for review by Agency staff. The pages will be bound into the production of all phone books supplied to Sonoma County AT&T Real Yellow Pages customers. The pages will be printed on white paper, similar to the paper quality used on the Recycling Guide pages in the 2007 AT&T Real Yellow Pages. The section will be located after the "Recycling" section of the Yellow Pages. The Recycling Guide tab, if any, will be located prior to page one of the 28-page Recycling Guide.
- The AT&T -Sonoma Real Yellow Pages will be distributed to every residential and business customer through the primary distribution in May 2008 and through subsequent new customer distributions until the next phone book printing.

**2 Banner ads (AT&T Yellow Pages responsibility)**

- AT&T Real Yellow Pages will supply the Agency with one or more 4-color banner ads sized 1" x 7.75" long to be placed in the "Sonoma Area Map" page and "Stadium Seating" pages sections.

**Cover snipe (AT&T Real Yellow Pages responsibility)**

- AT&T Real Yellow Pages will supply the Agency with the words "RECYCLING GUIDE" on the cover of the Yellow Pages.

**"What's Inside" section (AT&T Real Yellow Pages responsibility)**

- AT&T Real Yellow Pages will supply the Agency with space for 4-color artwork and an entry in the "What's Inside" snipe. Artwork, sized approximately .75" x.75", will be supplied by the Agency. The "What's Inside" snipe will include the text "The 28-page Sonoma County Recycling Guide answers your recycling and toxics disposal questions from A to Z: appliances, batteries, concrete, electronics, metal, paint, toner cartridges, wood and much more!"

**Tab (AT&T Yellow Pages responsibility)**

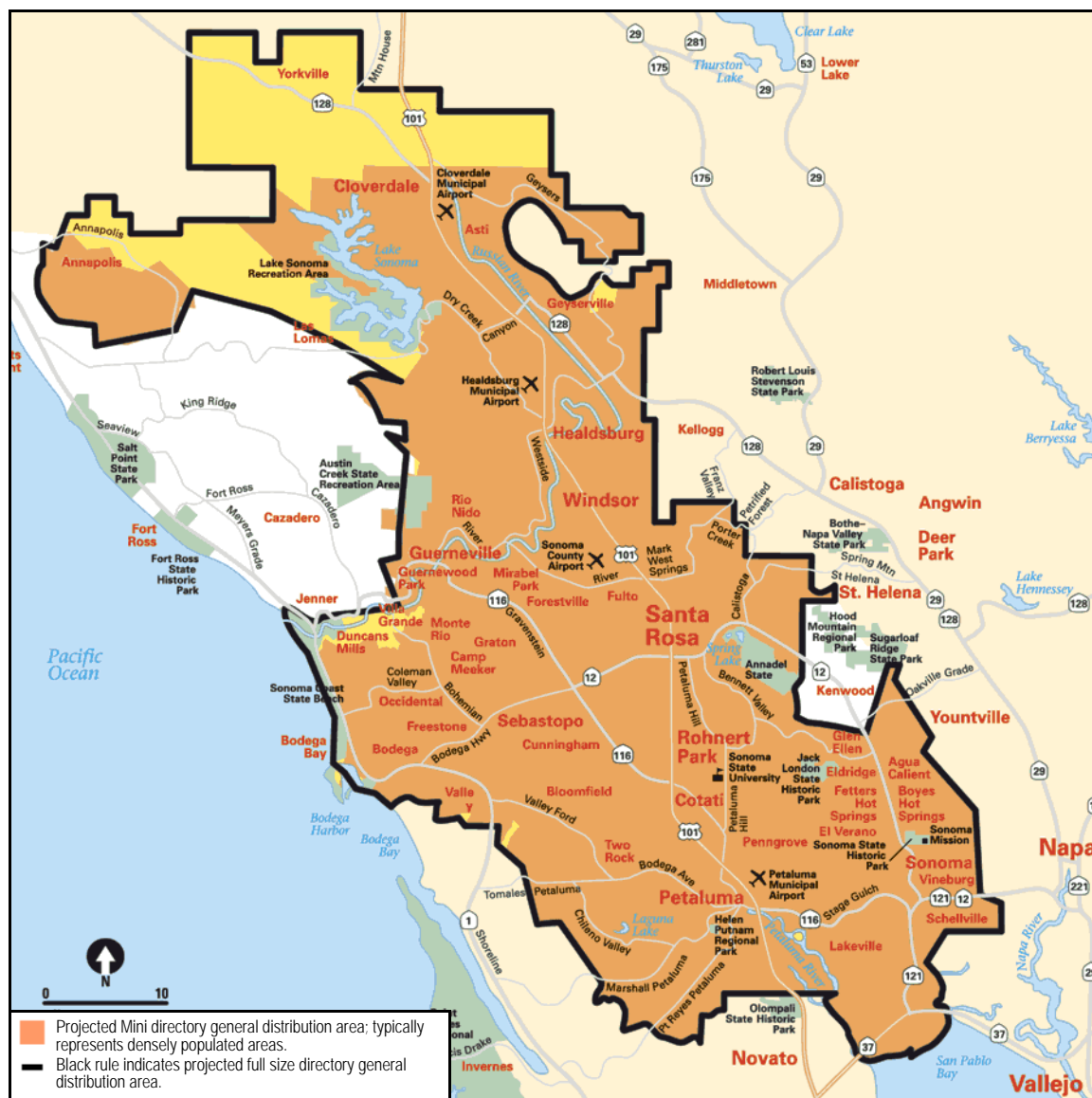
- AT&T Real Yellow Pages will supply the Agency with a tab (8.46875" wide x 9.90625" tall) which will appear immediately prior to the first page of the 28-page Recycling Guide. THE LOCATION OF THE TAB IMMEDIATELY PRIOR TO THE FIRST PAGE OF THE GUIDE is critical to the flow of the publication. The Agency will supply camera ready artwork.
- The tab will be printed on heavy white cover stock, similar to the Sonoma County Waste Management Agency's tab in 2007 AT&T Real Yellow Pages.
- Two die-cut portions of the tab will be imprinted with special messages:
  1. Regardless of which advertiser is selected for the front side of the tab, the back and front side of one die-cut will read "RECYCLING GUIDE."

2. The Agency's second die-cut (on the back side only) will read "Sonoma County Waste Management Agency."

The tab includes a separate contract and is contingent upon the sale of the front side of the tab.

Yours truly,

Mike Lee, General Manager San Francisco, 415 267-5000



AT&T Real Yellow Pages Directory Distribution Area. Map Boundary Areas Are Approximate.

1- Applied Geographic Solutions Inc. 2000 Census, 2007 estimates. Claritas CAS 2006. Online data is Claritas CAS 2005.

2- Delivery quantities and area of distribution are projections based on prior experience and ongoing market analysis and reflect the estimated number of directories necessary to accomplish general delivery in the distribution area. The actual number and type of directories printed and delivered, and the area of distribution, may vary due to Publisher's ongoing assessment of business and market conditions. It is possible that not all directories printed will be distributed.

**Advertise in the AT&T Real Yellow Pages and online at YELLOWPAGES.COM**

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## Total Market Coverage

### General Distribution to Households, Businesses and New Movers

## Local Demographics <sup>1</sup>

Adult Population.....	<b>358,512</b>
Households.....	<b>173,006</b>
New Movers.....	<b>28,515</b>
Turnover Rate.....	<b>16.5%</b>
Businesses.....	<b>23,630</b>

**Online:**

HH with computers.....	85%	146,225
Have Internet access* .....	83%	143,836

\* Access from homes, businesses, institutions, etc.

## Initial & Secondary Distribution <sup>2</sup>

Initial Distribution Projection.....	<b>242,500</b>
--------------------------------------	----------------

General Distribution to Households, Businesses, & Government Agencies within the area shown, regardless of their Telco provider.

**Secondary Distribution Projection..... 80,000**

General Distribution to New Movers (Households and Businesses) In and Out of Market Requests, and may include other on-going distribution efforts, such as Replacement of worn directories, Trade shows, Point of Purchase displays and Rack Distribution.

**Total Mini Distribution Projection..... 175,000**

Mini directories are delivered primarily to residences during initial distribution. Geographic areas targeted for Mini distribution are associated with frequent Yellow Pages usage and typically represent densely populated areas.

Projected Total.....	<b>497,500</b>
----------------------	----------------

**Effective Date: 07/17/2007**



**VITAL STATISTICS**

Population .....	465,904
Average Household Income .....	79,570
Births ... 6,301	Deaths ... 3,746

**POPULATION BY RACE**

White .....	396,186	American Indian	3,487
Asian .....	18,156	Other .....	42,105
African American .	5,970	Hispanic Origin*.	103,334

\*Number that self identified as Hispanic Origin from all listed race groups.

**POPULATION BY AGE**

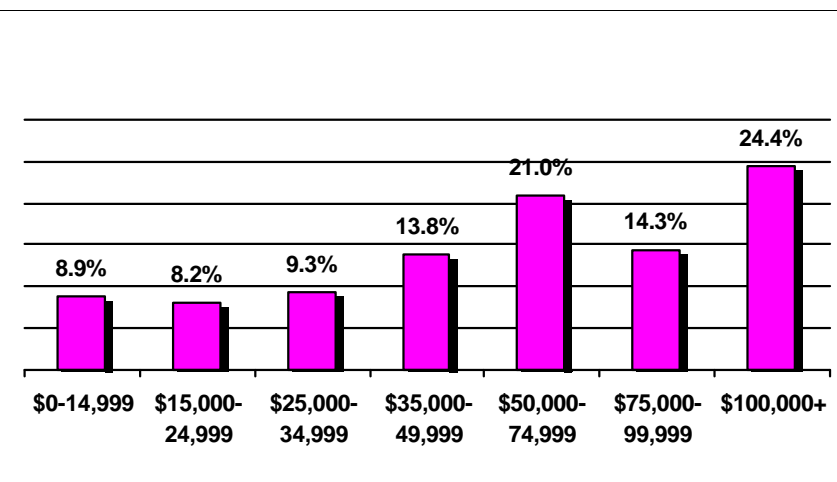
0 - 4 years .....	28,167	45 - 54 years ....	73,879
5 - 17 years .....	73,044	55 - 64 years ....	57,760
18 - 24 years .....	46,679	65 - 74 years ....	28,871
25 - 34 years .....	57,431	75 - 84 years ....	19,831
35 - 44 years .....	63,747	85 & Greater ...	10,312

**TOP 10 BUSINESS ESTABLISHMENTS**

Health Services .....	2,237
Heavy Construction .....	1,161
Real Estate .....	1,030
Business Services .....	996
Legal Services .....	893
Social Services .....	819
Eating & Drinking Places .....	763
Depository Institutions .....	681
Wholesale Trade Durable Goods .....	681
Auto Repair-Services & Parking .....	638

**EDUCATION OF ADULTS OVER 25**

Completed 0 - 8 Years Elementary School .....	5.0%
Attended High School, No Diploma .....	4.7%
High School Graduate .....	22.7%
Attended College (<4 Year Degree) .....	33.8%
College Degree (4+ Years) .....	33.8%

**HOUSEHOLD INCOMES**

Note: Bar graphs not true-to-scale. Shaded areas for comparative purposes only.

**HOUSING**

Average Home Value .....	624,448
Owner-Occupied Housing Units .....	114,200
Renter-Occupied Housing Units .....	58,807

**HOUSING UNITS BUILT**

1999 - 2000 .....	3,468	1970 - 1979 .....	41,643
1995 - 1998 .....	9,758	1950 - 1969 .....	44,805
1990 - 1994 .....	15,781	1949 or Earlier ...	26,684
1980 - 1989 .....	37,072		

Source: Applied Geographic Solutions Inc. 2000 Census, 2007 estimates. Claritas CAS 2006.

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## PROJECTED MONTHLY DOLLARS SPENT

Accountants/CPA's/Attorneys .....	1,735,319	Lawn Care Services .....	1,492,677
Airline Tickets .....	6,532,202	Lawn Mowers .....	1,489,052
Appliances - Major .....	4,415,847	Lighting Fixtures - Retail .....	339,863
Appliances - Small .....	19,465,871	Liquor - Retail .....	10,342,058
Automobile Body Repair .....	741,635	Moving and Storage .....	738,243
Automobile Dealers - New .....	20,823,185	Mufflers & Exhaust Systems ....	394,633
Automobile Repair/Maintenance ...	13,396,616	Oil Change Service .....	1,135,778
Automobile Transmissions .....	1,050,911	Opticians and Optometrists ....	2,752,381
Automobile - Parts & Supplies .....	1,128,030	Paint and Wallpaper - Retail ....	1,140,825
Automobile - Renting .....	869,181	Pet Shops .....	2,319,783
Automobiles - Used .....	14,615,652	Pharmacies .....	7,819,932
Beauty Salons & Barber Shops ....	8,385,961	Physicians and Surgeons .....	3,316,694
Bicycles .....	423,068	Plumbing ( Including Drain/ Sewer Cleaning) .....	1,029,813
Boat Dealers/Campers .....	4,601,709	Restaurants .....	53,829,913
Caterers .....	1,293,245	Roofing - Contractors .....	1,401,560
Computers - Hardware .....	6,059,447	Stereo and Audio Equipment ...	1,453,497
Computers - Software .....	471,206	Televisions .....	2,117,926
Dentists .....	4,770,764	Tires (Including Alignment and Balancing) .....	2,670,822
Floor Coverings .....	1,358,564	Truck Dealers - New .....	24,692,387
Florists - Retail .....	1,245,346	Veterinarians .....	1,810,375
Funeral Directors .....	1,582,658	Video Recorders & Players .....	874,537
Furniture - New .....	10,542,218	Video Rental and Related Services-Sale .....	1,378,097
Hospitals (Excluding Physicians and Surgeons) .....	2,058,743		
Insurance .....	26,474,138		
Jewelry - Retail .....	708,275		

Projected Dollars Spent are calculated using modeled data to estimate consumer expenditures. It is meant to provide a preliminary representation of the market and should not be used as a basis to predict market trends or purchases.

Source: Applied Geographic Solutions Inc. 2000 Census, 2007 estimates. Claritas CAS 2006.

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Last Month in  
Sonoma County, California

**1,786,584**

references were made to  
the Yellow Pages.

**1,070,164**

referred to one or more  
Yellow Pages advertisements.

59.9% of Yellow Pages references

**905,798**

had a decision to make or could  
be influenced by what they saw  
in the Yellow Pages.

50.7% of Yellow Pages references

**1,461,426**

contacted a store or business  
seen in the Yellow Pages.

81.8% of Yellow Pages references

**802,176**

purchases were made as a  
result of Yellow Pages reference.

44.9% of Yellow Pages references

\*Source:

1997-2005 YPA National Yellow Pages ongoing study conducted by KN/SRI. Assumes local market usage levels are similar to national usage levels. Findings should not be used to make revenue projections for specific businesses in specific markets.

## HOME COMPUTERS AND INTERNET

	Number of Households	% of Households		Number of Households	% of Households
<sup>1</sup> Total Households with PC's: . . . . .	146,225	85%	<sup>1</sup> Have Internet Access*: . . . . .	143,836	83%
Search Internet Yellow Pages 1/Month: . .	52,198	30%	* Access from homes, businesses, institutions, etc.		
Search Internet Yellow Pages 3/Month: . .	68,422	40%			
Internet Purchase Once Per Month: . . . .	74,000	43%			
Internet Purchase 3 Times Per Month: . .	86,549	50%			
			Number Of Households: 173,006		

Source: Applied Geographic Solutions Inc. 2000 Census, 2007 estimates. Claritas CAS 2006.

<sup>1</sup>Source: Applied Geographic Solutions Inc. 2000 Census, 2007 estimates. Claritas CAS 2005.

## YELLOW PAGES USAGE BY CATEGORY

Adult Population Of Area Covered By Directory 358,512

Local Yellow Pages References Per Month 1,786,584

Product/Service Category	Total Market Monthly References	% Who Looked At A Yellow Pages Ad	% With No Particular Firm Name In Mind	% Who Made A Contact	% Who Made A Purchase	Monthly Purchases
Air Conditioning Contractors (61)	5,020	77%	56%	86%	56%	2,801
Airlines (34)	9,165	47%	51%	97%	52%	4,729
Apartments (60)	5,110	65%	63%	81%	18%	920
Appliances-Major-Dealers (46)	6,271	76%	59%	92%	49%	3,098
Appliances-Major-Repair (43)	6,610	77%	66%	88%	64%	4,217
Attorneys/Lawyers (6)	38,376	69%	55%	75%	30%	11,628
Auto Body Repair & Painting (48)	6,074	69%	51%	90%	49%	2,995
Auto Dealers New & Used (7)	35,267	65%	43%	88%	42%	14,777
Auto Renting & Leasing (30)	9,898	83%	71%	92%	60%	5,909
Auto Wrecking (62)	4,967	74%	68%	89%	51%	2,513
Automobile Parts New & Used (3)	69,802	72%	68%	96%	68%	47,744
Automobile Repairing & Service (4)	55,348	71%	54%	92%	63%	34,814
Banks (15)	18,563	54%	17%	89%	32%	5,847
Beauty Salons (11)	28,746	59%	36%	89%	62%	17,823
Book Dealers-Retail (71)	4,359	61%	58%	89%	63%	2,764
Building Materials (56)	5,217	69%	62%	90%	60%	3,151
Carpet & Rug Cleaners (23)	12,524	79%	64%	77%	50%	6,199
Carpet & Rug Dealers (67)	4,556	80%	62%	78%	45%	2,050

Source:

1997-2005 YPA National Yellow Pages ongoing study conducted by KN/SRI. Assumes local market usage levels are similar to national usage levels. Findings should not be used to make revenue projections for specific businesses in specific markets.

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Effective Date: 07/17/2007



Advertise in the AT&amp;T Real Yellow Pages and online at YELLOWPAGES.COM

## YELLOW PAGES USAGE BY CATEGORY

Adult Population Of Area Covered By Directory 358,512

Local Yellow Pages References Per Month 1,786,584

Product/Service Category	Total Market Monthly References	% Who Looked At A Yellow Pages Ad	% With No Particular Firm Name In Mind	% Who Made A Contact	% Who Made A Purchase	Monthly Purchases
Child Care/Day Care Centers (39)	7,254	75%	63%	87%	31%	2,270
Chiropractors, DC (62)	4,967	58%	40%	85%	54%	2,697
Churches (22)	13,364	43%	34%	76%	19%	2,539
Computers-Dealers (53)	5,646	73%	64%	84%	39%	2,207
Dentists (8)	30,979	61%	42%	83%	43%	13,414
Department Stores (13)	27,335	48%	25%	90%	59%	16,045
Dry Cleaning (70)	4,449	70%	59%	90%	59%	2,638
Electrical Contractors (25)	10,862	79%	74%	80%	50%	5,377
Electronic Equipment & Supplies-Dlrs (37)	7,664	62%	54%	86%	53%	4,047
Employment Agencies (41)	6,718	77%	58%	89%	23%	1,538
Florists/Retail (16)	18,330	73%	53%	93%	80%	14,646
Furniture-Retail & Non-Specific (24)	11,238	79%	54%	80%	31%	3,506
General Contractors (32)	9,665	63%	70%	77%	23%	2,184
Glass-Auto, Plate, Window, Etc. (27)	10,648	81%	70%	85%	52%	5,494
Golf Courses-Public (52)	5,914	52%	47%	95%	66%	3,915
Grocers-Retail (32)	9,665	46%	23%	86%	60%	5,838
Hardware-Retail (20)	14,686	60%	51%	91%	70%	10,280
Heating Contractors (54)	5,503	72%	50%	82%	48%	2,619
Home Improvements (35)	8,325	82%	77%	85%	47%	3,871
Hospitals (9)	30,211	55%	17%	89%	24%	7,372
Hotels (28)	10,237	68%	57%	88%	43%	4,443
Insurance (12)	27,531	70%	46%	86%	38%	10,572
Internet (94)	3,323	79%	73%	71%	36%	1,186
Landscape Contractors (31)	9,719	79%	69%	83%	34%	3,334
Lawn Maintenance (51)	5,931	79%	66%	82%	44%	2,580
Lumber-Retail (29)	10,076	65%	58%	90%	56%	5,653
Motels (57)	5,199	74%	53%	87%	45%	2,340
Motorcycles (80)	3,788	75%	55%	95%	51%	1,913
Movers (90)	3,466	85%	82%	83%	45%	1,542
Nursing Homes (57)	5,199	47%	44%	79%	11%	572

## Source:

1997-2005 YPA National Yellow Pages ongoing study conducted by KN/SRI. Assumes local market usage levels are similar to national usage levels. Findings should not be used to make revenue projections for specific businesses in specific markets.

## YELLOW PAGES USAGE BY CATEGORY

Adult Population Of Area Covered By Directory 358,512

Local Yellow Pages References Per Month 1,786,584

Product/Service Category	Total Market Monthly References	% Who Looked At A Yellow Pages Ad	% With No Particular Firm Name In Mind	% Who Made A Contact	% Who Made A Purchase	Monthly Purchases
Optometrists/Optometrists O.D. (55)	5,449	57%	38%	91%	58%	3,166
Pest Control Services/Exterminators (45)	6,325	78%	65%	83%	57%	3,605
Pet Grooming (50)	5,967	63%	50%	86%	64%	3,801
Pet Shops (93)	3,377	70%	56%	90%	60%	2,012
Pharmacies (19)	15,668	46%	31%	89%	59%	9,276
Photographers - Portrait (78)	3,805	77%	48%	85%	48%	1,827
Physicians & Surgeons (2)	144,517	51%	30%	80%	40%	57,951
Pizza (5)	44,164	62%	37%	96%	85%	37,628
Plumbing Contractors (10)	30,050	75%	65%	88%	63%	19,022
Real Estate (26)	10,827	70%	57%	79%	25%	2,750
Rental Service-Stores & Yards (42)	6,682	82%	62%	92%	63%	4,223
Restaurants (1)	165,277	58%	37%	86%	67%	110,074
Roofing Contractors (36)	8,200	78%	76%	80%	33%	2,690
Service Stations-Gasoline & Oil (81)	3,734	58%	33%	81%	55%	2,042
Sporting Goods (38)	7,593	69%	58%	92%	57%	4,336
Taxicabs (49)	6,039	75%	69%	92%	68%	4,106
Television-Cable, CATV & Satellite (44)	6,342	59%	35%	89%	45%	2,835
Theaters (17)	17,098	41%	48%	91%	65%	11,131
Tire Dealers (18)	16,240	80%	57%	91%	60%	9,760
Transmissions-Automobile (88)	3,484	72%	61%	88%	58%	2,035
Travel Agencies & Bureaus (66)	4,574	69%	58%	93%	48%	2,186
Tree Service (64)	4,842	83%	81%	79%	45%	2,198
Veterinarians (14)	21,225	60%	42%	92%	59%	12,565
Video Tapes & Discs-Rent & Lease (69)	4,538	55%	56%	91%	60%	2,723

## Source:

1997-2005 YPA National Yellow Pages ongoing study conducted by KN/SRI. Assumes local market usage levels are similar to national usage levels. Findings should not be used to make revenue projections for specific businesses in specific markets.

RESOLUTION NO.: 2008-

DATED: January 16, 2008

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY"),  
APPROVING THE AGREEMENTS FOR INSERT ADVERTISING, PUBLISHING AND  
DISTRIBUTING THE RECYCLING GUIDE BETWEEN THE AGENCY AND  
AT&T YELLOW PAGES ("AT&T")

WHEREAS, all Agency member jurisdictions in Sonoma County have committed to educating all residents in the county as to how they can reduce, recycle and reuse; and

WHEREAS, the Agency has produced the Recycling Guide as a service to the community for the past fourteen years; and

WHEREAS, the Agency recognizes the great potential of distributing this information through the telephone book; and

WHEREAS, the Agency desires to contract with AT&T Yellow Pages to publish and distribute the 2008 Recycling Guide for \$40,700.00.

NOW THEREFORE, BE IT RESOLVED that the Agency authorizes the Agency Chairman to execute an agreement with AT&T Yellow Pages to publish and distribute the 2008 Recycling Guide, subject to Agency counsel review and approval, in the amount not to exceed \$40,700.

MEMBERS:

-- Cloverdale	-- Cotati	-- County	-- Healdsburg	-- Petaluma
-- Rohnert Park	-- Santa Rosa	-- Sebastopol	-- Sonoma	-- Windsor

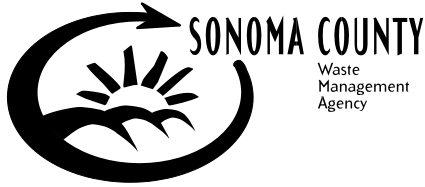
AYES: - - NOES: - - ABSENT: - - ABSTAIN: - -

SO ORDERED.

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

ATTEST: DATE:

\_\_\_\_\_  
Elizabeth Koetke  
Clerk of the Sonoma County Waste Management  
Agency of the State of California in and for the  
County of Sonoma



**Agenda Item #: 6.3**  
**Cost Center: Education**  
**Staff Contact: Chilcott**  
**Agenda Date: 1/16/08**

**ITEM: AT&T Yellow Pages Contract for the Recycling Guide Tab**

**I. BACKGROUND**

There are two separate contracts with AT&T Yellow Pages: (1) the 28-page Recycling Guide and, (2) the tab. This agenda item covers the tab for the Recycling Guide in the Yellow Pages.

In order to make the 28-page Recycling Guide more visible and easier to find within the AT&T Yellow Pages phone book, the Agency has coordinated purchase of a die-cut tab for the last five years. Historically, from 2003-07, the total cost for purchase of one side of the tab was \$18,000. In 2008, AT&T Yellow Pages changed printing contracts, and as a result the cost for the tab increased by 5% or \$18,900.

To help share the expense of the tab, the County's private waste management companies agreed to pay \$12,600 towards the tab. This year, many of the same companies have generously agreed to commit similar funding.

**II. DISCUSSION**

In 2008, AT&T has agreed to keep the rate for this service the same. The 2008 28-page Guide package includes the following:

Company	Size of ad	Contribution
GreenWaste Recovery	3.5" x 3.5"	\$3,150
Industrial Carting	3.5" x 3.5"	\$3,150
North Bay Corp	3.5" x 5.4"	\$4,725
Sonoma Compost Company	1.6" x 3.5"	\$1,575
TOTAL PRIVATE CONTRIBUTIONS		\$12,600
TOTAL AGENCY CONTRIBUTION		\$6,300
TOTAL COST OF THE TAB		\$18,900

**III. FUNDING IMPACT**

The proposed contract with AT&T Yellow Pages is within the amount budgeted in the Education cost center 799411-6540 FY 07/08 for this project.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Agency staff recommends the Board approve the resolution for the phone book tab with *AT&T Yellow Pages* and authorize the Chair to sign the agreement.

V. ATTACHMENTS

Resolution approving the contract for the *Recycling Guide* tab.



RESOLUTION NO.: 2008-

DATED: January 16, 2008

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY"), APPROVING THE AGREEMENT FOR THE RECYCLING GUIDE TAB IN THE AT&T YELLOW PAGES ("AT&T") PHONE BOOK.

WHEREAS, all Agency member jurisdictions in Sonoma County have committed to educating all residents in the county as to how they can reduce, recycle and reuse; and

WHEREAS, the Agency has produced the Recycling Guide as a service to the community for the past fourteen years; and

WHEREAS, the Agency recognizes the great potential of distributing this information in a highly visible manner by beginning the Recycling Guide section of the AT&T Yellow Pages phone book with a tab, and

WHEREAS, the Agency desires to contract with AT&T to print, publish and distribute the 2008 Recycling Guide tab for \$18,900.

NOW THEREFORE, BE IT RESOLVED that the Agency authorizes the Agency Chairman to execute an agreement with AT&T Yellow Pages for the 2008 Recycling Guide tab, subject to Agency counsel review and approval, in an amount not to exceed \$18,900.

MEMBERS:

--	--	--	--	--
Cloverdale	Cotati	County	Healdsburg	Petaluma
--	--	--	--	--
Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor

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

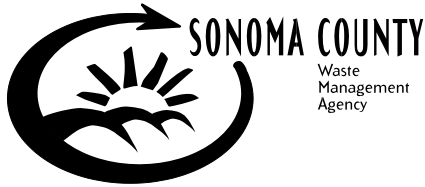
SO ORDERED.

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

ATTEST:

DATE:

\_\_\_\_\_  
Elizabeth Koetke  
Clerk of the Sonoma County Waste Management  
Agency of the State of California in and for the  
County of Sonoma



**Agenda Item #:6.4**  
**Cost Center: HHW,Ed.,Contin.**  
**Staff Contact: Wells**  
**Agenda Date: 1/16/2008**

**ITEM: Appropriation Transfers Recognizing Grant Funding**

**I. BACKGROUND**

After the Agency budget was approved along with the technical adjustments, staff received notification that the Agency has been awarded three new grants. They are:

HD16C – Coordination Grant or “sharps” grant

HD16 F – Infrastructure

RU11 – SonoMax grant

**II. DISCUSSION**

**HD16C**

The Agency applied for and was awarded a grant for \$7,000. The role of the Agency is to act as the fiscal sponsor for the Sonoma County Department of Health Services, Prevention & Planning Division (SCDHS) in order to develop a countywide “sharps” (syringe and needle) collection strategy.

Household Hazardous Waste (HHW) Coordination Grants are non-competitive grants offered to California counties annually by the California Integrated Waste Management Board. This offering is a single-year grant (beginning FY 2007/08) with a maximum \$7,000 award, based on Sonoma County’s population. There is no requirement for in-kind or matching funds.

**HD16F**

The Sonoma County Waste Management Agency applied for and was awarded a grant from the California Integrated Waste Management Board for \$200,000 the grant funds are to be used to perform the feasibility, siting, and planning necessary for up to five proposed new HHW collection/storage facilities as described in the Household Hazardous Waste Program Benchmarking and Program Evaluation Report by Sweetser & Associates and Special Waste Associates Household Hazardous Waste (HHW)

Infrastructure Grants are competitive grants offered to California public agencies annually by the California Integrated Waste Management Board. This offering is a multi-year grant (beginning FY 2007/08) with a maximum \$200,000 award. There is no requirement for in-kind or matching funds.

**RU11**

The California Integrated Waste Management Board has made available grant funding that would allow further development of the SonoMax website; the Sonoma County Waste Management Agency applied for and was awarded grant funding in the amount of \$16,600. These funds will be used to further develop the website

### III. FUNDING IMPACT

There is no direct funding impact for this requested action, beyond staff time necessary for preparing the grant application. The Agency will include reimbursement of the grant administration cost in the grant application and will propose matching funds from the FY 07-08 HHW budget to make the grant application more competitive while significantly leveraging the Agency's limited funds.

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Approve the appropriation transfers in order to include the anticipated grant funds in the FY 07-08 Budget.

### V. ATTACHMENTS

Appropriation Transfer for HD16C – Coordination Grant or “sharps” grant  
Appropriation Transfer for HD16 F – Infrastructure  
Appropriation Transfer for RU11 – SonoMax grant

SPECIAL DISTRICTS GOVERNED BY  
LOCAL BOARDS - BUDGETARY REVISIONS

Resolution No. 2008-

District Name: Sonoma County Waste Management Agency (JPA)  
Address: 2300 County Center Dr., Ste. B100  
Santa Rosa, CA 95403  
Phone: 565-2413  
FY: 2007-08

For Auditor's Use Only  
DOCUMENT # \_\_\_\_\_

BATCH # \_\_\_\_\_

BATCH DATE \_\_\_\_\_

	TC	INDEX	SUB-OBJECT	SUB-OBJECT TITLE	AMOUNT
TO:	203	799312	6500	Professional Services	\$7,000
FROM:	002	799312	2500	State-Other HD16C	\$7,000

WHEREAS, the one mission of the Sonoma County Waste Management Agency is remove hazardous material from the waste stream and dispose of it properly; and

WHEREAS, a grant was made available from the California Integrated Waste Management Board to assist with that goal; and

WHEREAS, Sonoma County Waste Management Agency applied for and was awarded a grant for \$7,000; and

WHEREAS, the role of the Agency is to act as the fiscal sponsor for the Sonoma County Department of Health Services, Prevention & Planning Division (SCDHS) in order to develop a Countywide "sharps" (syringe and needle) collection strategy.

NOW, THEREFORE, BE IT RESOLVED, the County Auditor is hereby authorized and directed to make all necessary operating transfers and the above transfer within the authorized budget of the Sonoma County Waste Management Agency (JPA).

The foregoing resolution was introduced by DIRECTOR ( x ) TRUSTEE ( )

\_\_\_\_\_, who moved its adoption, seconded by

\_\_\_\_\_, and adopted on roll call by the following vote:

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

WHEREUPON, the Chairperson declared the foregoing resolution adopted, and SO ORDERED.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Secretary/Clerk of the Board Chairperson

SPECIAL DISTRICTS GOVERNED BY  
LOCAL BOARDS - BUDGETARY REVISIONS

Resolution No. 2008-

District Name: Sonoma County Waste Management Agency (JPA)  
Address: 2300 County Center Dr., Ste. B100  
Santa Rosa, CA 95403  
Phone: 565-2413  
FY: 2007-08

For Auditor's Use Only  
DOCUMENT # \_\_\_\_\_

BATCH # \_\_\_\_\_

BATCH DATE \_\_\_\_\_

	TC	INDEX	SUB-OBJECT	SUB-OBJECT TITLE	AMOUNT
TO:	203	799338	6500	Professional Services	\$200,000
FROM:	002	799338	2500	State-Other HD16F	\$200,000

WHEREAS, the Sonoma County Waste Management Agency applied for and was awarded a grant from the California Integrated Waste Management Board for \$200,000; and

WHEREAS, the grant funds are to be used to perform the feasibility, siting, and planning necessary for up to five proposed new HHW collection/storage facilities as described in the Household Hazardous Waste Program Benchmarking and Program Evaluation Report by Sweetser & Associates and Special Waste Associates; and

WHEREAS, funding was not budgeted in the FY 07-08 budget because the grant was awarded after the budgeting process.

NOW, THEREFORE, BE IT RESOLVED, the County Auditor is hereby authorized and directed to make all necessary operating transfers and the above transfer within the authorized budget of the Sonoma County Waste Management Agency (JPA).

The foregoing resolution was introduced by DIRECTOR ( x ) TRUSTEE ( )

\_\_\_\_\_, who moved its adoption, seconded by

\_\_\_\_\_, and adopted on roll call by the following vote:

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

WHEREUPON, the Chairperson declared the foregoing resolution adopted, and SO ORDERED.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Secretary/Clerk of the Board Chairperson

SPECIAL DISTRICTS GOVERNED BY  
LOCAL BOARDS - BUDGETARY REVISIONS

Resolution No. 2008-

District Name: Sonoma County Waste Management Agency (JPA)  
Address: 2300 County Center Dr., Ste. B100  
Santa Rosa, CA 95403  
Phone: 565-2413  
FY: 2007-08

For Auditor's Use Only  
DOCUMENT # \_\_\_\_\_

BATCH # \_\_\_\_\_

BATCH DATE \_\_\_\_\_

	TC	INDEX	SUB-OBJECT	SUB-OBJECT TITLE	AMOUNT
TO:	203	799411	6500	Contract Services	\$16,600
FROM:	002	799411	2500	State-Other RU11	\$16,600

WHEREAS, the Sonoma County Waste Management Agency has developed and maintained a listing, both in print and on a website, for materials available for reuse and/or sale called the SonoMax; and

WHEREAS, the California Integrated Waste Management Board has made available grant funding that would allow further development of the SonoMax website; and

WHEREAS, the Sonoma County Waste Management Agency applied for and was awarded grant funding in the amount of \$16,600.

NOW, THEREFORE, BE IT RESOLVED, the County Auditor is hereby authorized and directed to make all necessary operating transfers and the above transfer within the authorized budget of the Sonoma County Waste Management Agency (JPA).

The foregoing resolution was introduced by DIRECTOR ( x ) TRUSTEE ( )

\_\_\_\_\_, who moved its adoption, seconded by

\_\_\_\_\_, and adopted on roll call by the following vote:

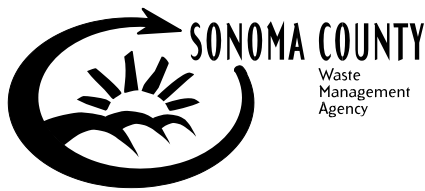
\_\_\_\_\_  
Cloverdale      \_\_\_\_\_  
Cotati      \_\_\_\_\_  
Healdsburg      \_\_\_\_\_  
Rohnert Park      \_\_\_\_\_  
Petaluma

\_\_\_\_\_  
Santa Rosa      \_\_\_\_\_  
Sebastopol      \_\_\_\_\_  
Sonoma      \_\_\_\_\_  
Windsor      \_\_\_\_\_  
County

WHEREUPON, the Chairperson declared the foregoing resolution adopted, and SO ORDERED.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Secretary/Clerk of the Board      Chairperson



**Agenda Item #: 6.5**  
**Cost Center: Diversion**  
**Staff Contact: Carter**  
**Agenda Date: 1/16/2008**

**ITEM: Recycling Container Purchase**

**I. BACKGROUND**

In January 2000, the California Department of Conservation (DOC) appropriated \$10.5 million annually to be paid to cities and counties to support the recycling of cans and bottles. The SCWMA has administered this program for all Sonoma County jurisdictions since 2000, collecting the funds, creating agreements for beverage container collection service, and purchasing new collection containers and enclosures. Each cycle, the SCWMA staff makes the Board aware that funding is available for projects meeting the DOC's guidelines.

A proposal has been received from EcoRing Economic and Environmental Revitalization Program based in Guerneville, CA. This proposal requests recycling containers and bags to improve event and lodging establishment recycling participation in the Russian River Redevelopment Area.

**II. DISCUSSION**

EcoRing has requested 300 ClearStream recycling containers and 200 replacement collection bags from Resourceful Bag and Tag, Inc. for use in the Russian River Redevelopment Area. EcoRing is proposing to serve as a recycling container hub, creating agreements with local businesses and small event coordinators to increase recycling. EcoRing will work with the local hauler to ensure all parties are satisfied with the arrangements. Participation in the EcoRing green business program and encouragement to reuse the collection bags would be integrated into the agreements with the interested businesses.

EcoRing Economic and Environmental Revitalization Program was launched in 2006 having received a \$153,000 grant from the Sonoma County Community Development Commission to promote tourism and redevelopment in the Russian River area. According to EcoRing's Mission and Goals statement, its purpose is "to ignite a vibrant eco tourism community with participation from residents, business, local governments and visitors in the Russian River area. To this end EcoRing will facilitate the development of eco-friendly tours, events, lodging, dining, farm products and appropriate transportation by others for the Lower Russian River area while educating and aiding businesses, residents and visitors to act responsibly toward the environment." EcoRing's 501 c3 non-profit status is pending.

Funding this purchase does not enter the SCWMA into an agreement with the EcoRing Economic and Environmental Revitalization Program or guarantee future funding. Projects funded by the SCWMA through the DOC's City/County Payment Program are considered on a case-by-case basis.

**III. FUNDING IMPACT**

Purchasing 300 of the selected containers and 200 spare collection bags cost \$14,040 (\$13,000 quote + \$1,040 sales tax), leaving \$48,683 undesignated DOC grant funds in the Diversion Cost Center.

#### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board grant the Chair authority to sign a purchase order for the selected recycling containers at a cost of \$14,040.

#### V. ATTACHMENTS

Price quote for 300 recycling containers and 200 spare collection bags from Resourceful Bag and Tag, Inc.  
Resolution



DATED: January 16, 2008

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY AUTHORIZING THE PURCHASE OF RECYCLING CONTAINERS FROM PARKPACIFIC FOR USE IN THE CITY OF SANTA ROSA.

WHEREAS, the California State beverage container recycling legislation was amended by Senate Bill 332 to increase the number and types of containers with California Redemption Value and appropriated funds for distribution to jurisdictions for the express purpose of increasing the diversion of California Redemption Value containers; and

WHEREAS, the Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, and Sonoma, the Town of Windsor, and the County of Sonoma have authorized the California State Department of Conservation 2007/08 City/County Payment Program funds to be dispersed to the Sonoma County Waste Management Agency, once funds are received by their fiscal agents, for the purpose of continuing the implementation of the beverage container recycling program throughout the jurisdictions of Sonoma County; and

WHEREAS, diverting recyclables, including beverage containers, from the County disposal sites is one of the goals towards meeting the California Integrated Waste Management Act of 1989 (AB 939) diversion requirement of 50 percent by 2000; and

WHEREAS, each of the jurisdictions in the county have a mutual goal of serving the residents of Sonoma County.

NOW THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency authorizes the Agency Chair to sign a purchase order for the purchase 300 recycling containers and 200 replacement collection bags from Resourceful Bag and Tag, Inc. at a cost of \$14,040.00 for use in the City of Santa Rosa.

MEMBERS:

--	--	--	--	--
Cloverdale	Cotati	County	Healdsburg	Petaluma
--	--	--	--	--
Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor

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

SO ORDERED.

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

ATTEST:

DATE:

---

Elizabeth Koetke  
Clerk of the Sonoma County Waste Management  
Agency of the State of California in and for the  
County of Sonoma



**Resourceful  
Bag & Tag, Inc.**

makers of  
**800-872-8241**  
Fax: 708-489-2260

**Clear  
Stream™**

www.clearstreamrecycler.com

6420 W. 127th Street, Unit 212 Palos Heights, IL 60463 sales@bagandtag.com www.bagandtag.com

**Mail To: Sonoma County Waste Management**

**Ship To: Sonoma County Waste Management**

**Patrick Carter**

**2300 County Center Dr. Suite B-100**

**Santa Rosa, CA 95403**

Phone: (707) 565-3687

Fax: (707) 565-3701

<b>Each Unit (Frame &amp; Lid)</b>	44.00	43.00	42.00	<b>Each RECYCLE KIT includes :</b> <ul style="list-style-type: none"><li>• 5 Frames and 5 Lids.</li><li>• 10 Standard Decals.</li><li>• 10 Recycling Bags.</li><li>• 1 instruction sheet</li></ul>
<b>Quantity</b>	120	300	480	
<b>Number of Master Cases</b>	24 (2-pallets)	60 (5-pallets)	96 (8-pallets)	
<b>SUBTOTAL</b>	\$5,280.00	\$12,900.00	\$20,160.00	
<b>Custom print</b>				
<b>Shipping &amp; Handling</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>OPTIONS. Please Quote :</b> ____ Cases of Recycle Bags (100/case) ____ Cases of Trash Only Bags (100/case) ____ Trash frames only (no lids or extras) ____ Custom decals qty _____ # of Colors _____
<b>RUSH Service</b>				
<b>Other</b>				
<b>TOTAL</b>	\$5,280.00	\$12,900.00	\$20,160.00	

## ClearStream™ - RECYCLING KIT

QUESTIONS? CALL Pat Plecki

**Quantity Ordered:** \_\_\_\_\_ **Master Cases:** \_\_\_\_\_ (min. 1 carton)

Normal orders are shipped within 4 weeks.

**Rush delivery may be available at an additional \$150.00 charge plus additional freight.**

Prices, including freight, are good in the continental U.S. only.

Quote prices good for 30 days.

- Sales tax is the responsibility of the customer.
- Terms: Net 30 Days. 2% per month will be charged on unpaid balances.
- We accept MasterCard & Visa



**Acceptance:** \_\_\_\_\_

**Date** \_\_\_\_\_ **PO #** \_\_\_\_\_

*Please sign, add PO# and Return Your Acceptance.*



***Made entirely in the USA***

***Patent Pending***



**Resourceful  
Bag & Tag, Inc.**

800-872-8241

Fax: 708-489-2260

makers of



www.clearstreamrecycler.com

6420 W. 127th Street, Unit 212 Palos Heights, IL 60463 sales@bagandtag.com www.bagandtag.com

### **ClearStream Products Quote**

**MAIL TO:**

**Sonoma County Waste Management  
Patrick Carter  
2300 County Center Dr. Suite B-100  
Santa Rosa, CA 95403**

**SHIP TO:**

**Sonoma County Waste Management**

**Phone: (707) 565-3687**

**Fax: (707) 565-3701**

UOM	QUANTITY	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
CASE FRT. PAID	2	<u>Linear Low-Density Clear Recycle Bags – Item# CS-CRP</u> 40x46 1.25 mil Clear w/ Blue Print. Print “Recyclables Only” 5 per Roll, 20 Rolls per Case.	\$50.	\$ 100.00
CASE FRT. PAID		<u>Linear Low-Density Clear Recycle Bags – Item# CS-CPP</u> 40x46 1.50 mil Clear w/ Green Print. Print “Recyclables Only” 5 per Roll, 20 Rolls per Case.	\$53.	\$ 0.00
CASE FRT. PAID		<u>Linear Low-Density Black Trash Bags – Item # CS-BTP</u> 40x48 1.25 mil Black Bag with White Print “TRASH ONLY”, 5 per Roll, 20 rolls per Case.	\$50.	\$ 0.00
CASE FRT. PAID		<u>Linear Low-Density Clear Trash Bags – Item# CS-CTP</u> 40x48 1.25 mil Clear Bag with Black Print “TRASH ONLY”, 5 per Roll, 20 rolls per Case.	\$50.	\$ 0.00
CASE FRT. PAID		<u>High-Density Clear Recycle Bags – Item# CS-CNP</u> 40x48 .51 mil Clear Bag with No Print , 25 per Roll, 10 rolls per Case.	\$54.	\$ 0.00
TOTAL				\$ 100.00

**QUESTIONS? CALL Pat Plecki**

Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_ PO# \_\_\_\_\_

Please Sign, add PO # and fax back



Quote Prices good for 30 days – Sales Tax is the responsibility of the customer – Terms: Net 30 Days.  
Normal orders are shipped within 4 weeks.

**Rush delivery may be available at an additional \$150.00 charge plus additional freight.**

Prices, including freight, are good in the continental U.S. only



Agenda Item #: 6.6  
Cost Center: Wood/Yard  
Staff Contact: Wells  
Agenda Date: 1/16/2008

**ITEM: Agreement for Termination of the Revised Organics Material Processing and Composting Services Agreement By and Among the Sonoma County Waste Management Agency, the City of Santa Rosa and Sonoma Compost Company**

**I. BACKGROUND**

On June 16, 2004, Sonoma County Waste Management Agency (Agency), the City of Santa Rosa (City) and Sonoma Compost Company (SCC) entered into the Revised Organic Material Processing and Composting Services Agreement ("Agreement") with SCC providing prepared yard debris for use by City. Agency supports the City's use of prepared yard debris produced by SCC for City's biosolids composting program to divert this material from disposal and create valuable soil amendments.

**II. DISCUSSION**

The Agreement for Termination between Agency, City and SCC will be replaced with an agreement between City and SCC. The use of prepared yard debris by City for composting biosolids will continue under the new agreement.

The Sixth Amendment to the Organic Material Processing, Composting and Marketing Services Agreement by and between the County of Sonoma, Agency and SCC, another item on the Agenda, will eliminate the need for this separate agreement between City of Santa Rosa, SCC and Agency.

**III. FUNDING IMPACT**

The net funding impact to the Agency from approval of the Termination Letter and the Sixth Amendment with SCC will be negligible. The elimination of the \$5/ton payment to the City of Santa Rosa will be offset by an increase to the payment to Sonoma Compost for Prepared Yard Debris and the hauling of that material to the Laguna Compost Facility.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends that the Chair sign the Agreement for Termination for the Revised Organics Material Processing and Composting Services Agreement By and Among the Sonoma County Waste Management Agency, the City of Santa Rosa and Sonoma Compost Company.

**V. ATTACHMENTS**

Agreement for Termination for the Revised Organics Material Processing and Composting Services Agreement By and Among the Sonoma County Waste Management Agency, the City of Santa Rosa and Sonoma Compost Company.

TERMINATION OF THE REVISED ORGANIC MATERIAL PROCESSING AND  
COMPOSTING SERVICES AGREEMENT BY AND AMONG THE SONOMA COUNTY  
WASTE MANAGEMENT AGENCY, THE CITY OF SANTA ROSA AND SONOMA  
COMPOST COMPANY

This Termination of the Revised Organic Material Processing and Composting Services Agreement by and among the Sonoma County Waste Management Agency, a joint powers agency ("Agency"), the City of Santa Rosa, a Charter City ("City"), and Sonoma Compost Company, a California limited liability corporation ("SCC"), is effective as of January \_\_\_\_, 2008 ("Effective Date")

R E C I T A L S

WHEREAS, on June 16, 2004, Agency, City and SCC entered into that certain Revised Organic Material Processing and Composting Services Agreement ("Agreement") whereby SCC provides prepared yard debris for use by the City; and

WHEREAS, Agency, City and SCC desire to terminate the Agreement in order to revise the arrangement between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Agency, City and SCC do hereby agree as follows:

A G R E E M E N T

1. Notwithstanding Section 3.3.1 of the Agreement, the parties hereby agree to terminate the Agreement as of the above listed Effective Date. City agrees to waive the requirement for ninety (90) days notice and accompanying payment during the notice period.

IN WITNESS WHEREOF, this Termination has been executed by the duly authorized representatives of all parties as of the Effective Date.

AGENCY: SONOMA COUNTY WASTE  
MANAGEMENT AGENCY

By: \_\_\_\_\_  
Chair, Sonoma County Waste Management Agency

City: CITY OF SANTA ROSA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCC: SONOMA COMPOST COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO SUBSTANCE FOR AGENCY:

By: \_\_\_\_\_  
Executive Director of Agency

APPROVED AS TO FORM FOR AGENCY:

By: \_\_\_\_\_  
Agency Counsel

APPROVED AS TO FORM FOR CITY:

By: \_\_\_\_\_  
City Attorney



<b>Agenda Item #:</b>	<b>6.7</b>
<b>Cost Center:</b>	<b>Wood/Yard</b>
<b>Staff Contact:</b>	<b>Wells</b>
<b>Agenda Date:</b>	<b>1/16/2008</b>

**ITEM: Sixth Amendment to the Sonoma Compost Company Agreement**

**I. BACKGROUND**

An agreement between the County of Sonoma (County), the Sonoma County Waste Management Agency (SCWMA), and the Sonoma Compost Company (Contractor) for Organic Material Processing, Composting and Marketing Services (Agreement) was entered into on September 28, 1999. This Agreement fulfills part of the SCWMA's obligation to provide a regional composting program to convert yard debris and wood waste into organic marketable products at the composting facility currently located at the Central Disposal Site. Amendments to this Agreement have been approved as follows:

- July 11, 2000 – the First Amendment (A) modified a new work surface, a termination provision and Exhibit B.
- February 20, 2002 – the First Amendment (B) identified new, finished products ("Specialty Products") and set revenue allocation or sharing methods for these products.
- March 17, 2004 – the Second Amendment approved an increase to the payment for wood waste processing, from \$12 per ton of material delivered to the compost facility to \$20 per ton for fuel products and \$22 per ton for non-fuel wood chip products.
- April 21, 2004 – the Third Amendment allowed for an expansion and/or relocation of the composting processing site, extended the term of the agreement to November 15, 2010, and created a new yard debris product designed for use by the City of Santa Rosa's Laguna Composting Facility.
- June 16, 2004 – the Fourth Amendment added new language to the Agreement regarding prevailing wages.
- July 12, 2005 – the Fifth Amendment added new definitions in order to add a Construction and Demolition Program ("C&D") and establish partial reimbursement to the Agency for transportation costs associated with hauling green waste from the transfer stations to the Central Disposal Site.

**II. DISCUSSION**

The changes proposed in the Sixth Amendment are to (1) amend the definition of "Prepared Yard Debris" to a product that would be agreeable to City for use as a bulking agent in their biosolids composting program, (2) changed the amount of process material delivered per week from 350 tons to 200 tons and (3) amend the compensation to Contractor for the prepared yard debris to include an inflation computation and a trigger for rate change like the other products produced by Contractor.

This Amendment to the Agreement is desirable because City is in need of a bulking agent for their biosolids program composting. The product produced by Contractor is preferable and is convenient with Contractor being very close in location. At the same time, Contractor has enough material to accommodate this request:

### III. FUNDING IMPACT

The net funding impact to the Agency with both actions (this Sixth Amendment with Sonoma Compost Company and the termination of the agreement with the City of Santa Rosa (Agenda Item # 6.6) will be negligible. Under the current agreement, SCC receives \$24/ton for processing and \$5/ton for hauling the material to the Laguna Treatment Facility for a total of \$29/ton. Under the new agreement, SCC will receive \$29.31/ton, which is the rate described in the agreement.

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the Sixth Amendment to the Sonoma Compost Company Agreement. The changes proposed streamline the administration of the program and reduce staff workload with a negligible impact on Agency budget.

### IV. ATTACHMENTS

Sixth Amendment to the Sonoma Compost Company Agreement  
Exhibit C-2  
Resolution



**SIXTH AMENDMENT TO AGREEMENT FOR ORGANIC MATERIAL  
PROCESSING, COMPOSTING AND MARKETING SERVICES WITH THE SONOMA  
COMPOST COMPANY**

This Sixth Amendment to Agreement for Organic Material Processing, Composting and Marketing Services ("Amendment") dated as of \_\_\_\_\_, 2008 ("Sixth Amendment Effective Date"), is by and among the Sonoma County Waste Management Agency ("Agency"), a joint powers agency, the Sonoma Compost Company ("Contractor"), and the County of Sonoma ("County"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement, as amended.

WHEREAS, Agency, County and Contractor entered into that certain Organic Material Processing, Composting and Marketing Services Agreement dated as of September 28, 1999 (hereinafter referred to as the "Original Agreement") in order to provide composting services for the Agency for yard debris and wood waste and marketing the finished products; and

WHEREAS, Agency, Contractor and County entered into that certain First Amendment to Agreement dated as of July 11, 2000 ("the First Amendment A") to: (a) modify Exhibit A to relocate the office and retail sales area; (b) provide for improvements to the working surface; (c) modify a termination provision; and (d) modify Exhibit B; and

WHEREAS, Agency and Contractor entered into that certain Amendment erroneously titled First Amendment to Agreement dated as of February 20, 2002 (the "First Amendment B") to (a) identify new finished products (Specialty Products) and (b) set revenue allocation or sharing methods for these products; and

WHEREAS, Agency, Contractor and County entered into that certain Second Amendment dated March 23, 2004 (the "Second Amendment") to: (a) increase the fees paid to Contractor for processing wood waste; (b) ratify the First Amendment; and (c) revise certain other terms; and

WHEREAS, Agency, Contractor and County entered into that certain Third Amendment to Agreement dated as of April 27, 2004 (the "Third Amendment") in order to: (a) extend the term to November 15, 2010; (b) allow County to relocate the Facility if needed; (c) allow Contractor to expand the area of the Facility by approximately three (3) acres in the event the Facility is not relocated; and (d) revise certain other terms; and

WHEREAS, Agency, Contractor and County entered into that certain Fourth Amendment to Agreement dated as of July 20, 2004 (the "Fourth Amendment") in order to add Article 2, Section 2.7, Prevailing Wages as defined in Section 1720(a) of the Labor Code; and

WHEREAS, Agency, Contractor and County entered into that certain Fifth Amendment to Agreement dated as of July 12, 2004 (the "Fifth Amendment") in order to include pricing and language to allow Contractor to grind non-recyclable construction and demolition debris, and to establish a payment mechanism to partially reimburse Agency for transportation of yard debris and wood waste from the transfer stations to the Central Disposal Site; collectively the Original Agreement as modified by the First Amendment A & B, the Second Amendment, the Third

Amendment, the Fourth Amendment and the Fifth Amendment is referred to herein as the "Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

### A G R E E M E N T

1. Section 1, DEFINITIONS, shall be amended in part to read as follows and have the meaning set forth below:

'Prepared Yard Debris.' Prepared Yard Debris shall mean green plant debris including grass clippings, leaves, prunings, weeds, branches, brush, portions of wood and other forms of organic waste generated from landscapes and gardens. Prepared Yard Debris shall be processed through a grinder to reduce the delivered yard debris to particles and then shall be passed through a screen to remove foreign material (non-organic) contaminants and producing an average particle size mutually agreeable for use by the City of Santa Rosa as a bulking agent for composting the biosolids remaining after treatment of sewage..

2. Section 2.1.4 shall be amended to read as follows:

2.1.4 Processing Delivery Materials to the Santa Rosa Laguna Subregional Compost Facility ("Laguna Facility"). Contractor shall process incoming materials into Prepared Yard Debris and shall deliver two hundred (200) tons per week on average unless otherwise mutually agreed upon between Contractor and City of Santa Rosa.

3. Section 4.1 shall be amended to read as follows::

4.1 Compensation. Contractor shall be paid for its services in accordance with the payment matrix which is attached hereto as Exhibit C-2 (hereinafter referred to as the "Payment Matrix"). The applicable rate to use from the Payment Matrix to determine the amount of compensation depends upon the amount of materials received at the Facility each month. Agency shall pay Contractor within twenty five (25) days of receiving an invoice from Contractor in accordance with Section 10.2 below.

4. Section 4.1.1 shall be amended to read as follows:

4.1.1 Compensation for Yard Debris. Where Agency has not notified Contractor in writing as to Agency's desire to trigger a particular price rate for Yard Debris based on an expected volume of Yard Debris, Agency shall pay the rate identified for minimum tonnage of Yard Debris times the actual volume of Yard Debris delivered to the Facility. Agency may take advantage of the lower rates in the Payment Matrix by notifying Contractor that Agency

expects that the Facility will receive more than 75 TPD of Yard Debris. By so notifying Contractor, Agency will be required to pay for the minimum amount of Yard Debris anticipated in the notice, notwithstanding that the Facility may not receive the minimum expected volume during such period. In addition, the parties hereby acknowledge that Contractor will be required to invest in certain capital equipment in the event that the Agency gives notice to Contractor that it expects that the Facility will receive more than 75 TPD of Yard Debris. Therefore, upon such notification by Agency, Contractor will be required to complete Facility improvements to increase peak throughput capacity to 400 TPD, or a throughput capacity otherwise acceptable to Agency, within one hundred twenty (120) days and Agency will be required to compensate Contractor for a minimum 75 TPD per day of Yard Debris following notification and demonstration to Agency that necessary improvements have been completed. Once the necessary improvements have been made, the compensation for the remainder of the term of this Agreement shall be based on a volume of Yard Debris in excess of 75 TPD, at a minimum, regardless of the actual volume of Yard Debris received at the Facility; provided, however, that if the actual volume of Yard Debris delivered to the Facility, or the actual volume processed, is less than 75 TPD due to a third party regulator restricting the amount of materials to be processed at the Facility, then compensation shall be based on the actual volume of materials that are processed.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of Agency arising thereunder.

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

"Agency": SONOMA COUNTY WASTE MANAGEMENT AGENCY

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

"County": COUNTY OF SONOMA

By: \_\_\_\_\_  
Chairman, Board of Supervisors

"Contractor": SONOMA COMPOST COMPANY

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

APPROVED AS TO FORM  
FOR COUNTY:

\_\_\_\_\_  
Sheryl L. Bratton  
Chief Deputy County Counsel

APPROVED AS TO FORM  
FOR AGENCY:

\_\_\_\_\_  
Agency Counsel

APPROVED AS TO SUBSTANCE  
FOR AGENCY AND COUNTY:

\_\_\_\_\_  
Ken Wells  
Executive Director, SCWMA  
Sonoma County Integrated Waste Manager(\*\*add County Title\*\*)

**EXHIBIT C-2**  
**ORGANIC MATERIAL PROCESSING, COMPOSTING & MARKETING SERVICES**  
**FOR SONOMA COUNTY WASTE MANAGEMENT AGENCY**

Effective 7/1/07 - 06/30/08

Product	Cost per Ton	Less Guaranteed Revenue	Net Cost per Ton
Wood Debris - Fuel Market	\$33.36	\$12.00	\$21.36
Wood Debris - Non-fuel Market	\$29.18	\$6.00	\$23.18
Yard Debris - Processed @ Central, 0-175 tpd* and Prepared Yard Debris**	\$32.31	\$3.00	\$29.31
Yard Debris - Processed @ Central, 176 + tpd*	\$29.18	\$3.00	\$26.18

\* Based on total tons of yard debris delivered to Contractor, monthly average.

\*\*Per contract, formula for annual adjustment will be the same used for the Yard Debris - Processed at Central shown below.

All revenue in excess of guaranteed revenue will be split 50/50 between the Agency and the Contractor, except sale of Prepared Yard Debris.

CPI - current	216.123
Less CPI for previous period	209.1
Equals index point change	7.023
Divided by previous period CPI	0.03
50% per contract	1.68%
	0.0168

RESOLUTION NO.: 2008-

DATED: JANUARY 16, 2008

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (AGENCY) APPROVING  
THE SIXTH AMENDMENT TO THE AGREEMENT FOR ORGANIC MATERIAL PROCESSING,  
COMPOSTING AND MARKETING SERVICES WITH THE SONOMA COMPOST COMPANY

WHEREAS, the Agency, County and Contractor entered into that certain Organic Material Processing, Composting and Marketing Services Agreement dated as of September 28, 1999 (hereinafter referred to as the "Original Agreement") in order to provide composting services for the Agency for yard debris and wood waste and marketing the finished products; and

WHEREAS, the Agency, County and Contractor entered into that certain First Amendment to Agreement date as of February 20, 2002 (the "First Amendment"); and

WHEREAS, the Agency, County and Contractor entered into that certain Second Amendment dated March 23, 2004 to: (a) increase the fees paid to Contractor for processing wood waste; (b) ratify the First Amendment; and (c) revise certain other terms (the "Second Amendment", collectively the Original Agreement as modified by the First Amendment and the Second Amendment is referred to herein as the "Agreement"); and

WHEREAS, the Agency, County and Contractor entered into that certain Third Amendment dated April 21, 2004 to: (a) extend the term to November 15, 2010; (b) allow County to relocate the Facility if needed; (c) allow Contractor to expand the area of the Facility by approximately three (3) acres in the event the Facility is not relocated; (d) add prepared yard debris as a new product; and

WHEREAS, the Agency, County and Contractor entered into that certain Fourth Amendment to include the contractor's obligation to pay prevailing wages for work done that constitutes a "public work" as such term is defined in Section 1720(a) of the Labor Code, and

WHEREAS, the Agency, County and Contractor entered into that certain Fifth Amendment to amend the Agreement in order to add certain language to allow for grinding construction and demolition debris into alternative daily cover with the understanding that the Contractor's first priority is to fulfill its existing obligations and responsibilities under the terms of the Agreement; and

WHEREAS, the Agency desires to enter into the Sixth Amendment to amend the definition of "Prepared Yard Debris", change the amount of material delivered per week, and amend the compensation calculation to include an inflator and a trigger for a rate change.

NOW, THEREFORE BE IT RESOLVED that the Agency approves the term of the Sixth Amendment and authorizes the Chairperson to execute the Sixth Amendment on behalf of the Agency.

--	--	--	--	--
_____ Cloverdale	_____ Cotati	_____ County	_____ Healdsburg	_____ Petaluma
--	--	--	--	--
_____ Rohnert Park	_____ Santa Rosa	_____ Sebastopol	_____ Sonoma	_____ Windsor

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

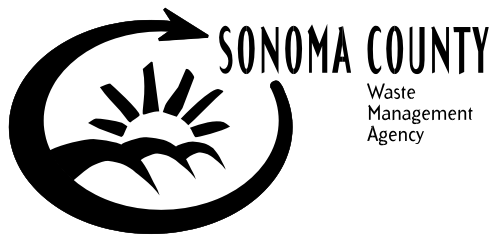
SO ORDERED.

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

ATTEST:

DATE:

\_\_\_\_\_  
Elizabeth Koetke  
Clerk of the Sonoma County Waste Management  
Agency of the State of California in and for the  
County of Sonoma



**Agenda Item #: 6.8**  
**Cost Center: Organics**  
**Staff Contact: Carter**  
**Agenda Date: 1/16/08**

**ITEM: New Compost Site Selection Update**

**I. BACKGROUND**

At the August 15, 2007 SCWMA Board meeting, the Board entered into an agreement with a team of consultants led by Environmental Science Associates (ESA) to assist the SCWMA in the selection, conceptual design, and preparation of CEQA documents for a new compost site in Sonoma County. Staff and the contractor have provided updates on the progress of the siting effort at each subsequent Board meeting.

**II. DISCUSSION**

On December 12, 2007, staff and the consultant met with PRMD Deputy Director Jennifer Barrett to discuss the regions under consideration and identify any issues which may impact these regions. The consultant is incorporating PRMD's feedback into the siting effort and beginning to score individual sites.

Once specific parcels are identified, the owners will need to be informed of the process the SCWMA is undergoing, the need for a new compost site, and that their parcels are under consideration. SCWMA staff is receiving assistance from the Sonoma County Transportation and Public Works Right-of-Way staff in this matter. Landowner contact will likely begin late January or early February.

At a future meeting, staff will present the SCWMA Board with the 20 highest ranked sites, of which the Board will select the three for further examination under CEQA.

**III. FUNDING IMPACT**

This agenda item is for informational purposes only. There is no funding impact resulting from this transmittal.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

This agenda item is for informational purposes only. Staff has no recommendation at this time.

**V. ATTACHMENTS**

None



**Agenda Item #:** 7.1  
**Cost Center:** All  
**Staff Contact:** Wells  
**Meeting Date:** 1/16/08

## **ITEM: Work Plan FY 08-09**

### **I. BACKGROUND**

Beginning in FY 06-07, as a part of the budget process, a project list (Work Plan) is prepared for consideration and approval by the Board in order to have a detailed planning document containing a description of the Agency projects, contractor costs, staff costs, and impact on the operating budget.

The FY 08-09 Work Plan includes the Organics Program (Wood Waste and Yard Debris cost centers), the Surcharge cost centers (HHW, Education, Diversion and Planning), and a section on General Administration. For the first time ever, the Work Plan includes the proposed use of reserves for Board directed projects. The headings for the Work Plan include contractor cost, staff cost, the goal or justification for the program/project, and a schedule for the program or project, as well as the routine work that is done on a regular basis.

### **II. FUNDING IMPACT**

There is no direct funding impact. The FY 08-09 Work Plan is informational and used for planning purposes and to complement the proposed FY 08-09 Draft Budget.

### **III. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends adoption of the FY 08-09 Work Plan as a guide for the FY 08-09 Budget.

### **IV. ATTACHMENTS**

FY 08-09 Work Plan



# FY 08-09 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
<b>Organics (Wood Waste and Yard Debris)</b>						
1.1	Composting Program	Manage contract for composting operation, reconcile and process monthly invoices for payment. Calculate revenue sharing and product allocations.	\$2,863,531 (FY 07-08 \$2,668,000)	\$54,560	Major diversion program in ColWMP, contract adm.	Monthly
1.2	Food Waste Composting Education/Fairs	Food Waste Composting Education is the focus for 2008. Agency staff plans to hire interns to staff tables at events attended by local residents including farmers' markets, Rose Parade, Cloverdale Citrus Fair, Sonoma County Fair and similar events. Outreach at fairs will be enhanced by related print ads, fliers, radio and promotional items.	\$24,000 (est.) (FY 07-08 \$15,000)	\$52,400	Communicate recycling information at public events/ in the ColWMP	Ongoing
1.3	Christmas Tree Recycling	Coordinate with local non-profit organizations to provide convenient Christmas tree composting. Includes non-profit pickup and drop off at public sites.	\$0	\$3,300	Diversion program that adds organic feedstock	December and January, Annually
	<b>Total</b>	Program changes include increased efforts to promote veggies composting.	<b>\$2,887,531</b>	<b>\$110,260</b>		
<b>Household Hazardous Waste</b>						
2.1	HHW Collection Program	Manage contract for collection of hazardous waste from residents and CESQG (businesses) at the Household Toxics Facility (HTF), Community Toxics Collections (CTC), and Toxics Rover.	\$1,400,000 (FY 07-08 \$1,300,000)	\$61,000	Comply with regulations, in the ColWMP, contract adm.	Ongoing
2.2	E-waste – CEW/UWED's (Partially funded by State)	Covered Electronic Wastes (CEW and UWED's) are accepted at all of the County disposal sites for recycling. This program accepts electronics that are defined as hazardous waste. This program is subsidized by the State through the Electronics Recycling Act of 2003. State subsidy is based on pounds received for recycling. The Agency funds the handling operations.	\$95,000 (FY 07-08 \$87,000) (Grant Funded)	\$28,000	Required by regulation, contract adm.	Ongoing

## FY 08-09 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
<b>Household Hazardous Waste (cont.)</b>						
2.3	Oil & Filter Recycling (Grant funded)	This program includes a wide variety of efforts from reporting and auditing to collection and education. Actual projects vary year to year depending on grant levels.	TBD (Grant Funded)	\$10,250	Required by regulation, contract adm.	Ongoing
2.4	Spanish Language Outreach (62.5% funded from used oil grant)	Outreach to Spanish speaking residents about used motor oil and disposal of hazardous waste employing social based marketing strategies including call-in radio, telephone, events, labor group talks, etc.	\$15,000 (Grant Funded)	\$6,000	In the CoIWMP, contract adm.	Evaluate in spring '08
2.5	303 Reporting	The State requires reporting and quantification of HHW collection efforts annually.	\$0	\$12,750	Required by regulation	November '08
2.6	HD 16C Sharps Coordination Grant	CIWMB Sharps Collection Strategy coordination grant from Oct. 1, 2007-March 31, 2009	\$7,000 (Grant Funded)	\$6,850	Grant funded project to create best management practices for dealing with a hazardous waste	Complete by March 2009
2.7	California Product Stewardship Council (CPSC)	Support CPSC policy and participate in the statewide Extended Producer Responsibility efforts.	\$3,000	\$3,090	EPR Implementation Plan	Ongoing
	<b>Total</b>		<b>\$1,520,000</b>	<b>\$127,940</b>		
<b>Education</b>						
3.1	Recycling Guide	Develop annual 28-page guide for recycling, reuse and hazardous waste disposal options in Sonoma County. Distribution of 322,500 in the AT&T Yellow Pages phone book plus 26,000 additional copies.	\$77,000	\$36,000	Provide recycling information to all County residents and businesses/ in the CoIWMP	December 2007 to March 2008
3.2	Eco-Desk	Telephone and email response to questions from the public on recycling, disposal and hazardous waste. Update resources annually. Research as needed.	\$4,000	\$24,250	Provide recycling information by phone to all County residents and businesses/ in the CoIWMP	Daily

## FY 08-09 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
<b>Education (cont.)</b>						
3.3	Spanish Language Outreach (37.5% funded from education)	Outreach to Spanish speaking residents about recycling issues employing social based marketing strategies including call-in radio, events, labor group talks, etc.	\$9,000	\$8,250	Provide recycling information in Spanish/ in the ColWMP contract adm.	Evaluate in spring '08
3.4	Grants	Grants are an excellent opportunity to expand the Agency's programs and to encourage local nonprofits to develop programs that meet the goals of the Agency.	\$0	\$16,050	Leverage limited Agency resources with grants and local partnerships	As available
3.5	Web site www.recycle now.org	Update the web site contents and programming structure. Agency staff prepares the wireframe, graphics and content. The County Information Systems Department programs the site which will be housed on the County of Sonoma server.	\$30,000 (FY 07-08 \$19,000)	\$14,750	Communicate recycling information using the web/ in the ColWMP, contract adm.	Ongoing
3.6	SonoMax.org	The SonoMax.org (Sonoma County Materials Exchange) on-line exchange advertises business discards.	\$4,200	\$18,000	Reduce business waste through reuse and recycling/ in the ColWMP, contract adm.	Ongoing
3.7	SonoMax.org Publicity Grant RU 11	Funded by a CIWMB Reuse Assistance Grant, the grant term is from Dec 8, 2007 to November 30, 2009. Activities include: SonoMax fliers, Building Materials Reuse Guides, utility bill inserts, exhibits, mailings, presentations, print ads and radio.	\$16,600 (grant funded)	\$5,500	Reduce business waste through reuse and recycling/ in the ColWMP, contract adm.	
3.8	Green Building	Staff participates as needed on the Build It Green Public Agency Council and other similar efforts.	\$0	\$7,600	Reduce waste and increase recycled product purchasing/ in the ColWMP	Ongoing
3.9	Home composting education	In order to reduce organic waste going to landfill and reduce the Agency's compost program costs, the Agency has supported an educational program teaching home composting through the Master Gardeners.	\$16,660	\$10,750	Reduce organics being landfilled and compost program costs/ in the ColWMP,	Ongoing

## FY 08-09 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
<b>Education (cont.)</b>						
3.10	Green Purchasing	In order to be eligible for grant applications from the State of California, and to encourage "closing the loop" purchasing, the Agency has developed a recycled-content procurement policy. Staff assists the jurisdictions' purchasing departments in tracking and their recycled content purchases.	\$0	\$6,350	Implement and monitor green purchasing policies to assure eligibility for grant applications	Annual grant applications, ongoing implementation efforts
3.11	Green Business	This business recognition program encourages environmental stewardship. This voluntary program is aimed at reducing energy and water use, as well as waste reduction and pollution prevention. Staff will verify the waste reduction checklists for this program.	\$0	\$7,250	Increase business recycling and waste reduction/ In the ColWMP	Ongoing
3.12	Outreach Partnerships  New Partnerships BayROC Community Pulse	The Agency provides funding and some staff support to four organizations: the Environmental Discovery Center (EDC), the Business Environmental Alliance (BEA), the Bay Area Recycling Outreach Coordinator (BayROC) and the Community Pulse project. This effort promotes recycling and waste diversion beyond the range of other Agency operations.	\$5,000 EDC \$8,200 BEA \$3,000 BayROC \$5,000 Community Pulse	\$1,700	Expand Agency outreach to children/students (EDC) and businesses (BEA), as well as the general public (Community Pulse)	Ongoing
3.13	Environmentally Preferred Purchasing	Issue an RFP/hire a consultant to facilitate and encourage countywide participation in an environmentally preferred purchasing policy, with the goal of consistency throughout all county jurisdictions to maximize participation and streamline evaluation and reporting.	\$10,000	\$9,750	Required for CIWMB grants	Complete in 2009
	<b>Total</b>		<b>\$188,660</b>	<b>\$166,200</b>		

## FY 08-09 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
<b>Diversion</b>						
4.1	Beverage Container Recycling (Grant funded)	<p>Grant money from the State Dept. of Conservation (to further the recycling of beverage containers), awarded to all member jurisdictions, is consolidated at the Agency, and spent regionally, including:</p> <ul style="list-style-type: none"> <li>• Placing and servicing recycling bins in city and County parks.</li> <li>• Providing bin design and signage as needed.</li> <li>• Providing bins for local schools.</li> <li>• Funding disposal expenses for the Roadside Community Cleanups.</li> <li>• Education and Outreach</li> </ul>	\$150,000 (est.)	\$9,750	Make recycling bins convenient for public consuming containerized beverages at events and outdoors	Annual report and ongoing support
4.2	Large Venue and Event Recycling	<p>Large venues/events serving 2,000+ paid attendees per day are required to have a recycling plan and provide recycling. The Agency is required to report on results. Tasks include:</p> <ul style="list-style-type: none"> <li>• Identify top 10% of large events/venues.</li> <li>• Analyze waste/recycling amounts at venue/event.</li> <li>• Assist w/development of recycling plans.</li> <li>• Notify building/planning departments about requirement for adequate storage for collecting/loading recyclables. Provide education materials to distribute with permit applications.</li> </ul>	\$0	\$10,000	Reduce waste going into landfills from events/ State reporting requirements pertaining to large public gatherings	Annual report to CIWMB, ongoing efforts

## FY 08-09 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
<b>Diversion (con't)</b>						
4.3	Sonoma/ Mendocino/ Lake Counties Recycling Market Development Zone (RMDZ)	Handle requests from the general public and business on the opportunities available. Submit annual reports to the Zone administrator. Coordinate the development and printing of educational materials for distribution to program participants and at economic development meetings. Provide funding support for Zone administrator.	\$0	\$3,600	RMDZ support for local economic development, create jobs	Ongoing
	<b>Total</b>		<b>\$150,000</b>	<b>\$23,350</b>		
<b>Planning</b>						
5.1	AB 939 Reporting Requirements	Annual Report writing consists of: <ul style="list-style-type: none"> <li>Collect and enter data from: the haulers, transfer stations, Central Landfill, out-of-county landfills, biomass facilities, large venues/events (new), HHW program.</li> <li>Update text description of programs.</li> <li>Submit report to Calif. Waste Board (CIWMB).</li> <li>Prepare diversion report cards for each city.</li> </ul>	\$0	\$7,000	Compliance with State regulations	Monthly updates culminating in an annual report
5.2	Environmental Document Comments	Staff comments on the waste issues related to CEQA documents.	\$0	\$5,000	Most relevant local government agency to comment on solid waste issues.	Ongoing
5.3	Revise Countywide Integrated Waste Management Plan (CIWMP)	SCWMA is responsible for the CIWMP. Ongoing tasks: any additions or updates to the Non-Disposal Facility Element. The Plan is being revised to include these changes: <ul style="list-style-type: none"> <li>update Goals, Objectives and Policies chapter,</li> <li>revisions to the Siting Element regarding out-of-County disposal sites.</li> <li>allow for multiple HHW collections facilities</li> </ul>	\$0	\$17,250	Ensure the CIWMP is accurate, current, and in compliance with all relevant laws	Ongoing
	<b>Total</b>		<b>\$0</b>	<b>\$29,150</b>		

# FY 08-09 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
<b>General Administration</b>						
6.1	Agency Meetings	<ul style="list-style-type: none"> <li>• Prepare agendas/packets</li> <li>• Attend meetings</li> <li>• Prepare and file minutes, resolutions, agreements</li> </ul>	\$0	\$43,125	Administration of Agency operations	Ongoing
6.2	SCWMA Financial Management	<ul style="list-style-type: none"> <li>• Approve invoices/journal vouchers</li> <li>• Prepare financial statements to Board</li> <li>• Prepare budget and facilitate approvals</li> <li>• Respond to audits (internal and external)</li> </ul>	\$0	\$28,000	Administration of Agency operations	Ongoing
	<b>Total</b>		<b>\$0</b>	<b>\$71,125</b>		
<b>Organics Reserve</b>						
7.1	New Compost Site	Environmental document completed using existing FY 07/08 funds. Requested amounts will allow staff to issue an RFP for permitting site design, and site operator. Site purchase to occur in 08-09 FY, though the amount is too speculative to include in this plan.	<b>\$200,000</b>  <b>(FY 07-08 \$400,000)</b>	<b>\$35,000</b>	In the ColWMP	Complete by 2010
<b>HHW Operating Reserve</b>						
8.1	Additional HHW Facilities	Assuming additional HHW facilities are found to be financially feasible, further design, permitting and construction tasks will be required to realize the savings.	<b>\$150,000</b>	<b>\$20,000</b>	Recommended in HHW Program Benchmarking and Program Evaluation	Complete by 2011
<b>Contingency Reserve</b>						
9.1	C&D/Special Events	Issue an RFP for a consultant to work with permitting agencies countywide to make specific C&D recycling targets a condition of building permits. Additionally, event permitting agencies would require the coordinator to submit and recycling plan before permit issuance.	<b>\$20,000</b>	<b>\$5,000</b>	Target waste identified in 2006/07 Waste Characterization Study, compliance with AB2176	Complete in 2009
	<b>Grand Total</b>		<b>\$5,116,191</b>	<b>\$588,025</b>		

 Shaded areas represent new programs for this fiscal year.



## SONOMA COMPOST COMPANY MONTHLY REPORT

October-07

### a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	7,356.74 tons
average tons per day of yard debris:	237.31 tons
total tons of wood debris:	662.49 tons
average tons per day of wood debris:	21.37 tons
total tons of yard debris to Laguna *	128.92 tons
Total tons of food discards **	75.00 tons

\* This tonnage is not included in total tons of yard debris

\*\* This tonnage is included in the total yard debris tonnage above

### b) Deviations From Normal Operating Plans

#### Windrow Characteristics

	<u>width</u>	<u>height</u>	<u>length</u>
normal	18'	7'	700'

#### Moisture Addition/Application

at grinder:	Sprinklers
at compost site:	Drip

#### Moisture Content (%)

by feel:	lab results:
40-60%	39.70%
(active compost)	(finished compost)

#### Additives

Feathers, Grape Pomace, Vegetative Food Discards, Olive Pomace
--

#### Temperature Measurements

(data on file at SCC office)

Has temperature of finished compost reached 131 degrees Fahrenheit for at least 15 days, during which time the material was turned 5 times? YES

#### Aeration (turning)

type: SCARAB	frequency: 5 times in 15 days or longer during pathogen reduction, plus additional turnings to enhance the composting process (weather permitting).
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### c) Highlights and Anomalies of Program

<b>Weather/Rainfall:</b>	
total inches:	2.25
# of storm events:	3
<b>Operational Problems:</b>	
None	

### d) Lab tests

#### Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

<b>analysis: NUTRIENT</b>	
next date due:	Nov-07
date sample taken:	12/6/07
# of sub-samples:	12
location of samples:	M+ Stockpile

<b>analysis: HEAVY METALS</b>	
next date due:	Nov-07
date sample taken:	12/11/07
# of sub-samples:	72
location of samples:	7A,25,34,42,43,44, 47,48

<b>analysis: PATHOGEN REDUCTION</b>	
next date due:	Nov-07
date sample taken:	12/11/07
# of sub samples:	72
locations of samples:	7A,25,34,42,43, 44,47,48

#### Quarterly Test:

<b>analysis: PESTICIDE RESIDUES</b>	
next date due:	Nov-07
date sample taken:	12/6/07
# of sub-samples:	12
locations of samples:	M+ Stockpile

### e) Sales and Distribution of Finished Product

#### Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	7,934.00 cubic yds.
total cubic yards of screened compost:	6,064.00 cubic yds.
total cubic yards of early mulch:	304.00 cubic yds.
total cubic yards of screened mulch:	1,566.00 cubic yds.
yard debris product allocations:	77.00 cubic yds.
yard debris product donations:	15.50 cubic yds.

#### Wood Debris Sold

monthly total, tons of wood debris products sold:	3,067.00 tons
total tons of wood to non-fuel markets:	250.00 tons
total tons of wood bio-fuel*:	2,817.00 tons
wood debris product allocations:	0.00 cubic yds.
wood debris product donations:	32.00 cubic yds.

\* Bio-fuel tonnage includes overs from compost process

## Shipment Log

A shipment log showing date, compost product description, volume and destination of each load leaving the facility is on file at the Sonoma Compost office and is available for review by the Agency for purposes of verifying compensation records or other auditing functions.

### f) Complaints and Environmental Concerns

None

### g) Contaminants *Landfilled, Recovered or Recycled*

	tons	overall %
disposed	105.4	1.29%
recycled		

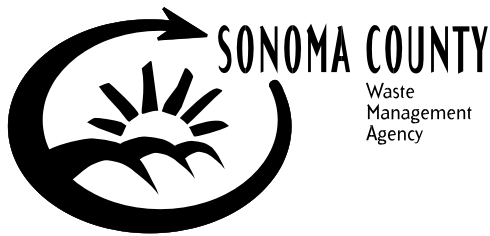
### h) Inventory of Tonnage, Volume and Composition of Finished Products

FINISHED MATERIALS	cubic yards
unscreened compost	500. cy
screened compost	400 cy
mulch	450 cy
"intermediates"	450 cy

INTERMEDIATELY COMPOSTED MATERIALS	
aged over 2 weeks	22,500 cy

FRESH MATERIAL	
on-site under 2 weeks	5,520 cy

EXPERIMENTAL MATERIAL	
None	0 cy



**Agenda Item #: 9.1**  
**Cost Center: Planning**  
**Staff Contact: Carter**  
**Agenda Date: 1/16/08**

## **ITEM: Waste Characterization Study Update**

### **I. BACKGROUND**

In order to measure the impact of the implementation of the single-stream recycling program, the success of the HHW program, and help focus our future efforts on diverting the recyclables remaining in the waste stream, Cascadia Consulting was chosen to conduct the 2007 Sonoma County Waste Characterization Study (WCS). This follow-up to the 1995-1996 Sonoma County Waste Characterization Study was authorized by the acceptance of Cascadia Consulting's proposal at the January 2007 SCWMA meeting.

The waste characterization was accomplished in two seasons. The first sort, the "Wet Season Sort", took place March 20-29, 2007 at the Central Disposal Site, Healdsburg Transfer Station, Sonoma Transfer Station, and Redwood Landfill. Cascadia Consulting's Team sorted residential and commercial waste hauled by commercial haulers at all four sites, as well self-hauled waste at the three Sonoma County transfer stations. The second refuse sort, the "Dry Season Sort", took place July 10-19, 2007 at the same locations and was performed in the same manner described for the "Wet Season Sort".

### **II. DISCUSSION**

Cascadia Consulting has prepared the final draft for the 2007 Waste Characterization Study. The report includes the percentage of waste by material and by waste stream (residential, commercial, and self-haul).

Of the nearly 375,000 tons disposed of in Sonoma County, approximately 70% consists of materials that are potentially recoverable. For waste from both residential and commercial sources, the most prevalent class of materials is organics, which represents approximately 51% and 42% of waste from those sectors, respectively. Paper is the second most prevalent material class for both sectors, at approximately 19% for the residential sector and nearly 21% for the commercial sector. Almost 64% of the self-hauled waste stream is composed of construction and demolition materials.

The two most prevalent material classes for the County's disposed waste stream as a whole are *organics* (36.3%) and *construction and demolition materials* (27.4%). The single most prevalent material is food, which comprises approximately 21% of the County's disposed waste stream.

New programs intended to reduce food waste and construction and demolition materials are proposed in the FY 08-09 SCWMA Work Plan. These programs include educational outreach about vegetative food waste composting at more fairs and venues throughout Sonoma County, and a new program to create uniform construction and demolition debris recycling throughout Sonoma County through the permitting process.

To track progress since the 1996 Waste Characterization Study, a section in the appendix compares this update to the original study. The contractor has also provided a comparison

between the 2006/07 Sonoma County's waste streams and the 2004 Statewide Waste Characterization Study. For further trend comparison, disposal per capita and per household has been determined for the SCWMA Waste Characterization Studies performed in 1995/96 and 2006/07.

### III. FUNDING IMPACT

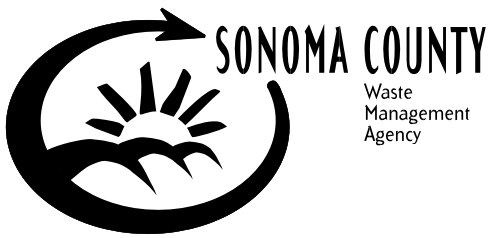
The project was completed within the Board-approved budget. There are no additional funding impacts as a result of this agenda item.

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends adoption of the Sonoma County Waste Management Agency Waste Characterization Study.

### V. ATTACHMENTS

2006/07 Sonoma County Waste Management Agency Waste Characterization Study distributed at meeting



**Agenda Item #: 10.1**  
**Cost Center: HHW**  
**Staff Contact: Steinman**  
**Agenda Date: 1/16/08**

## **ITEM: E-waste Events RFP**

### **I. BACKGROUND**

On October 17, 2007, a two-year contract between the Sonoma County Waste Management Agency (SCWMA) and Goodwill Industries of the Redwood Empire (GIRE) was approved to hold Agency-sponsored E-waste Collection Events. The recommendation to partner with GIRE for E-waste Collection Events was based on many criteria including their experience as an E-waste collector, a significantly greater level of service, and staff's perception that they would pay \$0.25/lb for CRTs collected at the events.

GIRE has been a certified E-waste collector for the past two years and has collected E-waste from Sonoma County residents through donation drives and at their collection centers. GIRE's E-waste Collection Program provides training opportunities for those in the community with disabilities. A major benefit to the Agency from selecting GIRE for this contract is that their existing 12 centers, located throughout the County, could be used for Agency sponsored E-waste collection events, eliminating site selection challenges faced with the other proposals. The GIRE proposal also offered to accept other household items from the public along with the E-waste. GIRE's willingness to sign the Agreement without any exceptions and changes distinguished them from some of the other Proposers. GIRE was also willing to keep the Agreement flexible to allow for any future changes agreed upon by both parties. GIRE's existing relationship with the media, prominence in the community, and willingness to assist the Agency in advertising and promotion also contributed to the Agency staff recommending GIRE for the contract.

Agency staff was made aware, during the first meeting with GIRE to discuss the future E-waste events that an error was made in staff's reading of GIRE's proposal. GIRE's proposal offered ".025 per pound" to the Agency for CRTs collected at the events, not \$0.25/lb. as indicated in the staff report. The contract, however, stated the correct amount of \$0.025/lb.

At the November 28, 2007 Agency Board meeting, Ernie Carpenter of Global Materials Recovery Services reported the error to the Board and the current situation was discussed. Due to a desire to assure the integrity of the selection process, the Board requested that staff agendize this item for the January meeting for the Board to discuss issuing another RFP and possibly terminate the existing Agreement. The Board moved to put this item on the Agenda for the January 2008 meeting.

### **II. DISCUSSION**

As stated in the Agreement under Termination without Cause, "Agency shall have the right...to terminate this Agreement by giving ten (10) days written notice to Contractor." The Board briefly discussed terminating the agreement and issuing a new RFP. Alternately, staff suggests that it would benefit the Agency as well as the community to keep the existing Agreement in place while the new RFP process is underway. The purpose of Agency sponsored E-waste collection events are to provide a well advertised E-waste recycling opportunity for Sonoma County Residents. It will benefit the community, through Agency sponsored advertising, to know about GIRE's on-going E-waste collection events.

Staff has included the Proposed Scope of Service for E-waste Collection Events RFP as an attachment to this staff report. The Scope of Services now includes scoring criteria for how the Proposals will be ranked.

### III. FUNDING IMPACT

If the existing Agreement with GIRE remains in place until a new contract is approved by the Board, then the Agency will generate revenue from a February and possibly a March E-waste collection event to cover costs. If the Agreement is terminated prior to a new contract being in place, the community will have less E-waste recycling opportunities and the Agency will have reduced reimbursement from the E-waste collection program.

### IV. POLICY DETERMINATION BY BOARD

Possible Options:

Option # 1.

- a) Give 10 day notice to terminate the existing Agreement.
- b) Issue a new RFP.

Option # 2.

- a) Issue a new RFP.
- b) Bring back a notice of termination at time of award of the new Agreement.

### V. ATTACHMENTS

Proposed Scope of Service for E-waste Collection Events RFP

## **Exhibit A**

### **Proposed Scope of Services**

The Contractor shall provide all waste collection services needed for the operation of successful Electronic Waste Collection Events. Services will include all staffing, necessary packaging, materials, transportation and equipment. The Contractor is expected to perform all collection, transportation and processing services consistent with all local, state and Federal laws and regulations.

The Contractor shall be required to hold, at the least, monthly E-waste collection events. Event locations should vary to most conveniently serve population centers and the unincorporated areas of Sonoma County. The Contractor shall provide the necessary venues to host the events.

To enable the Sonoma County Waste Management Agency (SCWMA) to evaluate potential Electronic Waste Collection Event Contractors, please address each of the items below. SCWMA staff will evaluate the Proposals based on completeness of answers to the items below and use of the following scoring criteria. Each item (1-12) will be scored with a maximum score of 100 points being possible. Proposals must score at least 75 points to be considered for the contract.

- (1) (12 points) Please list in detail the collection services proposed to be provided in connection with the SCWMA Electronic Waste Collection Events.
- (2) (12 points) Please describe the Proposer's qualifications and experience as an E-waste collector and/or recycler. Include information on approximate pounds of E-waste collected during a single event. Please specify the duration of the event.
- (3) (3 points) How much time is needed between notification to proceed and the collection event?
- (4) (3 points) What is the proposed frequency of the events?
  - Weekly
  - Monthly
  - Other
- (5) (3 points) What will be the duration of the event?
  - 1 day
  - 2 days
  - 3 days
  - Other
- (6) (3 points) What would be the collection hours for the event?
- (7) (12 points) What items will be collected at the events?

- (8) (15 points) How much would be paid (charged) to the SCWMA for recycling the materials described in question (7)? The payment (charge) should include all costs (recycling, labor, equipment, transportation, etc.).
- (9) (12 points) Please list specific locations/addresses that can be provided as venues for E-waste collection events.(The score for this item will be based on whether the SCWMA finds the locations to be acceptable for (1) holding E-waste collection events and (2) servicing the needs of Sonoma County residents.)
- (10) (15 points) Describe, in detail, the final destination/market for collected items. Please include a list of any materials which are sent to the landfill or shipped overseas to be processed. (The score for this item will be based on assurance that the Proposer upholds the highest social and environmental standards in their business practices.)
- (11) (5 points) Describe any additional support the Proposer is willing to provide to assist in the organizing, advertising, marketing and public outreach for the events. (Create and distribute press releases etc.)
- (12) (5 points) What existing advertising products does the Proposer have available for use? (A frame signs and/or banners etc.)
- (13) Does the Proposer have any exceptions or changes to the requested services or contract language? (Excessive changes requested to the contract language may be a basis for non-awarding of the Agreement.)



**EXHIBIT C**  
**AGREEMENT FOR ELECTRONIC WASTE MANAGEMENT SERVICES**

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2008 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and \_\_\_\_\_, a **[include description of Contractor, e.g., "a California Corporation", etc., if appropriate]** (hereinafter "Contractor").

**R E C I T A L S**

WHEREAS, Contractor represents that it is duly qualified and experienced in Electronic Waste ("E-Waste") Collection Event Services and related services; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to hold E-Waste Collection Events.

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

**A G R E E M E N T**

1. **Scope of Services.**

1.1 **Contractor's Specified Services.** This Agreement is entered into for the purpose of establishing a contract for E-Waste Collection Event Services. Contractor shall perform services as defined in Exhibit "A", Proposed Scope of Services.

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

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

#### 1.4 Assigned Personnel.

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

2. Payment. Contractor shall pay Agency in accordance with Exhibit "A" which sets out the payment terms.

3. Term of Agreement. The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_, unless terminated earlier in accordance with the provisions of Article 4 below.

#### 4. Termination.

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

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

#### 4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

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

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

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

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

- a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

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

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

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

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

6.5 Documentation. The following documentation shall be submitted to the Agency:

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

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

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

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

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

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

9. Representations of Contractor.

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

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Agency and is not entitled to participate in any

pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold Agency harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case Agency is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish Agency with proof of payment of taxes on these earnings.

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

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

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

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

- 9.8 Assignment Of Rights. Contractor assigns to Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later

prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to Agency in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Agency. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Agency.

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

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

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

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by

personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

Agency: Sonoma County Waste Management Agency  
Attention: Lisa Steinman  
2300 County Center Drive, Suite 100 B  
Santa Rosa, CA 95403  
Phone: (707) 565-3632  
FAX: (707) 565-3701

Consultant: Name  
Attention:  
Address: Phone:  
City, State Zip Fax:

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

### 13. Miscellaneous Provisions.

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

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



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

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

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

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

CONTRACTOR:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Executive Director, SCWMA

APPROVED AS TO FORM FOR AGENCY:

By: \_\_\_\_\_  
Agency Counsel



**DRAFT  
REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSALS FOR ELECTRONIC WASTE  
COLLECTION EVENT SERVICES FOR THE  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

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**Proposals due 3:00 p.m. on February 18, 2008**

**Submit proposal to:**

Lisa Steinman, Waste Management Specialist  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403

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- Exhibit A: Proposed Scope of Services
- Exhibit B: Proposal Authorization and Acknowledgement Form
- Exhibit C: Form of Agreement

## 1. INTENT AND BACKGROUND

### 1.1 Definitions

This section contains definitions that are used throughout this RFP.

<b>AGENCY:</b>	The Sonoma County Waste Management Agency, a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.
<b>CRT</b>	Cathode Ray Tube (Televisions and/or Computer Monitors)
<b>CONTRACTOR</b>	E-Waste Collector and/or Recycler
<b>COUNTY:</b>	The County of Sonoma
<b>CEWs</b>	Covered Electronic Wastes (Pursuant to SB20/SB50/as defined by Public Resources Code)
<b>EVENTS</b>	Electronic Waste Collection Events
<b>E-WASTE</b>	Electronic Waste (Includes CEWs and UWEDs)
<b>RFP</b>	Request for Proposals
<b>UWEDs</b>	Universal Waste Electronic Devices (as defined by Public Resources code)

### 1.2 Overview of Requested Services

The Sonoma County Waste Management Agency (AGENCY) is seeking a two-year agreement with a CONTRACTOR to hold city-centered Electronics Waste Collection Events where Sonoma County residents may bring electronic waste for recycling. These events shall be held on, at least, a monthly basis. The selected CONTRACTOR will be assisted by the AGENCY with publicity for the events.

Completion of Exhibit A by the PROPOSER will define the key parameters and Scope of Services requested by the AGENCY for this RFP.

### 1.3 Responsibility of SCWMA

The AGENCY will provide the following support to the CONTRACTOR to hold the Events:

- A. Provide signed Proof of Designation form.
- B. Provide promotional support including:
  - Notifying all appropriate public agencies (police, fire, etc.).
  - Arrange for a flier to be placed in a citywide mailer for each event (i.e. utility bill).
  - Promote event on Agency website.
  - E-mail event announcements to Chamber of Commerce and other community organizations.

## **2. GENERAL INFORMATION**

The general guidelines for preparing a response to this RFP are explained in this section.

### **2.1 Questions**

All questions pertaining to this RFP must be directed to:

Lisa Steinman, Waste Management Specialist  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403  
fax: 707/565-3701 e-mail: lsteinma@sonoma-county.org

Questions must be submitted no later than 3:00 p.m. on **February 4, 2008**; no response will be made to questions submitted after this date. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address and fax number by **February 4, 2008** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving a RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

### **2.2 AGENCY Contact for Information**

All requests for additional information regarding this RFP should be directed to the AGENCY's Waste Management Specialist, noted above. Do *not* directly contact other AGENCY staff or members of the Board of Directors. Individuals or organizations that do so may be disqualified from further consideration. AGENCY will recognize only those responses to inquiries issued in writing by AGENCY in Addendum form as binding modifications to this RFP.

### **2.3 Appeals Process**

Should any PROPOSER dispute the AGENCY's determinations and findings during the RFP process, such PROPOSER shall give the AGENCY written notice of the matter in dispute within five (5) days of PROPOSER's first knowledge of the decision or determination. The PROPOSER shall thereafter, within ten (10) days of PROPOSER's first knowledge of the AGENCY decision or determination in dispute, provide AGENCY with a complete and comprehensive "Statement of Dispute" that discusses all the reasons why the PROPOSER disputes the AGENCY's determination or decision and submit all documentary evidence relied on by the PROPOSER. The Statement of Dispute must meet the following conditions and requirements:

- a. The Statement of Dispute must contain a complete statement of the factual and legal basis for the protest.
- b. The Statement of Dispute must specifically refer to the specific portions of the RFP, which form the basis for the protest, and all documentary evidence relied upon.
- c. The Statement of Dispute must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the Statement of Dispute must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties shall include all other PROPOSERS, who shall have seven (7) calendar days to respond to the Statement of Dispute.

The AGENCY will review the Statement of Dispute, and may elect to hold an administrative hearing thereon, and may request PROPOSER to produce such further evidence as AGENCY deems material to a decision on the issue, after which time AGENCY will issue a determination which shall be final. The procedure and time limits set forth in this paragraph are mandatory and are the PROPOSER's sole and exclusive remedy in the event of protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings. Failure to strictly follow this procedure shall waive any further rights to dispute the AGENCY's decisions and determinations made during the RFP process.

## **2.4 Confidentiality**

AGENCY has made a determination in accordance with Section 6255 of the Government Code that all Proposals submitted in response to this RFP shall not be made public by AGENCY until the time AGENCY is considering award of a contract for the services. In addition, AGENCY has made a determination in accordance with Section 6255 of the Government Code that all PROPOSER proprietary financial information which is specifically identified by the PROPOSER as "confidential" shall not be made public by AGENCY and shall be returned to each PROPOSER, unless otherwise required by law. In the event a PROPOSER wishes to claim other portions of its proposal exempt from disclosure under the Public Records Act, it is incumbent upon PROPOSER to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. Blanket designations of "confidential" shall not be effective. However, AGENCY will make a decision based upon applicable laws. AGENCY shall notify PROPOSER of any requests for disclosure under the Public Records Act. If the PROPOSER wishes to prevent the disclosure of such material, the PROPOSER shall bear the sole burden of seeking review in a court of competent jurisdiction. In addition, PROPOSER shall defend and indemnify AGENCY from any claims and/or litigation relating to a claim of confidentiality.

Proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The cost of services shall not be designated as proprietary or confidential information.

## **3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL**

### **3.1 Submittal Rules**

Proposals must be presented in accordance with the information requested in Section 4, Proposal Requirements. Other relevant information that the PROPOSER feels is appropriate may be included. The following rules shall apply:

1. All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile or emailed proposals will be accepted.
2. Three (3) copies of the proposal shall be submitted to the AGENCY no later than **3:00 p.m.** on the time clock located at 2300 County Center Drive, Suite B100, Santa Rosa, California, on **February 18, 2008**. The package of proposals must be clearly labeled on the outside with the name and the address of the firm submitting the proposal with the words: "E-Waste Collection Events" in the address. One of the copies of the proposal shall be unbound to allow for ease of copying. Proposals must be addressed and delivered to the AGENCY contact found in Section 2.1 above.
3. PROPOSERS shall label one of the copies "Original", which shall govern in the event of any inconsistency among copies of the proposal. This original copy shall be bound.
4. Each proposal shall be printed on 8 1/2" by 11" paper, double-sided where appropriate, or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content.

5. Each proposal shall include all information required by this RFP and any subsequent addenda.
6. Proposals received after the required submittal date will be rejected and will be returned unopened. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

### **3.2 Evaluation Process**

The AGENCY shall evaluate each proposal. All determinations with regard to the evaluation of proposals will be at the sole discretion of the AGENCY. Each proposal shall first be evaluated for completeness and for compliance with the requirements of this RFP. The AGENCY will then evaluate the benefit of the proposed services described in the proposal to the AGENCY and its citizens.

### **3.3 Rights of the AGENCY**

PROPOSERS shall submit an appropriately signed Exhibit B – Proposal Authorization and Acknowledgement Form stating that the PROPOSER agrees with the rights of the Agency as described below. The AGENCY shall have the right to:

1. Award an agreement for services described in this RFP.
2. Reject all proposals and not award an agreement.
3. Reject any proposal.
4. Select a proposal other than the lowest cost/highest payment proposal.
5. If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
6. Waive defects and/or irregularities in any proposal.
7. Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
8. Request "Best and Final" offers.
9. Conduct interview(s) with any PROPOSER(s).
10. Negotiate terms and conditions that are different from those described in this RFP and Agreement.
11. Contact references provided and seek information from any client with which the PROPOSER has done business.
12. Take other such action that best suits the needs of the AGENCY and/or its citizens.

PROPOSERS are notified that the costs of preparing and submitting proposals and the risks associated therewith shall be borne solely by the PROPOSER. No compensation will be provided to PROPOSERS for work performed or costs incurred during the preparation, submittal or evaluation of Proposals neither for the negotiation or execution and delivery of an Agreement awarded as a result of this RFP.



## **4. PROPOSAL REQUIREMENTS**

A proposal shall be complete and concise and should be prepared in substantial conformance with the format and order described below to assist in the review process. *A Proposal that omits or inadequately addresses any of the topics below may be rejected.*

### **4.1 Letter of Submission**

The proposal must contain a submission letter that contains the PROPOSER's unconditional acceptance of the performance obligations set forth in the RFP. An officer of the proposing entity authorized to bind the PROPOSER to the proposal terms must sign this letter.

The Letter of Submission shall also include a description of the ownership of the proposing company, including, but not limited to:

- Official name and address. Indicate the type of entity and list its officers (e.g. corporation, partnership, sole proprietorship). Indicate the date and place of incorporation or organization.
- If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
- Federal Employer I.D. Number
- Complete name, mailing address, phone number, fax number and email address (if available) of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

### **4.2 Proposed Scope of Work**

The PROPOSER must include a scope of work which, at minimum, addresses the items listed in Exhibit A – Proposed Scope of Services.

### **4.3 Insurance**

The PROPOSER should demonstrate the ability to submit proof of the required insurance as set forth in the Agreement. Prior to award of the Agreement, the successful PROPOSER shall furnish the AGENCY with Certificates of Insurance clearly evidencing all required insurance and endorsements. The successful PROPOSER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the successful PROPOSER, its agents, representatives, employees or subcontractors.

### **4.4 Qualifications and Experience of Firm**

The proposal should include the PROPOSER's experience relevant to the requested services and qualifications and resumes of key personnel that will be assigned to the management of the Agreement.

PROPOSER should provide a minimum of two (2) California governmental clients that the AGENCY may contact to conduct a reference check regarding provision of the proposed service.

If the PROPOSER cannot provide all of the information requested under Section 4.4 above, then the PROPOSER must provide descriptions of similar work performed for other clients. In either case, the description shall list the:

- X dates and a description of the services that were provided;

- X names and responsibilities of the team members involved with the referenced work; and
- X name, address, and telephone number of a contact person of each client who would be most familiar with the services provided.

#### **4.5 Agreement for E-Waste Management Services**

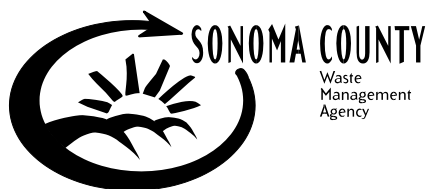
The selected PROPOSER must execute the Agreement and submit Exhibit B, acknowledging their willingness to sign the Agreement for Recycling Services attached hereto as Exhibit C to this RFP, unless modified pursuant to the procedures set forth herein. PROPOSER shall identify in its proposal any proposed modifications to the Agreement for Recycling Services.

### **5. SCHEDULE**

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
January 21, 2008	Distribution of RFP	AGENCY
February 4, 2008	Submit Addenda Distribution Information	PROPOSER
February 4, 2008	Submit Written Questions	PROPOSER
February 18, 2008	Proposals Due	PROPOSER
March 19, 2008	Award of Agreement (tentative)	AGENCY

### **6. ATTACHMENTS**

- Exhibit A: Proposed Scope of Services
- Exhibit B: Proposal Authorization and Acknowledgement Form
- Exhibit C: Form of Agreement



**Agenda Item #: 10.2**  
**Cost Center: Education/HHW**  
**Staff Contact: Chilcott**  
**Agenda Date: 1/16/08**

**ITEM: Resolution Amending the Agreement with C2 Alternative Services to Conduct a Spanish Language Eco-Desk Pilot Project**

**I. BACKGROUND**

Sonoma County's Spanish-speaking population is growing at a rate of at least 8% per year, and is currently estimated at well over 20%. There is evidence that non-English speakers are an important target audience for recycling information.

Sonoma County's Countywide Integrated Waste Management Plan (CIWMP) includes as one of its objectives:

- Identify effective communication strategies and implement programs to encourage behaviors that reduce, reuse and recycle products and materials in non-English speaking communities.

At the October 2006 Board meeting, a two-year contract with C2 Alternative Services to conduct A Spanish Environmental Outreach Pilot Project was approved. The \$40,000 contract is being funded by the HHW Cost Center with CIWMB Used Oil Grant money (\$25,000) and the Education Cost Center (\$15,000). The contract expires on March 31, 2008.

On August 15, 2007 Board meeting, a detailed memo summarizing Spanish Eco-Desk Program activities was distributed.

**II. DISCUSSION**

The summary of the original budget for this program is provided below. As stated in the agreement, hours and material costs may be shifted among tasks by agreement as needed. In addition, the chart shows the percentage of each task billed to date.

Tasks	Budgeted time	Budgeted materials	Budgeted expenses	TOTAL BUDGETED	Actual amount invoiced	Amount remaining	% remaining
<b>Preparation:</b> review SCWMA resources and develop procedures for Eco-Desk Spanish database.	\$1,410	\$0	\$0	\$1,410	\$1,410	\$0	0%
<b>Promote hotline:</b> develop media plan based on community-based social marketing plan.	\$11,435	\$9,500	\$600	\$21,535	\$19,644	\$1,891	9%
<b>Answer hotline calls</b> Calls are answered at a rate of \$7/call.	\$12,800	\$0	\$0	\$12,800	\$1,592	\$11,208	88%
<b>Reporting and administration</b>	\$4,115	\$0	\$120	\$4,235	\$1,855	\$2,380	56%
				\$39,890	\$24,501	\$15,480	39%

The pilot project has been successful in communicating information about recycling to Spanish-speaking people. Local Spanish media have been very interested and generous, providing thousands of dollars worth of airtime on radio. A recent example of this relationship is C2 Alternative Services employee, Hugo Mata's relationship with Radio Lazer. From December 16-24, the Agency purchased \$2,500 for on-air recycling promotion at a series of "posadas" hosted at various locations around the County. Posadas, a Christmas tradition, is a colorful family-oriented events with piñatas and gifts. In exchange for paid advertising, Radio Lazer offered \$8,300 of matching radio spots, interviews, and 'minidramas' to run through spring 2008.

In addition to paid advertising, even more valuable outreach has occurred with guest interviews that Mr. Mata does with commercial and public radio stations. Direct social marketing-style outreach has included visits to day labor centers, a new and very productive venue to reach the target audience.

The pilot budget included an estimated 1400 calls to the hotline, which are billed by C<sup>2</sup> on a per-call basis. This estimate was too high, resulting in unspent budget not only for calls, but for other time associated with the hotline (analysis, and obtaining information for callers with questions not answered in the Recycling Guide).

Below is an analysis of Spanish-language call received at the Eco-Desk 565-3375, option #2 (Spanish language). Like the English counterpart, calls were tracked using the Access database program. The following are some highlights of the report (see attachment Spanish Eco-Desk Report November 2006 to November 2007):

1. From November 2006 through November 2007, 159 calls were received.
2. The majority of the calls were generated from Santa Rosa (54%) and Windsor (8%).
3. The most frequently asked question pertained to garbage company service questions (36%). 24% of the calls were hang-ups.
4. There were about the same number of female versus male callers.
5. 78% of the calls were generated from residences; 8% of calls were generated from businesses.
6. 39% of calls were referred from media (radio/newspaper) outreach; 14% of callers were referred from customer service representatives at the garbage companies.

The pilot has shown that while a Spanish-language live hotline is useful and arguably necessary to promote recycling, it is only one component of a comprehensive outreach program.

C<sup>2</sup> will spend some of the remaining budget on continued outreach between now and the contract end date of March 31, but anticipates that approximately \$7,000 of the total budgeted funds will not be spent. Based on this information, this agenda item seeks to extend the terms of the current Agreement from March 31, 2008 to June 30, 2008 without any additional cost.

During the course of the project, Agency staff made use of Mr. Mata's time in a number of ways that were not originally anticipated. This included translation services, consultation, and assistance to publicize projects including food waste composting and the Santa Rosa downtown market Climate Night. These services were helpful and staff would like to continue utilizing this type of assistance.

### III. FUNDING IMPACT

This proposed amendment will not have a funding impact.

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Direct the Agency Chair to sign the Resolution extending the terms of the current Spanish Language Eco-Desk Pilot project from March 31, 2008 to June 30, 2008.

## V. ATTACHMENTS

Amendment

Spanish Eco-Desk Report November 2006 to November 2007

FIRST AMENDMENT TO AGREEMENT TO CONDUCT A SPANISH LANGUAGE  
ECO-DESK PILOT PROJECT WITH C2 ALTERNATIVE SERVICES

This First Amendment (the "Amendment"), dated as of \_\_\_\_\_, 2008, is by and between the Sonoma County Waste Management Agency ("Agency"), a joint power agency and C2 Alternative Services ("Contractor").

WHEREAS, Agency and Contractor entered into that certain Agreement for to Conduct a Spanish Language Eco-Desk Pilot Project dated as of October 18, 2006 (hereinafter referred to as the "Agreement") not to exceed \$40,000 in order to provide Spanish language outreach services; and,

WHEREAS, the parties desire to extend the dates of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency, does approve an extension to the dates of the agreement from March 31, 2008 to June 30, 2008.

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

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT  
AGENCY

By:

\_\_\_\_\_  
Dell Tredinnick, Chair

CONTRACTOR:

C2 ALTERNATIVE SERVICES

By:

\_\_\_\_\_  
Title:  
  
\_\_\_\_\_

APPROVED AS TO FORM FOR AGENCY:

\_\_\_\_\_  
Janet Coleson, Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:

\_\_\_\_\_  
Ken Wells, Executive Director

# Spanish Eco-Desk Report November 2006-November 2007

Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403

## CALL TOTALS

	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Totals
Calls	19	12	10	7	21	22	14	12	9	7	10	9	7	159
Working days	27	27	18	18	23	25	21	24	21	22	20	20	27	293
Average per working day	1	0	1	0	1	1	1	1	0	0	1	0	0	1

## CALLS BY CITY

	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Totals	%
Santa Rosa	7	5	5	3	8	11	4	1	5	5	6	4	3	67	54
Windsor	2	1	1		3			1			1		1	10	8
Rohnert Park					2	2	1	2	1		1			9	7
Unincorporated			1	1		1	2	2				1	1	9	7
Petaluma	1		1		1	1	1	1		1		1		8	6
Healdsburg		1			1	1	1	2	1				1	8	6
Sonoma					1	1	1	1				2		6	5
Out-of-county	1		1				1				1			4	3
Sebastopol										1		1	1	3	2
Cloverdale														0	0
Cotati														0	0
	11	7	9	4	16	17	11	10	7	7	9	9	7	124	100

**SUBJECTS (The nature of the question)**

	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Totals	%
Hauler billing or service question	7	4	4			8	4	4	3	2	5	3	4	48	36
Hang up	8	5	1	4	4	4	2	2	1		1			32	24
HHW	2	1	1	1	1	2	1	4	3	2	3	3	1	25	19
Disposal			2	1	1	3	3	1	1			1		13	10
Recycling	2	1	1			2	3			1		1	2	13	10
Composting										1				1	1
SonoMax														0	0
	19	11	9	6	6	19	13	11	8	6	9	8	7	132	100

**GENDER OF CALLER**

	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Totals	%
Male	4	3	3	2	11	8	5	8	5	3	4	5	2	63	40
Female	7	4	6	2	6	11	6	2	2	4	4	4	4	62	40
Unknown	8	5	1	3	4	3	2	2	2		1			31	20
	19	12	10	7	21	22	13	12	9	7	9	9	6	156	100

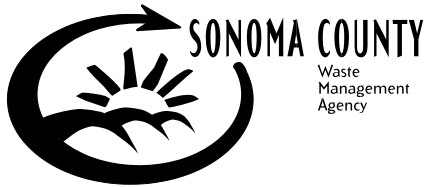
**CALL TYPE**

	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Totals	%
Residential	11	7	9	3	16	19	12	10	7	7	8	8	5	122	78
Unknown		5	1	3	4	3	2	2	2		1			23	15
Business	8			1	1							1	1	12	8
	19	12	10	7	21	22	14	12	9	7	9	9	6	157	100

**REFERRALS (Who referred the call to the Eco-Desk)**

	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Totals	%
Media		1		2	8	2	6	2	6	2	6	2	2	39	33
Service provider	8	3	3	1		2								17	14
Stickers on garbage can					2	4	1	1	4	1	1	2	1	17	14
Phone book/SBC Yellow Pages Recy Guide			2		2	3	2	2	2	2		1		16	13
Individual		2	1			1		1	1	1		1	1	9	8
Utility bill insert					2	1	1				1	1		6	5
WWW site			2									1		3	3
Magnet								1	1	1				3	3
Calendar cards			1		1									2	2
Other	2													2	2
Radio				1		1								2	2
411 info		1											1	2	2
County staff												1		1	1
Oil postcard							1							1	1
	10	7	9	4	15	14	11	7	14	7	8	9	5	120	100





**Agenda Item #: 11.1**  
**Cost Center: Education**  
**Staff Contact: Chilcott**  
**Agenda Date: 1/16/08**

**ITEM: Plastic bag At-Store Recycling Program AB 2449 Program Status Report**

**I. BACKGROUND**

At the November 2007 SCWMA Board meeting, the Board of Directors requested staff to prepare a report about the plastic bag At-Store Recycling Program AB 2449.

**II. DISCUSSION**

**About AB2449:**

The At-Store Recycling Program was established by Assembly Bill 2449 (Levine, 2006; Public Resources Code Sections 42250-42257) requires many California grocery stores and retailers to establish plastic shopping bag recycling programs by July 1, 2007. Other retail establishments may, on a voluntary basis, choose to participate in this statewide program.

The program includes:

1. Manufacturer requirement to label plastic bags 'Please Return to a Participating Store for Recycling.'
2. Store requirement of placing recycling bins in visible and accessible locations for customers.
3. Store requirement making reusable bags of cloth, fabric or plastic available for customers to potentially purchase in lieu of disposable bags. The stores are allowed to charge for the reusable bags.

Specifically, the stores that are subject to the law include:

- Retail establishments--over 10,000 square feet of retail space that generate sales tax and have a licensed pharmacy.
- Supermarkets--a full-line, self-service, retail store with gross annual sales of \$2 million or more and which sells a line of dry groceries, canned goods, nonfood items, or perishable goods.

In addition, the regulated stores are required to maintain records on the collection, transportation and recycling of plastic shopping bags. These records must be made available to the Board in Annual Reports due April 1 of each year.

**History of actions:**

Spring 2007	The California Integrated Waste Management Board (CIWMB) convened an advisory group of key stakeholders to assist in the implementation of AB 2449. The work group assisted with drafting of the emergency regulations.
June 12, 2007	<p>The CIWMB Board adopted emergency regulations for plastic carryout bag recordkeeping and reporting requirements for store operators and their designated reporting parties.</p> <p>Summary of emergency regulatory requirements: <u>Compostable and Biodegradable Bags:</u> The emergency regulations defined compostable and biodegradable bags as not being a plastic carryout bag that must be collected and recycled by the stores.</p>

	<p><u>Individual Store Records:</u> Require store operators (and their designated reporting parties) to collect and maintain specific program records for a minimum of three years and to file annual reports no later than April 1 of each year. The current regulations allow operators (and/or their designated reporting parties) the option of collecting, maintaining and reports on an all store basis. It is CIWMB staff's expectation that there will be very few individual store records/reports.</p> <p><u>Designated Reporting Parties:</u> The emergency regulations allow store operators to have other business partners (e.g., the recycler of the plastic bags) maintain records and submit the annual report information.</p> <p><u>Purchase and Recycling of Plastic Carryout Bags:</u> The regulations require operators and/or designated reporting parties have the option of reporting the amount (weight) of all plastic carryout bags recycled or the weight of all film plastic (including carryout bags) recycled. For those reporting total film plastic recycled the co-mingled recycling rate will be used by CIWMB staff to estimate the weight of plastic carryout bags recycled.</p> <p><u>Submission of Annual Report:</u> The regulations require operators or designated reporting parties to file an annual report to the Board no later than April 1 of each year.</p> <p><u>Maintenance of Records:</u> The regulations require operators to maintain program records for a period of three years. These records must be made available to the Board or local jurisdictions upon proper written notice.</p> <p><u>Confidential, Proprietary and Trade Secret Information:</u> The regulations make clear that information submitted as part of the annual report which meets the applicable information protection provisions under California law such as the Public Records Act will not be published by the Board or made available to other parties.</p>
July 30, 2007	The Office of Administrative Law (OAL) approved the emergency regulations
Sept. 19, 2007	The CIWMB directed its staff to file for permanent regulations with the OAL.
Dec. 11, 2007	<p>The CIWMB Board approved an RFP for a contractor to study co-mingled plastics produced by the grocery stores. The study is expected to commence on February 1, 2008, with work completed by August 30, 2008.</p> <p>The co-mingled recycling rate is defined as the percentage of plastic carryout bags from regulated stores that are recycled relative to the amount of other film plastic materials (including other shopping or merchandise bags, pallet wrap, dry cleaner film) collected for recycling by the regulated stores.</p> <p>As part of the study, plastic material will be sorted by category:</p> <ul style="list-style-type: none"> <li>• Plastic Carryout Bags (provided by regulated stores)</li> <li>• Non-Regulated Plastic Shopping Bags (provided by other retailers)</li> <li>• Other Plastic Bags (single-use dry cleaner bags, newspaper bags, produce bags, etc)</li> <li>• Non-Bag Film Plastic (stretch and shrink wrap, mattress and furniture bags)</li> <li>• Other Plastic Materials (bottles, hangers, tubs, pails, or other durable items)</li> </ul>
<p>For a complete report on the emergency regulations, visit the CIWMB's web site Agenda number 9:  <a href="http://www.ciwmb.ca.gov/Agendas/Agenda.asp?RecID=1424&amp;Year=2007&amp;Comm=BRD&amp;Month=9">http://www.ciwmb.ca.gov/Agendas/Agenda.asp?RecID=1424&amp;Year=2007&amp;Comm=BRD&amp;Month=9</a></p> <p>For more information regarding the scope of work contract for the commingled rate, visit the CIWMB's web site Agenda Item Number:7  <a href="http://www.ciwmb.ca.gov/Agendas/Agenda.asp?RecID=1277&amp;Year=2007&amp;Comm=BRD&amp;Month=12">http://www.ciwmb.ca.gov/Agendas/Agenda.asp?RecID=1277&amp;Year=2007&amp;Comm=BRD&amp;Month=12</a></p>	

On December 11, 2007, SCWMA Agency staff asked the CIWMB if the annual reports that are submitted to the stores would be available for the Agency's review. The CIWMB has not yet responded.

#### **Role of State versus local jurisdictions:**

According to a CIWMB staff report submitted to the CIWMB Board on Sept. 19, 2007, "Public Resources Code section 42254 states that reporting with regard to plastic carryout bags is a matter of statewide interest, but did provide authority to local jurisdictions to see operator records. Further, the law provides local governments with enforcement authority over non-compliant stores.

It is staff's recommendation that local governments take the role of ensuring regulated stores are aware of the law and are providing the collection bins at the stores. These local governments should probably take the lead in local enforcement actions. (CIWMB) Staff sees its role as establishing the recordkeeping and reporting system and working with the local government and primary stakeholders to achieve statewide compliance. For non-compliant operators with stores in multiple local jurisdictions, the Board may wish to consider referring enforcement cases to the Office of the Attorney General".

#### **What is a Plastic Carryout Bag according to the CIWMB?**

According to the CIWMB, the term "plastic carryout bag" is a carryout bag provided at the point of sale. Compostable and biodegradable bags are excluded from the definition because they cannot be recycled with the conventional plastic bags.

#### **Which kinds of plastic film are accepted at local grocery stores?**

According to SuperLink Plastic, a Bay Area broker of plastic material, plastic film needs to be clean and dry for recycling. However, once the plastic film is tightly baled, the bales can be exposed to moisture. Acceptable film for recycling includes:

<b>Polyethylene plastic film that includes</b>	<b>Do not include</b>
Grocery bags	No food wrap (e.g., Saran Wrap)
Produce bags	No food contaminated packaging(e.g., packaging for cheese)
Newspaper bags	No bags that have been painted or glued
Stretch film	No CD wrappers because they are made from polypropylene—not polyethylene.
Retail bags (strings and handles removed)	No receipts
Dry-cleaning bags	No food or liquid

#### **List of stores in Sonoma County required to participate in AB2449**

CIWMB staff has not been able to provide a list of Sonoma County stores regulated by AB 2449.

This list was compiled by Agency staff from data supplied from the California Grocers Association, the California Board of Pharmacy and the C2 Alternative Services under contract with the City of Rohnert Park.

<b>Cloverdale</b>		
Longs Drug Store	1111 S Cloverdale Blvd.	Retailer with pharmacy
Rays Food Place	1139 S Cloverdale Blvd	Grocery store
<b>Cotati</b>		
Olivers Market	546 E Cotati Ave	Grocery store
Walgreens	7800 Old Redwood Hwy.	Retailer with pharmacy
<b>Healdsburg</b>		
Big Johns Market	1345 Healdsburg Ave	Grocery store
Longs Drug Store	455 Center St.	Retailer with pharmacy
Rite Aid Pharmacy	525 Healdsburg Ave	Retailer with pharmacy

Safeway Store	1115 Vine St	Grocery store + retailer with pharmacy
<b>Petaluma</b>		
G & G Supermarket	701 Sonoma Mountain Pkwy	Grocery store
Grocery Outlet	80 E. Washington	Grocery store
Longs Drug Store	291 N. Mc Dowell Blvd.	Retailer with pharmacy
Longs Drug Store	365 East Washington St.	Retailer with pharmacy
Luckys	1000 Petaluma Blvd N	Grocery store
Luckys	939 Lakeville Hwy	Grocery store + retailer with pharmacy
Petaluma Market	210 Western Ave	Grocery store
Safeway Store	373 S Mcdowell Blvd	Grocery store + retailer with pharmacy
Trader Joes Market	169 N Mcdowell Blvd	Grocery store
Whole Foods Market	621 E Washington St	Grocery store
<b>Rohnert Park</b>		
Costco Wholesale	5901 Redwood Dr	Grocery store + retailer with pharmacy
Food Maxx Store	605 Rohnert Park Expy W	Grocery store
Grocery Outlet	6335 Commerce Blvd.	Grocery store
Longs Drug Store	6378 Commerce Blvd.	Retailer with pharmacy
Pacific Market	901 Golf Course Dr	Grocery store
Raleys Supermarket	100 Raleys Town Ctr	Grocery store + retailer with pharmacy
Rite Aid Pharmacy	6345 Commerce Blvd	Retailer with pharmacy
Safeway Store	6340 Commerce Blvd	Grocery store + retailer with pharmacy
Target	475 Rohnert Park Expressway	Retailer with pharmacy
Wal-Mart	4625 Redwood Dr.	Retailer with pharmacy
<b>Santa Rosa</b>		
Cash & Carry	565 Barham Ave	Grocery store
Costco Wholesale	1900 Santa Rosa Ave	Grocery store + retailer with pharmacy
Food Maxx Store	2055 Sebastopol Rd	Grocery store
G & G Supermarket	1211 W College Ave	Grocery store
Grocery Outlet	1116 4th St	Grocery store
KMart	401 Bicentennial Way	Retailer with pharmacy
Lads Market	3080 Marlow Rd	Grocery store
Lolas Market	440 Dutton Ave	Grocery store
Longs Drug Store	463 Stony Pt. Rd.	Retailer with pharmacy
Longs Drug Store	2700 Yulupa Ave.	Retailer with pharmacy
Longs Drug Store	2075 Mendocino Ave.	Retailer with pharmacy
Longs Drug Store	2771 Fourth St.	Retailer with pharmacy
Luckys	150 Bicentennial Way	Grocery store
Luckys	915 Montgomery Village Ct	Grocery store + retailer with pharmacy
Molsberry Larkfield IGA	522 Larkfield Ctr	Grocery store
Olivers Market	560 Montecito Ctr	Grocery store
Raleys Supermarket	1407 Fulton Rd	Grocery store + retailer with pharmacy
Rite Aid Pharmacy	1793 Marlow Rd.	Retailer with pharmacy
Rite Aid Pharmacy	1551 Farmers Ln.	Retailer with pharmacy
Safeway Store	100 Calistoga Rd	Grocery store + retailer with pharmacy
Safeway Store	1799 Marlow Rd	Grocery store + retailer with pharmacy
Safeway Store	2300 Mendocino Ave	Grocery store + retailer with pharmacy
Safeway Store	2751 4th St	Grocery store
Safeway Store	2785 Yulupa Ave	Grocery store + retailer with pharmacy
Target	1980 Santa Rosa Ave.	Retailer with pharmacy
Trader Joes Market	2100 Santa Rosa Ave	Grocery store
Trader Joes Market	3225 Cleveland Ave	Grocery store
Walgreens	3093 Marlow Rd.	Retailer with pharmacy
Walgreens	4610 Sonoma Hwy.	Retailer with pharmacy
Whole Foods Market	1181 Yulupa Ave	Grocery store
<b>Sebastopol</b>		
Fiesta Market	550 Gravenstein Hwy N	Grocery store

Fircrest Market	998 Gravenstein Hwy S	Grocery store
Longs Drug Store	788 Gravenstein Hwy. N.	Retailer with pharmacy
Luckys	776 Gravenstein Hwy N	Grocery store
Rite Aid	218 N. Main St.	Retailer with pharmacy
Safeway Store	406 N Main St	Grocery store + retailer with pharmacy
Whole Foods Market	6910 McKinley Ave	Grocery store
<b>Sonoma</b>		
Longs Drug Store	201 W. Napa St.	Retailer with pharmacy
Luckys	19181 Sonoma Hwy	Grocery store
Rite Aid Pharmacies	19205 Sonoma Hwy.	Retailer with pharmacy
Safeway Store	477 W Napa St	Grocery store + retailer with pharmacy
Sonoma Market	500 W Napa St	Grocery store
<b>Windsor</b>		
Longs Drug Store	9030 Brooks Rd., S.	Retailer with pharmacy
Raleys Supermarket	8852 Lakewood Dr	Grocery store + retailer with pharmacy
Safeway Store	9080 Brooks Rd S	Grocery store + retailer with pharmacy
WalMart	6650 Hembree Ln.	Retailer with pharmacy
<b>Unincorporated area</b>		
<b>Forestville</b>		
Speers Market	7891 Mirabel Rd	Grocery store
<b>Glen Ellen</b>		
Glen Ellen Village Market	13751 Arnold Dr	Grocery store
<b>Guerneville</b>		
Safeway Store	16405 River Rd	Grocery store + retailer with pharmacy
Lark Drugs Pharmacy	16251 Main St.	Retailer with pharmacy

### How are local grocery stores recycling plastic bags?

According to Nina Bellucci, from Moore Recycling Associates, Trex, a manufacturer of wood/plastic composite lumber, is the primary domestic market for film plastic in California. Otherwise, there are many brokers that sell the material mainly for export.

Agency staff questioned corporate representatives from the following stores regarding their plastic bag recycling process:

<b>Name of store</b>	<b>Recycling process</b>	<b>Contact</b>
SaveMart operating under FoodMax and Luckys	Plastic film is baled at the store and gets backhauled to a warehouse in Merced, CA. There the material is sold to plastic brokers, including Pralumex in Walnut Creek and SuperLink Plastic in Oakland. According to Super Link Plastic, the material is shipped to China via Hong Kong. In China, the material is separated by color and is used to manufacture building pipe and plastic bags.	Steve Fells, Assistant Director of Distribution SaveMart Corporate
Oliver's Markets	Plastic film is backhauled to Moresco Distributing Company in Petaluma. There the material is baled/compressed by equipment provided by SuperLink. SuperLink then exports the bales.	Eileen Lott, Moresco Distributing Company
Safeway	Plastic bags are backhauled to the Safeway distribution center in Tracy, CA. There the material is baled and sold to various vendors, including Trex.	Gary Bristow, Safeway Corporate
Trex uses plastic film to manufacturer wood/plastic	Trex is currently conducting a pilot collection of film plastics from small clustered grocery stores	Nick Candela, Trex Corporation

composite lumber	<p>in the Los Angeles area.</p> <p>Trex manufactures from plastic film collected from Unified Western Grocers, Albertsons, Longs, Save-A-Lot, Safeway and WinCo Foods.</p> <p>Manufacturing takes place in Reno, Nevada and Winchester, Virginia. Plastic film from California is processed in Nevada.</p>	
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### **Local curbside collection of plastic bags**

In 2006, contracting for garbage service with GreenWaste Recovery, the City of Petaluma added plastic bags to the single-stream recycling collection program. The program requires that plastic bags are collected inside a knotted plastic bag.

Single-stream recyclables from Petaluma are processed at the Materials Recovery Facility operated by North Bay Corporation in Santa Rosa. According to an email dated 12/19/06 from Jerry Wimmer (formerly from Waste Management), "We pack the LDPE plastic bags with our stretch wrap. Unfortunately, the recovery rate is rather low as the bags need to be clean and empty."

Micheal Gross, owner of Green Waste Recovery, did not respond to recent inquiries requesting information about Petaluma's plastic bag recovery rate.

### **Compostable bags and biodegradable bags**

Sonoma Compost Company can compost compostable bags, as well as compostable cutlery and cups, by appointment from special events only. While many plastics claim that they are biodegradable or just degradable, according to Sonoma Compost Company, only compostable products that are BPI certified meeting ASTM6400 standards are accepted in the municipal program. Visit <http://www.worldcentric.org/store/bioplastics.htm> for a list of acceptable products.

Until the compostable products are standardized and clearly labeled (easily visually identified by a color or symbol), all compostable products not from a pre-approved events are treated as garbage and not composted.

Furthermore, the CIWMB, in their emergency regulations for the Plastic-Bag Carryout program specifically excludes compostable and biodegradable bags in the definition of "plastic carryout bag" because "they present a serious contaminant in the recycling of plastic bags and should be used in conjunction with diversion programs that direct the compostable and biodegradable bags to compost facilities."

Sonoma County's municipal program is permitted to accept vegetative food waste, in addition to green waste. This differs from other municipal composting programs, such as San Francisco's, which accepts meat and dairy. San Francisco's organics are composted in Vacaville at Jepson Prairie Organics.

### **About plastic bag bans by ordinance**

In March 2007, the city of San Francisco passed an ordinance, effective November 20, 2007, that requires grocers to use compostable plastic bags or recyclable paper bags. In May 2008, pharmacy chains will also have to comply. Enforcement started December 1, 2007. Stores that don't comply face fines starting at \$100 for a first violation. Penalties increase to \$200 for a second violation in the same year and to \$500 thereafter. The compostable bags are not intended to be placed in the regular garbage, but instead placed in the curbside yard waste containers. Agency staff is not aware of any lawsuits pending against the ordinance.



The cities of Oakland and Fairfax have also passed plastic bag bans; however their ordinances are now caught up in a legal battle with a consortium of plastic bag manufacturers that have sued to block implementation of the bans. In Fairfax, rather than fight the lawsuit, the town council voted to remove the mandatory language from the ordinance, making compliance voluntary. In Oakland, the city council responded to the lawsuit by issuing a Request for Proposals for an Environmental Impact Report. The EIR is expected to be complete by June 2008.

In addition, in August 2007 the County of Los Angeles released a study titled "An Overview of Carryout Bags in Los Angeles County". The 57-page report is available on the Agency's web site at <http://www.recyclenow.org/reports>.

### III. FUNDING IMPACT

There is no funding impact on the Agency's budget at this time.

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This agenda item is for informational purposes only. Staff has no recommendation at this time.

### V. ATTACHMENTS

"What's in Store for Plastic Bags" Reprinted from Resource Recycling June, 2007

# WHAT'S IN STORE FOR PLASTIC BAGS?

Conservation? Fees? Deposits? Recycling? Bans? While no single solution can clear up the plastic bag quagmire, a host of possibilities are making a play to be the magic bullet.

by Nina Bellucci Butler

**D**espite the polyethylene (PE) bag's comparative energy efficiency and growing role as recycled feedstock for domestic manufacturers, consumer habits have left bags hanging. As witnessed by San Francisco's initiative requiring supermarkets and pharmacies to use only compostable shopping bags, there is growing interest in bag bans. Plastic bags are undeniably convenient and cheap, which is why they are so ubiquitous, but the hidden costs are far from cheap.

Plastic bags exist in a complex landscape where consumer habits, a recycling infrastructure, politics, energy concerns and emerging bio-based plastic production all converge. Through careful analysis, policy choices may help us avoid unintended consequences, such as increased greenhouse gas emissions and waste inadvertently generated by the destruction of a burgeoning bag recycling infrastructure.

## **Bio-based plastic or paper bags: An easy fix?**

Plastic bags (and other applications) made

from corn or other renewable feedstock offer exciting potential to facilitate food scrap

high-density polyethylene (HDPE No. 2) and low-density polyethylene (LDPE No. 4) film, because bio-resins are a contaminant to PE in the recycling stream.

Unfortunately, only a handful of communities (e.g., San Francisco and Seattle) offer commercial food scrap composting, which means that bio-based plastics likely will end up in landfills or as litter. As most bio-based plastic bags degrade rapidly only in environments with specific conditions (i.e., hot composts), rapid degradation is unlikely to occur outside of those conditions. One of the biggest public misconceptions is that waste in a landfill is meant to degrade. And should it degrade, few understand that this degradation, if anaerobic, leads to release of methane gas, a greenhouse gas 23 times as potent as carbon dioxide in trapping heat.

Of course fewer bags should be used, whether paper, bio-based plastic or tradition-

recovery, even though, according to European Bioplastics (Berlin) and the CMAI (Houston), bio-based plastic production is less than one percent of traditional plastics. Conversely, bio-based plastic bags also could disrupt the much larger recycling infrastructure for clean,

*special focus*  
**RECOVERED  
PLASTICS**

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## Recycled PE film products requiring high-quality feedstock

- ◆ Garbage bags
- ◆ Non-food retail bags
- ◆ Grocery bags
- ◆ Other markets (e.g., blow-molded protective packaging for electronics)

al plastic, which is what San Francisco initially proposed with the introduction of a bag fee. However, California's new legislation requiring retailers to offer bag recycling prohibits local governments from passing a fee or tax. The city's current law, eliminating recyclable PE bags altogether, removes an opportunity to collect a huge portion of the plastic waste stream, because most grocers already accept clean, dry No. 2 and No. 4 bags and film (such as bread and newspaper bags, the wrap around toilet paper and dry cleaning bags). If forced to eliminate traditional plastic bags, then grocers will no longer provide bins for customers to recycle plastic bags as the markets for plastic film will not want bio-based plastic contamination.

Some people are quick to dismiss this reality while estimating the rather meager recycling rate for bags, but the fact is bag recovery is growing rapidly as more people demand recycling options for plastic bags. Legislation in California and Rhode Island requires grocers to collect plastic bags.

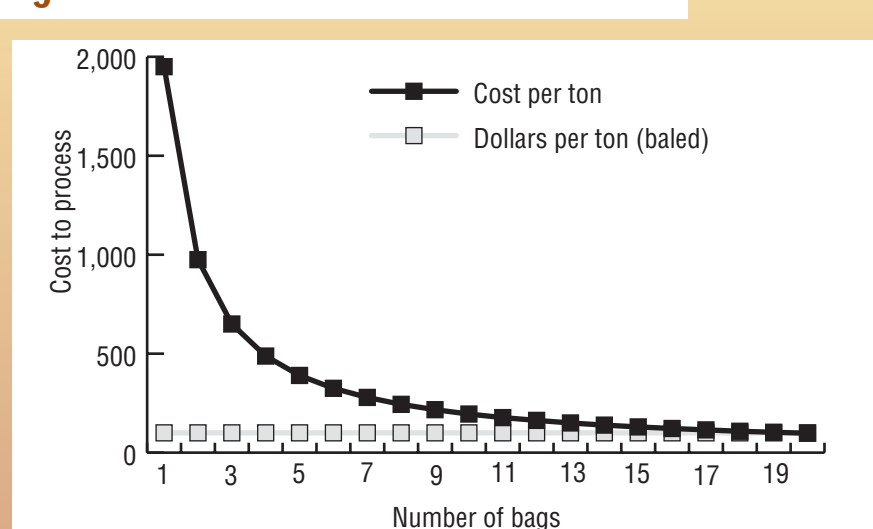
If forced to use compostable bags, most stores will likely switch to paper due to the very limited supply of bio-based plastic. Grocers currently offer plastic bags because they are inexpensive and convenient, but also because they offer significant water and energy savings over the production and transportation of paper bags. Production of plastic bags uses only four percent of the amount of water needed to produce paper bags. Moreover, paper bags generate roughly four times as much greenhouse gas emissions as plastic bags. In fact, if comparing plastic to paper bags, paper bags require seven more trucks on the road to deliver the equivalent of one truckload of plastic bags. Granted, most consumers fit more items in paper bags versus plastic, sometimes leaving the store with only one item in a plastic bag.

Thus, mandated use of biodegradable bags, in applications where a recycling infrastructure exists, will lead to hefty unintended consequences.

### How much film is out there?

An informal poll taken by Moore Recycling Associates, Inc. (Sonoma, California) found that, despite the use of cloth bags and reuse

**Figure 1** Processing costs versus scrap value



Source: Moore Recycling Associates, 2007.

of plastic bags, most employees still manage to accumulate enough material – bags and other clean mixed film – to require regular offerings to the local grocery store recycling bins. Perhaps this is because grocery bags account for a rather small percentage of the category of plastic called "film," or thin flexible sheets of plastic that can be recycled along with grocery bags. According to the U.S. Environmental Protection Agency (Washington), plastic bags represent less than three percent of plastics in U.S. municipal solid waste, whereas film is responsible for more than 13 percent of the plastic waste. In some regions, such as California, film makes up almost half the plastic waste stream – likely due to California's higher recovery rate of plastic containers.

Pallet wrap or stretch wrap, often found in warehouses or shipping centers, accounts for a large portion of the film segment. An exact amount is hard to determine considering approximately 40,000 shipping containers enter the U.S. country every day containing packaged goods. Use of film has increased with the growth in global trade. Companies use film because it protects products without adding the excessive weight of alternative packaging (e.g., cardboard), thus reducing the amount of fuel used in transportation. Ironically, film is produced from fossil resources, but also lessens demand for fossil fuels as it enables light-weighting. Transportation consumes far more fossil resources than is used to make plastics.

Most film produced in the U.S. is made out of polyethylene, a polymer derived mainly from natural gas. An increasing number of bags are imported from countries less rich in natural gas, thus imported bags may be produced from petroleum rather than natural gas, depending on the country of manufacture.

Despite this potential difference in the primary feedstock for PE, most of the film thrown away can be recycled. Nearly 700 million pounds of post-consumer film was recycled in 2005, and far more than that in 2006 and 2007. Advanced Environmental Recycling Technologies (Springdale, Arkansas) and Trex Co. (Winchester, Virginia) alone estimate they will need 1.2 to 1.5 billion pounds of film feedstock in 2007.

### End-use markets

The end-use markets for recycled polyethylene film fall into two broad categories: Those that require clean film and those that can tolerate wider specifications.

Some end-uses of recycled PE film need a high-quality feedstock. The markets require a resin with very low contamination and very consistent melt flow in order to maintain integrity of the thin-walled sections during the film blowing process. Thus, in order to use post-consumer PE material, manufacturers must utilize traditional, but costly, granulate-wash-rinse-dry-melt filter-extrude-pelletize-package operations. Producing a thin, strong bag with recycled-content resin is very challenging, as recycled content often leads to a thicker (i.e., heavier) bag.

Other products, however, have wider specifications and are more tolerant of minor contaminants. Most post-consumer film and bag scrap goes to the composite lumber market, which has historically paid suppliers the highest price for bales. Because composite lumber manufacturers are generally able to bypass washing and drying, the recovery process is economically and environmentally cost-efficient.

Demand for relatively clean scrap film is strong and expected to grow steadily. Considering the composite decking industry is

## Recycled PE film uses with wider specifications

- ◆ Railroad ties
- ◆ Parking lot curbs
- ◆ Signs
- ◆ Structural supports
- ◆ Playground items
- ◆ Landscaping
- ◆ Plastic pallets
- ◆ Building construction
- ◆ Profile extrusion of composites for window and door frames
- ◆ Molding of composites for shakes, shingles and doors
- ◆ Deck lumber, docks, posts and marine pilings, tables and benches

growing at a rate of 20-percent annually, composite material represents an attractive alternative to wood in the decking industry. However, only the two largest composite decking companies currently use post-consumer plastic and scrap wood as alternatives to virgin timber and plastic.

Trex Co., North America's largest manufacturer of composite decking, generated 2006 sales of over \$320 million. In 2006, Trex used more than 350 million pounds of recycled PE plastic, and the company expects to consume as much as one billion pounds of recycled polyethylene annually by 2010. AERT, the second largest domestic user of recycled PE film, entered into a joint development agreement with the Dow Chemical Co. (Midland, Michigan) in 1991 to develop PE film recycling technology.

AERT and Trex both offer limited lifetime warranties, so the issue of recovering scrap lumber is a distant issue. Theoretically, the material can be recycled back into new lumber. However, as with all recycling ventures, the catch is usually in the logistics of efficiently getting the material to market.

Beyond the big players, including the export market, a growing number of companies are sourcing recovered film as a flexible alternative to virgin resin in a variety of applications. Companies such as Agri-Plas (Brooks, Oregon), Nextlife (Delray Beach, Florida) and, most recently, Eno Plastics (Camarillo, California) process film for use by other manufacturers.

## Scrap prices and the marketplace

The scrap film market has offered relatively strong prices on a consistent basis for clean material, and even the middle grade material, since November 2004. Mixed film generated through grocery recovery programs has been far more valuable per ton than corrugated containers for more than two years.

## Current value of post-consumer film grades

The following descriptions indicate the variation in film quality as it is sold in the marketplace. The grades are in order of highest value to lowest.

Moore Recycling Associates tracks post-consumer scrap plastic prices through multiple buyers. The descriptions include current prices paid for delivered material, though prices do not include shipping.

### Post-consumer film grades (current value in truckload quantities)

**Commercial film:** Clear, clean PE film,

including stretch wrap and poly bags (\$0.25 per pound)

**Mixed film:** Mixed color, clean PE film, including grocery bags (\$0.215 per pound)

**Clean ag film:** Agricultural PE film, dry from uses that do not touch the ground – up to 10-percent contamination (\$0.07 per pound)

**Curbside film:** Mixed PE film generated at a MRF (\$0.05 per pound)

**Dirty ag film:** Agricultural PE film from the ground – up to 30-percent contamination (\$0.025 per pound)

Export buyers accept a broad range of film grades; however, some domestic buyers also handle limited quantities of agricultural or curbside scrap film, particularly when the price for premium grade material is high. While domestic buyers incur higher shipping costs compared to ocean freight costs for exporters, the export buyers must pay inland freight, which tends to even things out. However, processing contaminated material in China does cost significantly less than in the U.S.

The key to a healthy recycling industry is local supply and local demand. Most domestic film buyers complain about limited supply, which is unfortunate considering the potential value of material that ends up in landfills. Simply put, the film collection infrastructure needs to expand.

### Collection methods: Curbside and drop-off

While most plastic film is recyclable, curbside collection of film is usually not effective. The idea of just throwing the recyclable material in the curbside bin is appealing, but yields a lower grade commodity, while creating significant processing costs and problems.

Today's single-stream material recovery facilities (MRFs) are designed to separate containers from fiber, not loose film. Unless a facility has the capacity to dedicate staff to presort areas, film usually clogs the sorting equipment, rendering the whole operation less efficient. Conversely, if consumers collect multiple bags into a single bag, the processing costs at a MRF would decrease significantly and be comparable with the scrap value of curbside material. Figure 1 highlights this cost-value proposition based on the following assumptions: Seventy bags in a pound, one bag is pulled about every second with two sorters picking bags. However, the figure does not include the cost of baling or shipping.

Based on these cost assumptions, retail store collection offers an attractive alterna-

tive. But, as noted earlier, retail participation is dependent on its ability to provide plastic bags. Furthermore, in-store collection of film and bags is a convenient recovery method for both the public and the retailer, since retailers generate a stream of recyclable film, primarily stretch wrap. Also, consumers appreciate the ability to take back bags during shopping trips.

Retail bag collection also provides the public an opportunity to recycle much more plastics, since curbside film collection has limitations. All clean, dry No. 2 and No. 4 film is compatible for recycling with grocery bags through retail programs.

Stores usually combine the material collected from customers with pallet wrap and other film found in back-end operations. Consolidation leads to efficiency, which is why many stores are finding ways to recover film during cardboard collection. Businesses that generate cardboard often generate film, and co-collection offers an efficient way to collect two commodities without the challenge of contamination from liquid and food that might occur if film were co-collected with bottles and cans. The key is persuading haulers to pick up bagged or baled film with the bales of cardboard.

With more businesses and municipalities collecting film through drop-off programs, the next goal is to encourage the public to take advantage of recycling options. Promoting bag recycling and conservation in stores works, because stores are where people both obtain bags and have the option to recycle them. A successful in-store campaign often includes:

- ◆ Reduction in wasteful use of all types of bags (e.g., encourage reuse, and avoid double bagging or bagging items with handles)
- ◆ Expansion of film recovery programs
- ◆ Increased public participation in the recovery of all-recyclable film material through

retail drop-off programs.

Through early involvement in a recycling campaign rather than fighting punitive action by local and state governments, retailers can distinguish themselves as environmental stewards.

### Where do we go from here?

Consumers and retailers will make choices about bag use based on total cost, both environmental and economic, but only if they are assessed the real cost of goods. Many potential alternatives are on the table, including bans, fees, mandatory retail collection, conservation and recycling education, and doing nothing.

The relative importance assigned to environmental impacts varies, but reducing greenhouse gas emissions is certainly an overarching objective. Such reductions will require a radical shift in conservation efforts, requiring a focus on reducing the amount of material consumed. Will a plastic bag ban reduce

how much material is consumed? Will it facilitate resource recovery? Unlikely, if consumers have access to only paper bags. More than likely, litter will be reduced as solid waste, energy and water use increases. Plastics are a growing portion of the waste stream, but pale in comparison to the paper massing in landfills. While bio-based plastics offer potential, they, too, will likely result in more waste and no reduction in litter unless municipal food scrap collection and litter prevention grows dramatically.

Collection infrastructures take time to develop. Now that film recovery is showing dramatic promise, bag bans may put a halt to the progress. As with most complex issues, the best solution is often the result of collaboration and an exploration of all of the necessary trade-offs. Retail companies that have voluntarily taken the initiative to recycle and conserve should be acknowledged. Some retailers, such as IKEA (Leiden, the Netherlands), are voluntarily charging customers for bags; other stores provide a monetary reward

to customers who reuse bags.

Consumers are actively looking for a place to recycle plastic bags. The end-use infrastructure exists and users are paying for additional material. Facilitating recycling sometimes feels like it is enabling increased use of resources. Recycling should not serve as a replacement for source reduction or reuse, but rather as a transition to a more sustainable way of life.

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For more information about recyclable film and bags, go to [www.plasticbagrecycling.org](http://www.plasticbagrecycling.org). The site includes:

- ◆ A directory of buyers
- ◆ A calculator tool to analyze the economics of recovery
- ◆ A step-by-step guide on how to set up a program
- ◆ Information for recycling coordinators interested in facilitating recovery in their area.

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