

SONOMA COUNTY WASTE MANAGEMENT AGENCY

June 18, 2008

**8:30 a.m.
*Please note time change***

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

****UNANIMOUS VOTE ITEM #6.3**

Estimated Ending Time 11:30 a.m.

- | <u>ITEM</u> | <u>AGENDA</u> | <u>ACTION</u> |
|-------------|---|-------------------|
| 1. | Call to Order/Introductions | |
| 2. | <u>Attachments/Correspondence:</u>
Director's Agenda Notes
Cold Creek Compost, Inc. Operational Documents (to be distributed at meeting) | |
| 3. | <u>On file w/Clerk: for copy call 565-3579</u>
Resolutions approved in May 2008
2008-018 Resolution of the SCWMA Authorizing the Purchase of Recycling Containers from Creative Pipe, Inc. for use in the Town of Windsor
2008-019 Resolution of the SCWMA Approving the Purchase Order with Norseman Plastics for the Purchase of Kitchen Veggie Scrap Collection Pails
2008-020 Resolution of the SCWMA Approving the Fourth Amendment to the Agreement for AB 939 and HHW Facility Services, by and between the Agency and the City of Petaluma
2008-021 Resolution of the SCWMA Authorizing an Agreement with ASL for Electronic Waste (e-waste) Collection Event Services | |
| 4. | Public Comments (items not on the agenda) | |
| | <u>CONSENT</u> (w/attachments) | Discussion/Action |
| | 5.1 Minutes of May 21, 2008 | |
| | 5.2 Beverage Container Purchase | |

REGULAR CALENDAR

HOUSEHOLD HAZARDOUS WASTE

- | | | |
|-----|--|-----------------------|
| 6.1 | EPR Presentation by Bill Worrell,
San Luis Obispo
[Steinman] | Discussion/Action |
| 6.2 | EPR Implementation Plan (Ordinance)
[Steinman](Attachment) | Discussion/Action |
| 6.3 | Third Amendment to Agreement with C2
Alternative Services to Audit Oil Recycling Centers
and Coordinate Oil Recycling Publicity and Programs
[Steinman](Attachment) | UNANIMOUS VOTE |

COMPOSTING/WOOD WASTE

- | | | |
|-----|---|-------------------|
| 7.1 | Compost Program Update
[Klassen] | Discussion/Action |
| 7.2 | Compost Relocation Update
[Carter](Attachment) | Discussion/Action |

ADMINISTRATION

- | | | |
|-----|--|-------------------|
| 8.1 | Future Funding Discussion
[Fisher] | Discussion/Action |
| 8.2 | Divestiture Agreements
[Klassen](Attachment) | Discussion/Action |
| 8.3 | Update on Executive Director Position
[Klassen](Attachment) | Discussion/Action |

DIVERSION

- | | | |
|-----|---|-------------------|
| 9.1 | Zero Waste Presentation AB 939 Local
Task Force
[Klassen](Attachment) | Discussion/Action |
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EDUCATION

- | | | |
|------|---|-------------------|
| 10.1 | Back-to-School Grant Program
[Chilcott](Attachment) | Discussion/Action |
| 10.2 | Spanish Language Outreach Agreement
[Chilcott](Attachment) | Discussion/Action |

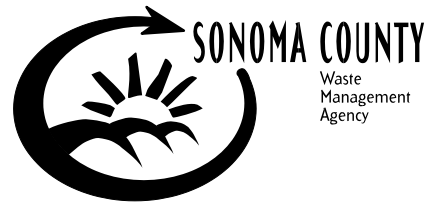
- 11. Boardmember Comments
- 12. Staff Comments
- 13. Adjourn

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: Susan Klassen, Interim Executive Director

SUBJECT: JUNE 18, 2008 AGENDA NOTES

CONSENT CALENDAR

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

5.1) Minutes of May 21, 2008

5.2) Beverage Container Purchase The City of Petaluma has requested that the SCWMA purchase thirty recycling containers for use in the city's parks, though funding is available for eight of the selected containers this Fiscal Year. **Recommended action: staff recommends the Board grant the Chair authority to sign a purchase order for the selected recycling containers at a cost of \$7,343.75.**

REGULAR CALENDAR

HHW

6.1) EPR Presentation by Bill Worrell Bill Worrell is the Manager of the San Luis Obispo County Integrated Waste Management Authority. He has been responsible for building and operating six permanent household hazardous waste facilities. He has also implemented the largest battery and fluorescent tube take back program in California. Bill's presentation to the Board will cover two recently implemented programs in San Luis Obispo County, an AB 939 fee surcharge on all garbage bills and mandatory take back ordinances for household batteries, fluorescent tubes and sharps.

6.2) EPR Implementation Plan (Ordinance) Sonoma County's Extended Producer Responsibility (EPR) Implementation Plan focuses on household batteries, mercury lamps, and mercury thermostats. Since legislation at the state and national level has been slow in addressing EPR and no significant improvements have been made in shifting responsibility to pay for and manage these items to the manufacturers and others in the supply chain, the next step for Sonoma County would be to consider implementing a local mandatory take-back ordinance for these waste streams. As a first step, staff is recommending a one (1) year voluntary take-back program for sellers of these products to allow staff time to develop relationships with retailers and offer support. **Recommended action: Staff recommends the Board direct staff to develop a scope of work for a Contractor to assist staff in developing a one (1) year voluntary take-back program for household batteries, mercury lamps, and mercury thermostats, with Sonoma County retailers, to bring back to the Board for consideration.**

6.3) Third Amendment to Agreement with C2 Alternatives Services to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs In May 2003, the Agency entered into an agreement with C2 Alternative Services (Contractor) to audit oil recycling centers and coordinate oil recycling publicity and programs. The initial term of this Agreement shall end on June 30, 2008 with annual extensions upon mutual agreement. The Contractor has indicated their willingness to extend the term of the contract. Staff has been very satisfied with the quality of this Contractor's performance and is unaware

of any consultants in the area performing this work. **Recommended action: Adopt Resolution to approve the Third Amendment to the Agreement with C2 Alternative Services to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs and to authorize the Chair to execute the Third Amendment to the Agreement on behalf of the Agency.**

COMPOSTING/WOOD WASTE

- 7.1) Compost Program Update Staff will update Board members on the status of the composting program for yard debris and wood waste. **No action requested.**
- 7.2) Compost Relocation Update Staff and the consultant team will update Board members on the site selection process for the Compost Relocation project. The top ranked sites will be discussed, and three sites (one preferred and two secondary) will be selected for further study in an Environmental Impact Report. **Recommended action: Staff recommends accepting the consultant's recommendation of studying Sites 40, 41, and 38 further in an Environmental Impact Report, with Site 40 as the preferred site, and sites 41 and 38 as alternatives. Alternatively, if the Board wishes to incorporate staff's opinion of willing participants, staff recommends Sites 40, 5a, and 13 for further study. The consultant has provided information about other sites, should the Board wish to examine sites other than those presented in these recommendations. Any combination of preferred and alternative sites may be selected by the Board.**

ADMINISTRATION

- 8.1) Future Funding Discussion During the FY 06-07(check date) budget preparation, a discussion of the potential of using other funding sources, other than the surcharge tipping fee, for the Sonoma County Waste Management Agency (SCWMA) was initiated. After much discussion, the Board decided to maintain the surcharge tipping fee. The Board recognizes that with reduced tonnage coming through the County system, the associated surcharge revenues would be reduced and SCWMA would need to explore additional options at a later date. At the May 21, 2008 Agency meeting, the Board requested that additional funding ideas be brought to the June 18, 2008 Agency meeting for initial discussion. Staff proposes these ideas as discussion material only. **Requested action: Staff requests direction from the Board on which funding option(s) the would like to pursue further.**
- 8.2) Divestiture Agreements Two lease agreements were identified as necessary to facilitate the potential landfill divestiture process. An Agency ad hoc committee was formed and met with County staff regarding the Household Hazardous Waste Operations Facility. An agreement between the Agency and a new landfill owner will be presented at a later date. **Requested action: Staff recommends approving the Draft Lease between the County of Sonoma and the Sonoma County Waste Management Agency for the Household Hazardous Waste Operations Facility, as developed by the ad hoc committee.**
- 8.3) Update on Executive Director Position Oral Board interviews with the top 8-10 candidates were held on May 22. Following the Oral Board, departmental interviews were conducted with the top three candidates. The Department is currently conducting background checks and reference checks. **No action requested.**

DIVERSION

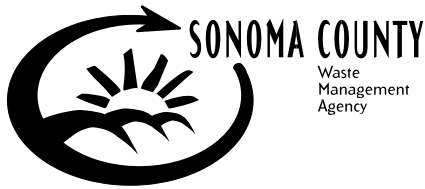
- 9.1) Zero Waste Presentation by AB 939 Local Task Force **No action requested.**

EDUCATION

- 10.1) Back to School Grant Program At the February 20, 2008 Agency meeting, staff was directed to use \$9,701 in contingency reserve funds for a Board-directed schools program targeting 5th and 6th graders. To better understand the role the Agency might take in the schools, a snapshot was created of environmental education activities already taking place in Sonoma County. In the course of doing research for this report,

staff discovered so many ideas worthy of Agency support that it became difficult to recommend just one for funding. To assist with selection of a program, staff recommends distributing a competitive Request for Proposals for a Schools Grant Program for 5th and 6th graders. **Recommended action: Staff recommends authorizing staff to distribute a competitive Request for Proposals for a Schools Grant Program for 5th and 6th graders.**

- 10.2) Spanish Language Outreach Agreement On April 11, 2008, Agency staff distributed the Board-approved Request for Qualifications for two-year Spanish Language Outreach Services agreement. On May 5, 2008, two proposals were received from California Human Development and from the current contractor, C2 Alternative Services. Proposals were reviewed based on the Evaluation Criteria outlined in the RFQ. **Recommended action: Staff recommends awarding the two-year (\$24,000 per year) contract for Spanish Language Outreach Services to C2 Alternative Services and authorizing the Chair to sign the agreement.**



Item #5.1

MINUTES OF MAY 21, 2008

The Sonoma County Waste Management Agency met on May 21, 2008, at the City of Santa Rosa Utilities Department's Subregional Water Reclamation System Laguna Plant, 4300 Llano Road, Santa Rosa, California.

PRESENT:

City of Rohnert Park	Tim Smith, Chair
City of Cotati	Damien O'Bid
City of Cloverdale	Gus Wolter
City of Healdsburg	Marjie Pettus
City of Petaluma	Vince Marengo
City of Santa Rosa	Dell Tredinnick
City of Sebastopol	Dave Brennan
City of Sonoma	Steve Barbose
Town of Windsor	Christa Johnson
County of Sonoma	Phil Demery

STAFF PRESENT:

Interim Executive Director	Susan Klassen
Counsel	Janet Coleson
Staff	Patrick Carter
	Karina Chilcott
	Charlotte Fisher
	Lisa Steinman

Recorder	Elizabeth Koetke
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1. **CALL TO ORDER SPECIAL MEETING**
Chair Tim Smith called the special meeting to order at 8:35 p.m.
2. **OPEN CLOSED SESSION**
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(c), one case.
3. **ADJOURN CLOSED SESSION**
No report.
4. **CALL TO ORDER REGULAR MEETING/INTRODUCTIONS**
The regular meeting was called to order at 9:25 a.m. by Chairman Smith.
5. **ATTACHMENTS/CORRESPONDENCE**
Chairman Smith, called attention to the Director's Agenda Notes, the AB 501 Letter of Support, the two letters from the AB 939 Local Task Force to the Board of Supervisors, and the letter from Cold Creek Compost.
6. **ON FILE WITH CLERK**
Chairman Smith, noted the resolutions from the April 16, 2008 meeting, and the amended minutes from the March 19, 2008 SCWMA meeting on file with the clerk.

7. PUBLIC COMMENTS

Martin Millick, Cold Creek Compost, said their facility is in the market for additional green waste. It is a viable facility that could expand to increase their capacity. He said the green waste from Cloverdale and Healdsburg which is about 20% of Sonoma County's green waste is trucked further. Two-thirds of their feedstock is from Sonoma County, they accept pumice from the wineries, and manure and birds from the chicken ranches. They are permitted to accept dead chickens; they take in about 14,000 birds a week.

Christa Johnson, Town of Windsor, asked if Cold Creek Compost is currently permitted to accept vegetative food waste.

Martin Millick, said they are permitted to accept food waste, including meat, from grocery stores or any agricultural facilities. But their use permit prohibits them from taking food waste from restaurants; no other food wastes are addressed. They are currently working with the LEA to upgrade their facility so that all food waste will be allowed.

Lynn Goodison, CRC and Education, expressed concern about the shipments of e-waste outside the US to nations in areas of the world that do not have environmental safeguards in place to insure the safe handling and disposition of hazardous and toxic materials. These toxics, shipped outside of the US have been the study of the Basil Action Network the Silicon Valley Toxics Coalition and the State of California Department of Toxics Substance Control, part of the California EPA. Electronics not covered by SB 20/50 including printers, scanners, fax machines, computer towers and desktops have been proven by the DTSC to test positive for heavy metals and other hazardous and potentially toxic contaminants. Since these items are not covered by SB 20/50 they are not banned from export and the DTSC and the California Integrated Waste Management Board has reported on the continued export without regulations and safeguards of electronic waste to areas outside of the USA. She asked if the County had conducted a two-level downstream review or audit of the proposed contractor for all the electronics, especially the non-SB 20/50 electronics they are proposing and the County is agreeing for the contractor to collect? If so, had the County accepted and approved or certified the review or audit? If the answer to either of these questions is no, then she requested that the award of the e-waste contract be postponed until the County researches these two issues.

According to statutes in Senate Bill 20 and SB 50 if Sonoma County provides an exemption to the contractor as was offered in the original and the amended proposal, to the perspective contractor performing collection activities for the SCWMA, the County insures and indemnifies the Contractor from certain provisions of the act, acting on the County's behalf. Has the County evaluated the possible legal and financial risks to the County arising from any claims against the collector/recycler for materials associated with the collection activities under this contract with the County? And has the County reviewed and accepted the findings and approved insuring and indemnifying the collector/recycler for the purposes of this contract?

Chairman Smith said this matter would be discussed further in agenda item #11.1

CONSENT

- 8.1** Minutes of April 16, 2008
- 8.2** 3rd Quarter Financial Report
- 8.3** Recycling Container Purchase
- 8.4** Kitchen Veggie Pail Purchase Order

Vince Marengo, Petaluma, requested to have consent item #8.2 pulled for a question.

Dave Brennan, Sebastopol moved to approve the remaining consent items, Marjie Pettus, Healdsburg, seconded. Consent items 8.1, 8.3, 8.4 approved.

Vince Marengo, Petaluma, asked about the funding source of the contributions on page 25 of the 3rd Quarter Financial Report (Item 8.2).

Charlotte Fisher said the contributions were from the appropriate cost centers. For Organics it would be Yard and Wood Waste. For the HHW Closure and HHW Facility the cost center would be HHW. Contingency would come out of the other three cost centers surcharge funds which are Education, Diversion, and Planning.

Agenda item #8.2 was moved for adoption by Vince Marengo, Petaluma. Gus Wolter, Cloverdale, seconded. Motion approved.

REGULAR CALENDAR

ADMINISTRATION

9.1 UPDATE ON SCWMA EXECUTIVE DIRECTOR POSITION

Susan Klassen said 34 applications had been received in response to the recruitment for this position. Because of the number of responses, Human Resources will conduct an Oral Board to narrow down the candidates to the top two or three candidates, those top candidates will be referred to our department for a departmental interview and final selection.

9.2 AMENDMENT TO CITY OF PETALUMA SERVICES AGREEMENT

Charlotte Fisher commented that this agreement was negotiated in November 2004 between the City of Petaluma and the Agency when the City of Petaluma decided to take their waste out of the County waste stream and pay for the Agency's services with a direct agreement. This is the Fourth Amendment to that agreement. The formula is simple the tonnage from the prior calendar year is multiplied by the tip fee which was agreed upon in the budget approval process in this case it's \$5.40/ton. The total amount of this agreement for fiscal year 2008-2009 would be \$167,900, quarterly payments to the Agency.

Phil Demery, County of Sonoma, said as the County moves forward with the divestiture process some of the cities have commented about desiring to keep the tip fee competitive. He suggested agendaizing the issue of taking the JPA fee off the tip fee at a future meeting, using the Petaluma model.

Chairman Smith said the agreement with Petaluma has been very successful. He suggested agendaizing fee structure funding alternatives for the next meeting when Bill Worrell from San Luis Obispo will be visiting.

Dave Brennan, Sebastopol, moved to approve the Fourth Amendment to the City of Petaluma Services Agreement. Dell Tredinnick, Santa Rosa, seconded. Motion approved.

Dave Brennan asked if there was a true up in the agreement since that fee is based on tonnage for the prior year.

Charlotte Fisher said at the present time there is no true up.

COMPOSTING/WOOD WASTE

10.1 COMPOST PROGRAM UPDATE

Susan Klassen said the reports from Sonoma Compost Co. for February and March are

in the agenda packet and the 1st Quarter Allocations were distributed this morning.

Alan Siegle, Sonoma Compost Co. encouraged the Cities to call when they are ready for their allocations.

Dave Brennan asked about the amount of wood waste that was taken to Central from Sebastopol in February and March.

Susan Klassen said she would check into that.

Chair Smith said the proposal from Martin Millick, Cold Creek Compost, was very interesting and asked about the contractual obligation the Agency has with Sonoma Compost Company in regards to supplying them materials.

Janet Coleson, Agency Counsel, said she would look into it and report back at the June meeting.

10.2 COMPOST RELOCATION PROJECT

Patrick Carter provided the background and summary of the staff report.

Chairman Smith asked the Board members to comment;

Stephen Barbose, Sonoma, said not only the current 100 year flood plain should be taken into consideration but the projected sea level rise that might be expected, 100 years is probably too far, something less than that is appropriate, a 25 years projection should be a factor that's considered in the matrix. The willing seller is also an important criterion, as is ease of location and access to location. He would like staff to have further communication with Open Space as to whether an open space easement is inconsistent with a compost facility. Working jointly with the Open Space District could be a good option. Perhaps going to the BOS' would be beneficial.

Damien O'Bid, Cotati, said his preference is to find a willing seller. In regards to the flooding issues and the possibility of future flooding, he's not opposed to siting a facility in those areas but said there could possibly be some permitting issues associated with those areas.

Dave Brennan, Sebastopol, said he echoed the comments of the previous two Board members except that he feels we should go with the 100 year flood plan, which might eliminate some of the sites in the flood plain, unless the elevation problem is mitigated by the way the site is developed. He is not supportive of anything protected by levies as levy maintenance can be very tricky. The site should have the opportunity for bio-solids to be introduced to it, and eminent domain should be a last resort. Any site not currently under an open-space agreement should be pursued, and staff should have a discussion with the open-space district that anything they might be considering at this time, but have not agreed to put into open space, should be considered and brought up with them in advance so possibly some cooperative arrangement could be worked out prior to them becoming part of the open-space district.

Phil Demery said more effort needs to be put into the analysis of these properties to identify the 100 year flood plain because there are some compatible uses. There are homes that are located in the 100 year flood plain that are mitigated by higher elevation, this is a compost facility, there are mobile home parks and other facilities that are subject to flooding. The 100 year flood plain needs to be looked at, there is a flood-way and a flood-way fringe, anything in the flood-way fringe could be a compatible use. Depths need to be looked at, if its 1 foot, that's not a lot of flooding, 10 to 15 feet, is another issue. Most people don't understand that the 100 year flood plain doesn't

happen once in a hundred years, what it means is that there's a 1 percent chance of it occurring in any given year. In his opinion it's fully compatible with a composting facility in a hundred year event but how extensive the flooding is in those events needs to be looked at. FEMA has done the modeling and could probably give staff information about what 10, 25, 50 and 100 year events are. He suggested checking with FEMA before excluding properties.

Dell Tredinnick, said he agreed with not wanting to use eminent domain and with the comment about the inclusion of bio-solids. He said we should keep our options open and be flexible; the property owners who have said "no" should be kept informed of the process in case they change their minds. Finally, he would like to make sure that the sea-level change predicted agrees with FEMA to make sure that there are consistencies between FEMA's expectations and the 100 flood plain analysis.

Vince Marengo echoed the sentiments of the other Board members, he said the siting element is more restrictive than useful at this point, he believes that a permitted agricultural use on an open space conservation easement would be consistent and should be evaluated and researched. As far as FEMA, a 100 year model is nice, but additionally it would be good to site a 10 year model, and a 5 year model. He uses those models on a routine basis; their street system is modeled on a 10 year model. He is interested in expanding the siting element. He'd like to see further engineering at this point.

Gus Wolter, Cloverdale, said it may be redundant at this point but Cloverdale would prefer a willing seller, an exploration of working with open space, the option to add bio-solids, and lastly the mitigation of flood concerns.

Marjie Pettus, Healdsburg, said she concurs with what has already been said regarding bio-solids and also about finding a willing seller.

Chair Tim Smith said he preferred a willing seller, respect to water we have the rise and the rain, he asked about the rain in 2005/2006.

Alan Siegle, Sonoma Compost Company, said the facility was fine during those rains, the site is well built and designed to handle those issues it has hard surfaces that drain to sediment ponds.

Chair Smith said as to a permitted agricultural use, agricultural preservation, and open space district land, that is something that should be explored as soon as possible. As to location, cooperating with other agencies is an excellent idea. Transportation and traffic is very important. And lastly, does the Agency really need this? There's been a proposal from a site in Ukiah that's already permitted and might work well for the Agency.

Even though the RWQCB has suggested that they won't approve an extension on a permanent landfill/transfer station site, maybe they will. Staff time should not be spent on redoing a needs analysis; we need to presume that we need it. Staff time would be well spent on pre-environmental impact report.

Patrick Carter reiterated direction from the Board; the Board is interested in a willing seller. Staff received direction to contact open space in the near future to determine whether that is feasible. There's consensus to mitigate flooding or at least model the flooding and potentially mitigate rather than eliminate sites. And include bio-solids as a potential for cooperation with other agencies and as another design consideration.

HOUSEHOLD HAZARDOUS WASTE

11.1 E-WASTE CONTRACT RECOMMENDATION

Lisa Steinman delivered the staff report.

Staff recommended awarding to ASL Recycling, the highest ranking proposer, the two year contract for E-waste Collection Event Services. As this is not a low/high bid Agreement, the Agency Board may award the Agreement to GIRE or to any of the proposers who are determined to best meet the needs of the Agency.

Christa Johnson, Town of Windsor, asked if ASL was a for-profit company.

Lisa Steinman said they are.

Stephen Barbose, Sonoma, asked for clarification about the site locations and insuring service to all areas of the County.

Lisa Steinman said that ASL has six sites, but staff will work with ASL to help develop other sites.

Susan Klassen suggested looking at the sites where the CTC's are currently held.

Gus Wolter, Cloverdale, asked if downstream disposal was addressed in the RFP. Lisa Steinman confirmed that it was addressed in the RFP and both top proposers included a list of their downstream vendors in their proposal and how the materials were handled.

Stephen Barbose asked if their downstream vendors' disposal is consistent with the concerns expressed by the public earlier.

Lisa Steinman said she could request an audit of the downstream vendors. She could also arrange to get the certificates of disposal to track the manifests to see exactly how the materials are being disposed of. In the contract there is a 10 day cancellation clause, if it turned out that the materials aren't actually going where the proposers said they are going, the contract could be cancelled.

Dave Brennan, Sebastopol, asked how much revenue is expected to come in through this contract on an annual basis.

Lisa Steinman did not have the exact numbers but estimated that ASL was about \$8,000 for 3 months. And Goodwill was about half that at \$4,000.

Chairman Smith asked if there were any other e-waste proposers that were present and interested in speaking.

Jan Rice, Universal Waste Management said she was there to listen.

Lynn Goodison, CRC and Education said they believe in reuse, not just recycling. They refurbish and donate to schools, homebound elderly, non-profits and foster children.

Heather Thordarson, ASL, said she appreciates this opportunity. She's worked for ASL for two years. They have an open-door policy and everyone is invited to come and tour their facility at any time.

Mark Ihde, GIRE, said he would like to commend Agency staff for taking an awkward situation and turning it into a fair and equitable solution. It appears from staff analysis that one of the most significant factors is the reimbursement rate and even though GIRE

offered to negotiate that rate based upon a higher volume, they could not come close to matching what ASL's rate is, based upon their experience and staffing costs. They have no intention of appealing the decision the Agency Board made today and they plan to continue to collect e-waste at their donation sites. One notable point mentioned in staff information regarding the limited geographic collection efforts of ASL and the staff expense to assist them in locating sites, if the contract is awarded to ASL one suggestion is to use some of the revenues collected to market to those unserved areas of the County using Goodwill Stores and attended donation sites as a daily collection opportunity for those people. Based on his experience, the drives in the most populated areas are the most productive; the smaller jurisdictions have barely been able to cover their costs.

Goodwill provides job training and placement services for people with disabilities and their barriers to employment.

Regarding downstream, the State performs audits of the certified recycling companies and those can be provided to the Agency.

Heather Thordarson said ASL has some Goodwill clients in the Bay Area and it would be nice to work together in Sonoma County.

Lynn Goodison, said the State only audits SB 20 and SB 50 items, they don't audit the printers, scanners, fax machines which are toxic and full of lead. A lot of that material goes downstream and disappears. That unaudited e-waste is a concern.

Janet Coleson, Agency Counsel, said there is an indemnification clause in the existing Agreement and the proposed Agreement which requires the chosen contractor to indemnify the Agency against any liability. The Agency has insurance requirements as well.

Chairman Smith asked the Board members for further comments.

Gus Wolter, Cloverdale, said his comments regarding downstream were more environmental than relating to indemnification.

Christa Johnson, Town of Windsor, asked staff what the price difference was.

Lisa Steinman said ASL offered to pay \$0.25/lb for CRT's and Goodwill offered to pay \$0.08/lb. Also, ASL offered to pay \$0.13/lb for CPU's and Goodwill will not pay for CPU's.

Phil Demery, County of Sonoma, thanked the four companies that were represented at the meeting. He thanked Agency staff and said this is an excellent process; it's not all about cost. All the different factors that are important to this have been addressed and staff took an uncomfortable situation and brought it above board. He concurred with staffs' recommendation.

Damien O'Bid, Cotati, asked what will happen if the State lowers the reimbursement rate.

Lisa Steinman said staff would negotiate with ASL to come up with a different payment structure, and then an amendment to the contract would have to be done.

Susan Klassen said there's language in the agreement that provides for that, all of the proposers expressed an interest in renegotiating the payment to the Agency if the

reimbursement rate from the State changes. There is also a 10 day termination clause in the agreement.

Stephen Barbose, Sonoma, thanked staff for their thorough analysis. He said he had some reservations about the recommendation because in the final analysis it's difficult to put numerical weighting on some of these things and they are so close. His preference is towards Goodwill because of their overall mission and all the good things they do. He likes partnering between government with non-profits, because non-profits go underfunded usually and he's always interested in working together to achieve common goals. For that reason he recommends giving the contract to Goodwill.

Chairman Smith asked Stephen Barbose if that was a motion for Goodwill and said if it was he would second the motion and open up for discussion.

Chairman Smith said he acknowledges how hard staff has worked on this. He likes the fact that Goodwill is a local non-profit. The weighting criterion is very close. It's clear from the staff report that this is not a high/low bid agreement. The staff report also indicates that more staff time would be required to help ASL find sites. He'd like whoever gets the bid to work together with the others. He said he finds the reuse and education compelling. He would like to keep this material out of the waste stream and see it reused.

Phil Demery commented that staff has done everything the Board asked of them. They have looked at this in depth and they are our professional staff that we pay. He said he trusts their judgment.

Chairman Smith said he trusts their judgment too, but feels there is a higher mission here. He's willing to go on the record as seconding on the motion in favor of Goodwill.

Christa Johnson, Town of Windsor, said she wanted to go on the record as saying that whoever gets the bid, she'd like them to do some work in Windsor.

Chairman Smith called a roll call vote to award the contract to Goodwill. The roll call vote resulted in a 5/5 vote, the motion did not pass.

Phil Demery, County of Sonoma, made a motion to concur with staffs' recommendation and provide direction to ASL to work with Goodwill Industries on sites, to whatever extent possible. Dave Brennan, Sebastopol, seconded. Motion approved.

11.2 HHW FACILITY CLOSURE COSTS

Lisa Steinman summarized the staff report.

Staff recommended that the Board approve the Second Revision to the Sonoma County Household Toxics Facility Closure Plan. Staff also recommends excluding the estimated costs (\$450,000) for the demolition of the existing structure and disposal of the materials. Staff does not anticipate the need for demolition of the HHW facility. It is believed that the building itself has many potential beneficial uses for the County or a new owner, should it not be used for HHW collection. Therefore, no change to the existing HHW contingency reserve program is recommended at this time.

Dell Tredinnick, Santa Rosa, said the demolition aspect is not in keeping with our mission. Any discussion of any building that the Agency owns should be about deconstruction and beneficial reuse.

Lisa Steinman said she spoke with the County Engineer and if they were to recycle the items, rather than dispose of them, it would be about \$250,000 as opposed to \$315,000.

Vince Marengo, Petaluma, said he is supportive of the recommendation.

Vince Marengo, Petaluma, moved to approve the revision with clarification that this includes the contingency but not the demolition. Dave Brennan, seconded. Motion approved.

PLANNING

12.1 REPORT ON 2006 DIVERSION QUANTITIES

Patrick Carter stated staff prepares diversion report cards for each member jurisdiction using data collected in conjunction with the AB 939 Annual Report to the CIWMB. These report cards contain information for recycling, compost, municipal solid waste (MSW), and Household Hazardous Waste. Demographic information such as population and housing counts compiled by the California Department of Finance and the CIWMB's estimated statewide diversion rate are included in the Diversion Report Cards in an attempt to compare statistics between jurisdictions.

According to the CIWMB staff, the Sonoma Countywide diversion rate for 2006 was 64%, up three percentage points from the 2005 Annual Report.

SCWMA staff compiled data for residential and commercial recycling, compost, and municipal solid waste. Dividing the residential materials by the number of households in each jurisdiction as well as the county as a whole provides a standard metric. Household hazardous waste totals and the diversion rate listed are for the entire county.

Though the data sources are noted on the report cards, there are several limitations that should be addressed. The recycling and composting data only include material collected by the commercial haulers or self-hauled materials, not materials taken to drop-off locations outside of the County Disposal System. Allocating the municipal solid waste (MSW) between residential and commercial sectors was done by examining the percentages from the 2006/07 Waste Characterization Study. Staff does not have a method to determine residential/commercial ratio of self-hauled MSW, so self-hauled MSW was excluded from the process to determine the residential/commercial percentages of MSW on the 2006 Report Cards.

DIVERSION

13.1 PLASTIC BAGS UPDATE

Patrick Carter said this is the monthly update on plastic bags. On April 14, 2008, the California Superior Court in Alameda County ruled in favor of the Coalition to Support Plastic Bag Recycling. The court determined the City of Oakland's use of an exemption from CEQA analysis with regard to the City's ordinance to ban the distribution of single-use plastic bags at the point of sale was invalid. The City may need to perform an environmental impact report to determine the environmental impacts from banning the specified plastic bags. It is unknown at this time what course of action the City of Oakland will pursue.

On May 12th, 2008, in the City of Malibu, there was a first hearing on a ban to potentially prohibit distribution of all plastic bags by all retailers. There will be a second hearing on May 27th. It's different from Oakland as they did an initial study and a negative declaration and found that banning plastic bags was not a detriment to the environment and that's how they complied with CEQA.

AB 2058 was radically changed on May 5th of 2008. The amendments increase the target diversion rate for plastic bags to 70%, as measured in the 12-month period ending December 31, 2010, raise the fee charged to customers to \$0.25 per bag (up from \$0.15 per bag), extend the fee to paper carryout bags beginning July 1, 2011, and remove the

language introduced in AB 2449 that preempts local government from establishing a fee schedule for plastic carryout bags. Additionally, stores which collect fees from paper or plastic carryout bags must demonstrate that the fees are used in consultation with local communities toward paper and plastic litter removal, waste reduction, and recycling efforts.

13.2 SUNDANCE BIG IDEAS FOR A SMALL PLANET

The Sundance Channel 'Big Ideas for a Small Planet' taped a segment about the diversion programs at the Central Landfill. The DVD of the program was shown.

14. BOARDMEMBER COMMENTS

Dave Brennan, Sebastopol, asked if the correspondence from Cold Creek Compost had been properly addressed.

Janet Coleson, Agency Counsel said she would check the agreement with Sonoma Compost and get back to the Board.

15. STAFF COMMENTS

Susan Klassen said that the Agency agendas and Agency agenda packets are now available on the web at the www.recyclenow.org website.

She asked the Boards consideration to take a hiatus for July.

Chairman Smith said based on staff recommendation he move that the Board take a hiatus for July. Dell Tredinnick, Santa Rosa, seconded.

Karina Chilcott commented that the Recycle Guide is printed in the new AT&T phone book and there is a companion mini-book. In 2007, the Agency advertised in the mini-book in addition to the regular sized phone book. In 2008, the Agency elected not to advertise in the mini-book, but when her AT&T Marketing contact heard about that she initiated a bartering agreement where she detailed all of the advertising opportunities the Agency had given to AT&T in 2007 through inserts, the eco-desk, some television interviews and other promotions, and she came up with an approximate \$81,000 for that. She was able to justify to the AT&T staff the printing of the Recycle Guide in the 2008 mini-book and in addition she was able to get the Agency's logo on the cover.

In regards to the ambitious events schedule, the two interns along with staff have completed 28 events to date and they are planning to more events.

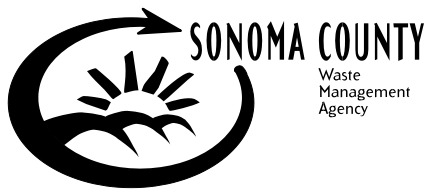
16. ADJOURN

Meeting adjourned at 11:13 a.m.

Respectfully submitted,
Elizabeth Koetke

Distributed at meeting:

Revised Compost Relocation Project Transmittal
Compost Allocations



Agenda Item #: 5.2
Cost Center: Diversion
Staff Contact: Carter
Agenda Date: 6/18/2008

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.

II. DISCUSSION

The City of Petaluma has requested that the SCWMA purchase thirty recycling containers for use in the city's parks. Unfortunately, funding is only available to purchase eight containers, though staff intends to bring the decision to purchase the remaining twenty-two containers should more funding become available in the FY 08/09.

III. FUNDING IMPACT

Purchasing eight recycling containers for the City of Petaluma costs \$7,343.75. These containers would be purchased using funds from the DOC's City/County Payment grant. \$197.55 remains unencumbered and available for use from the 2007/08 City Payment Program funding.

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 \$7,343.75.

V. ATTACHMENTS

Price quote from Creative Pipe, Inc.
Resolution

Creative Pipe, Inc.

PO Box 2458

Rancho Mirage, CA 92270-1087

Estimate

Date	Estimate #
5/15/2008	13722

Name / Address
Sonoma County Waste Management Agency-CA

Fax Number	Rep	Project	Attn:
via email	JLH		Patrick Carte

Item	Description	Qty	Cost	Total
FVT-FBS-36-FS-P-FC-LSD	Fuvista series Trash Receptacle, Flat Bar Slat sidewall, 36 gallon capacity, Free-Standing, Flat top with elevated Canopy and Locking Side-opening Door, Powder Coated RAL 5017	8	745.00	5,960.00T
CUSTOM COLOR	Additional Charge for Custom Powder Coat Color		90.00	90.00T
SHIPPING	Shipping charge to Petaluma, CA 94952		840.00	840.00
FRS	The above price is good for a Freestanding item.		0.00	0.00T
PCFS	The above price is for a standard color powder coated finish. Powder coated finish is a two coat process, consisting of a primer coat, followed by a T.G.I.C. Polyester Powder Coat topcoat.		0.00	0.00T
PRICE HOLD	Creative Pipe, Inc. will hold the above listed price for sixty (60) days from date of estimate.		0.00	0.00T
FUEL SURCHARGE	Due to the current fluctuation in fuel surcharges, quoted freight is only an estimate. Actual freight charge will be billed at time of shipment.		0.00	0.00T
		Subtotal		

Phone #	Fax #
760-340-5555	760-340-5883

Web Site
www.creativepipe.com

Sales Tax (7.5%)
Total

Creative Pipe, Inc.

PO Box 2458

Rancho Mirage, CA 92270-1087

Estimate

Date	Estimate #
5/15/2008	13722

Name / Address
Sonoma County Waste Management Agency-CA

Fax Number	Rep	Project	Attn:
via email	JLH		Patrick Carte

Item	Description	Qty	Cost	Total
ED	Please note if residential or inside delivery is required, there may be a separate freight charge which will be billed to you after delivery. Charge will be a minimum of \$60.00. Unless otherwise specified, quote does not include any installation or applicable sales tax. 50% Deposit is requested with all orders. Upon receipt of an order, Creative Pipe, Inc.'s standard policy is to check credit history of all first time customers through Dun & Bradstreet's online service. Payment terms based on approval. Thank you for contacting Creative Pipe, Inc.		0.00	0.00T
ST			0.00	0.00T

		Subtotal	\$6,890.00
		Sales Tax (7.5%)	\$453.75
		Total	\$7,343.75

Phone #	Fax #
760-340-5555	760-340-5883

Web Site
www.creativepipe.com

DATED: June 18, 2008

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
AUTHORIZING THE PURCHASE OF RECYCLING CONTAINERS FROM CREATIVE PIPE, INC.
FOR USE IN THE CITY OF PETALUMA.

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 8 recycling containers from Creative Pipe, Inc. at a cost of \$7,343.75 for use in the City of Petaluma.

MEMBERS:

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

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

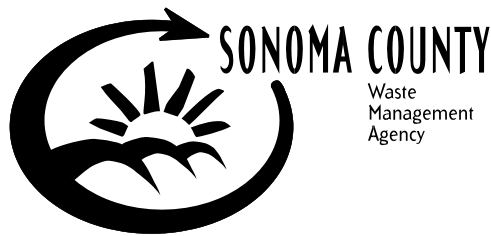
SO ORDERED.

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 #: 6.2
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 6/18/08

ITEM: EPR Implementation Plan (Ordinance)

I. BACKGROUND

Extended Producer Responsibility (EPR) is a waste management approach that will assist and enhance efforts to manage waste products by shifting responsibility for collection, transportation and management for discarded products away from local governments to the manufacturers. The Sonoma County Waste Management Agency (SCWMA) first documented its interest in supporting EPR policies when it passed Resolution No. 2001-021 supporting Extended Producer Responsibility on June 20, 2001. In keeping with this policy direction, Agency staff presented a report on EPR at the April 2006 Agency Board meeting as a way to deal with the enactment of the State Universal Waste Rule which bans several materials, including household batteries and mercury containing lamps, from landfill disposal. The SCWMA Board directed staff to develop an implementation plan to institute a take-back program for household batteries and mercury-containing lamps in Sonoma County. R3 Consulting Group (R3) was contracted to develop the Implementation Plan, which the SCWMA Board approved at their February 21, 2007 meeting.

The implementation plan is twofold. The first phase is to encourage responsibility by supporting legislation at all levels, include EPR language in procurement policies, and encourage local business people (retailers, wholesalers and contractors) to implement a voluntary take-back program for fluorescent lamps and household batteries. The second phase, to be initiated at the SCWMA's discretion, would implement a local mandatory take-back ordinance. This enforcement component would only be initiated if there is no state or national EPR legislation.

As part of the EPR Implementation Plan monitoring process, staff presented two reports, September 2007 and February 2008, on the progress of the Implementation Plan to the Agency Board. In February staff reported that no new California EPR legislation had passed addressing household batteries, fluorescent lamps or mercury-containing thermostats since the time of the last report. Staff was directed by the Agency Board, after this second report was presented, to return to this meeting with information pertaining to enacting an ordinance: parameters, possible scopes, what businesses would be affected etc.

II. DISCUSSION

Sonoma County's Extended Producer Responsibility Implementation Plan focuses on household batteries, mercury lamps, and mercury thermostats. Since legislation at the state and national level has been slow in addressing EPR and no significant improvements have been made in shifting responsibility to pay for and manage these items to the manufacturers and others in the supply chain, the next step for Sonoma County would be to consider implementing a local mandatory take-back ordinance for these waste streams.

The SCWMA is a joint powers agency (JPA) and has the authority to adopt regulations. Section 14 of the JPA Agreement specifically grants the Agency the power to adopt regulations concerning the collection, storage, and disposal of household hazardous waste. Although the Agency Board has the legal authority to enact an ordinance, this would be the first ordinance enacted by the Board. If such an ordinance is enacted, every member city and the unincorporated areas in Sonoma County would be affected.

A local ordinance should require retail sellers of household batteries, mercury lamps, and mercury thermostats to:

1. Take back, or arrange for the free return of used household batteries, mercury lamps, and mercury thermostats from any resident of Sonoma County.
2. Create and maintain a public education program to promote the recovery and recycling of used household batteries, mercury lamps, and mercury thermostats.
3. Properly collect, handle, and dispose of (reuse and recycling) used household batteries, mercury lamps, and mercury thermostats in a safe and environmentally sound manner.

The ordinance should establish a program that is convenient for consumers and the public to return household batteries, mercury lamps, and mercury thermostats. Every retailer, who sells the above mentioned items in Sonoma County, from small retailers to the large big box stores, could be affected by such an ordinance. The ordinance would need to specify the size and type of stores that would be required to participate in a mandatory program. Manufacturers who sell these items directly to the consumer could also be affected by an ordinance.

A take-back ordinance could require any of the following from the retailer: the retailer shall only be required to take-back items that were previously sold by the retailer, the retailer shall take-back used items from consumers purchasing new items, the retailer shall take-back used items the retailer did not previously sell to the consumer. Limits to how many items a consumer can take-back must also be considered. Additionally, the Agency would need to consider enforcement mechanisms.

Finding a funding mechanism for a take-back program will be one of the biggest challenges. One of the goals of a take-back program is to shift the financial burden, for management and disposal of these used products, from local government to the manufacturers and local sellers of these products. Passage of a local take-back ordinance will increase pressure on the industry to provide end of life management of these products. In turn, a policy at the local level could help spur action at the state and national level. In order to shift the financial burden away from local government, funding would need to come from the consumer, retailer, manufacturer, or state or federal government. A County ordinance could require residents to pay fees to fund a take-back program. If the ultimate goal is to pressure the retailers and manufactures to take responsibility for the products they are profiting from, then residents should not have to take on the financial burden of funding a take-back program beyond the point of purchase.

Agency staff recommends that the Board consider implementing a one (1) year voluntary take-back program where sellers of household batteries, mercury lamps, and mercury thermostats would set up collection and recycling programs for these used products. The retailers would be expected to cover the costs of proper management and disposal. Staff would work with local retailers, from the small stores to the large big box stores to encourage them to participate in a take-back program. After one (1) year, if significant improvements have not been made with the voluntary program or at the state and national level, staff would recommend enacting a mandatory EPR ordinance. The one (1) year time frame would allow staff time to develop relationships and open up dialogues with retailers and identify ways the Agency can support them in this effort, including promotions and listing them in green business programs and through the Agency's outreach materials including on the Agency's website (www.recyclenow.org). The Agency would work with local retailers to develop local take-back programs as a bridge to manufacturer financed EPR.

III. FUNDING IMPACT

Staff time will be required to develop a voluntary take-back program with local retailers who sell household batteries, mercury lamps, and mercury thermostats. Since Agency staff time is limited, staff recommends hiring a Contractor to assist staff with implementing a voluntary take-back program. The Contractor's services would be needed for the initial set up of the program and then as needed to check on the participating retailers. Staff anticipates the length of the contract

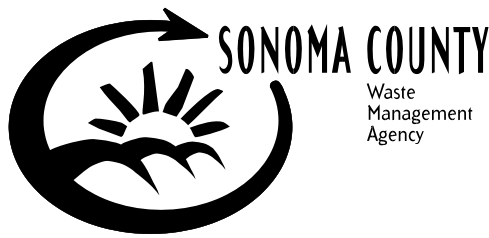
to be from three to six months. Once the voluntary program is set up, it could be implemented for one (1) year. The Agency would need to assist in the funding of hiring a Contractor. It is estimated that \$25,000 would be needed to develop a voluntary program. Future funding for implementation of a program may be available through the Household Hazardous Waste Countywide Coordination and Infrastructure 17th Cycle Grant which the Agency will apply for. The grant funds are expected to be available by the end of this calendar year.

While a take-back program will not provide a significant cost savings for the Agency at this time, it is the beginning in the shift of thinking about responsible product design and who carries the burden of product disposal. The ultimate goal is to shift the financial burden for the management and disposal of these used products from local government back to the sellers and producers.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board direct staff to develop a scope of work for a Contractor to assist staff in developing a one (1) year voluntary take-back program for household batteries, mercury lamps, and mercury thermostats, with Sonoma County retailers, to bring back to the Board for consideration.

The alternative would be to either direct staff to develop a model mandatory take-back ordinance or to decline to direct staff to pursue County development of a take-back program.



Agenda Item #:	6.3
Cost Center:	HHW
Staff Contact:	Steinman
Agenda Date:	6/18/08

ITEM: Third Amendment to Agreement with C2 Alternative Services to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs

I. BACKGROUND

In May 2003, the Agency entered into an agreement with C2 Alternative Services (Contractor) to do the following work:

- conduct CIWMB required site visits of oil recycling centers
- gather CIWMB required used oil collection data
- conduct public education campaigns as defined during the contract term
- maintain existing used oil recycling education programs (Eco-Desk voice mail boxes, 1-800-Cleanup, Recycling Guide)
- serve as liaison with oil recycling centers, e.g., trouble-shoot, assist with CIWMB paperwork, re-certify centers, keep centers stocked with signs and flyers, develop and distribute logos, etc.
- attend workshops and meetings upon request by Agency staff

This agreement term was for three years with optional annual extensions. The first amendment to the agreement was approved May 2006, extending the term to June 30, 2007. The second amendment was approved May 2007, extending the term until June 30, 2008 with an amended Scope of Work and Payment Terms Schedule.

II. DISCUSSION

Staff has been very satisfied with the quality of this Contractor's performance and recommends continuing the relationship. Section 3 of the Agreement Term of Agreement, states "The initial term of this Agreement shall commence on July 1, 2003 and end on June 30, 2008 with annual extensions upon mutual agreement unless terminated earlier..." Staff recommends extending the Agreement with the Contractor until June 30, 2009 with all the same terms and conditions. The Contractor has indicated their willingness to extend the term of the contract by signing the attached Third Amendment to the Agreement.

III. FUNDING IMPACT

The amended Agreement will continue to be funded with California Used Oil Block Grant funds. The budgeted amount for this extension is \$62,825 which is included in the FY 08-09 HHW Professional Services budget. Due to the efficient and thorough performance of the Contractor, there is minimal Agency staff time required for contract administration.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Adopt Resolution to approve the Third Amendment to the Agreement with C2 Alternative Services to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs and to authorize the Chair to execute the Third Amendment to the Agreement on behalf of the Agency.

An alternative would be to issue an RFP for this work, however, staff is unaware of any consultants in the area performing this work. Use of Agency staff for this work is considered inefficient as staff is focused on developing new programs requested by the Board. If the work is not performed, the Agency would not satisfy the requirements of the grant and would lose this funding source. As the contract value is greater than \$50,000, a unanimous vote is required for approval.

V. ATTACHMENTS

Third Amendment to Agreement with C2 Alternative Services to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs

Resolution for Third Amendment, C2 Alternative Services

THIRD AMENDMENT TO AGREEMENT WITH C2 ALTERNATIVE SERVICES
TO AUDIT OIL RECYCLING CENTERS AND COORDINATE OIL RECYCLING
PUBLICITY AND PROGRAMS

This Third Amendment (the "Amendment"), dated as of _____, 2008, is by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers agency and C2 Alternative Services ("Contractor"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Agency and Contractor entered into that certain Agreement to audit oil recycling centers and coordinate oil recycling publicity and programs dated as of May 21, 2003 ("Agreement"); and

WHEREAS, the Agreement allows for annual extensions upon mutual agreement; and

WHEREAS, on May 17, 2006, Agency and Contractor extended the Agreement to expire on June 30, 2007; and

WHEREAS, on May 16, 2007, Agency and Contractor extended the Agreement to expire on June 30, 2008; and

WHEREAS, Agency needs auditing and publicity services during Fiscal Year 08-09; and

WHEREAS, Agency is satisfied with services provided by Contractor and would like to continue receiving said services from Contractor.

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

AGREEMENT

1. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following language:

"The initial term of this Agreement shall commence on July 1, 2003 and end on June 30, 2009, with annual extensions upon mutual agreement unless terminated earlier in accordance with the provisions of Article 9, below."

AGENCY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

Agency "Agency": Sonoma County Waste Management

By: _____
Tim Smith, Chair

"Contractor": C2 Alternative Services

By: _____
Connie Cloak, Owner

APPROVED AS TO FORM FOR AGENCY:

Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:

Interim Agency Executive Director

DATED: June 18, 2008

RESOLUTION OF THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") APPROVING THE THIRD
AMENDMENT WITH C2 ALTERNATIVE SERVICES ("CONTRACTOR") TO AUDIT OIL
RECYCLING CENTERS AND COORDINATE OIL RECYCLING PUBLICITY AND PROGRAMS

WHEREAS, Agency and Contractor entered into that certain Agreement to audit oil recycling centers and coordinate oil recycling publicity and programs dated as of May 21, 2003 ("Agreement"); and

WHEREAS, the Agreement allows for annual extensions upon mutual agreement; and

WHEREAS, on May 17, 2006, Agency and Contractor extended the Agreement with a First Amendment to expire on June 30, 2007; and

WHEREAS, on May 16, 2007, Agency and Contractor extended the Agreement with a Second Amendment to expire on June 30, 2008; and

WHEREAS, Agency needs auditing and publicity services during Fiscal Year 08-09; and

WHEREAS, Agency is satisfied with services provided by Contractor and would like to continue receiving said services from Contractor.

NOW, THEREFORE, BE IT RESOLVED that the Agency hereby approves the terms of the Third Amendment to the Agreement ("Agreement") extending the Agreement to June 30, 2009 and authorizes the Chairperson to execute the Agreement on behalf of the Agency.

MEMBERS:

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

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

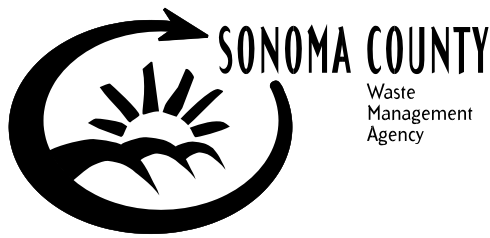
SO ORDERED.

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 #: 7.2
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 6/18/08

ITEM: Compost Relocation Project

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.

At the February 20, 2008 SCWMA meeting staff received direction from the Board to mail a letter to potentially affected property owners and meet with those property owners in person to discuss the project. A major goal of such a meeting would be to gauge which of these property owners are willing to open a dialogue with the SCWMA as it continues in the process of narrowing down to three sites to be included in the Environmental Impact Report.

II. DISCUSSION

The consultant team has completed the siting study for potential compost sites in Sonoma County. These sites were scored and ranked according to the siting criteria established by the AB 939 Local Task Force (LTF) which was adopted by the SCWMA at the September 2004 meeting. The consultant used a combination of GIS filters and area visits to implement the siting criteria and narrow the focus to a small number of sites for further analysis.

SCWMA Board members requested that staff meet with the property owners to introduce them to the project, learn more information about the sites, and attempt to gauge the level of interest the property owners expressed in the project. While staff was clear that no negotiations would occur, property owners generally made their position known, should their property be considered for further environmental review; staff has attempted to qualify this criterion. It should be stressed that property owners' current interest in the project may not be an accurate indicator of future interest, and is based on the feedback staff's received.

In addition, staff initiated discussions with the Sonoma County Agricultural Preservation and Open Space District (SCAPOS) and the Southern Sonoma County Resource Conservation District (SSCRCD). While possible, staff does not believe sites with existing conservation easements would be feasible. Staff believes sites with potential easements would have a higher likelihood of creating a successful partnership with these organizations. While not committing in favor or against a potential partnership, the SSCRCD requested that SCWMA staff contact them once the SCWMA had selected sites for further study, to discuss next steps.

The SCWMA Board indicated an interest integrating a biosolid composting process with this site selection. The consultant has prepared the attached memo addressing this issue. Due to the added complexity listed in this memo, staff recommends against incorporating biosolids composting into this process.

To address concerns regarding parcels within flood zones and sea level change, the consultant reexamined the parcels with an emphasis on mitigation rather than elimination of sites. While more complex from an engineering and permitting perspective and more costly than a site outside of a flood zone, the consultant has determined that mitigation measures exist that could remove the composting operation from the flood zone.

The attached site ranking matrix describes the scoring of the sites, as performed by the consultant team. At the May 21, 2008 SCWMA meeting, the Board requested that staff qualify which property owners may be willing to participate with this process, and list those top three as well as the top three overall. According to the site ranking matrix prepared by the consultant team, Sites 40, 41, and 38, respectively, were the top three overall sites, and Sites 40, 5a, and 13 were the top three potentially willing to participate further in this process. As per our agreement with the consultant, one site will be studied in detail, while the other two sites are studied to a lesser extent as alternatives. In both cases, Site 40 is the highest ranked site.

III. FUNDING IMPACT

There is no current funding impact as a result of this item. However, in order to realize the goal of establishing a new compost site, eventually financial arrangements must be made with the owner of the property identified in the Environmental Impact Report, should that document be certified by the SCWMA. It is expected that such arrangements will exceed the unanimous vote threshold for expenditures \$50,000.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends accepting the consultant's recommendation of studying Sites 40, 41, and 38 further in an Environmental Impact Report, with Site 40 as the preferred site, and sites 41 and 38 as alternatives.

Alternatively, if the Board wishes to incorporate staff's opinion of willing participants, staff recommends Sites 40, 5a, and 13 for further study. The consultant has provided information about other sites, should the Board wish to examine sites other than those presented in these recommendations. Any combination of preferred and alternative sites may be selected by the Board.

V. ATTACHMENTS

- Summary of Weighted Scores
- Site Ranking Matrix
- Presentation of Sites
- Biosolids Memo
- Siting Study Report (distributed at meeting)

Summary of Weighted Scores

		MAXIMUM SCORE	40- APN 068-040-015	41- APN 068-010-004	38- APN 017-150-004	5a- APN 068-120-002	13- APN 068-180-004	14- APN 068-180-011	11- APN 068-180-003	12- APN 068-180-017	15- APN 068-180-013	19- APN 068-190-013
	RANKING CRITERIA											
	A. Transportation Impacts											
1	Transfer Transport Haul Distance (economics)	12	4	4	4	4	0	0	0	0	0	0
2	Proximity to major transportation routes - thereby resulting in lower relative additional traffic	18	18	18	6	6	12	0	6	6	18	12
3	Condition of roads and intersections (Improvement Costs)	12	12	12	4	4	0	0	0	0	8	8
4	Comparative Hauler and User haul costs (economics)	24	16	16	16	8	8	8	8	8	8	8
5	Air Quality	24	16	16	16	8	8	8	8	8	8	8
	B. Neighborhood Impacts											
6	Air Quality/Odors	90	60	60	60	90	90	90	90	90	90	90
7	Proximity to residences and sensitive receptors (noise, glare, other in addition to odors)	60	60	60	60	60	60	60	60	60	60	60
	C. Environmental Impacts											
8	Biological Resources (1)	60	40	20	40	40	40	40	40	40	40	40
9	Cultural Resources	30	0	0	0	0	0	0	0	0	0	0
10	Surface Hydrology and Water Quality (Surface drainage and existing water bodies)	30	30	20	30	0	0	0	0	0	0	0
11	Water Quality (Potential Groundwater Impact Based on Depth)	30	30	20	20	30	0	0	0	0	0	0
	D. Site Costs											
12	Acquisition (Based on APN listed property and improvements value)	30	30	30	20	30	30	30	30	30	30	30
13	Population and Housing (Displacement/Replacement)	30	30	30	30	30	30	30	30	30	30	30
14	Site development costs (grading and paving subgrade)	30	10	0	0	0	0	0	0	0	0	0
15	Utilities - Water - Availability of recycled or other water for process and fire protection	30	10	30	20	0	0	0	0	0	0	0
	E. Land Use Designation											
16	Appropriate existing zoning/land use	30	0	20	30	0	30	30	30	30	30	0
	F. Visual Impacts of Site											
17	Visual Impacts	30	20	20	20	30	20	20	20	20	10	30
	G. Multi-Use (or Minimum Use) Potential											
18	Future expansion opportunities (on-site or adjacent uses) - or Minimum Size	30	30	30	10	30	30	30	20	20	10	20
	TOTAL SCORING	600	416	406	386	370	358	346	342	342	342	336
	RANK		1	2	3	4	5	6	7	8	9	10

Site Ranking Matrix

Site	Transportation Impacts	Neighborhood Impacts	Environmental Impacts	Site Costs	Land Use Designation	Visual Impacts of Site	Multi-Use (or Minimum Use) Potential
40- APN 068-040-015	Nearest roads are Highway 116 and Adobe Road, approximately 20 miles from centroid (Highway 101 & Todd Road)	Other than existing structures on site, nearest residence is 2700 ft. W of parcel border	Not in 100 Yr. Flood Zone, may have sensitive species on site, groundwater depth ~19 ft	Advertised price ~\$16,400/acre, soil conditions may limit pavement, recycled water pipeline nearby	Zoned LEA, has Williamson Act contract	Some visual screening may be necessary	Large site, though future expansion may be limited through potential partnerships
41- APN 068-010-004	Northern parcel border is Highway 116, approximately 20 miles from centroid	Nearest Residence/business is 1100 ft N of the site, Nearest downwind direction of the prevailing wind (W) is 2,000 ft	No sensitive species are listed in the site, potential wetland, at least 50 acres not within 100 Yr. Flood Zone	Assessor's database lists price as less than \$10,000/acre, no structures on parcel, soil conditions may limit pavement, recycled water facility adjacent to parcel	Zoned LEA/DA	Visual screen likely to be required	Site is large enough for expansion, but flood zone and wetlands will limit the extent of future expansion
38- APN 017-150-004	Nearest road is Brown Lane, 1.1 miles to Highway 116, approximately 20 miles from centroid, road improvements may be necessary	A golf course is 2000 ft NW of the site, house is 1200 feet to SE of site, 1200 ft from the direction of the prevailing wind (W)	No sensitive species or wetlands listed in the site, significant stream bisecting site would be a wetland and could present habitat or species concerns, not in 100 Yr. Flood Zone	Assessor's database lists price between \$10,000/acre and \$25,000, no structures on parcel, soil conditions may limit pavement, recycled water pipeline 0.6 mi. from parcel	Zoned LEA	Some visual screening may be necessary	160 acre parcel, though future expansion may be limited due to stream and power lines
5a- APN 068-120-002	Nearest road is Highway 116 (0.8 miles), approximately 26 miles from centroid	Nearest residence/business is 1600 ft S. of the site, 6000 ft of the prevailing wind direction (W)	No sensitive species listed but portions of the site may be wetland, aerial shows much of site is open, variable color and only portions regularly plowed, in 100 Yr. Flood Zone	Assessor's database lists price as less than \$10,000/acre, no structures on parcel, soil conditions may limit pavement, may need to improve access road, may need to regrade or import soil to raise out of flood zone	Zoned LEA, has Williamson Act contract	Site screened by vineyards from Highway 116	Over 200 acres and remote from receptors
13- APN 068-180-004	0.25 miles from Highway 37 (unpaved), heavy traffic on Highway 37 may require a signal light, approximately 39 miles from centroid,	Nearest Residence/Business is 2500 ft N of the site, 5000 ft from the prevailing wind direction (W)	No sensitive species listed, potential wetland, in 100 Yr. Flood Zone	Assessor's database lists price as less than \$10,000/acre, no structures on parcel, soil conditions may limit pavement, may need to improve access road, may need to regrade or import soil to raise out of flood zone	Zoned LEA	Some screening likely necessary along Highway 37	Over 200 acres and remote from receptors
14- APN 068-180-011	0.75 miles from Highway 37 (unpaved), heavy traffic on Highway 37 may require a signal light, approximately 40 miles from centroid	Nearest Residence/Business is 3000 ft N of the site, 5000 ft from the prevailing wind direction (W)	No sensitive species listed, potential wetland, in 100 Yr. Flood Zone	Assessor's database lists price as less than \$10,000/acre, no structures on parcel, soil conditions may limit pavement, may need to improve access road, may need to regrade or import soil to raise out of flood zone	Zoned LEA	Some screening likely necessary along Highway 37	Over 200 acres and remote from receptors
11- APN 068-180-003	0.7 miles from Highway 37 (unpaved), heavy traffic on Highway 37 may require a signal light, approximately 37 miles from centroid	Nearest Residence/Business is 2800 ft N of the site, 5000 ft from the prevailing wind direction (W)	No sensitive species listed, potential wetland, in 100 Yr. Flood Zone	Assessor's database lists price as less than \$10,000/acre, no structures on parcel, soil conditions may limit pavement, may need to improve access road, may need to regrade or import soil to raise out of flood zone	Zoned LEA	Some screening likely necessary along Highway 37	Over 200 acres and remote from receptors
12- APN 068-180-017	1.3 miles from Highway 37 (unpaved), heavy traffic on Highway 37 may require a signal light, approximately 43 miles from centroid	A structure is located on the site, does not appear to be a residence	San Pablo song sparrow is listed in the site but it has no state status, site listed as wetland, in 100 Yr. Flood Zone	Assessor's database lists price as less than \$10,000/acre, soil conditions may limit pavement, may need to improve access road, may need to regrade or import soil to raise out of flood zone	Zoned LEA	Some screening likely necessary along Highway 37	Over 200 acres and remote from receptors
15- APN 068-180-013	0.1 miles from Highway 37 (unpaved), heavy traffic on Highway 37 may require a signal light, approximately 39 miles from centroid	Nearest Residence/Business is 1400 ft N of the site, 7000 ft from the prevailing wind direction (W)	No sensitive species listed, potential wetland, in 100 Yr. Flood Zone	Assessor's database lists price as less than \$10,000/acre, no structures on parcel, soil conditions may limit pavement, may need to improve access road, may need to regrade or import soil to raise out of flood zone	Zoned LEA	Some screening likely necessary along Highway 37	Over 50 acres and remote from receptors
19- APN 068-190-013	0.8 miles from Highway 37, heavy traffic on Highway 37 may require a signal light or alternate route on Highway 121, approximately 39 miles from centroid	Nearest residence/business is 2900 ft S of the site, tasting room 5000 ft from the prevailing wind direction (W)	No sensitive species listed, potential wetland, in 100 Yr. Flood Zone	Assessor's database lists price as less than \$10,000/acre, no structures on parcel, soil conditions may limit pavement, may need to improve access road, may need to regrade or import soil to raise out of flood zone	Zoned LEA, has Williamson Act contract	Site screened from Highway 37, distant from Highway 121	Over 200 acres and remote from receptors



Sonoma County Waste Management Agency

REGIONAL COMPOST FACILITY SITE SELECTION

Prepared by
HDR

SITE SELECTION CRITERIA

- Transportation Impacts
- Visual Impacts
- Neighborhood Impacts
- Land Use Designation
- Environmental Impacts
- Site costs
- Multi-use Potential

Site Screening Criteria

Exclusion Criteria

Level 1 Mapping

- ☐ Easements
- ☐ Refuges or Preserves
- ☐ Reclamation/Recreation
- ☐ 50 Acre Minimum

Level 2 Mapping

- ☐ Transportation
- ☐ Neighborhood/Air Quality
- ☐ Airports
- ☐ Topography
- ☐ Incompatible Zoning

Level 3 Mapping

- ☐ Environmentally Sensitive Habitat
- ☐ LIA Land Use
- ☐ Scenic and Biotic Resources

Site Selection Process

Ranking Factor

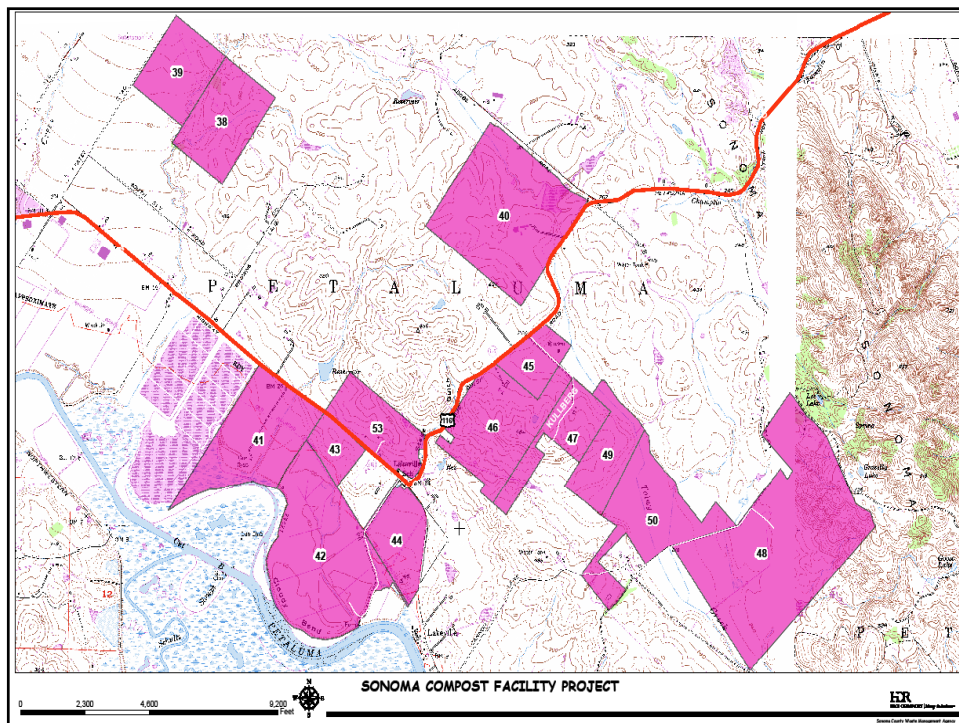
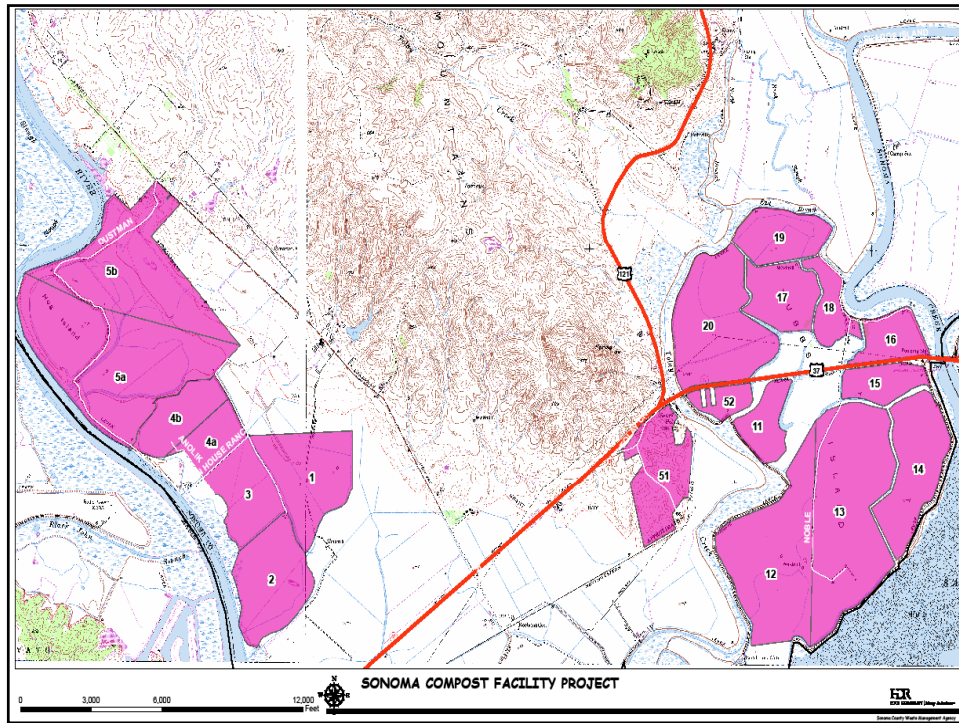
Weighting

■ Transportation Impacts	➤ 15 points
■ Neighborhood Impacts	➤ 25 points
■ Environmental Impacts	➤ 25 points
■ Site Costs	➤ 20 points
■ Land Use Designation	➤ 5 points
■ Visual Impacts	➤ 5 points
■ Multi-use Potential	➤ 5 points

Top 10 Ranked Sites

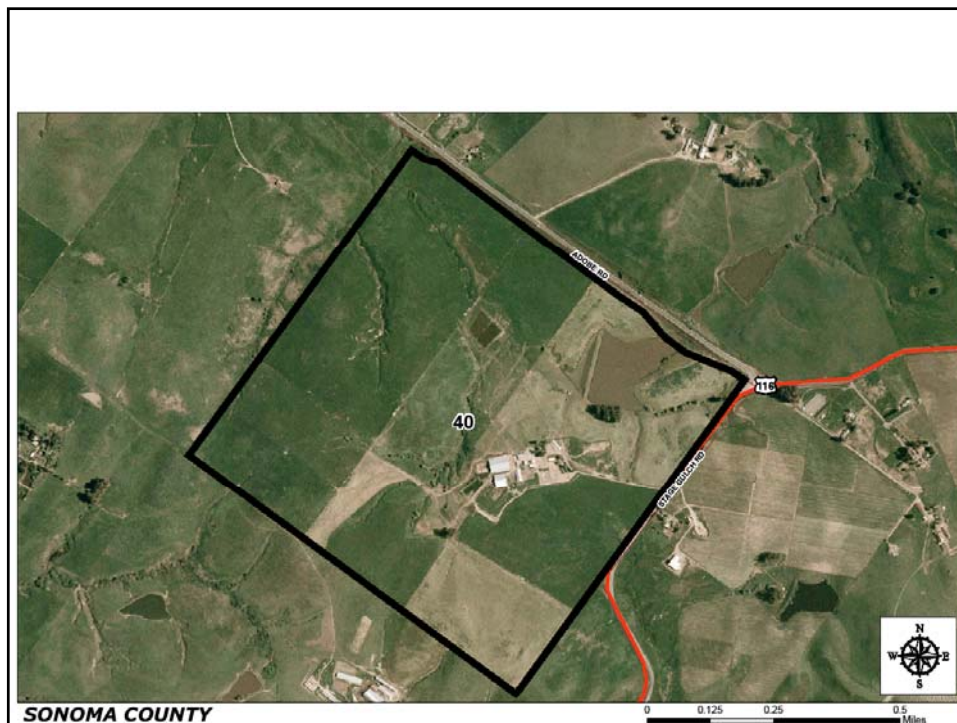
- 1- Site 40: APN 068-040-015
- 2- Site 41: APN 068-101-004
- 3- Site 38: APN 017-150-004
- 4- Site 5a: APN 068-120-002
- 5- Site 13: APN 068-180-004
- 6- Site 14: APN 068-180-011
- 7- Site 11: APN 068-180-003
- 8- Site 12: APN 068-180-017
- 9- Site 15: APN 068-180-013
- 10-Site 19: APN 068-190-013

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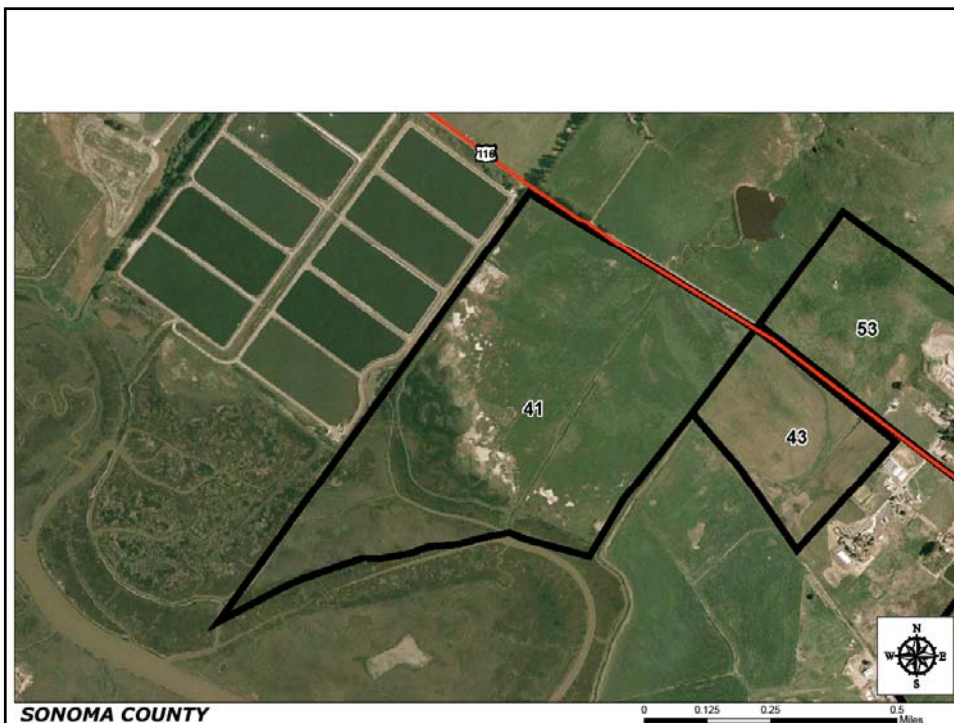
Site 40 Ranked #1

- Total score of 416
- 390 acres in size
- Listed for Sale, has reclaimed water



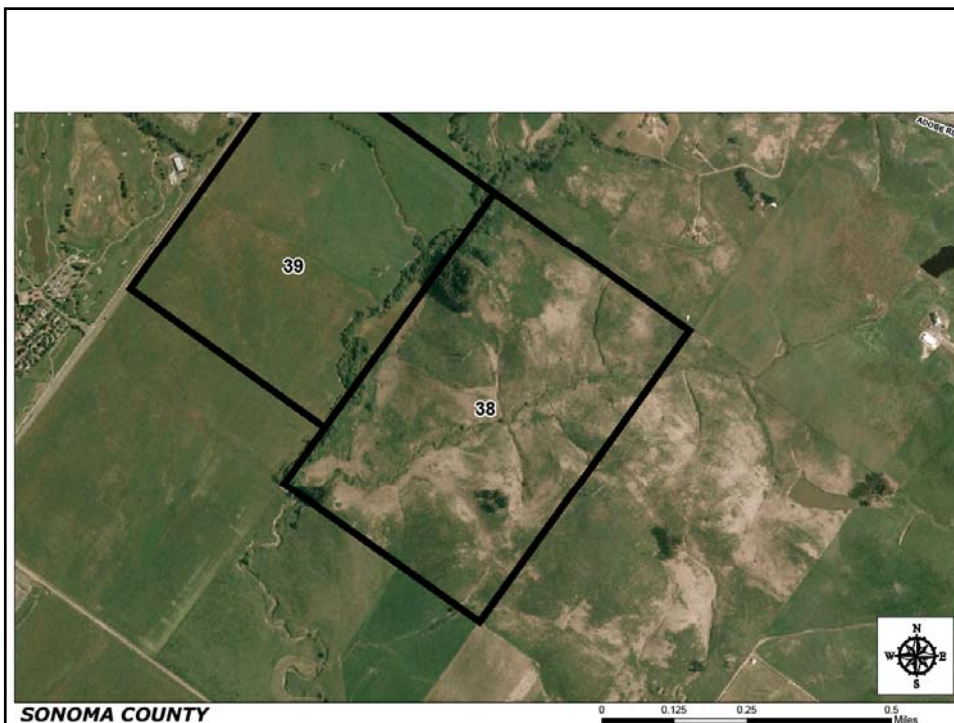
Site 41 Ranked #2

- Total score of 406
- 168 acres in size
- Adjacent to Ellis Creek Water Recycling Facility (City of Petaluma)



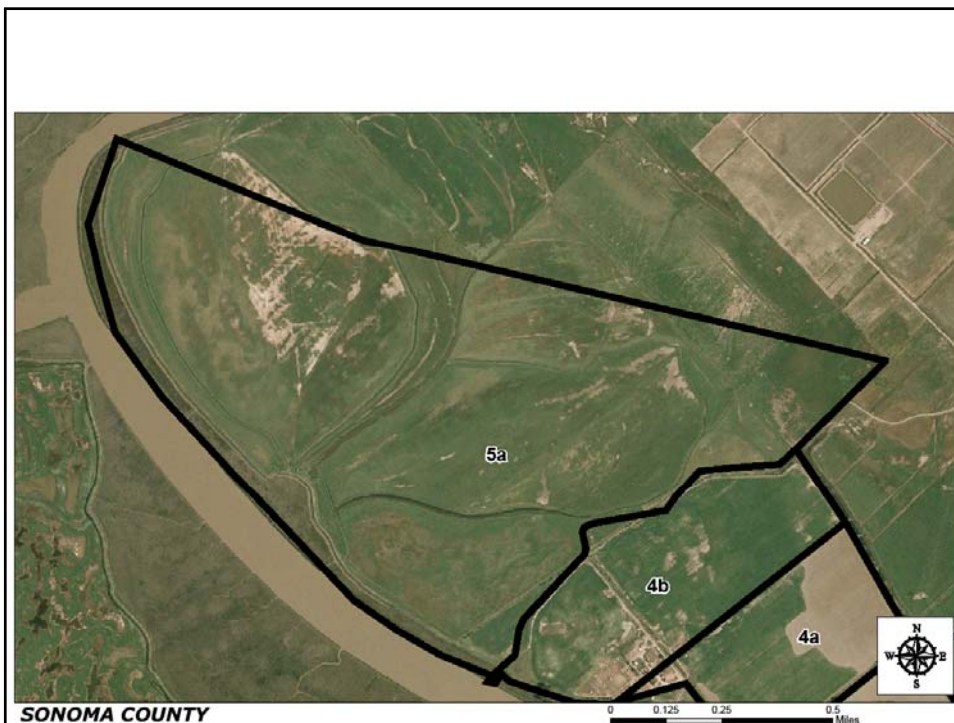
Site 38 Ranked #3

- Total score of 386
- 160 acres in size
- Located near Browns Lane, south of Frates Road



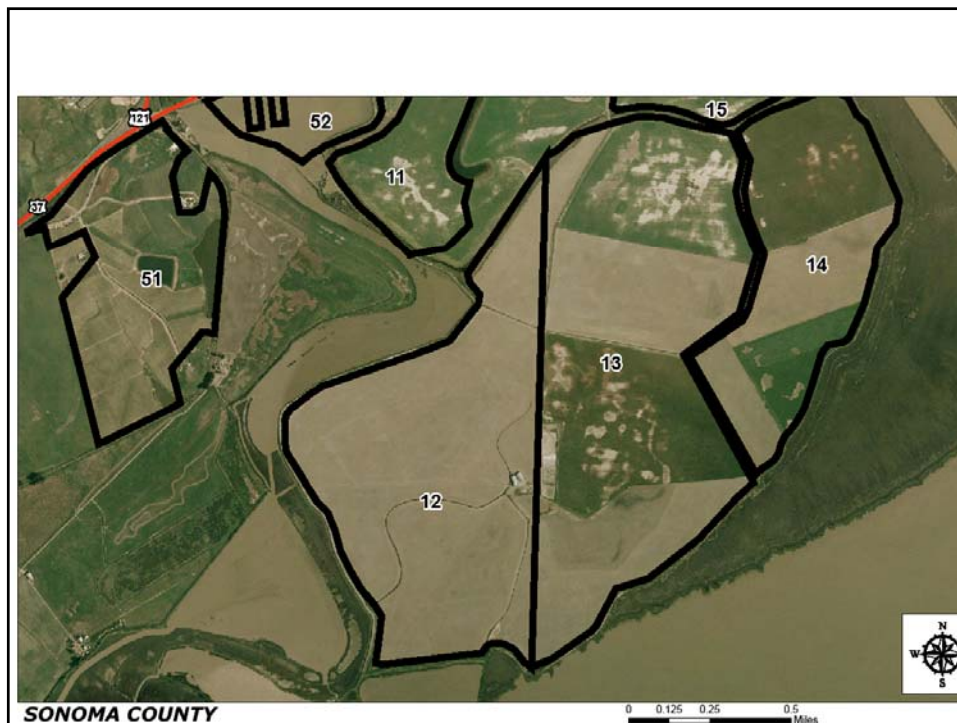
Site 5a Ranked #4

- Total Score of 370
- 628 acres in size
- Located off of Twin House Road,
west of Lakeville Highway



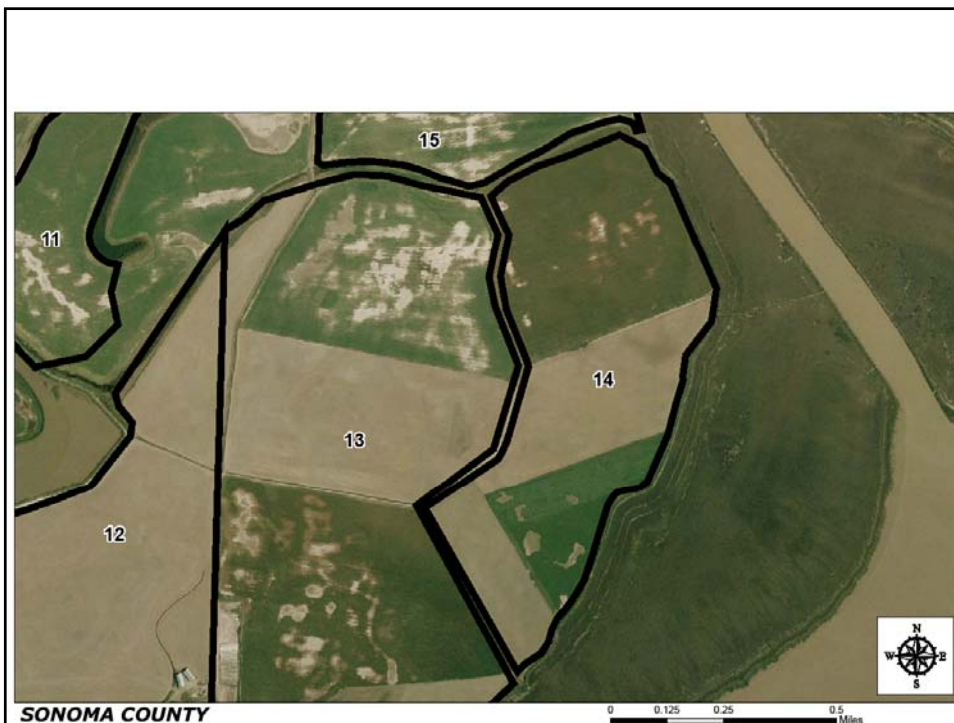
Site 13 Ranked #5

- Total score of 358
- 579 acres in size
- Located in Tubbs Island area off Highway 37



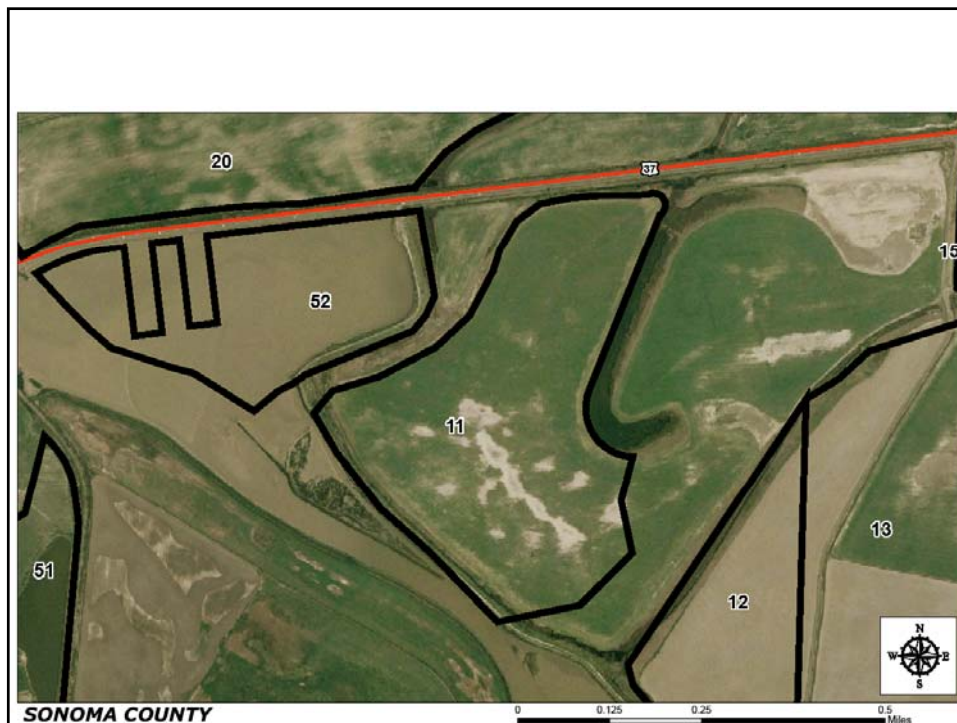
Site 14 Ranked # 6

- Total score of 346
- 259 acres in size
- Located in Tubbs Island area off Highway 37



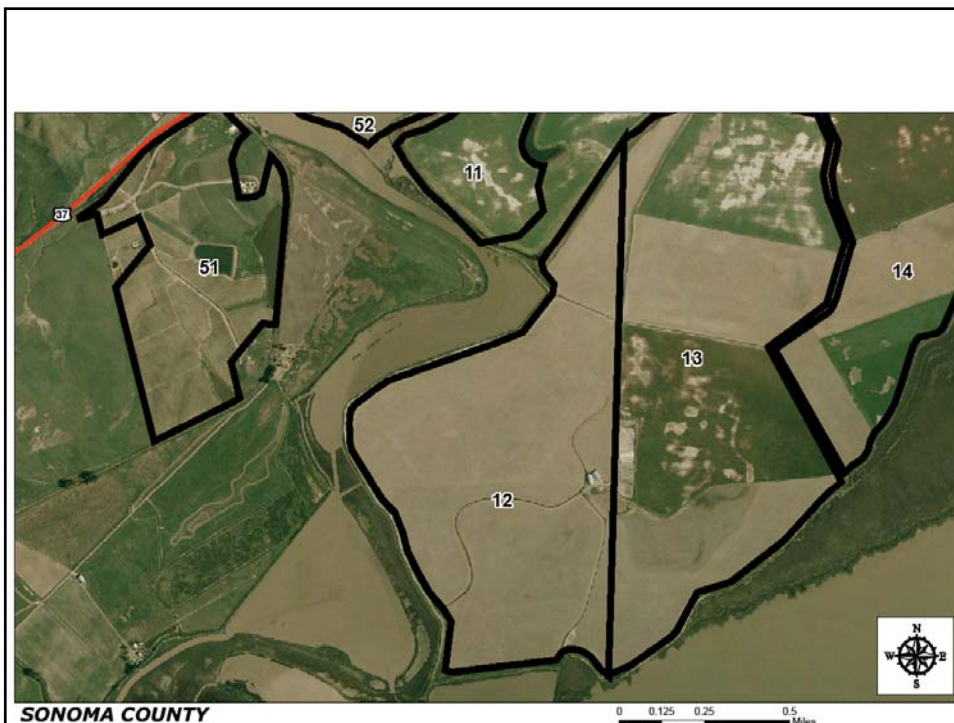
Site 11 Ranked #7

- Total score of 342
- 90 acres in size
- Located in Tubbs Island area off Highway 37



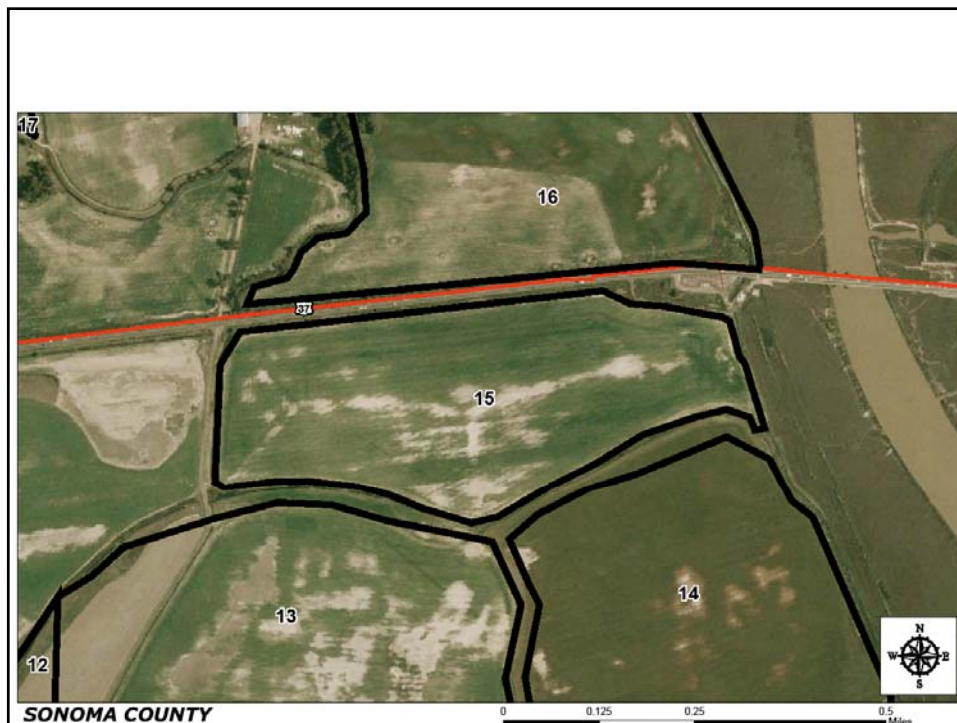
Site 12 Ranked #8

- Total score of 342
- 363 acres in size
- Located in Tubbs Island area off Highway 37



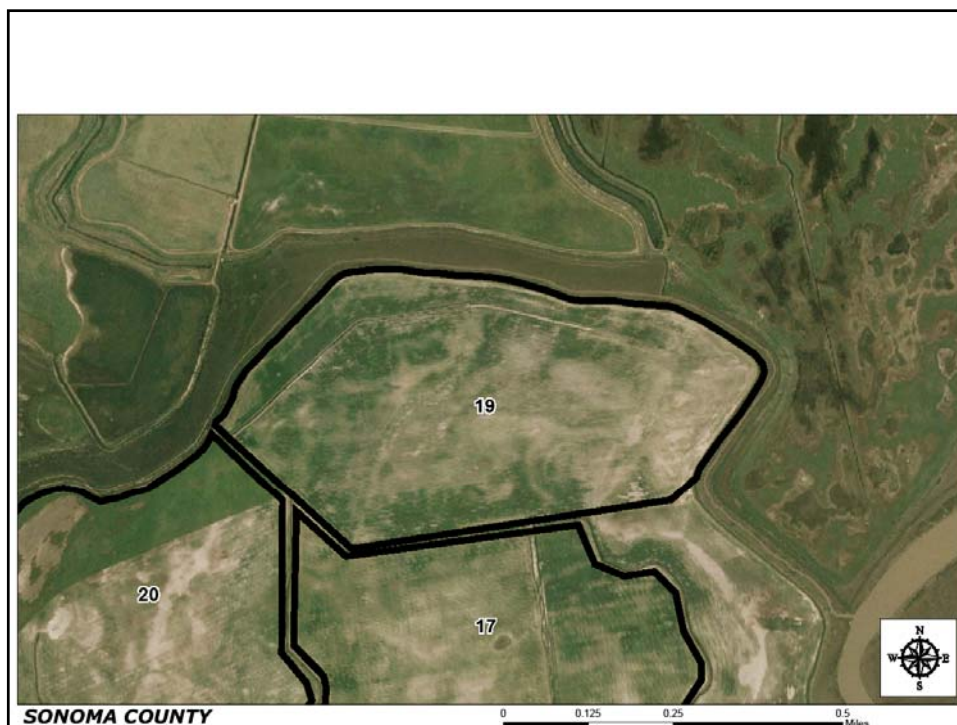
Site 15 Ranked #9

- Total score of 342
- 91 acres in size
- Located in Tubbs Island area off Highway 37



Site 19 Ranked #10

- Total score of 336
- 149 acres in size
- Located in Tubbs Island area off Highway 37



Next Steps

- Agency to Select Three Preferred Sites
- Initiate EIR process



memorandum

date June 6, 2008

to Patrick Carter, SCWMA

from Paul Miller (ESA) / Matthew Cotton (IWMC)

subject Considerations regarding the addition of biosolids composting at the proposed Sonoma Countywide Composting Facility

Our initial thoughts on adding biosolids composting to the proposed Sonoma Countywide Composting Facility are summarized below.

Siting.

Adding biosolids to the siting process will not change the siting process per se. However, biosolids composting sites are proving more difficult to permit than straight green material only compost sites (due to public perception of biosolids and resulting controversy). In the absence of compost specific regulatory requirements, it is unclear what the Regional Water Quality Control Board will require for permitting a site that includes both biosolids and green material.

Conceptual Design.

Adding biosolids to the Conceptual Design task complicates the task significantly. Typically biosolids and green materials are composted separately. Although some biosolids composters use green material or wood waste as a bulking agent, typically biosolids composting facilities make biosolids compost and green material composters make green material compost. Of the over 200 compost facilities in California only a very few compost both materials into separate products.

In order to design a site to accommodate biosolids the quantities of biosolids would need to be estimated and various scenarios of volumes to be composted would need to be made. It is unclear whether all of the biosolids in the County would be composted or a subset of the total. It is unclear how much green material could be used for bulking agent and if there is adequate green material to bulk all of the biosolids contemplated. It is likely that there is more than adequate green material to provide bulking agent for all of the biosolids to be composted. If this is the case, then a separate green material only composting facility would need to be set up adjacent to the biosolids composting operation; essentially creating two composting facilities.

California Environmental Quality Act (CEQA).

Adding biosolids to the project would add complexity to the CEQA process. Depending on the level of controversy and specific details of the project (including the volumes and moisture content of the biosolids), this could require considerable additional analysis of surface water, groundwater and odor impacts.

Permitting.

The compost facility will require a number of permits prior to operation. Adding biosolids to the green material mix would complicate the permitting, particularly with regard to the Regional Water Quality Control Board. The

County is split between two Regional Water Quality Control Boards (the North Coast Regional Water Quality Control Board [NCRWQCB] in the north and the San Francisco Regional Water Quality Control Board [SFRWQCB] in the south). Neither RWQCB currently has compost specific facility regulations, but rather a broad mandate to protect water quality. Most of the green material composting facilities within the SFRWQCB are located at landfills and their potential water quality impacts are governed by Waste Discharge Requirements (WDRs) for the landfills. Stand-alone green material composting sites are typically required to comply with the General Industrial Stormwater Permit, which is predominantly concerned with surface water. Depending on the specific site, either RWQCB might require site-specific WDRs which, in addition to surface water, typically mandate groundwater monitoring and protection. Adding biosolids would further increase the likelihood that the RWQCB would require site-specific WDRs for the composting facility. This primarily has an impact on cost due to potential liner requirements (for the pad and for retention basins) and monitoring requirements. The current compost operation at the Central Landfill is covered under the landfill's WDRs. The biosolids composting facility at the Laguna Subregional treatment plant in Santa Rosa operates under a site-specific WDR for the composting operation from the NCRWQCB.

100-year floodplain Considerations.

The following is a brief response I received back from Terry Seward at the SFRWQCB. It highlights the needs to mitigate (raise them out of the floodplain) compost operations within the 100-yr floodplain.

From: "Terry Seward" <TSeward@waterboards.ca.gov>
Date: June 4, 2008 10:01:19 AM PDT
To: "Matthew Cotton" <matt@mattcotton.com>
Subject: Re: Composting in 100-year flood plains

Matt, in my opinion I would recommend siting the compost operation whether its just green waste or a mixture of material outside the 100-year floodplain. It will certainly be easier to permit also.

The ESA team is prepared to further pursue these or other issues related biosolids composting at your direction.

Sincerely,

A black rectangular redaction box covering the signature of Paul Miller.

Paul Miller



Agenda Item #: 8.1
Cost Center: All
Staff Contact: Fisher
Meeting Date: 6/18/08

ITEM: Consideration of Future Funding Options

I. BACKGROUND

During the FY 06-07 budget preparation, a discussion of the potential of using other funding sources, other than the surcharge tipping fee, for the Sonoma County Waste Management Agency (SCWMA) was initiated. The surcharge tipping fee is based on the disposal of municipal solid waste generated by residents of Sonoma County. The surcharge tipping fee is calculated by ascertaining the financial requirement for the SCWMA and dividing that by the annual tonnage disposed.

An ad hoc committee was formed in March 2006 and, after three committee meetings, brought several options back to the Board for consideration. Modeling fee collection similar to REMIF or the Russian River Watershed Assoc., (i.e., each Agency member would be assessed a fee that they would pay from any internal source - franchise fees collected from their hauler, from their general fund, etc.).

After much discussion, the Board decided to maintain the surcharge tipping fee. The Board recognizes that with reduced tonnage coming through the County system, the associated surcharge revenues would be reduced and SCWMA would need to explore additional options at a later date.

II. DISCUSSION

At the May 21, 2008 Agency meeting, the Board requested that additional funding ideas be brought to the June 18, 2008 Agency meeting for initial discussion. Staff proposes these ideas as discussion material only.

Target Revenue

The approved budget for FY 08-09 includes \$7,108,651 in revenues for the entire Agency. Deducting \$461,600 in grant funds and \$756,795 OT-Within Enterprise, which is the transfer of funds into the reserve centers, the budgeted revenues are \$5,890,256. The breakdown is as follows:

Interest on Pooled Cash	\$ 229,027
Tipping Fee Revenue	5,098,240
Sale of Material	111,565
Donations/Reimbursement	756,795

The tipping fee revenues include the fees from wood waste and yard debris, which are calculated separately from the surcharge on tonnage disposed that funds the HHW, Education, Diversion and Planning cost centers. For the purposes of this limited discussion, the total revenues described above will be considered.

Petaluma Service Agreement Model

At the present time, the City of Petaluma does not bring its solid waste through the County system and, therefore, does not pay the surcharge tipping fee. Petaluma does bring its green waste through the system and does pay the fees for wood waste and yard debris. The formula used to

calculate the tipping fee surcharge is to use the actual disposed tonnage for the previous calendar year and multiply by the current surcharge. With anticipated declining tonnages, the current arrangement will have the same constraints experienced with the surcharge tipping fee as a whole.

Suggested options to this model would be to either use a jurisdiction's population or its number of households as the basis of the calculation. With mandatory garbage collection in the cities, using the number of households would be an adequate measure. Taking estimated data from the Department of Finance dated 1/1/2008, the number of households in the incorporated area is 131,672. The number of households in the unincorporated area is 66,235. The total number of households in the county is 197,907. Using a simple formula dividing the target revenue by the number of households, the AB 939 service fee would be \$29.76 per household. Once the fee was calculated each jurisdiction could determine their own desired method for collection.

Parcel Tax

According to the Sonoma County Assessor's Office, the total number of parcels in Sonoma County is 194,000. This number does not include exemptions or differentiate between residential and commercial. Using the simple formula of dividing the target revenue by the number of parcels, the parcel tax for each parcel would be \$30.62. Any parcel tax would require compliance with Prop. 218 and would necessitate an election with a 66% affirmative vote countywide. This option is considered very complex, expensive and difficult to implement successfully. In the past, the Board has discussed this option and eliminated it from further consideration.

Agency AB 939 Program Fee

One funding option is a program fee levied just for the Agency programs. Jurisdictions could place it on the garbage bills as a pass through that the haulers would collect or in the case of Rohnert Park, the member might be collecting it for the Agency. It would not automatically mean a member's hauling agreement would need to be renegotiated. What it does require in Counsel's opinion is compliance with the noticing only (not the election) provisions of Proposition 218.

Sustainable Funding

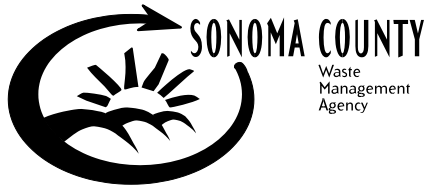
No matter what consideration for future funding is used, the sustainability of the funding is key. At the present time, budget planning is accomplished by deciding what programs will be done in the next fiscal year and the surcharge rates are raised accordingly. The year to year planning process will work as long as there is the opportunity to raise rates annually. With the Petaluma model, and the Agency AB 939 program fee, an inflator can be built into the necessary agreements. The parcel tax consideration could be static, and with the current planning process, the Agency would be held to a firm budget without flexibility for new programs, new mandatory legislation requirements or emergencies.

III. FUNDING IMPACT

There is no funding impact for this item. It is for discussion purposes only.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff requests direction from the Board on which funding option(s) they would like to pursue further.



Agenda Item #: 8.2
Cost Center: HHW/ADMIN
Staff Contact: Klassen
Agenda Date: 6/18/08

ITEM: Draft HHW Lease Agreement for County Divestiture Project

I. BACKGROUND

As part of the collection of information for the divestiture process, the County has identified two agreements that are needed to facilitate the potential divestiture project. They are:

- Agreement between [New Landfill Owner] the Sonoma County Waste Management Agency for Agency Fees and Programs
- Lease between the County of Sonoma and the Sonoma County Waste Management Agency for the Household Hazardous Waste Operations Facility

At the April 2008 Board of Directors' meeting, the Board formed an Agency ad hoc committee to review, discuss and negotiate the proposed terms of these Agreements. The Board members serving on the committee will be Dave Brennan and Vince Marengo. Agency staff participants will be Susan Klassen, Interim Executive Director, and Charlotte Fisher.

II. DISCUSSION

The Agency ad hoc committee met on May 6, 2008. Attending the meeting were Boardmembers Dave Brennan and Vince Marengo, Janet Coleson (Agency Counsel), Sheryl Bratton (County Counsel), Lori Norton (County Administrators Office), Susan Klassen and Charlotte Fisher. County Counsel had prepared draft agreements for fees and programs between the potential new owner and the SDCWMA and a lease between the County and SCWMA for the household hazardous waste facility. Both agreements were reviewed, discussed and changes to the agreements were suggested. The County Counsel's office will prepare the draft agreements with the suggested changes and they will be presented to the Agency Board for approval and execution.

Lease between the County of Sonoma and the Sonoma County Waste Management Agency for the Household Hazardous Waste Operations Facility

Presented at this meeting is the draft agreement for the HHW lease. The agreement defines the location, known as the premise, of the facility in relationship to the Central Disposal Site. There is language in the draft agreement that gives protection for availability to access the Site after the posted public hours. The draft agreement allows for relocation of the facility within the Site, but with provisions to keep the Agency financially whole as well as advance notice of any potential relocation. Language has been included to have the Agency pay for the utilities.

There is assignment and termination language as well as language for the right to terminate the HHW operations should the Agency be so inclined.

The lease also contains the option of extension of the lease (two 5 year options). These extensions would have the lease payment be calculated using the fair market value and would only be exercised if the new owner was not planning on using the space.

The Agreement between [New Landfill Owner] the Sonoma County Waste Management Agency for Agency Fees and Programs will be presented to the Board for approval at a later date.

III. FUNDING IMPACT

For the HHW facility, a payment of \$23,400 is budgeted for the FY 07-08 and \$20,000 proposed in the FY 08-09 Budget. The proposed annual consideration for the lease is \$23,000 and will be paid in advance on January 1 of each year. The Agreement requires the Agency to pay \$150/month or \$1,800/year for electricity and water provided to the property. Staff will put a provision in the Operations HHW RFP requiring the contractor to be responsible for utility bills.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the Draft Lease between the County of Sonoma and the Sonoma County Waste Management Agency for the Household Hazardous Waste Operations Facility, as developed by the ad hoc committee.

V. ATTACHMENTS

Draft Lease between the County of Sonoma and the Sonoma County Waste Management Agency for the Household Hazardous Waste Operations Facility

[DRAFT]

LEASE AGREEMENT BETWEEN THE COUNTY OF SONOMA AND THE SONOMA COUNTY WASTE MANAGEMENT AGENCY FOR THE HOUSEHOLD HAZARDOUS WASTE OPERATIONS FACILITY

This Lease is made as of _____, 2008 (the "Effective Date") by and between the County of Sonoma, a political subdivision of the State of California ("Owner"), and the Sonoma County Waste Management Agency, a joint powers agency ("Agency").

RECITALS

A. WHEREAS, Owner is the owner of the real property consisting of approximately three-hundred seventy two (372) acres located at the Sonoma County Central Landfill, 500 Mecham Road, Cotati, commonly known as the Sonoma County Central Landfill ("the Landfill");

B. WHEREAS, Agency is responsible for the administration of a household hazardous waste (HHW) program to serve the residents of Sonoma County which is currently located at the Landfill on approximately [.25 acres], as more particularly depicted on Exhibit "A" which is attached hereto ("the Premises").

C. WHEREAS, in 2002, Owner contracted for the construction of a Household Hazardous Waste Facility ("HHW Facility") at the Landfill upon the Premises, which facility has been chiefly administered by Agency ever since.

D. WHEREAS, Owner and Agency are both parties to the Household Hazardous Waste Facility Operator Contract, dated June 11, 2002, and all amendments thereto ("Operator Contract"), which provides for the day-to-day operation of certain household hazardous waste ("HHW") recycling and waste management programs administered by Agency.

E. WHEREAS, Owner and Agency desire to enter into a lease agreement for the Premises so as to secure Agency's continued ability to provide HHW services for the residents of Sonoma County.

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

AGREEMENT

1. *Term.*

1.1 *Initial Term.* Owner hereby leases the Premises for the purposes set forth herein for a term ("the Term") commencing on the Effective Date and ending on February 10, 2017.

1.2 *Option to Extend Term.* Agency shall have two (2) five-year extension options on the terms and conditions set forth in this Section 1.2. At least twelve (12) months before the expiration of the initial term, or the first extended term (in the situation where the Agency has exercised its first extension option), Agency shall give Owner written notice of the Agency's desire to exercise its option. Within sixty (60) days of receiving such notice, Owner shall provide Agency with the proposed rent for the extended term. Within thirty (30) days of receiving Owner's proposed rent, Agency shall advise Owner if Agency is interested in extending the term. If Agency is not interested in extending the term, this Lease shall terminate and Owner shall be free to use, or lease, the Premises in any manner so desired. Notwithstanding the foregoing, Owner shall not be required to extend the term should Owner: (a) desire the Premises for waste disposal purposes and Owner determines, in its reasonable discretion, that there are no other suitable areas on the Landfill for the HHW Facility; or (b) be willing to conduct a similar HHW program at the Landfill. In the event Owner requires use of the Premises for waste disposal purposes, but determines that there are other suitable premises for the HHW Facility, this Lease may be extended and the Premises and rent consideration modified to reflect the new location for the extended term.

1.3 *Early Termination.* Agency shall have the right to terminate the Lease at any time by providing Owner with at least sixty (60) days written notice.

2. *Consideration.* Agency shall pay to Owner annual consideration in the amount of Twenty-Three Thousand dollars (\$23,000). Such consideration shall be paid in advance on January 1st of each year. Consideration for any extended term shall be based on the rent agreed to by the parties pursuant to Section 1.2 above.

3. *Use.* Agency shall limit its use of the Premises to the continued operation of the HHW Facility located therein. Agency shall have use and access to the Premises at all times provided, however, that public access to the Premises shall be limited to the regular days and hours that the Landfill is open to the public. To that end Agency:

A. Shall not deny access to the Premises to any Owner personnel or vehicles during regular business hours. Owner shall similarly respect and maintain Agency's right of entry to the Premises by keeping access roads in substantially the same condition as of the Effective Date for all reasonable uses.

B. Shall cooperate with Owner to host site inspections when requested and shall grant access to Premises to California State officials when requested for any

purpose, including site inspections to be conducted pursuant to the Household Hazardous Waste Grant.

4. *Utilities.* Owner shall provide water for emergency systems, sanitation requirements, and electricity to the HHW Facility. Agency agrees to pay Owner \$150 per month for the estimated utility uses for the HHW Facility. Commencing July 1, 2009, the monthly utility charge shall be adjustments by three percent (3%) per year.

5. *Improvements.*

5.1 *Construction of Improvements.* Throughout the term, Agency may install improvements within the boundaries of the Premises. Costs for such improvements shall be the sole responsibility of Agency, or its sublessor(s), and all construction shall be performed in a workmanlike manner in compliance with all applicable laws, ordinances and regulations. Owner will not reimburse Agency, or its sublessor(s), for any improvements made to the Premises.

5.2 *Maintenance and Repair.* Throughout the Term, Agency shall be responsible, at Agency's sole cost and expense, for all construction, operation and replacement costs for any improvements on the Premises. In addition, Agency shall, at Agency's sole cost and expense, maintain the Premises and all improvements in good condition and repair.

5.3 *Ownership of Improvements During Term.* All improvements constructed on the Premises by Agency as permitted by this Lease shall be owned by Agency until expiration of the term. Agency shall not, however, remove any improvements from the Premises during the term, except as otherwise provided in this Lease, unless immediately replaced with a substitute improvement of equal or greater value on a depreciated basis, nor waste or destroy any improvements on the Premises except as permitted by this Lease.

5.4 *Treatment of Improvements at End of Lease.* Any and all improvements, alterations or additions to the Premises or HHW Facility, regardless of when they were installed, shall become Owner's property free and clear of all claims upon the expiration or earlier termination of this Lease. All such improvements shall be surrendered to Owner in good condition upon expiration of the term or termination of this Lease without compensation to Agency and without further instrument of transfer; provided, however, that Owner, by notice to Agency (in the manner provided herein), may specify all or any of the improvements to be removed and Agency shall, at Agency's sole expense remove from the Premises such improvements (or that portion of the improvements required by Owner to be removed by Agency) and repair all damage to the Premises caused by such removal. Owner shall provide Agency with two-hundred forty (240) days' written notice of any improvements requiring removal. Agency shall comply with the notice before the expiration date for normal termination, provided Owner provided such notice at least two-hundred forty (240) days prior to the normal termination, and within two-hundred forty (240) days after receiving the notice in all other circumstances.

6. *Right to Relocate the Premises.* Owner reserves the right to relocate the HHW

Facility at its sole discretion. Should Owner exercise its right to relocate Agency as provided herein, Owner shall provide Agency with 30-days advance notice of its intent to relocate the premises. The new space shall be comparable to the original Premises and all terms and provisions of this Lease shall apply to the new space with equal force and effect. Agency agrees to relocate to such new space within thirty (30) days following Agency's receipt of a certificate of occupancy for the relocated premises. If Owner decides to relocate Agency, Owner shall:

- A. Give Agency prior written notice of such relocation;
- B. Provide Agency at Owner's expense with tenant improvements substantially equal in quality to those on the Premises; and
- C. Reimburse Agency for the reasonable costs to move Agency's property and equipment to the new space.

7. *Indemnity; Exculpation*

7.1 *Indemnity.* Agency will indemnify, hold harmless and defend Owner, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, reasonable attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Agency, arising out of or in connection with any of the following circumstances:

- A. Use of Premises. Use of the Premises by anyone, including any use of the Premises in manners not allowed under this Lease.
- B. Use of Central Landfill Outside Premises. Use of the Landfill by Agency or any authorized employee, agent, contractor or representative, invitee, subtenant, licensee, patron or contractor, and the agent, employee, invitee, subtenant, licensee, patron or contractor of any subtenant, provided such party whose act or omission caused such action, claim, damage disability or expense to arise was acting in the course of his/her duties or under the direct control of Agency (or subtenant, as the case may be), including any use of the Landfill in manners not allowed under this Lease.
- C. Breach by Tenant. Any breach by Agency of the terms, covenants or conditions contained in this Lease.
- D. Other Activities. Any other activities of Agency, its agents, employees and subtenants whether or not there is concurrent negligence on the part of OWNER, but excluding liability due to the sole active negligence or sole willful misconduct of Owner. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Agency or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.2 *Exculpation of Owner.* Except as otherwise provided in the Lease, Owner, its officers, agents, and employees, shall not be liable to Agency for any loss or damage to Agency or Agency's property from any cause. Agency expressly waives all claims against Owner, its officers, agents, and employees, for injury or damage to person or property arising for any reason, unless such injury or damage is caused by or due to the breach of the terms, covenants or conditions of this Lease or the active negligence or willful misconduct of Owner, its authorized employees, agents, contractors or representatives.

8. *Insurance.*

8.1 *Workers' Compensation Insurance.* With respect to the possession and use of the Premises allowed by this Lease, Agency shall require all of its sublessors, subcontractors, consultants, and other agents to maintain workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.

8.2 *General Liability Insurance.* With respect to the possession and use of the Premises allowed by this Lease, Agency shall require all of its sublessors, subcontractors, consultants, and other agents to maintain commercial business 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 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 Owner.”

8.3 *Automobile Insurance.* With respect to the possession and use of the Premises allowed by this Lease, Agency shall require all of its sublessors, subcontractors, consultants, and other agents to maintain 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. The automobile liability policy shall be endorsed to delete the pollution and/or the asbestos exclusion and add the motor carrier act endorsement (MCS-90), TL 1005, TL 1007 and any other endorsements that may be required by federal or state authorities. 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 Owner.”

8.4 *Pollution and/or Asbestos Pollution Liability.* With respect to the possession and use of the Premises allowed by this Lease, Agency shall require all of its sublessors, subcontractors, consultants, and other agents to maintain pollution and/or asbestos pollution liability insurance covering bodily injury and property damage in the amount of \$1,000,000 each occurrence/\$2,000,000 policy aggregate. Such insurance shall be maintained

for a minimum of 5 years after the expiration or earlier termination of this Lease. 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 Owner.”

8.5 *Verification of Coverage.* Agency shall furnish Owner with endorsements effecting coverage required by this Section 8. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by this Section. Agency agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the Owner for the duration of this Lease. After this Lease has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists at least ten (10) days before expiration or other termination of the existing policy.

8.7 *Policy Obligations.* Agency's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. *Hazardous Waste Provisions*

9.1 *Compliance with Law.* Agency shall ensure full compliance with all laws, statutes, ordinances, rules, regulations, orders, requirements, and policies of any and all governmental agencies and authorities and any fire insurance underwriters applicable to any Hazardous Materials (as defined in Section 9.3) ("Hazardous Materials Laws") with respect to all activities conducted on the Premises or pursuant to this Lease.

9.2 *Indemnity.* If Agency breaches the obligations stated in this Section 9 or if Agency's Hazardous Materials on or about the Premises or Landfill results in contamination of the Premises or Landfill, then Agency shall indemnify, defend (with counsel approved by Owner) and hold Owner harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses which arise during or after the term of this Lease as a result of Hazardous Materials used or kept by Agency, or are present in or on the Premises or Landfill as a result of Agency's actions, and such have presented a breach or contamination. This indemnification of Owner by Agency includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials in, on or under the Premises or Landfill. Without limiting the foregoing, if Agency makes a release or discharge of Hazardous Materials on or about the Premises or HHW Facility after the commencement of this Lease, Agency shall promptly take all actions at its sole expense as are necessary to return the Premises or Landfill to the condition existing before such release or discharge of Hazardous Materials, provided that Owner's approval of such actions shall first be obtained. Upon termination of this Lease, Agency shall surrender the Premises to Owner free of any and all Hazardous Materials, unless the contamination was caused by others, and in compliance with all Hazardous Materials Laws.

This indemnification shall survive the termination or expiration of this Lease.

9.3 *Definition of "Hazardous Materials."* As used herein, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health and Safety Code, Section 25316 of the California Health and Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

10. *Assignment.*

10.1 *Assignment by Owner.* Should Owner sell the Landfill, this Lease shall automatically be deemed to be assigned to, and binding upon, the new owner of the Landfill upon the Owner's transfer of its right title and interest to the Landfill. Notwithstanding the foregoing assignment, Agency's indemnification obligations shall survive such assignment.

10.2 *Assignment by Agency.* Agency shall not assign any right or obligation arising under this Lease without the prior written consent of Owner.

11. *Defaults and Termination.*

11.1 *Events of Default.* The occurrence of any of the following shall constitute an event of Default by Agency under this Lease:

- A. Agency's failure to pay when due any consideration required to be paid under this Lease if the failure continues for thirty (30) days after written notice of the failure from Owner to Agency;
- B. Agency's failure to perform any other obligation under this Lease if, for thirty (30) days after written notice of the failure from Owner to Agency, Agency fails to commence in good faith to perform such obligation;
- C. Agency's abandonment of the HHW Facility, including Agency's absence from the same for thirty (30) consecutive days.

11.2 *Opportunity to Cure; Termination Notice; Surrender.* On the occurrence of an Event of Default specified in Section 11.1(A) of this Lease by Agency, Owner shall have the right to terminate the Lease. On the occurrence of an Event of Default specified in Section 11.1(B) or (C) of this Lease by Agency, Owner shall serve a notice of intent to terminate ("Termination Notice") on Agency. The Termination Notice must: (a) identify each of the

provisions of this Lease the Agency has failed to perform; (b) identify, for each of the specified provisions that Owner claims Agency has failed to perform, the specific breach and expected cure; and (c) identify the termination date of the Lease which must be no less than sixty (60) days after Owner's service of the Termination Notice. Once Owner has terminated this Lease, Agency shall immediately surrender the Premises to Owner.

12. *Compliance with Laws.* Throughout the Term of this Lease, Agency, at Agency's sole expense, shall comply with all federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued, including without limitation, all labor code requirements.

13. *Notices.* Any notice, tender or delivery to be given hereunder by either party to the other shall be in writing and shall be effected by personal delivery, by certified mail, postage prepaid, return receipt requested or by recognized overnight courier. Notices, tender or delivery shall be delivered and/or addressed to the respective addresses of the parties set forth below, but each party may change its address by written notice in accordance with this Section:

Agency: Sonoma County Waste Management Agency
Attention: Agency Director
2300 County Center Dr., Suite B 100
Santa Rosa, CA 95403
(707) 565-3687
Fax: (707) 565-3701

Owner: Sonoma County Department of Transportation and Public
Works, Integrated Waste Division
Attention: Agency Director
2300 County Center Dr., Suite B 100
Santa Rosa, CA 95403
(707) 565-3687
Fax: (707) 565-3701

14. *Miscellaneous.*

14.1 *No Waiver of Breach.* The waiver by either party of any breach of any term or promise contained in this Lease 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 Lease.

14.2 *Construction.* To the fullest extent allowed by law, the provisions of this Lease 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 Lease 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. Owner and Agency acknowledge that they have each contributed to the making of this Lease and that, in the event of a dispute over the interpretation of this Lease, the language of the Lease will not be construed against one party in favor of the other. Owner and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Lease.

14.3 *Consent.* Wherever in this Lease 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.

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

14.5 *Applicable Law and Forum.* This Lease shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. To the extent allowed by law, the parties agree that any action to enforce the terms of this Lease 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.

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

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

14.8 *Time of Essence.* Time is specifically deemed to be of the essence of this Lease.

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

Agency: SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: _____
Chairperson, Sonoma County
Waste Management Agency

APPROVED AS TO FORM FOR AGENCY:

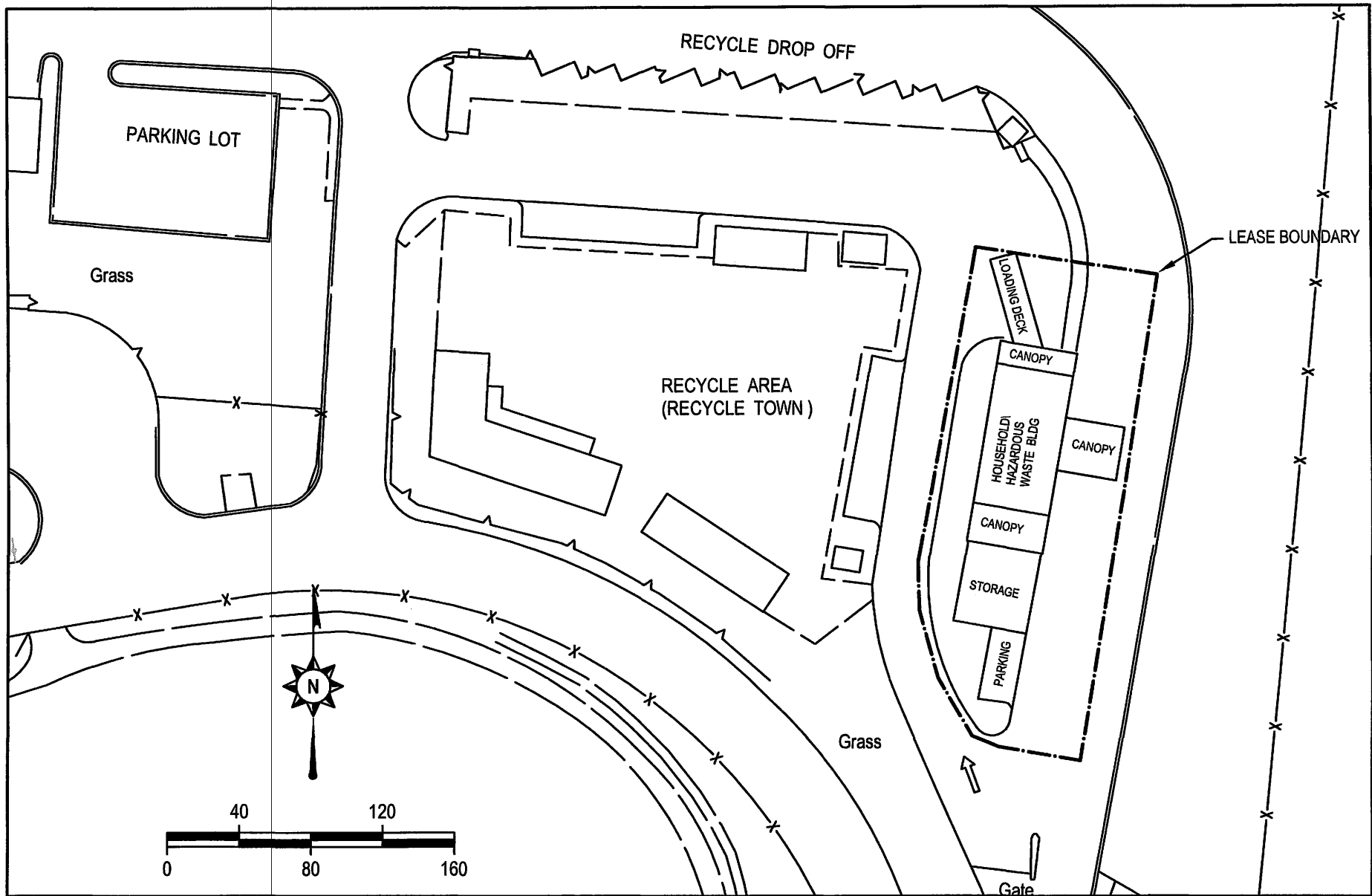
By: _____
Janet E. Coleson
Agency Counsel

Owner: COUNTY OF SONOMA

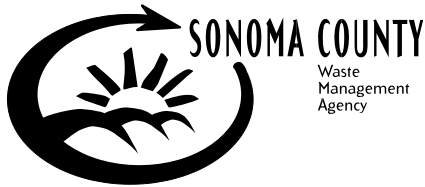
By: _____
Chairperson, Sonoma County
Board of Supervisors

APPROVED AS TO FORM FOR COUNTY:

Sheryl L. Bratton
Chief Deputy County Counsel



DATE	REVISION	BY	APPROVED	DESIGNER:	DATE:	EXHIBIT "A"	
				DRAFTER:	DATE:		
				CHECKER:	DATE:		
						CENTRAL SITE SONOMA COUNTY, CALIFORNIA	



Agenda Item #: 8.3
Cost Center: All
Staff Contact: Klassen
Agenda Date: 6/18/08

ITEM: Update on Executive Director Position

I. BACKGROUND

Section 4. of the Agreement between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (JPA Agreement) dated February 11, 1992 as amended January 24, 1996, states that the JPA will contract with the County of Sonoma for staff services with the Recycling, Marketing and Integrated Solid Waste Manager. A Memorandum of Understanding for Staffing Services was approved by the SCWMA and the County of Sonoma in 2007. The MOU provided an opportunity for input from the SCWMA during the Executive Director selection process

The Recycling Manager position was approved by the Civil Service Commission on March 6, 2008. The time distribution for the Recycling Manager will be split 80% as Executive Director to the SCWMA and 20% on County activities related solely to County funded diversion and recycling efforts.

The recruitment began on April 2nd and closed on April 25th. The modified salary has been approved by the Board of Supervisors.

At the April 16 Board meeting, Chairman Tim Smith volunteered to be a part of the selection process representing the Agency.

II. DISCUSSION

Thirty-four applications were received in response to the recruitment. Oral Board Interviews with the top 8-10 candidates were held on May 22, 2008. The members of Oral Board panel were Tim Smith, SCWMA, Mike Anderson, AB 939 Local Task Force and Donna Caldwell, Public Works staff. Following the Oral Board, departmental interviews were conducted with the top three candidates the Dept. is currently checking references and performing background checks before making a job offer.

III. FUNDING IMPACT

Salary and benefits budgeted by the SCWMA in the adopted FY 08-09 Work Plan presented at the January 2008 meeting and proposed preliminary budget for the Executive Director function is \$118,297 which includes a 3% increase in salary and benefits cost. The salary range \$88,140 to \$107,130 approved by the Board of Supervisors results in salary savings to the Agency.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This is an informational Item. No action is required.

V. ATTACHMENTS

None

Zero Waste Reference Information

Item #9.1

Sonoma County Local Task Force Zero Waste Subcommittee, June 2008

Recycling has become a national habit, a daily ritual practiced by over 100 million people every day. Yet recycling alone will not end our dependency on landfilling and incinerators, nor reverse the rapid depletion of our natural resources. As world population and consumption continue to rise, it is clear that our one-way system of extracting virgin resources to make products that will later be buried or burned or even recycled is not sustainable.

What is Zero Waste?

Zero waste is a philosophy and a design principle for the 21st Century; it is not simply about putting an end to landfilling and end-of-pipe solutions. That is why it heralds fundamental change. Here are quotes from a number of groups working on zero waste:

Aiming for zero waste means designing products and packaging with perpetual reuse and recycling in mind. It means ending subsidies for wasting. It means closing the gap between landfill prices and their true costs. It means making manufacturers take responsibility for the entire lifecycle of their products. Zero waste efforts, just like recycling efforts before, will change the face of industrial design and personal consumption in the future. Instead of managing wastes, we will manage resources and eliminate waste.

-- Institute for Local Self-Reliance, www.ilsr.org

Zero Waste is a goal that is both pragmatic and visionary, to guide people to emulate sustainable natural cycles, where all discarded materials are resources for others to use. Zero Waste means designing and managing products and processes to reduce the volume and toxicity of waste and materials, conserve and recover all resources, and not burn or bury them. Implementing Zero Waste will eliminate all discharges to land, water or air that may be a threat to planetary, human, animal or plant health.

-- Zero Waste International Alliance, www.ziwa.org

Zero waste is a conceptual goal like Zero Emissions, or Zero Accidents. It is a path or direction set by Communities, Businesses, Institutions, Households, Event Planners, and others to guide us in our individual and group decisions and actions towards the elimination of resources being sent to landfill or incineration. Zero waste maximizes recycling, minimizes waste, reduces consumption, and ensures that products are made to be reused, repaired or recycled back into nature or the marketplace.

Zero waste advocates for:

- REDESIGNING PRODUCTS AND PACKAGING FOR DURABILITY, REUSE AND RECYCLABILITY.

Instead of perpetuating our throw-away society, products can be designed to be more easily reused or repaired when they have outlived their usefulness. Zero Waste practices reduce the volume and toxicity of waste and materials, and conserve and recover all resources rather than burn or bury them.

- PRODUCER RESPONSIBILITY. Zero Waste puts the responsibility for materials entering the waste stream on the front-end with the manufacturer, not on the consumer at the back-end of the product's life. The end result is that manufacturers redesign products to reduce material consumption and facilitate reuse, recycling, and recovery. Manufacturers take-back their products and packaging.

- ENDING TAX PAYER SUBSIDIES FOR WASTEFUL AND POLLUTING INDUSTRIES. Pollution, energy consumption and environmental destruction start at the point of virgin resource extraction and processing. Our tax dollars subsidize many industries that make products from virgin materials, such as timber and mining. Zero Waste proposes ending these federal subsidies to enable recycled and reused products to compete on an even playing field. Without the subsidies, the market can determine which products are truly less expensive.

- "TRUE COST" ACCOUNTING. The price of a product does not currently reflect the full costs of the environmental degradation and public health impacts associated with the virgin resource extraction,

processing, manufacture, transportation, and disposal of that product. When the market prices begin to include such costs, the more environmentally-friendly product will also be the less expensive.

- **INVESTING IN INFRASTRUCTURE, NOT LANDFILLS.** In many communities, strategies like unit-based pricing for garbage collection (commonly known as Pay-As-You-Throw) have created tremendous incentives for residents and businesses to reduce waste and have resulted in higher landfill diversion rates. Rather than using the tax base to build new landfills or incinerators, communities have also invested in recycling, composting, and reuse facilities.

- **USING PRECAUTION.** Manufacturers can apply the precautionary principle before introducing new products and processes and avoid products and practices that are wasteful or toxic. Social, environmental and economic performance standards can be met together.

- **CREATING JOBS FROM DISCARDS.** Wasting materials in a landfill also waste jobs that could be created if those resources were preserved. On a per-ton basis, sorting and processing recyclables alone sustains ten times more jobs than landfilling or incineration. Zero Waste helps communities achieve a local economy that operates efficiently, sustains good jobs, and provides a measure of self-sufficiency.

-- Berkeley Ecology Center, www.ecologycenter.org

Zero Waste Communities Around the World

California, USA: Del Norte County, San Luis Obispo County, Santa Cruz County

Oakland, Santa Cruz, City and County of San Francisco, Berkeley, Palo Alto

San Luis Obispo County, Sonoma County, State of California, Integrated Waste Management Board

Marin County, CA Joint Powers Authority, Fairfax, Novato, Fresno, El Cajon, Culver City, Ocean Beach, Rancho Cucamonga, San Jose, Apple Valley

Other USA and Canada: Boulder County, CO; City of Boulder, CO; Central Vermont Waste Management District; Seattle, WA; Summit County, CO; Matanuska-Susitna Borough, AK; Logan County, OH
Halifax, Nova Scotia; City of Nelson, BC; Regional District Kootenay Boundary, BC
Regional District Central Kootenay, BC; Smithers, BC; Regional District Cowichan Valley, BC
Regional District of Nanaimo, BC; Toronto, Ontario; Sunshine Coast Regional District, BC
Regional District of Central Okanagan, BC; City of Trail, BC; City of Rossland, BC
Village of Fruitvale, BC; City of Grand Forks, BC; Metro Vancouver, BC

Australia and New Zealand: Eurobodalla Council; Willoughby Council; South Australia State Government; Canberra The State of Western Australia; The State of Victoria

United Kingdom and Europe: England: Doncaster Metropolitan Borough Council, Bath and NE Somerset District Council, Blaenau Gwent County Borough Council, Wales; City of Capannori, Italy

Africa and Asia: South Africa, adopted the Polokwane Declaration on Waste Management at first National Waste Summit in 2001; Candon City, Ilocos Sur, Philippines; San Isidro, Sueva Edija, Philippines
Pilar, Sorsogon, Philippines; Linamon, Lanao del Norte, Philippines; Sigma, Capiz, Philippines
Kamikatsu, Japan; Kovalam, India; Kanchrapara Municipality, West Bengal, India

Other Interesting Resources:

California Product Stewardship Council, www.caproductstewardship.org

City of Oakland, www.zerowasteoakland.com

Eco-Cycle, www.ecocycle.org/zerowastevideo and www.ecocycle.org/zerowaste/zwsystem

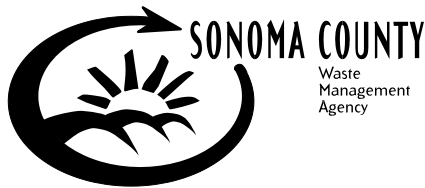
Grassroots Recycling Network, GRRN, www.grrn.org/zerowaste

Product Policy Institute, www.productpolicy.org

StopWaste.Org, www.stopwaste.org and www.stopwaste.org/docs/casestudiesprint.pdf

The Story of Stuff, www.storyofstuff.com

Getting To Zero Waste, Paul Palmer, author, www.gettingtozerowaste.com



Agenda Item #: 10.1
Cost Center: Education
Staff Contact: Chilcott
Agenda Date: 6/18/08

ITEM: Back-to-School Recycling Grant Program

I. BACKGROUND

The FY 08-09 Work Plan was adopted at the January 16, 2008 regular meeting of the Agency Board of Directors. At the February 20, 2008 meeting, staff was directed to not make any contributions to the Contingency Reserve from the Education cost center and use those funds to increase Contract Services for educational efforts in schools. At the March, 19, 2008 meeting, the Board approved an adjustment to the amount lowering the amount proposed in the draft budget. This leaves \$9,701 in additional funding in the FY08/09 Budget for a Board directed project benefitting the schools. The Work Plan for the FY 08/09 does not include a schools program.

II. DISCUSSION

To better understand the role the Agency might take in the schools, a snapshot was created of environmental education activities already taking place in Sonoma County.

The role of SCOE, districts and the schools:

Sonoma County Office of Education (SCOE) provides mostly business and administrative support to the school districts for personnel, payroll, budget, retirement, special education, migrant education, legal services and credentials. The school districts are governed by Board of Trustees that meets monthly. District offices arrange for garbage and recycling collection on behalf of their member schools. The schools, with permission from their District offices, are responsible for determining what curriculum and programs are offered.

Some schools offer well-integrated solid waste/recycling programs championed by enthusiastic staff. An example is Fred Hall, custodian at Oak Grove Elementary School in Graton, well-known as spearheading a comprehensive recycling and environmental sustainability program at the school. In fact, he went so far above his expected job duties to make recycling and environmental education an integral part of the school culture.

Unfortunately, neither SCOE nor the District offices can provide a compilation of environmental education/activities taking place in Sonoma County schools (in-class recycling, cafeteria recycling, teacher and administrative staff office recycling, school gardens, etc.).

Methods of outreach to the schools:

SCOE has email listserves that can disseminate information efficiently. In addition, often times the school districts, schools and PTA organizations feature weekly electronic bulletin board announcements on their web sites.

Garbage collection in the schools:

Garbage collection is provided to the schools by franchise agreement. Recycling collection may be provided by the franchised hauler or by other companies. Interestingly, many school districts do not pay for garbage service (see comments in the table below). Single-stream recycling service is always provided at no charge. In addition, Cloverdale, Healdsburg, Petaluma and Windsor require their garbage company to provide education outreach to the schools as part of their franchise agreement. However, even if it's not explicit contractually, North Bay responds to requests for service and presentations to the schools in all their service areas at no charge to the schools. Sonoma Garbage Collectors only responds to service requests.

City/jurisdiction	Agreement about providing garbage service to the schools
Cloverdale	Charge for garbage collection. In addition, Redwood Empire Disposal provides visits/presentations/support to the schools by franchise agreement.
Cotati	Charge for garbage collection. No outreach requirement to the schools by franchise agreement.
Healdsburg	Charge for garbage collection. In addition, Redwood Empire Disposal provides annual visits/presentations/support to the public schools by franchise agreement.
Petaluma	Free garbage collection per franchise agreement. In addition, GreenWaste Recovery provides outreach to the schools by franchise agreement.
Rohnert Park	Charge for garbage collection. No outreach requirement to the schools by franchise agreement. However, the Council has specially requested schools outreach.
Santa Rosa	Free garbage collection per franchise agreement. No outreach requirement to the schools by franchise agreement.
Sebastopol	Charge for garbage collection. No outreach requirement to the schools by franchise agreement.
Sonoma	Charge for garbage collection. No outreach requirement to the schools by franchise agreement.
Windsor	Free garbage collection per franchise agreement. In addition, Windsor Refuse and Recycling provides outreach to the public schools twice a year by franchise agreement.
Unincorporated area	Cost for garbage collection. No outreach requirement to the schools by franchise agreement.

Garbage company outreach:

North Bay Corporation and Greenwaste Recovery, Inc. offer the most support to schools in Sonoma County. According to North Bay, a large number of outreach requests are usually from teachers, principals or parents. In 2007, school requests became so great that it prompted North Bay to hire three extra staff members to meet service demands. Outreach by both companies includes:

- Recycling specialist support
- Recycling equipment
- Recycling literature
- Recycling training
- Site assessments
- School assemblies
- Resources
- Classroom instruction

Classroom instruction, tailored for grade level, is developed in-house by Green Waste Recovery and North Bay Corporation (Sample outreach materials developed by North Bay Corporation are attached.)

Following is an excerpt from North Bay Corporation regarding their classroom presentation:

“ Depending on the age group, we discuss the definition and impact of landfills on our environment. Kids are taught the importance of keeping material that doesn’t need to be buried out of, or diverting material from, the landfill.

After this discussion kids are asked if they are familiar with the 3 R’s of recycling and are introduced to the next two: ROT and Rethink. For the younger groups carefully define words

like “reduce” and “reuse;” often times for the K-2 aged kids we stay away from ROT since they have had no education yet on the chemical break down of material. We give simple examples and encourage the kids to interact with us when we ask, “What kinds of things are recyclable?” This is an avenue for us to learn how aware they are and also for them to be corrected and learn why something might not be recyclable. For the older kids we get into really thinking about what we can all do to reuse as much as possible. Rethink is also an important one for the older kids because they are beginning to be consumers themselves. It is important for them to know there is value in purchasing items packaged in post-consumer material and/or buying items with minimal packaging.”

In addition to services listed above, North Bay Corporation provides extra outreach including:

- Quarterly emails distributed to school contacts providing information about topics such as EPA’s Waste Free Lunch Guide, suggestions on reviewing the School District’s policy on environmental procurement, etc.
- Material Recovery Facility (MRF) tours. In 2007, 125 students received tours. North Bay also honors MRF tour requests by schools outside of their service area.
- Distribution of classroom recycling containers. Before single-stream blue carts, stackable green and yellow crates were used for the residential curbside recycling program. These crates have been repurposed as classroom recycling bins.

City/jurisdiction	Outreach tallies by jurisdiction in FY 07-08
Cloverdale	Information unavailable
Cotati	Information unavailable
Healdsburg	Information unavailable
Petaluma	Information unavailable
Rohnert Park	<ul style="list-style-type: none"> • Email outreach to principals sent quarterly • 70 classroom recycle crates with stickers distributed at no cost. • 2 blue single-stream carts donated
Santa Rosa	<ul style="list-style-type: none"> • Outreach provided to 23 schools, representing about 3,284 students • Classroom presentations at 8 schools • Site assessments at 5 schools • Tabled an event on one school’s science fair • 98 classroom recycle crates distributed at no cost • 4 blue single-stream carts donated • Email outreach to principals at each Santa Rosa City School referring them to the resources and services available through outreach staff.
Sebastopol	<ul style="list-style-type: none"> • Classroom presentations at 3 schools
Sonoma	Information unavailable
Windsor	<ul style="list-style-type: none"> • Classroom presentation at 8 schools, twice annually
Unincorporated area	<ul style="list-style-type: none"> • Classroom presentation at 1 school

Environmentally Preferable Purchasing (EPP) Policy in the school districts:

While North Bay Corporation staff has diligently made suggestions about EPP in their school district email outreach, there is no summary about which, if any, school districts have passed resolutions and policies about EPP.

Sonoma County Department of Transportation and Public Works (DTPW) outreach to the schools:

Patrick Carter, Agency and DTPW staff, gives tours of Central Disposal Site including the Reuse & Recycling area, tipping building and power plant to school groups upon request. In FY 07/08 tours included:

- Five tours for SRJC
- One tour for SSU
- One tour for Alexander Valley Elementary
- One tour for an elementary school located in the West County
- One tour for the Marin Conservation Corps
- One tour for a Santa Rosa Boy Scouts troop
- One tour for a Petaluma High School group
- One tour for a Petaluma Middle School group

Sonoma Compost Company outreach to the schools:

In 2007, over 100 students combined from Alexander Valley School, Rancho Cotati High School, Santa Rosa Junior College, Girl Scout Troups received tours of the composting facility and demonstration garden.

Soils products donated to the schools in 2007 for use on the grounds or in school gardens:


- 124 cubic yards of Sonoma Compost
- 44 cubic yards of Path Mulch
- 44 cubic yards of Early Vineyard Mulch
- 156 cubic yards of Mallard Plus compost

List of schools:


To appreciate the enormity of the task of outreaching to the schools, a list of school districts and schools is included as an attachment.


Organizations providing environmental education benefitting the schools:

In addition to our garbage companies, other organizations offer environmental programs to the benefit the schools. These organizations include the Environmental Discovery Center, the Sonoma Ecology Center, the Compost Club, Cool Schools Program and the University of California Cooperative Extension, Master Gardeners. See below for a full description of organizations active in the schools:

Environmental Discovery Center www.sonoma-county.org/parks/edc.htm		
About		<p>The Environmental Discovery Center of Sonoma County (EDC), administered by the Sonoma County Regional Parks Department, opened in 2001 as a resource for people of all ages to learn the value of environmental stewardship.</p> <p>One of the primary activities at the EDC is hosting school field trips for, focusing on Earth Science and conservation topics. All programs reinforce California State Earth Science standards.</p>
Venue	<p>“Discovering Science in the Park” Earth Science school field trips with choice of locations for 4th, 5th and 6th graders:</p> <ol style="list-style-type: none"> 1. Environmental Discovery Center located in Spring Lake Regional Park in Santa Rosa 2. Helen Putnam Regional Park in Petaluma 3. Foothill Regional Park in Windsor <p>Teachers have a choice of two topics: “Rockin’ and Recycling” and “Weather or Not” The “Rockin’ and Recycling” topic educates children about solid waste issues because in addition to learning about geology, students also learn about the</p>	

	<p>importance of recycling products manufactured from minerals and rocks. (All programs are available in Spanish or English).</p> <p>There is \$4 per student fee. Scholarships available.</p> <p>New project for spring 2009--Tolay Lake Education Program: In Spring 2009, Sonoma County Regional Parks is launching a new program in Tolay Lake Regional Park in Petaluma. The program, <i>Healthy Bodies, Healthy Earth</i>, will be presented on a ranch featuring how plants, animals and humans benefit from a healthy earth. Program topics will include healthy food systems and healthy food choices and physical activity. All lessons will follow California educational learning standards in science, language arts, math and social studies.</p>																						
What grades/school districts receive instruction	<p>Grades 1-6 All schools in Sonoma County</p>																						
When program began/attendance	2001																						
Sponsors	<p>The Sonoma County Waste Management Agency contributed \$5,000 to the EDC in FY07/08. The Agency is listed as a sponsor on the EDC web site at www.sonoma-county.org/parks/edc.htm and in educational materials.</p> <p>Overall, the EDC funding is 55% from private and public funders (corporations and agencies), 25% from student user fees and 20% from Sonoma County Regional Parks Department.</p> <p>Private and public funders include:</p> <ul style="list-style-type: none"> • North Bay Corporation • Sonoma County Agricultural Preservation and Open Space District • Sonoma County Water Agency • Sonoma County Waste Management Agency • Sonoma County Department of Health Services - Environmental Health • City of Santa Rosa - Public Works Department • Sonoma County Regional Parks Department • Sonoma State University - Hutchins School of Liberal Studies • Sonoma County District Attorney's Office • Agilent Technologies • Sonoma County Office of Education 																						
How many children receive instruction annually	<p>The EDC serves all Sonoma County Schools. Following is breakdown of participation among the jurisdictions in FY 07/08.</p> <table border="1"> <thead> <tr> <th>Jurisdiction</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Santa Rosa</td> <td>44%</td> </tr> <tr> <td>Petaluma</td> <td>11%</td> </tr> <tr> <td>Rohnert Park</td> <td>10%</td> </tr> <tr> <td>Windsor</td> <td>9%</td> </tr> <tr> <td>Sebastopol</td> <td>8%</td> </tr> <tr> <td>Healdsburg</td> <td>5%</td> </tr> <tr> <td>Sonoma</td> <td>5%</td> </tr> <tr> <td>Other counties</td> <td>5%</td> </tr> <tr> <td>Cloverdale</td> <td>2%</td> </tr> <tr> <td>River area</td> <td>1%</td> </tr> </tbody> </table> <p>Overall School Field Trip Program Attendance Figures 2001-2002 attendance 1,500</p>	Jurisdiction	Percentage	Santa Rosa	44%	Petaluma	11%	Rohnert Park	10%	Windsor	9%	Sebastopol	8%	Healdsburg	5%	Sonoma	5%	Other counties	5%	Cloverdale	2%	River area	1%
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	<p>2002-2003 attendance 3,000</p> <p>2003-2004 attendance 4,800</p> <p>2004-2005 attendance 6,200</p> <p>2005-2006 attendance 8,200</p> <p>2006-2007 attendance 9,500</p> <p>2007-2008 attendance 11,600</p> <p>In 2007-08 an estimated 3,000 children received the "Rockin' and Recycling" field trip.</p>
# positions	4
What curriculum/ educational materials are used?	Educational materials developed in-house to meet State Science Standards
Permission to conduct your program	Sonoma County Board of Supervisors
Comments	<p>Evaluation forms filled out by the teachers are compiled annually:</p> <ul style="list-style-type: none"> 90% said the program was very beneficial 100% agreed that the program assisted them in meeting content standards, delivered in a safe environment, with a friendly, professional, age appropriate manner 100% would schedule a field trip again. 70% rated the program Excellent in all three categories: Information conveyed, Presentation/Organization, Delivery An additional 20% rated the program between Excellent and Good in all 3 categories
University of California Cooperative Extension Master Gardeners Program www.sonomamastergardeners.org	
About	 <p>The Sonoma County Master Gardeners (MG) provides research-based gardening information to the home gardener. Volunteers are trained by University of California experts. In addition to the School worm composting project, other MG projects include: Information Desk, Library workshops, Information tables at Farmers' Markets and Fairs, Demo Garden (Sonoma County Fair, Jail Industries), and Educational</p> <p>Garden Tour.</p>
Venue/topic	The worm composting program takes place in school classrooms. Other MG projects take place at Farmers' Markets, Libraries, Sonoma County / University of California Cooperative Extension office – Information Desk, community gardens, and fairs
What grades/school districts receive instruction	<p>Any school (public and private) in Sonoma County can request training. Some of the schools visited in FY 07-08 are:</p> <ul style="list-style-type: none"> Guerneville School Geyserville School San Miguel School Riebli School

	<ul style="list-style-type: none"> • Cherry Valley School • Mary Collins School • Windsor Oaks Academy • La Tercera School • Biella School
When program began/attendance	Composting program began in 1993
Sponsors	The Sonoma County Waste Management Agency contributed \$16,600 to UCCE in FY07/08. The Agency's agreement with UCCE will expire on June 30, 2010. Contractually, UCCE shall "conduct 20 school classroom presentations in Sonoma County, providing written and demonstration materials, for students and teachers."
How many children receive instruction annually	Approximately 1,300 children attend this program per year
# positions	Master Gardener Coordinator (overseeing the MG program as a whole); 30 volunteers participating in the School Worm Composting program
What curriculum/ educational materials are used?	<p>There is no formal curriculum. The educational materials that are used consist of the following:</p> <ul style="list-style-type: none"> • Plastic worm bin, bedding and worms • Worm wheel (this is a fun tool that provides quick tips on best composting methods) • "Composting Matters" (coloring book for younger children) • Pamphlets available: <ul style="list-style-type: none"> - "Recycling Tips for Gardeners" - "More Hints for Composting" - "Putting Worms to Work and Keeping Them Happy" - "Worm Composting / Troubleshooting"
Permission to conduct your program	Teacher requested
Sonoma Ecology Center (SEC) www.sonomaecologycenter.org	
About	 <p>The Sonoma Ecology Center (SEC) works in several different capacities to facilitate environmental education programming. They have 5 different educational modules that all fall under the umbrella of the K-12 Watershed Education Program.</p>
Venue/topic	<p>Classroom lessons usually followed by a field trip</p> <p>Topics:</p> <ul style="list-style-type: none"> • 2nd Grade Wildlife Defenders module teaches about ecosystems. This program includes 5 in class lessons that are 60-minutes each, and a 4-hour field trip to the Sonoma Valley Regional Park. • 4th Grade Growing Discovery module teaches students about organic gardening, life cycles, food chains, the relationships of plants and insects, and the benefits of composting. This program includes 5 in class lessons that are 60-minutes each, and a 3 1/2 hour field trip to the Sonoma Garden Park. • 5th Grade Water Wonders module teaches students about the Sonoma Creek Watershed, physiology of salmon and trout, water cycle, role of the San Pablo Bay Estuary in relation to Sonoma Creek, how sediment affects

	<p>waterways, and how creeks connect us to the ocean. This program includes 5 in class lessons that are 60-minutes each, and a 4 1/2 hour field trip to the Tolay Creek Estuary at the San Pablo Bay National Wildlife Refuge.</p> <ul style="list-style-type: none"> High School Enviro-Leader Internship module is a program where the SEC hires local youth, between 14-18 years old, to work in various positions in the "green collared industry." In summer 2008, SEC plans to hire 25 youth for this summer; 8 will be hired fall 2008. These interns are paid a stipend of \$400 to complete approx. 60-80 hours of work, doing organic agriculture, vegetation management, and helping facilitate our Science Camp this summer. Youth also participate in an EcoCareer Day where they get to interview and network with specialists in this industry from various capacities. <p>New project for fall 2008-- EcoChallenge module: Funded by a \$25,000 Climate Protection Grant from the Bay Area Air Quality Management District (BAAQMD) www.baaqmd.gov/pln/climate_protection_grant_program.htm, SEC will implement a new 6th Grade EcoChallenge module will be in the pilot phase this fall 2008 at Altimira middle school in Sonoma. This course will focus on Climate Change, where students will conduct a home energy audit, learn how they can improve the use of energy at their immediate homes and school site, and gain hands-on experience doing projects to help improve energy use. This program will consist of 6 in-class lessons that are 90-minutes each.</p>
What grades/school districts receive instruction	2nd, 4th, 5th, 6th and high school Sonoma Valley Unified School District, as well as Kenwood Elementary School.
When program began/attendance	2001
Sponsors	<p>Private and public funders include:</p> <ul style="list-style-type: none"> Department of Forestry and Fire Protection, Department of Fish and Game Community Foundation BAAQMD Speedway Dean Witter UBS Mitchell Kapor <p>Some of the funders provide money for program in general, while others pick a focus, such as Mitchell Kapor, who is funding the Enviro-Leader piece of the K-12 Watershed Education Program.</p>
How many children receive instruction annually	In FY 07/08, 900 children when through the various programs officered.
# positions	3 positions (1 full-time program manager , 1 bilingual educator 35 hrs/week, 1 full-time educator.)
What curriculum/ educational materials are used?	The SEC utilizes curriculum and educational materials from various sources. A few of the program modules include material that has been created by SEC staff. In addition, SEC uses Project Learning Tree, Project WILD, and other well respected curriculum.
Permission to conduct your program	SEC works closely with the Sonoma Valley Unified School District, who is very supportive. However, it is the teachers who invite SEC into their classrooms.
The Compost Club www.compostclub.org	
About	The Compost Club is a nonprofit, started as a parent volunteer effort at Westside School, offering assistance in setting up either an onsite composting system for

	<div data-bbox="462 117 980 489" data-label="Image"> </div> <p data-bbox="1003 107 1451 352">school wide food scraps or providing assistance for commercial pickup for municipal composting. It costs about \$5,000 to set up and service a school with a worm composting system. The goal is to start schools with worm bins then graduate them to a forced air compost vessel.</p> <p data-bbox="1003 380 1451 499">Since January 2007, the Compost Club has been provided space at the southeast corner of Dragonfly Floral Farm located at 425 Westside Road.</p> <p data-bbox="456 506 1403 562">The site is used to store donated raw materials and to conduct some small scale composting.</p> <p data-bbox="456 596 1435 806">The Compost Club can coordinate with other education and composting activities locally because there is overlap among the job activities of their Board of Directors and the Advisory Council of the Board. The Board of Directors of the Compost Club includes Rick Kaye from LandPaths and Andrew Sloan, Outreach Coordinator for North Bay Corp. The Advisory Council of the Board includes Craig Anderson, Executive Director for LandPaths and Alan Siegle and Will Bakx, co-owners of Sonoma Compost.</p> <p data-bbox="456 840 1451 1077">An example of this partnership is that in 2007, Landpaths invited the Compost Club to approach schools served by the looBY (In Our Own Backyard) schools program to set up compost systems. <i>looBY</i> links 2nd -12th graders throughout Sonoma County to a publicly protected natural area within their watershed. By partnering with the Sonoma County Agricultural Preservation and Open Space District (SCAPOSD), the students adopt an open space protected property for the school year. Sadly, in the end, funding could not be secured for the project of establishing compost systems in the looBY schools.</p>
Venue/topic	At-school hands-on worm composting for school food waste
What Grades/school districts receive instruction	<p data-bbox="456 1115 558 1142">Schools:</p> <ul data-bbox="505 1148 1162 1339" style="list-style-type: none"> • West Side School, K-6 (Healdsburg) • Santa Rosa Middle School, 6-8 (Santa Rosa) • Montgomery High School (Santa Rosa) • Windsor Oaks High School (Windsor) • Windsor High School (Windsor) • Sonoma Academy High School (private, Santa Rosa)
When program began/attendance	2006
Sponsors	<p data-bbox="456 1402 1442 1583">The University of California Cooperative Extension contributed \$7,900 of unexpended Agency contract funds to the Compost Club in FY07/08. This one-time contribution was used to purchase Smith-Hawkin BioStack composting bins like those distributed by local garbage companies. Sales of bins are used to fund similar purchases, for education efforts and for administration. UCCE established the contract and monitors the Scope of Work with the Compost Club.</p> <p data-bbox="456 1623 862 1650">Private and public funders include:</p> <ul data-bbox="505 1656 1430 1904" style="list-style-type: none"> • University of California Cooperative Extension in conjunction with the Sonoma County Waste Management Agency • John Dolinsek and Kathy Kent fund of the Community Foundation Sonoma • Healdsburg Rotary Club • Sotoyome Resource Conservation District • Santa Rosa Sunrise Rotary • Felta Education Foundation • Rose Foundation

	<ul style="list-style-type: none"> Occidental Arts & Ecology Center
How many children receive instruction annually	Estimate unavailable.
# positions	Mostly volunteer. One staff person employed one day per week.
What curriculum/ educational materials are used?	<p>Establishes vermiculture systems sized to handle food waste for the entire school. Kit includes:</p> <ul style="list-style-type: none"> Six bin worm bin system which is prefabricated and assembled by the students. Class presentations Servicing the bins and providing training on servicing the bins. <p>For example, West Side School with 163 students diverted 12-20% of their school's total waste using the worm bin system supplied by the Compost Club. For greater diversion of food waste, a commercial forced air compost vessel system is needed.</p>
Permission to conduct your program	Teacher request, district approved.
Cool Schools Program from the Sonoma County Climate Protection Campaign www.climateprotectioncampaign.org/	
About	Cool Schools is a program of the Climate Protection Campaign. The mission of the Climate Protection Campaign is to inspire action in response to the climate crisis.
Venue/topic	School club and classroom presentations about the science of climate change. Presentations usually result in facilitation of hands-on projects. Donations must be procured in order to fund specific projects.
What grades/school districts receive instruction	High Schools of Sonoma County.
When program began/attendance	<p>2004</p> <p>Over the last 2-3 years, the Cool Schools program has interacted with all the high schools in Sonoma County through presentations and a range of climate protection projects including eCO2mmute (greening the student commute), Urban Sustainability, Cool Art for Cool Schools, Climate Quest (filmmaking and climate change) and Voice of the Future.</p> <p>A long-term impact project, the eCO2mmute has been implemented in Analy, Windsor and Healdsburg High Schools.</p>
Sponsors	Major donors and grants
How many children receive instruction annually	800 students annually receive presentations 1000 – 1500 students participate in projects.
# positions	1 full-time position devoted to the Cool Schools program. The Climate Protection Campaign overall has 4-full time and 2 part-time employees.
What curriculum/ educational materials are used?	Developed in-house.
Permission to conduct your program	Teachers. Most of our projects are student-led with a teacher advisor

Each person queried for this research was asked their opinion on how the Agency could best contribute their resources in support of the schools. Comments included:

- Implementation of a consistent cafeteria recycling/composting program among schools. This way when a child transfers to a new school, the procedures for handling food waste are similar.
Comment from Kathleen Garber, GreenWaste Recovery
- Help eliminate Styrofoam use at the schools, especially in the cafeterias.
Comment from Kathleen Garber, GreenWaste Recovery
- Help encourage parents of children to pack a lunch with reusable containers (lunch box and Tupperware), thereby helping to eliminate single-use items like brown paper sacks and zip-lock bags.
Comment from Kathleen Garber, GreenWaste Recovery
- Providing funding to existing organizations to either teach about recycling or create recycling programs. These programs should work directly with students.
Comment from Mary Clemens, Environmental Discovery Center
- Every year there are small groups of students from various clubs trying to solve the recycling problem on their school campuses with little institutional support to put an efficient system in place. Money spent towards addressing this problem would perhaps be most effective.
Comment from Maitreyi Siruguri, Program Coordinator-Cool Schools Climate Protection Campaign
- It would be great to have enough funding to be able to provide internal containers for recycling to every classroom that would like them. Currently we provide old recycling crates that were used to separate material before single-stream recycling was implemented.
Comment from Meghan Grodeon, Outreach Coordinator for North Bay Corporation
- With a steady income source, we (The Compost Club) could be present at schools for a long haul. Unfortunately, the fund development has enabled us to build bins then do little else for the school, and we've needed to leave it to the lead teacher creativity and commitment to make it happen. This is sometimes wonderful, and sometimes not.
Comment from Rick Kaye, Compost Club

III. FUNDING IMPACT

The Budget for FY 08/09 allocates \$9,701 additional Education Contract Services funding for a Board directed project benefitting the schools.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

In the course of doing this research, staff discovered so many ideas worthy of Agency support that it became difficult to recommend just one for funding. To assist with selection of a program, Agency staff recommends distributing a competitive Request for Proposals. The attached RFP Schools Grant Program for 5th and 6th graders includes evaluation scoring criteria. An agreement suitable for this grants program is being developed by Agency Counsel.

If the Schools Grant Program RFP is approved, staff intends to distribute it to through SCOE list serves, School District list serves, School list serves and to the organizations contacted for this research.

V. ATTACHMENTS

List of school districts and schools in Sonoma County
North Bay Corporation schools information packet
Request for Proposals Schools Grant Program for 5th and 6th graders

List of school districts and schools in Sonoma County

Cloverdale		
Cloverdale Unified School District Schools Cloverdale High School (9-12) Eagle Creek Community Day School (7-9) Jefferson School (K-3) Johanna Echols-Hansen Continuation High School (9-12) Washington School (4-8)	K-12	Enrollment 1,520
Cotati		
Cotati-Rohnert Park Unified School District Schools Page (Thomas) School (K-5)	K-12	Enrollment 6,654
Healdsburg		
Alexander Valley Union School District Schools Alexander Valley School (K-6) www.alexandervalleyusd.org	K-6	Enrollment 120
Healdsburg Unified School District Schools Healdsburg Elementary www.fms.husd.com Healdsburg Elementary HES Campus (K-2) www.hes.husd.com Healdsburg High School (9-12) www.hhs.husd.com Healdsburg Junior High School (6-8) www.hjh.husd.com Marce Becerra Academy (Continuation, 10-12) www.mba.husd.com	K-12	Enrollment 2,267
West Side Union School District Schools West Side School (K-6)	K-6	Enrollment 163
Petaluma		
Cinnabar School District Schools Cinnabar School (K-6)	K-6	Enrollment 205
Dunham Union School District Schools Dunham School (K-6)	K-6	Enrollment 174
Liberty School District Schools California Virtual Academy (K-8) www.caliva.org Liberty School (K-6)	K-6	Enrollment 635
Old Adobe Union School District Schools Bernard Eldredge School (K-6) La Tercera School (K-6) Miwok Valley School (K-6) Old Adobe School (K-6) Sonoma Mountain School (K-6)	K-6	Enrollment 1,832
Petaluma City School District Schools Grant School (K-6) www.grantelementary.org Live Oak Charter School (K-8) www.liveoakcharter.org Mary Collins Charter School at Cherry Valley (K-8) www.cherryvalleyelementary.org McDowell School (K-6) www.mcdowellelementary.org McKinley School (K-6) www.mckinleyelementary.org McNear School (K-6) www.mcnearelementary.org Penngrove School (K-6) www.penngroveelementary.org Valley Oaks Elementary School (Alternative, 1-6)	K-6	Enrollment 2,272

List of school districts and schools in Sonoma County

www.valleyoaksschool.org Valley Vista School (K-6) www.valleyvistaelementary.org		
Petaluma Joint Union High School District Schools Carpe Diem High School (9-12) www.carpediemhigh.org Casa Grande High School (9-12) www.casagrandehighschool.org Crossroads School (7-8) www.petalumacityschools.org/schools/communityday.html Kenilworth Junior High School (7-8) www.petalumacityschools.org/schools/kenilworth.html Petaluma High School (9-12) www.petalumahighschool.org Petaluma Junior High School (7-8) www.petalumajuniorhigh.org San Antonio High School (Continuation, 9-12) www.sanantoniohighschool.org Sonoma Mountain High School (10-12) Valley Oaks High School (Alternative, 7-12) www.valleyoaksschool.org	7-12	Enrollment 5,731
Waugh School District Schools Corona Creek School (K-6) Meadow School (K-6)	K-6	Enrollment 899
Wilmar Union School District Schools Wilson School (K-6)	K-6	Enrollment 224
Rohnert Park		
Cotati-Rohnert Park Unified School District Schools Cotati-Rohnert Park Community Day School (7-9) Creekside Middle School (6-8) El Camino Continuation High School (9-12) Evergreen Elementary School (K-5) Hahn (Marguerite) Elementary School (K-5) Monte Vista Elementary School (K-5) Mountain Shadows Middle School (6-8) Phoenix High School (9-12) Rancho Cotate High School (9-12) Reed (John) School (K-5) Rohnert (Waldo) School (K-5) Technology High School (9-12)	K-12	Enrollment 6,654
Santa Rosa		
Bellevue Union School District Schools Bellevue School (K-6) Kawana School (K-6) Meadow View School (K-6) Taylor Mountain School (K-6)	K-6	Enrollment 1,725
Bennett Valley Union School District Schools Strawberry School (4-6) Yulupa School (K-3)	K-6	Enrollment 951
Piner-Olivet Union School District Schools Career Academy at Piner-Olivet (7-11) Jack London School (K-6) Olivet School (K-6) Piner School (K-6) Piner-Olivet Charter School (7-8) Schaefer (Morrice) School (K-6)	K-11	Enrollment 1,683

List of school districts and schools in Sonoma County

Rincon Valley Union School District Schools Austin Creek School (K-6) Binkley School (K-6) Madrone School (K-6) Matanzas School (K-6) Rincon Valley Charter School (7-8) Sequoia School (K-6) Spring Creek School (K-6) Village School (K-6) Whited (Douglas L.) School (K-6)	K-6	Enrollment 2,965
Roseland School District Schools Roseland Accelerated Middle School (7-8) Roseland Elementary School (K-6) Roseland University Prep (9-12) Sheppard Accelerated School (K-6)	K-8	Enrollment 1,994
Santa Rosa City School District Schools Biella (Albert F.) Elementary School (K-6) Brook Hill School (K-6) Burbank (Luther) School (K-6) Doyle Park School (K-6) Hidden Valley Satellite School (Primary) Hidden Valley School School (K-6) Kid St. Charter School (K-6) Lehman (Helen) School (K-6) Lincoln (Abraham) School (K-6) Monroe (James) School (K-6) Proctor Terrace School (K-6) Santa Rosa Accelerated Charter (5-6) Santa Rosa Charter School (K-8) Santa Rosa Charter School for the Arts (K-8) Steele Ln. Annex School (Ungraded) Steele Ln. School (K-6)	K-6	Enrollment 4,734
Santa Rosa City High School District Schools Abraxis Charter School (9-12) Allen (Elsie) High School (9-12) Arts and Ethics Academy (Charter, 9-12) Carrillo (Maria) High School (9-12) Comstock (Hilliard) Middle School (7-8) Cook (Lawrence) Middle School (7-8) Grace High School (9-12) Lewis Opportunity School (7-9) Mesa High School (9-12) Midrose High School (9-12) Montgomery High School (9-12) Nueva Vista High School (10-12) Piner High School (9-12) Ridgway High School (Continuation, 10-12) Rincon Valley Middle School (7-8) Santa Rosa High School (9-12) Santa Rosa Middle School (7-8) Slater (Herbert) Middle School (7-8)	7-12	Enrollment 11,964
Wright School District Schools Stevens (Robert L.) School (K-6) www.robertlstevens.org Wilson (J.X.) School (K-6) Wright School (K-6) www.wrightschool.net/	K-6	Enrollment 1,435

List of school districts and schools in Sonoma County

Sebastopol		
Gravenstein Union School District Schools Gravenstein Elementary School (K-5) Gravenstein Union Community Day School (K-8) Hillcrest Middle School (6-8)	K-8	Enrollment 508
Sebastopol Union School District Schools Brook Haven Middle School (6-8) Park Side School (K-5) Pine Crest School (K-5) Sebastopol Independent Charter School (K-8) www.sebastopol-charter.org	K-8	Enrollment 1,173
Twin Hills Union School District Schools Apple Blossom School (K-5) Orchard View School (Charter, K-12) www.orchardviewschool.org SunRidge School (Charter, K-7) Twin Hills Middle School (Charter, 6-8)	K-8	Enrollment 908
West Sonoma County Union High School District Schools Analy High School (9-12) www.analy.org El Molino High School (9-12) www.elmolino.org Laguna High School (Continuation, 9-12) Nuevo Leon High School (9-12) Russian River Charter School (9-12)	9-12	Enrollment 2,435
Sonoma		
Sonoma Valley Unified School District Schools Adele Harrison Middle School (6-8) Altimira Middle School (6-8) Creekside High School (Continuation 10-12) Dunbar School (K-5) www.dunbarschool.com El Verano School (K-5) Flowery School (K-5) Gateway High School (6-10) Prestwood School (K-5) Sassarini School (K-5) Sonoma Charter School (K-8) www.scs.k12.ca.us Sonoma Valley High School (9-12) www.sonomavalleyhigh.org Woodland Star Charter School (K-8) www.woodlandstarschool.org	K-12	Enrollment 4,793
Windsor		
Windsor Unified School District Schools Brooks Elementary School (4-5) Cali Calmécac Charter School (K-8) www.villagecharterschool.net Village Charter School (K-8) www.villagecharterschool.net Washburn (Mattie) Elementary School (K-1) Windsor Creek Elementary School (2-3) Windsor High School (9-12) www.windsorhs.com Windsor Middle School (6-8) Windsor Oaks Academy (Continuation, 10-12)	K-12	Enrollment 5,344
Unincorporated area		
Forestville Union School District	K-8	Enrollment 486

List of school districts and schools in Sonoma County

Schools Forestville Academy (Charter, 4-8) Forestville School (K-3)		
Fort Ross School District Schools Fort Ross School (K-8)	K-8	Enrollment 40
Geyserville Unified School District Schools Buena Vista High School (Continuation, 9-12) Geyserville Community Day School (7-8) Geyserville Elementary School (K-5) Geyserville High School (9-12) Geyserville Middle School (6-8)	K-12	Enrollment 273
Guerneville School District Schools Guerneville Community Day School (4-8) Guerneville School (K-8) www.guernevilleschool.org	K-8	Enrollment 302
Harmony Union School District (Occidental) Schools Harmony Elementary School (K-2) Pathways Charter School (K-12) www.pathways.schoolengine.com Salmon Creek School (Charter, 3-8)	K-8	Enrollment 834
Horicon School District (Annapolis) Schools Horicon School (K-8)	K-8	Enrollment 86
Kashia (Stewarts Point) Schools Kashia School (K-8)	K-8	Enrollment 11
Kenwood Union School District Schools Kenwood School (K-6)	K-6	Enrollment 153
Mark West Union School District Schools Mark West Charter School (7-8) www.mwcharter.org Mark West Elementary School (K-6) Riebli (John B.) Elementary School (K-6) San Miguel Elementary School (K-6)	K-6	Enrollment 1,421
Monte Rio Union School District Schools Monte Rio Union School (K-8)	K-8	Enrollment 104
Montgomery School District (Cazadero) Schools Montgomery School (K-8)	K-8	Enrollment 38
Oak Grove Union School District Schools Oak Grove School (K-5) Willowside Middle School (6-8)	K-8	Enrollment 722
Two Rock Union School District Schools Two Rock Union School (K-6)	K-6	Enrollment 152



North Bay
Corporation

PO Box 1916
Santa Rosa, CA 95402-1916
p 707-586-5533
f 707-586-5543
www.unicycler.com

Dear Principal,

I am a recycling coordinator for Santa Rosa Recycling and Collection (SRRRC). I am responsible for providing recycling education and resources to Santa Rosa schools. I am looking to establish a point of contact at each public school in the City of Santa Rosa. This contact person may be a teacher, administrative person, or even a principal like yourself; but mainly someone who is an advocate of recycling on campus.

SRRRC provides no-cost recycling education program to schools, including site assessments, presentations, and resources. The Recycling advocate at your school may be interested in contacting us about the educational services we provide. In addition, we would like to email your contact person each quarter with local recycling information and resources. Please see the two enclosed attachments for an example of the kinds of information we are interested in distributing. I have included our School Pledge for students to commit to waste reduction, as well as our School Resources Guide.

Please feel free to contact me with any questions or concerns you may have. I look forward to providing exceptional recycling education services to your school.

Sincerely,
Andrew Sloan
Recycling Coordinator
Santa Rosa Recycling and Collection
(707) 585-5273



Recycling Services Available to Schools

Jurisdictions: Sonoma County, Novato, & West Marin County

Recycling Specialist Support:

- On-site meetings with school as needed
- Evaluation of waste stream and recyclable materials on campus
- Specific needs assessment
- Training & technical support in planning recycling programs
- Knowledgeable staff experienced in working with children

Recycling Equipment Available to Schools:

All recyclable material can be commingled (or mixed) in one container. NO SEPARATING REQUIRED!

- Bins/dumpsters
- Recycling crates for classrooms
- Recommendations for outdoor recycling collection containers

Recycling Literature:

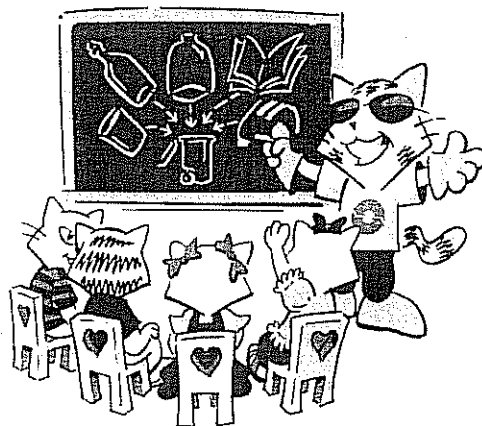
- Recycling brochures
- Signage and posters
- Composting information
- Community & online resources
- Grant information & fundraising opportunities

Recycling Training:

- Recycling presentations to faculty, classrooms, and/or assemblies
- One-on-one training with staff and/or students
- Recycling videos for specific age groups
- Informal educational waste audits
- Recycle Facility Tours Available

On-going Support:

- Annual follow-ups
- Periodic newsletter articles on recycling
- Recycling reminders to students and faculty



How to Start and Sustain a School Recycling Program

- 1.) **Get Support:** Obtain top-level support from the school's administrators, teachers, and the school district operations and maintenance staff.
- 2.) **Organize a "Green Team":** Form a "Green Team" within your school to help with training and implementation of the recycling program.
- 3.) **Conduct a Waste Audit:** Go through a sample of your school's waste with your "Green Team" to determine the composition and volume of materials, what materials can be recycled, re-used, and reduced.
- 4.) **Delegate Tasks:** Organize your team so that each member has a role. A school recycling program should involve the student's as much as possible so they can learn and benefit from this environmental model.
- 5.) **Start simple:** Choose 1-2 materials to get started. For example, focus on recycling paper and cardboard first.
- 6.) **Call us for containers and outreach:** Now it is time to call us, your waste and recycling hauler to order FREE internal recycling crates for the classrooms. If you have questions or specific needs, we can send one of our recycling outreach coordinators to perform a walk-through and assess your school's needs.
- 7.) **Organize Collection of recycling:** Contact your school's custodial supervisor and make sure they are on the same page with the recycling. You can work with custodial staff or have the student's within your "Green Team" organize a system for emptying the collection containers into the recycling dumpster.
- 8.) **Place all recycling containers next to trash:** All recycling receptacles must be placed next to the trash, or your recycling containers may be used for garbage.
- 9.) **Publicize!** Now you are ready to start the recycling awareness campaign within your school. Encourage students and staff to take the "Green Pledge" on our website, www.unicycler.com.
- 10.) **Promote your Success:** Continue to meet with the "Green Team" to discuss how the current recycling program is going and look for ways to improve.
- 11.) **Continue to work towards waste reduction:** Post "waste reduction" tips around staff rooms and administrative offices and include the 3 R's (Reduce, Reuse, Recycle) within your school curriculum.

*For free stickers and information as well as recycling presentations for students and staff, contact your recycling coordinator at (707)765-6424.

*See www.unicycler.com for the expanded text on "How to start and sustain a school recycling program" and other recycling resources.



North Bay
Corporation

Recycling Resources for Schools



1.) Kick off Your School's Recycling Program with our "Go Green" pledge! It is a great way to have each student and staff member directly involved in your school's waste reduction program. Visit www.unicycler.com for more information and other resources.

2.) Green Schools Initiatives: Here are two valuable resources for schools interested in "Going Green". These sites provide school board resolutions, steps to green your school, environmental curriculum, and much more.

See <http://gogreeninitiative.org/content/About/GoGreenSchools.html> for more information.

Also, see <http://www.greenschools.net/index.html> for more information.

3.) Free Recycling Containers! North Bay Corporation provides free recycling crates for classrooms but there is also another resource with a different type of container. They are designed for offices, restaurants, and gyms but can definitely apply to schools. And they are totally free! Try placing in administrative offices, in the cafeteria, or use for special school events. Visit www.bottlesandcans.com for more information. Limit one per order but you can order multiple times.

- ❖ Looking for lunch recycle containers? Friedman's in Santa Rosa has blue 32 – gallon Rubbermaid containers for around \$15.00/ each. We recommend cutting a round hole in the lid large enough for varied recyclables but different than a regular open trash container. Visit <http://www.friedmanshome.com/advertising/pages/promotions0.html> for a 10% off coupon at Friedmans!

4.) Environmental Awareness and Stewardship Curriculum:

The Office of Integrated Environmental Education: www.ciwmb.ca.gov/Schools/Curriculum-

- Closing the Loop (k-6 grade) and Municipal Solid Waste (7-12): These action-oriented curricula will help you incorporate waste prevention, recycling, and composting into the classroom in an engaging way.
- The Adventures of Vermi the Worm: This animated, interactive web site is a great way to energize your lesson plan! Your students will have fun while learning the basics of vermicomposting and its benefits as well as the three R's of waste management-Reduce, Reuse, Recycle. www.ciwmb.ca.gov/Vermi/.
- The Worm Guide: Make a worm bin for your class and watch worms transform waste into nutrient-rich compost! Feed the worms' school cafeteria waste and use the castings as soil amendment in your school garden.

- Earth Resources (6-12 grade): Through hands on laboratory investigations students will explore scientific concepts as they learn to identify the environmental impacts of using the natural resource of oil.

The Environmental Protection Agency has an extensive library of publication and educational activities centered on Recycling, Reducing, Reusing and environmental awareness. Below is just a summary of some of the resources available. For more information:

<http://www.epa.gov/teachers/order-publications.htm>.

- Planet Protector's Club: An interactive Web site that takes you and your students on a learning adventure with challenging activity books, educational games, and fun stories. A free, hard copy Planet Protectors Club kit is also available. This kit provides guides for elementary school students, as well as for parents, teachers, and after school leaders.
- The Quest for Less-Activities and Resources for Teaching K-8: Provides hands-on lessons and activities, enrichment ideas, journal writing assignments and other educational tools and skills relating to reusing, reducing, and recycling waste. In sequence, the Quest for Less introduces the concept of natural resources as a source for many products that become solid waste; explains the life cycle of products and the quantity and type of waste they produce; and reviews the common methods of managing waste, including composting, landfilling, incinerating, and preventing waste in the first place.
- Make a Difference Campaign (Middle School Kit): Aimed at educating and engaging young people in resource conservation and environmental protection. It encourages youth to make informed decisions in their day-to-day lives to help protect the environment. As part of the campaign, EPA has developed a resource kit entitled, *Your Life, Your World, Your Choices*, which inspires youth to reduce, reuse, and recycle to "make a difference" at home, at school, and in their communities.
- Recycling Study Guide: This study guide is intended to help teachers and students understand what solid waste is, where it comes from, why it's a problem and what can be done about it. The guide includes an overview of solid waste and recycling, a glossary, suggested activities and a list of resource publications, audiovisual materials and organizations. Activities in this guide have been designed for use in grades 4 through 12.
- Your Life, Your World, Your Choices Campaign (High School Kit): Aimed at educating and engaging young people in resource conservation and environmental protection. It encourages teens to make informed decisions in their day-to-day lives to help protect the environment.



5.) Fundraising Opportunities:

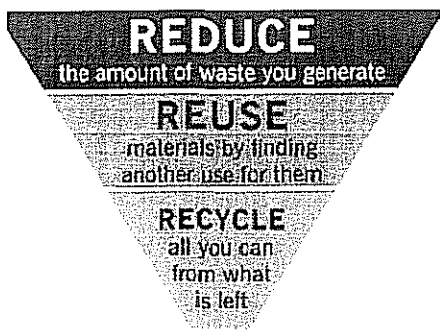
- Motorola offers schools incentives to recycle old cell phones: Motorola, Inc. (Schaumburg, Illinois) recently announced it has renewed its "Race to Recycle" program, offering schools incentives to recycle old mobile phones. The program is available for accredited K-12 schools, with each school eligible to earn a maximum of \$21,000 a year. To register a school, or for more details on the program: go to www.motorola.com/racetorecycle.
- Rapid Refill Ink provides cash for each ink jet & laser toner cartridges recycled with their Collection Bin Program. The recycling program is a low effort, no cost fundraiser that helps the environment and earns money for your organization. For more information, contact your local Rapid Refill Ink Store on 1415 North Dutton Avenue, Suite B, Santa Rosa, 95401 at (707)571-1965 or visit www.rapidrefillink.com.
- Office Depot provides Free Paper for Toner Cartridge Recycling: Office Depot also will provide customers with a \$3.00 credit coupon in exchange for each empty ink and toner cartridge brought into the store for recycling. More information is available at any store location.

6.) Grant Information:

- Computers for Learning Encourages and promotes the re-use of computers by transferring excess computers from agencies directly to school's and educational non-profit organizations. This extends the useful life of the computer, helps a needy school, and contributes to a cleaner & greener environment. For more information: <http://computersforlearning.gov/>.
- The California Integrated Waste Management Board (CIWMB) offers the Tire-Derived Product (TDP) Grant Program to promote markets for recycled-content products derived from waste tires generated in California and decrease the adverse environmental impacts created by unlawful disposal and stockpiling of waste tires. Schools are eligible to apply for this type of grant, which in the past, has provided new playgrounds, tracks, sidewalks, and sport surfacing to California Public School's. For more information: <http://www.ciwmb.ca.gov/Tires/Grants/Playground/default.htm>.
- The Environmental Protection Agency awards grants each year for environmental education programs and efforts. For more information: <http://www.epa.gov/teachers/grants.htm>.

7.) Free & Discounted Materials for Schools:

- Computers & Education has an effective computer re-use program with the Computer Recycling Center in Santa Rosa, providing refurbished computers to teachers, schools, community programs, foster kids, and home-bound disabled



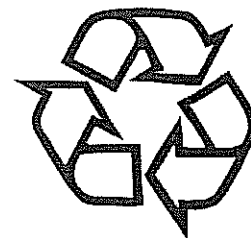
elderly, through city and county agencies. For more information: www.crc.org/.

- Free used materials for schools: In response to the current economic challenges of the California School System, CalMAX created KidMAX to promote reuse opportunities within California school's. KidMAX offers schools and other non-profit organizations FREE and/or bargain-priced materials and free advertisements (for wanted or available materials) through the CalMAX Classified's. Teachers can obtain a variety of useful materials donated from all over California. To view the CalMAX Classified's or to place your listing, visit: www.ciwmb.ca.gov/calmax.
- Computer for Schools offers certified refurbished computers to schools and non-profits at about 1/3 of the cost of new. Computers for Schools are a non-profit dedicated to providing a low cost alternative for achieving technology in the classroom. For more information: <http://www.pcsforschools.org/>.

8.) Turn Junk into Art! Most students love to make art and art education is definitely an important part of our education system. Why not learn how to make art out of junk, have fun, and save a few bucks!?

- Garbage Reincarnation promotes its "Annual Junk Art Sculpture Contest" every year at the end of June. This is a fun event for kids under 16 to participate in and could be a school project before summer. Visit <http://www.garbage.org/events.htm> for more information.
- The Imagination Factory's Trash Matcher lists common waste materials and creative ways to make use of them. Visit <http://www.kid-at-art.com/htdoc/matchtmp.html> for more information.
- The Activity Village is a UK Web Site with many ideas, including making crafty items out of trash. Visits http://www.activityvillage.co.uk/recycling_crafts.htm for more information.





Recycling at School!

Your child's school is doing its part to maintain a healthy community by providing recycling for students, teachers and faculty to use at school. By making use of the free recycling program, schools can teach children how to care for our environment while keeping the garbage disposal costs low.

Why Recycle?

- Reduce trash at school
- Promote awareness of the environment
- Conserve natural resources like trees, metal and oil (used to make plastic)
- Reduce pollution and energy use
- Help maintain a healthy, beautiful planet for everyone!

Where is Recycling?

Recycling containers can be found in classrooms and offices for all sorts of paper and cardboard. Lunch and break areas have larger cans for recycling food and beverage containers

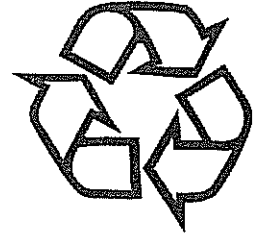
What can be Recycled at School?

- White, colored, & construction paper
- Newspapers & magazines
- Paperbacks books, manuals, & coloring books
- Cardboard
- Aluminum and tin cans
- Glass bottles and jars
- Plastic food & beverage containers
- Milk cartons and juice boxes (no juice pouches, i.e. Capri Sun)

What You Can Do to Help

- Talk to your children about recycling & ask them what they recycle at school
- Find reusable options for their packed lunches (i.e. lunchbox instead of paper bag, Tupperware instead of plastic bags, cloth napkin instead of paper napkin)
- Volunteer your time at school to help with the recycling program

Recyclar en la Escuela!



La escuela de su/sus hijo/s esta poniendo su parte para mantener un ambiente saludable, proporcionando a estudiantes maestros y personal de la escuela la opcion de recyclar. Al hacer uso de este programa las escuelas estaran enseñado como mantener un medio ambiente sano y al mismo tiempo mantendremos los costos de la basura bajos.

Porque Recyclar?

- Se reduce Basura en la Escuela
- Promueve hacer conciencia sobre el medio ambiente
- Conserva recursos naturales como arboles, metal y aceites(usados para fabricar plasticos)
- Se reduce la contaminacion y energia que usamos
- Ayuda a mantener un planeta saludable y hermoso para todos!

Donde esta el area de reciclaje?

Los contenedores de reciclaje se encuentran en salones de clases y oficinas, y pueden ser usados para recyclar toda clase de papel y carton. Las areas de almuerzo y descanso tienen botes mas grandes para recyclar contenedores de comida y bebidas.

Que se puede recyclar en la escuela?

- Papel de contrucion, blanco y de color
- Periodicos y revistas
- Libros, manuales, & libros para pintar
- Carton
- Latas de aluminio
- Botellas y jarros de vidrio
- Contenedores de comida y bebida de plastico
- Cartones de leche y cajas de jugo (no bolsas, i.e. Capri Sun)

Que puedes hacer para ayudar

- Hable con sus hijos sobre reciclaje, pregunteles que recyclan en su escuela
- Busquen opciones reusables para empacar los almuerzos (i.e. por ejemplo usar una lonchera enlugar de bolsas de papel, usar tupperware en lugar de bolsas de plastico, usar servilletas de tela enlugar de servilletas de papel)
- Sea voluntario de la escuela para ayudar con el programa de reciclaje.



Start a School Compost Program

There are many great ways to start composting the lunch food waste being generated from your school. Any program is sure to be a hands-on learning opportunity for students, catering to many types of curriculum and disciplines. Composting not only diverts waste from the landfill, but can also reduce disposal costs for your district.

Choosing a program

Worm Bins – This is one of the most interactive and fun ways for students to see their lunchtime food waste disappear and turn into a rich compost of worm-castings (worm poop—don't worry, it's actually pretty clean). Worm bins are easy to maintain with little oversight and are one of the quickest ways to process organic materials into compost.

In-Vessel Stackable Bins – These are plastic boxes that have stackable layers to sit on the ground in order to keep compost piles contained. North Bay Corporation offers our customers at-cost BioStack compost systems. Call our customer services at 707-586-5543



In-Vessel Tumbler – Put food materials in a tumbler that uses heat breakdown method. Turning tumbler regularly will assist the breakdown process.

Compost Cake – This is an open compost pile using the natural breakdown organisms that your pile will attract. Layer brown carbon materials with green nitrogen materials (see below) and watch your pile shrink! Properly watering and turning the pile every few months assist the breakdown process.

Donating to a local farmer or gardener- Lots of farmers and gardeners love food waste for feedstock or their own composting. Advertise in your school newsletter or city bulletins that you are looking to donate your food waste. You can post your materials on Sonoma County's materials exchange forum www.Sonomax.org. You can even ask your local grocery store for referrals to farmers interested in food waste.

Keeping the Balance

Each bin system uses the balance of nitrogen materials (fruits and vegetables, green grass cuttings, coffee grounds and tea bags, egg shells, etc.) and carbon materials (dry grass cuttings, straw, paper materials, dry brush, and wood shavings). Achieving the best mix is more an art gained through experience than an exact science. The ideal ratio approaches 30-parts browns to 1-part greens. Judge the amounts roughly equal by weight. Too much carbon will cause the pile to break down too slowly, while too much nitrogen can cause odor. The rule of thumb is to have your

compost the moisture of a ringed-out sponge: you don't want any drops of water if you squeeze it. If your pile is dry, you can add more nitrogen materials or water the pile to give moisture.

Collecting Food Scraps

An easy way to start collecting food waste is by first having a recycling program. During lunchtime, if students are already separating recycling from trash, they are probably emptying liquids from recyclable cans, cups and bottles, and scraping food off recyclable containers and plates. An easy way to start capturing food waste is by placing a 5-gallon bucket or small food-scrap collection container next to the recycling and waste cans for students to scrape food. Rule of thumb is, no trashcan goes without a recycling and compost can next to it. Special compost biodegradable can liners are available if needed to keep cans clean and well contained. (www.biobagusa.com or Waxie Sanitary Supply, 925-454-2900)

Who can help

- ❖ You can contact your recycling coordinator for a free site visit and consultation for a program that works best for you. Call (707) 585-5273.
- ❖ Take a field trip to Sonoma Compost www.sonomacompost.com/school.shtml
- ❖ Visit the Environmental Discovery Center of Sonoma County – “Home Compost Education Project” 707-539-2856 www.sonoma-county.org/parks/edc.htm
- ❖ Sonoma County Waste Management Agency's website at www.recyclenow.org
Marin County Hazardous & Solid Waste JPA website at www.marinrecycles.org.
- ❖ Master Gardeners is a partnership with the University of California Cooperative Extension Program. They are a dedicated, trained group of volunteers with a shared love of gardening who provide a number of programs and information about using compost to enrich your garden.
Sonoma County website: <http://groups.ucanr.org/sonomamg/>
For Marin County website: http://cemarin.ucdavis.edu/Master_Gardener/
- ❖ The Compost Club is a non-profit that works specifically with schools and businesses to establish compost programs. They specialize in building worm bins and providing education for students and staff. Call (707) 922-5778

Free Curriculum Available

- ❖ “Closing The Loop: Exploring Integrated Waste Management and Resource Conservation” www.ciwmb.ca.gov/Schools/Curriculum
- ❖ Grassroots Recycling Network: <http://www.kidsrecycle.org/worms.php>

Resources

- California Integrated Waste Management Board www.ciwmb.ca.gov/FoodWaste
- Master Gardeners at www.mastergardeners.org
- EPA www.epa.gov/compost/vermi.htm.
- Sonoma County Waste Management Agency www.recyclenow.org



Need Outdoor Recycling Containers?



32 Gallon Blue Rubbermaid Containers for \$15.96/each (includes lid) available at: Friedman Bros Home Improvement Center, 4055 Santa Rosa Avenue, Santa Rosa, CA 95407, (707) 584-7811

Go online for a 10% off coupon: <http://www.friedmanshome.com/advertising/pages/promotions0.html>

*We recommend cutting a round hole in the middle of the lid to prevent excess garbage from going into the containers. Also, you may line the container with a large CLEAR plastic bag (although it will not be recycled within our recycling process) to prevent leakage and odors within the container and to facilitate disposal. We can provide the recycling signage for the containers.

** We encourage you to do some research as well and if you find some good deals on recycling containers, please let us know!

Other Recycling Container Options:

www.recy-cal.stores.yahoo.net

www.norsemanenviro.com

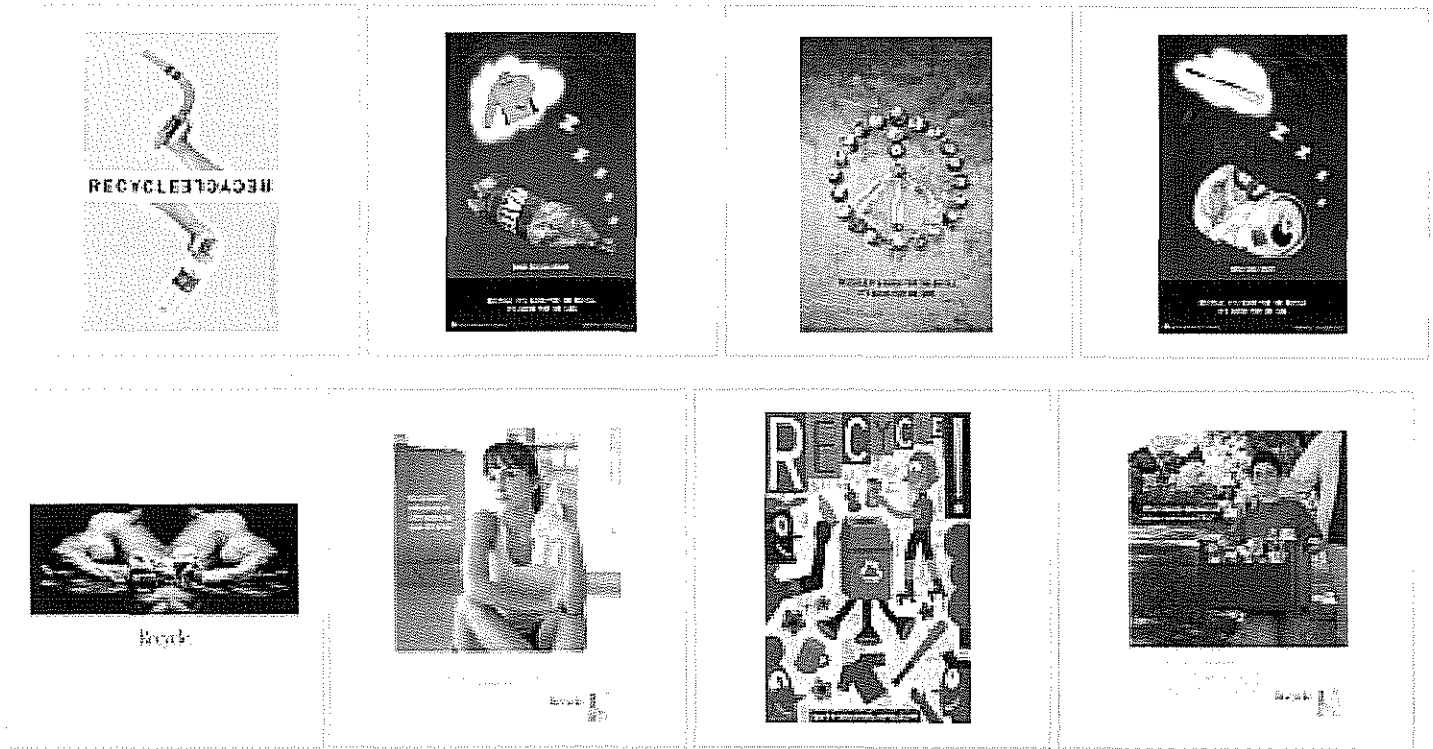
www.uline.com

www.buschsystems.com

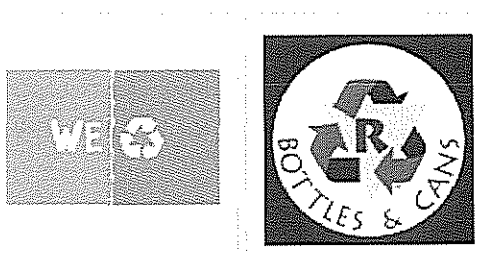
www.recyclingproducts.com

Free Posters & Stickers Available Online!

Recycling Posters:

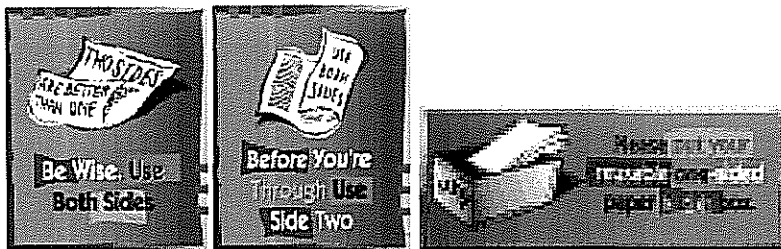


Stickers:



www.bottlesandcans.com

Posters about Paper Recycling:

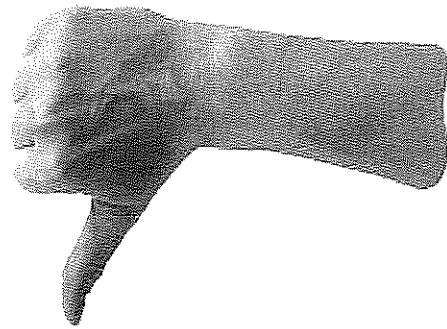


www.ciwmb.ca.gov/bizwaste/posters/all.htm#paperman

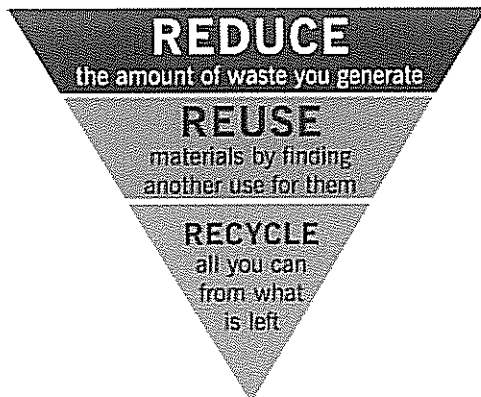
HOW DO YOU LUNCH?



Lot's of Packaging?



Package Free?



North Bay
Corporation



Take the **GO GREEN** Pledge

choose new behaviors and save the planet!

North Bay Corporation promotes waste reduction and recycling at school because we know that youth represents our future and will make the difference in caring for the environment. We want the Earth to be a healthy place for future generations. Take the pledge and receive a cool bookmark to remind you of your commitment to the planet. Remember, just one simple change from many of us makes a big difference!

Visit our web site for more **Go Green** ideas! www.unicycler.com

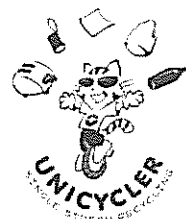
- ☐ **Getting to School** Walking, skateboarding, or riding your bike to school helps keep the air clean and gets your blood pumping. It's cool to ride the bus because one vehicle on the road is better than lots of cars. Set up a carpool with your friends.
- ☐ **Attend a beach, river, or park cleanup** Take a mini-trip with friends out to the beach, river, or a park. You can sign up with coordinated clean-ups or do your own. Have a contest of who can pick up the most stuff.
- ☐ **Be a label detective** Look for products made of recycled materials including paper, clothes, toys and even packaging. Close the recycling loop by purchasing things that are made out of what you recycle!
- ☐ **Take a field trip** Follow the path of the materials you put in your recycling, yard waste, and trash cans. You can visit our recycling facility to see how recyclables get sorted, take a trip to the landfill, or visit Sonoma Compost to see how yard and food waste break down. What does it mean to throw things "away"?
- ☐ **Use rechargeable batteries** For all those cool electronics, buy batteries (and other items) that can be used over and over instead of getting new batteries every time.
- ☐ **Customize with Reuse** Fashion cool school supplies out of things that would have been thrown away or recycled. Find creative ways to cover your books using cereal boxes or comics. Be cool and bring a lunch box.
- ☐ **Shop Smart** Check out thrift stores for clothes and other items before visiting department stores. Bring clean plastic bags back to grocery stores instead of throwing them away. Bring your own cup or bottle to get filled with soda, smoothies, or water when you get food out. And number one: *buy less stuff!*

Yes! I pledge to **Go Green!** I agree to commit to the three (or more!) items I have selected above

Signature _____ Date _____

Printed Name _____

City _____





DRAFT

REQUEST FOR PROPOSALS

**SCHOOLS GRANT PROGRAM
FOR 5TH & 6TH GRADERS**

FOR
RECYCLING & SOLID WASTE DIVERSION PROGRAMS/PROJECTS
FOR THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY

Proposals due 5:00 p.m. on July 25, 2008

Submit proposal to:

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

OVERVIEW OF REQUESTED SERVICES

The Sonoma County Waste Management Agency (Agency) is seeking to enter into a one-time agreement with a maximum award of \$9,700 with a CONTRACTOR to conduct a recycling/solid waste diversion or education program targeting 5th and 6th graders in Sonoma County. The program/project must be completed before June 30, 2009.

ABOUT THE SONOMA COUNTY WASTE MANAGEMENT AGENCY:

The Sonoma County Waste Management Agency is the joint powers authority of the nine incorporated cities and the County of Sonoma. The specific focus of the Agency's efforts is waste diversion required by State law AB939 in the following categories: wood waste, yard waste, household hazardous waste, education, diversion and planning. More information about the Agency's programs can be found at www.recyclenow.org.

THE AGENCY'S WASTE DIVERSION PRIORITIES:

The Sonoma County Integrated Waste Management Plan sets a goal of 70% reduction of landfilled waste by 2015. Currently, Sonoma County has a 64% diversion rate.

In order to help focus program development, The SCMWA hired a contractor to analyze the municipal solid waste disposed by residential, commercial, and self-hauled sources. The final Waste Characterization Study Report, November 2007, showed that of the nearly 375,000 tons of waste disposed of in Sonoma County, 21.44% is food and 16.3% is recyclable paper. To download a .pdf of the complete report, visit our web site at http://www.recyclenow.org/o_reports.html. Future Agency programs will prioritize reducing these waste streams.

ABOUT THE AGENCY'S CURRENT ACTIVITIES IN THE SCHOOLS:

The Agency funds several school activities working with contractors. These include:

University of California Cooperative Extension Master Gardeners Program

www.sonomamastergardeners.org

\$16,600 provided annually to fund projects to encourage home composting including information desk, library workshops, information tables at Farmers' Markets and Fairs, Demo Garden (Sonoma County Fair, Jail Industries), and educational garden tours. The Master Gardeners also visits at least 20 classrooms per year to teach children about worm composting.

Environmental Discovery Center www.sonoma-county.org/parks/edc.htm

\$5,000 provided annually to the Environmental Discovery Center to fund programs that teach K-6 children about conservation of resources and recycling.

ABOUT THE FUNDING FOR THIS GRANT:

Funding for this grant became available when Agency Boardmembers elected not to contribute to the Contingency Reserve Fund from the Education Cost Center, but instead to use those funds to increase Contract Services for educational efforts in the schools. The total amount, \$9,700, is intended to be used in FY 08/09 (July 1, 2008-June 30, 2009). It is not anticipated that this money will be available again in the future.

There is not a matching requirement for this grant, however showing the ability to leverage the Agency's contribution is encouraged.

APPLICANT ELIGIBILITY:

Grant money is available to schools, school districts, teachers, nonprofits, government entities, businesses and individuals. The applicant may partner with another entity; however, it is the applicant that is the responsible party under the Agreement. The applicants responsibilities include, but are not limited to: 1) responsibility for supervising and administering the grant; 2) accountability for how the grant funds and matching contributions (if any) are expended; and 3) responsibility for requesting and disbursing grant funds.

ELIGIBLE PROJECTS:

The intent of this grant is foster creative programs or projects, especially involving 5th and 6th graders, which will help reduce waste going into the landfill. The goal is that fostering good environmental stewardship at school will translate to changing behavior at home.

QUESTIONS:

All questions pertaining to this grant must be directed to:

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

Questions must be submitted no later than 3:00 p.m. on **July 9, 2008**; no response will be made to questions submitted after this date. An addendum will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address and fax number by **July 9, 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.

SCHEDULE:

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
June 18, 2008	Distribution of RFP	AGENCY
July 9, 2008	Submit Written Questions	PROPOSER
July 25, 2008	Proposals Due	PROPOSER
August 20, 2008	Award of Agreement (tentative)	AGENCY

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.*

One (1) copies of the proposal shall be submitted to the AGENCY no later than **5:00 p.m.** on the time clock located at 2300 County Center Drive, Suite B100, Santa Rosa, California, on **July 25, 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: "Schools Outreach Program" in the address. No facsimile or emailed proposals will be accepted.

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.

Please submit the following information:

a) Complete Attachment A

The application consists of three parts: 1) Applicant information, 2) Program/project description, and 3) Work plan and Budget. Please make sure that the budget includes allocations for staff time, materials and a final presentation/report to the Agency Board members. Please make sure that the total budget does not exceed \$9,700. This draft plan, once approved, will become your Scope of Work/Budget.

b) Resumes of key personnel

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.

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.

EVALUATION CRITERIA:

To enable the SCWMA to evaluate potential 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 question (1-13) 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.

APPLICANT INFORMATION:

Name:
Applicant: Mailing address: Email:
Contact person for this program/project:
Name of contact person, title, phone and email
Type of organization:
(Are you a nonprofit, teacher, school, school district, etc.?)
Name personnel who will be working on this project:
Amount requested:
\$ _____

PROPOSED PROGRAM/PROJECT:

Please provide brief answers to the following questions:

Question 1 (10 points): Please describe your program/project?
In your description, please indicate where the proposed program/project will take place (in-classroom, field trip, park, on-campus, etc.)
How does this project relate to solid waste education or recycling awareness?
Is this a new program/project?
Does this project enhance or expand an existing program/project?
Question 2 (5 points): What grades will this program/project target?
Question 3 (5 points): How many children will likely be affected by this program/project?
Question 4 (5 points): What is the geographic range of participation (one school in Santa Rosa, multiple school districts, etc.)?

Question 5 (5 points): Does the proposed program/project hands-on or involve student participation?
If yes, please explain.
Question 6 (5 points): Will this project/program likely continue at the end of the grant term?
Please indicate which jurisdiction(s) the schools are located?
Question 7 (10 points): Will this project/program target reducing one of the Agency's priority wastes food and paper?
Question 8 (5 points): Describe your school's or organization's current ability to fund this project/program without the assistance of a grant?
Question 9 (5 points): Will the Agency's contribution be enhanced by another funding source(s)?
If yes, please explain.
Question 10 (5 points): Familiarity managing budgets or grants?
Have you managed a grant before? Please describe. If yes, please briefly describe _____ Reference name _____ Reference phone _____
Question 11 (5 points): Familiarity working with government agencies?
Have you worked with government agencies before? Please describe. If yes, name agency/ office and date worked _____ Reference name _____ Reference phone _____
Question 12 (5 points): Are any modifications requested to the Agreement?

WORK PLAN AND BUDGET:

Applicant name_____ Contact person_____

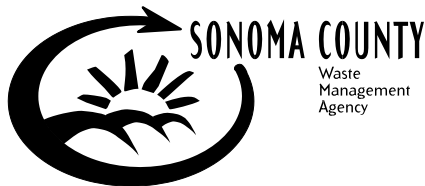
Question 13 (30 points): Outreach plan and budget

Please complete a sample plan and budget specific to this project which lists each task with an estimated budget and completion date. Please make sure that the total budget does not exceed \$9,700 and that the work will be completed in FY 08/09 (July 1, 2008-June 30, 2009). This draft outreach plan, once approved, will become your Scope of Work/Budget.

Task #	Description	Wages	Hours	Materials	Total	Estimated completion date
1						
2						
TOTALS						

Agreement

| An Agreement suitable for this grants program is being developed.



Agenda Item #: 10.2
Cost Center: Education/HHW
Staff Contact: Chilcott
Agenda Date: 6/18/08

ITEM: Spanish Language Outreach Services Contract

I. BACKGROUND

At the October 2006 Board meeting, a two-year contract with C2 Alternative Services to conduct a Spanish Language Eco-Desk Pilot Project was approved. The \$40,000 contract was funded by the HHW Cost Center with CIWMB Used Oil Grant money (\$25,000) and the Education Cost Center (\$15,000). At the January 2008 Board meeting, the Board approved an extension of the current agreement with C2 Alternative Services until June 30, 2008. At that meeting, the Board also directed staff to draft a Request for Qualifications (RFQ) for continued Spanish Language Outreach activities. At the February 20, 2008 meeting the Board approved the distribution of the RFQ.

The Spanish Language Eco-Desk Pilot Project has been successful in communicating information about recycling to Spanish-speaking people. By conducting the pilot project, Agency staff learned that future Spanish language outreach activities would include more media and community based social marketing activities, more translation services for Agency projects, and a reduced budget for answering Eco-Desk calls.

Spanish language outreach is part of the implementation of one of the Countywide Integrated Waste Management Plan (CIWMP) objectives: "Identify effective communication strategies and implement programs to encourage behaviors that reduce, reuse, and recycle products and materials in non-English speaking communities." Sonoma County's Spanish-speaking population is growing at a rate of over 8% per year, and is currently estimated at well over 20% of the County's population. Reflecting the goals in the CIWMP, the Agency Work Plan 2008/09 includes the Spanish Language Outreach Services project.

II. DISCUSSION

On April 11, 2008, Agency staff distributed a Request for Qualifications for Spanish Language Outreach Services on the California Household Hazardous Waste Exchange list serve, on the Sonoma County Latino Service Providers list serve and to the existing contractor.

In response to the RFQ, which was due May 5, 2008, Agency staff received two proposals: 1) California Human Development and 2) C2 Alternative Services. Proposals were reviewed independently by two Agency staff members based on Evaluation Criteria outlined in the RFQ. Based on a 100 point overall score, the proposal from California Human Development scored 54 and 56; the proposal from C2 Alternative Services scored 83 and 94. California Human Development's score was reduced because of their unfamiliarity with solid waste/recycling activities in Sonoma County and their lack of experience conducting Spanish language outreach specific to used motor oil and solid waste/recycling topics. Under the evaluation scoring criteria in the proposal, a proposal that does not receive an average minimum score of 75 cannot be considered for the contract, thus eliminating California Human Development from consideration.

In addition, staff has had a long history working with C2 Alternative Services and has been extremely pleased with their performance.

III. FUNDING IMPACT

The FY 08/09 budget allocates \$24,000 annually for Spanish Language Outreach Services funded by the HHW Cost Center from the CIWMB Used Oil Block Grant funds (\$15,000) and by the Education Cost Center (\$9,000).

As this contract is for two-years, staff anticipates that a similar level of funding will be available in the FY09/10 budget.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Agency staff recommends awarding the two-year contract for Spanish Language Outreach Services to C2 Alternative Services and authorizing the Chair to sign the agreement.

V. ATTACHMENTS

Resolution for Spanish Language Outreach Services
Agreement for Professional Services—Spanish Language Outreach Services

AGREEMENT FOR PROFESSIONAL SERVICES
SPANISH LANGUAGE OUTREACH SERVICES

This agreement ("Agreement"), dated as of _____, 2008 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and C² Alternative Services, a sole proprietorship (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in Spanish Language Outreach Services for Used Motor Oil/Filter and Solid Waste Recycling 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 conduct Spanish language outreach activities in Sonoma County; and

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

A G R E E M E N T

1. Scope of Services.

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

1.2 Cooperation with 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. For all services and as defined in Exhibit A, attached hereto and included herein by this reference (hereinafter as "Scope of Services"). Agency payment to Contractor under this Agreement shall not exceed \$48,000 for two years or \$24,000 for each year.

Invoices shall be submitted monthly with a quarterly "memo to file" attachment giving a brief update as to the progress of the program. At the end of the first six months and the end of each consecutive six month term, a report containing the following shall be submitted for that months invoice to be deemed complete and payable: 1) a concise narrative progress report including marketing and/or advertising materials, 2) summary of findings to date, number of calls and origin of calls for report period. Contractor shall submit invoices to Agency's contract manager for review for completeness.

Finally, upon completion of the project, a final report shall be submitted with the last invoice. The final report shall be submitted no later than 45 days following the last day of the program term. Included in the final report shall be an expenditure summary with receipts, as well as personnel expenditure documentation.

This project is to be funded, in part, from a Used Oil Block Grant from the California Integrated Waste Management Board. Contractor must meet and comply with all the terms and conditions set forth by that grant. Contractor is obligated to remain within the provided budget and will not be reimbursed for expenses that exceed the "not to exceed" limit set forth, herein. Furthermore, should the California Integrated Waste Management Board fail to distribute said grant to Agency or delay distribution of grant, this Agreement similarly may be terminated or delayed.

All expenses that are not included in Exhibit A need prior, written, approval to ensure proper Used Oil Grant Manager approval may be obtained. Any expense that has not received prior approval, in writing, may be considered a non-reimbursable expense, and the Agency, at its discretion, may not reimburse contractor for said expense.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2008 to June 30, 2010, 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 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: Karina Chilcott
2300 County Center Drive, Suite 100 B
Santa Rosa, CA 95403
Phone: (707) 565-3668
FAX: (707) 565-3701

Consultant: Connie Cloak
C² Alternative Services
758 Pine St.
Santa Rosa, CA 95404

(707) 575-3783, phone
(707) 575-6866, 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, SCWMA

CONTRACTOR:

By: _____

Name: Connie Cloak, C² Alternative Services

Title: Owner

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

By: _____
Interim Executive Director, SCWMA

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

EXHIBIT A: Scope of Services
Spanish Language Outreach Services

TASKS	Units	Unit Price	C2 Hrs @ \$85	C2 Hrs @ \$75	C2 Hrs @ \$35	Time Hrs Total	Time \$ Total	Materials	Expenses	Total Cost
I. Media and Community Based Social Marketing										
A. Maintain and develop relationships with appropriate available media. Determine optimal reach to target audience using available budget; solicit rates and special packages where available from media outlets; develop promotional ideas.	2		12			14	\$1,070.00	\$6,000.00		\$7,070.00
B. Interviews, media appearances, feature stories: continue to develop and make use of opportunities in both print and broadcast media. Includes general recycling, promotion of the hotline, and other topics. Interview opportunities may include both Hugo Mata of C2, and Agency staff or others with specific expertise, in which case Hugo may act as interpreter.			18			18	\$1,350.00		\$50.00	\$1,400.00
C. Person to person outreach through such venues as events; businesses and other locations frequented by Spanish-speaking people; day labor centers; community leaders; etc. Includes events arranged by Agency staff.	8		16	125		149	\$6,255.00	\$3,000.00	\$350.00	\$9,605.00
task total	10		46	125		181	\$8,675.00	\$9,000.00	\$400.00	\$18,075.00
II. Answer hotline calls										
A. Calls will be answered by bilingual staff (Spanish/ English) 9am to 5pm Monday-Friday. Messages left outside these hours will be answered the following business day. All calls will be logged including data categories consistent with those used for other Eco-Desk calls.	200	\$7.00					\$1,400.00			\$1,400.00
B. Consult SCWMA staff and other sources to obtain information for callers.			6			6	\$450.00			\$450.00
C. Monitor data to determine which outreach methods/ media are generating calls.			6			6	\$450.00			\$450.00
task total	0		12	0		12	\$2,300.00	\$0.00	\$0.00	\$2,300.00
III. Assist Agency staff with Spanish-language outreach										
A. Attend planning meetings and brainstorming sessions with Agency staff, both formal and informal.	2		8			10	\$770.00		\$50.00	\$820.00
B. Provide translation services as needed.			8			8	\$600.00			\$600.00
task total	2		16	0		18	\$1,370.00	\$0.00	\$50.00	\$1,420.00
IV. Reporting and Administration										
A. Record-keeping including any forms required by CIWMB or other grantors.	5		6			11	\$875.00		\$50.00	\$925.00
B. Progress memos, communication with staff.	8		8			16	\$1,280.00			\$1,280.00
task total	13		14	0		27	\$2,155.00		\$50.00	\$2,205.00
TOTAL ALL TASKS:	25		88	125		238	\$14,500.00	\$9,000.00	\$500.00	\$24,000.00