



SONOMA COUNTY WASTE MANAGEMENT AGENCY

January 21, 2009

9:00 a.m.

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

Estimated Ending Time 11:30 a.m.

AGENDA

- | <u>ITEM</u> | <u>ACTION</u> |
|-------------|---|
| 1. | Call to Order/Introductions |
| 2. | <u>Attachments/Correspondence:</u>
Director's Agenda Notes
Thank you letter from St. Rose Students
Letters of support to CIWMB for EPR |
| 3. | <u>On file w/Clerk: for copy call 565-3579</u>
Resolutions approved in November 2008
2008-030 Agreement with SCS Engineers for Consulting Services for C&D
Activities and Large Venues and Events in Sonoma County |
| 4. | Public Comments (items not on the agenda) |
| 5. | Election of 2009 Officers |

CONSENT (w/attachments)

Discussion/Action

- | | |
|-----|--|
| 6.1 | Minutes of November 19, 2008 |
| 6.2 | Contract with AT&T for 2009 Recycling Guide |
| 6.3 | Contract with AT&T for the tab in the AT&T phone book |
| 6.4 | Contract for Additional Printing of 2009 Recycling Guide |
| 6.5 | Carryout Bag Update |
| 6.6 | Compost Relocation Update |
| 6.7 | Completed Epoxy Paint at HTF |
| 6.8 | Eco-Desk Annual Report |

REGULAR CALENDAR

ADMINISTRATION

- | | | |
|------|---|-------------------|
| 7.1) | FY 09-10 Work Plan
[Mangerich](Attachment) | Discussion/Action |
| 7.2) | RFP for Alternate Funding Consultant
[Mangerich](Attachment) | Discussion/Action |

HOUSEHOLD HAZARDOUS WASTE

- | | | |
|------|---|-------------------|
| 8.1) | Status of Voluntary EPR Take-back Program
[Steinman](Attachment) | Discussion/Action |
|------|---|-------------------|

EDUCATION

- | | | |
|------|--|-------------------|
| 9.1) | UCCE Amendment
[Fisher](Attachment) | Discussion/Action |
|------|--|-------------------|

10. Boardmember Comments

11. Staff Comments

12. Adjourn

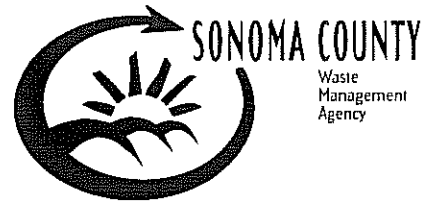
CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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.

NOTICING: This notice is posted 72 hours prior to the meeting at The Board of Supervisors, 575 Administration Drive, Santa Rosa, and at the meeting site the City of Santa Rosa Utilities Department Subregional Water Reclamation System Laguna Plant, 4300 Llano Road, Santa Rosa. It is also available on the internet at www.recyclenow.org



TO: SCWMA Board Members

FROM: Mollie Mangerich, Executive Director

SUBJECT: JANUARY 21, 2009 AGENDA NOTES

5. Election of 2009 Officers

The Officers of the Board for 2008 were Rohnert Park (Tim Smith) Chair, Petaluma (Vince Marengo) Vice-chair, and Town of Windsor (Christa Johnson) Chair Pro Tempore. The Resolution and history of Agency Chairs is attached.

CONSENT CALENDAR

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

- 6.1) Minutes of November 19, 2008
- 6.2) Contract with AT&T for 2009 Recycling Guide For the past five years the Agency has contracted with AT&T Yellow Pages for \$40,700 to print, bind and distribute the 28-page Sonoma County Recycling Guide in the phone book. This year four additional pages, or 32-pages, will be added at essentially no increase in cost. In addition, the section will print in the AT&T Companion Mini Directory.
- 6.3) Contract with AT&T for the tab in the AT&T phone book In order to make the Recycling Guide more visible and easier to find within the AT&T Yellow Pages phone book, the Agency coordinates purchase of a \$18,900 die-cut tab. To help share the expense of the tab, five private waste management companies have agreed to pay \$12,600 towards the tab. The Agency's contribution is \$6,300.
- 6.4) Contract for Additional Printing of 2009 Recycling Guide Historically, the Agency has contracted for printing extra copies of the Sonoma County Recycling Guide for distribution at fairs, Welcome Neighbor organizations, Chambers of Commerce, etc. Employing a competitive Request for Proposal (RFP) process, staff received proposals from three companies. Unfortunately, the lowest cost proposal received from North Bay Publishing Solutions in Santa Rosa was incomplete. Thus, staff recommends awarding the contract to the next lowest cost proposer, Healdsburg Printing Inc. The cost for printing 20,000 copies is \$8,747.01
- 6.5) Carryout Bag Update Staff will update Board members on the status of carryout bag ordinances and related recycling and reduction efforts. **No action is requested.**
- 6.6) Compost Relocation Update Staff will make the monthly report on the status of the Compost Relocation project. **No action is requested.**
- 6.7) Completed Epoxy Paint at HTF The Epoxy Floor work for the Household Toxics Facility, located at the Central Disposal Site in Petaluma, was completed during the two week facility closure from December 21, 2008 through January 5, 2009. The secondary containment sumps area, located outside, will need to be completed in the spring when the wet weather does not pose a problem. **No action is requested.**
- 6.8) Eco-Desk Annual Report 2009 In 2008, the Eco-Desk received 1,812 calls, representing a 12% decrease from the 2,057 calls received in 2007. In comparison, the Eco-Desk web site at www.recyclenow.org received 4,460,993 hits in 2008 representing a 22% increase from 2007.

REGULAR CALENDAR

ADMINISTRATION

- 7.1) FY 09-10 Work Plan The FY 09-10 Work Plan includes the Organics Program (Wood Waste and Yard Debris cost centers), the Surcharge cost centers (HHW, Education, Diversion and Planning), the Reserve Centers and a section on General Administration. **Staff recommends approving the FY 09-10 Work Plan and using the information in the Work Plan as a part of the Agency draft budget.**
- 7.2) RFP for Alternate Funding Consultant Currently, the Agency's programs are funded through a surcharge on the tipping fee charged on the disposal of solid waste. The disposal rate has been decreasing in recent years; therefore the surcharge tipping fee has decreased as well. At the November 2008 Agency meeting staff was directed to develop an RFP for a financial consultant with technical expertise in solid waste management systems, to develop a model of a cost formula that could be used to collect an Agency Fee. **Requested Action: Authorize staff to move forward with issuing the RFP for a financial consultant.**

HHW

- 8.1) Status of Voluntary EPR Take-back Program At the August 20, 2008 Agency meeting, staff was directed to apply for a Household Hazardous Waste Discretionary Grants 17th Cycle FY 2008/09 Grant to fund a voluntary business EPR take-back program. Staff learned from the posting of the CIWMB Meeting Agenda (December 16, 2008) that SCWMA's proposal was not recommended for the HD 17 Grant funding. **Action Requested: Staff requests Board approval to come back in February with a summary of options available to move forward with a plan of action for the voluntary take-back program.**

EDUCATION

- 9.1) UCCE Amendment The home composting contractor has requested an amendment to the Letter Agreement between the Agency and the Sonoma County University of California Cooperative Extension. The amendment would allow funding to be used for increasing UCCE staff time to further the Agency program. **Staff recommends approving the amendment to the Letter Agreement with Sonoma County University of California Cooperative Extension**

NOV 20 '08 PM 12:55

5th Grade Class
St. Rose School
4300 Old Redwood Hwy
Santa Rosa, CA 95403
November 17, 2008

Susan Klassen
C/O Sonoma County Waste Management Agency
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403

re: Environmental Discovery Center

Dear Susan Klassen,

We recently went on a field trip to Foothill Park in Windsor. The program was about the weather. We learned about the wind, the water cycle, clouds, temperature, high and low pressure, and about the nature around us. We also learned about instruments that measured the wind, barometric pressure, and temperature.

We like to thank you for supporting the EDC and making trips like this possible

Maddie

Nick

Seth Sincerely,

Blake

Amara

Kaylee

Kathleen

Jordan
Kaulana

Tatiana

Madison
Madison

Ivan
(Evan)

Daphne
Lexie

Kyle

Alicia

Olivia
Joshua

~~Samantha~~
ii

Antoinette

(U-lee-si-u)

Heather

Grace

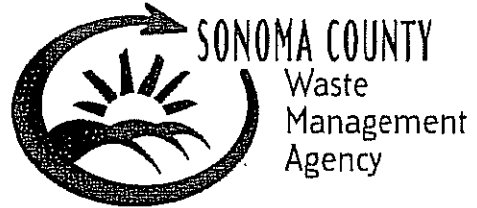
Kristin

Shelbi

Elizabeth

Alex

En



November 26, 2008

Governor Arnold Schwarzenegger
ATTN: Karla Diring, Deputy Appointments Secretary
State Capitol
Sacramento, CA 95814

RE: Reappointment of Gary Petersen to the CIWMB

Dear Governor Schwarzenegger:

The Sonoma County Waste Management Agency urges your reappointment of Gary M. Petersen to the California Integrated Waste Management Board.

Mr. Petersen has been a member of the Board since 2005. His strong convictions about the environment coupled with more than 35 years of recycling experience have provided the Board with an uncommonly real world perspective. At no time has the Board been more in need of this expertise than the present, when the global economic crisis has sent recycling markets around the world—markets that California depends on—into a sudden and alarming downward spiral.

During his time on the Board, Mr. Petersen has provided leadership on a host of issues that include sustainability, plastics in marine debris, agricultural film plastic recycling, and much more, but none of these issues are more important to local government than his commitment to develop and implement extended producer responsibility (EPR) policy in California. EPR policy implementation is critical to making the paradigm shift away from taxpayer funded back-end waste management systems to promoting source reduction which encourages front-end green design of products. EPR will ease the traditional burden on local government and the private recycling industry of dealing with end-of-life products alone and encourage product and packaging waste reductions by making manufacturers who can change their design responsible to take them back.

Reappointing Gary Petersen to the California Integrated Waste Management Board will help continue its national leadership in recycling and market development and energize the State's pursuit of EPR, consistent with your sustainability, ocean litter reduction, green chemistry, and climate change initiatives.

Respectfully,

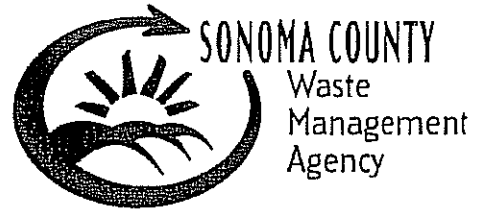
A black rectangular redaction box covering the signature of Mollie Mangerich.

Mollie Mangerich, Executive Director
Sonoma County Waste Management Agency

cc: Board of Directors, Sonoma County Waste Management Agency
Gary Petersen, California Integrated Waste Management Board
Heidi Sanborn, California Product Stewardship Council

November 26, 2008

Governor Arnold Schwarzenegger
ATTN: Karla Diringier, Deputy Appointments Secretary
State Capitol
Sacramento, CA 95814



RE: Reappointment of Margo Reid Brown to the CIWMB

Dear Governor Schwarzenegger:

The Sonoma County Waste Management Agency urges your reappointment of Margo Reid-Brown to the California Integrated Waste Management Board.

Ms. Reid Brown has been a member and Chair of the Board since 2006. Her strong convictions about the environment coupled with her common-sense, fair and balanced approach to policymaking has put California back in the position of "national leader" in waste management through pursuit of extended producer responsibility (EPR) policy in California. She has worked diligently to get to the source of waste management problem - product and packaging design - both of which are completely out of the control of local government and the recyclers. Ms. Reid Brown understands the need for a paradigm shift in waste management policy in California if we are ever to achieve our goal of zero waste and get away from taxpayer funded recycling towards front-end changes in product and packaging design inspired by EPR.

California's local governments and recyclers have made a valiant effort to reduce waste by diverting 50% of what was generated in 1990. However, California still disposes of over 40 million tons of waste per year, about the same as we did in 1990, because overall waste generation is increasing. Until products and packaging are redesigned to reduce volume and toxicity, to last longer, and to be repairable, the local governments can only increase taxes and garbage rates to try to manage these products in expensive recycling programs. EPR will ease the traditional burden on local government and the taxpayers of dealing with end-of-life products and encourage product and packaging waste reductions by making manufacturers who can change their design responsible to take them back. These are common policies in Canada and Europe, and it's time we bring them to California which will then lead the nation in this transition.

Reappointing Margo Reid Brown to the California Integrated Waste Management Board will help continue its national leadership in implementing EPR, consistent with your sustainability, ocean litter reduction, green chemistry, and climate change initiatives.

Respectfully,

[Redacted signature]

Mollie Mangerich, Executive Director
Sonoma County Waste Management Agency

cc: Board of Directors, Sonoma County Waste Management Agency
Margo Reid-Brown, Chair, California Integrated Waste Management Board
Heidi Sanborn, California Product Stewardship Council

<u>YEAR</u>	<u>CHAIR</u>	<u>CITY</u>
1992-3	Carl Leivo	Rohnert Park
1994	Marsha Sue Lustig	Cotati
1995	Carol Chase	Cloverdale
1996	Barbara Jason-White	Healdsburg
1997	Patricia Wagner	Sonoma
1998	Marc Richardson	Santa Rosa
1999	Sam Salmon	Windsor
2000	Sue Kelly	Sebastopol
2001	Jim Ryan	Petaluma
2002	Dick Ashford	Sonoma
2003	Dave Knight	Sonoma County
2004	J. Matthew Mullan	Windsor
2005 (through Sept)	Jennifer Murray	Cloverdale
2005 (Oct-Dec)	Dennis Dorch	Cotati
2006	Sue Kelly	Sebastopol
2007	Dell Tredinnick	Santa Rosa
2008	Tim Smith	Rohnert Park

RESOLUTION NO. 2009-001

Dated: January 21, 2009

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

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

NOW, THEREFORE BE IT RESOLVED that having first been duly elected by this Agency, Vince Marengo, representative from the City of Petaluma, and Christa Johnson, representative from the Town of Windsor, and _____ representative from the _____ shall serve as Chair, Vice Chair and Chair Pro Tempore, at the will and pleasure of this Agency for a period of one year commencing with the date of this resolution.

MEMBERS:

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

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

SO ORDERED.

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

ATTEST:

DATE:

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



Agenda Item #6.1

MINUTES OF NOVEMBER 19, 2008

The Sonoma County Waste Management Agency met on November 19, 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
City of Cotati
City of Healdsburg
City of Petaluma
City of Santa Rosa
City of Sebastopol
Town of Windsor
County of Sonoma

Tim Smith, Chair
Marsha Sue Lustig
Mike Kirn
Vince Marengo
Greg Scoles
Sue Kelly
Christa Johnson
Susan Klassen

STAFF PRESENT:

Executive Director
Counsel
Staff

Mollie Mangerich
Janet Coleson
Patrick Carter
Karina Chilcott
Charlotte Fisher
Elizabeth Koetke

Recorder

ABSENT

City of Cloverdale
City of Sonoma

1. CALL TO ORDER SPECIAL MEETING

The special meeting was called to order at 8:35 a.m.

2. OPEN CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION TITLE: AGENCY COUNSEL
GOVERNMENT CODE SECTION 54957(b) (1) & (4)

3. ADJOURN CLOSED SESSION

No report.

4. CALL TO ORDER REGULAR MEETING/INTRODUCTIONS

The regular meeting was called to order at 9:17 a.m.

5. ATTACHMENTS/CORRESPONDENCE

Chairman Smith, called attention to the Director's Agenda Notes and Letters of Support.

6. ON FILE WITH CLERK

There were no resolutions from the October 15, 2008 meeting.

7. PUBLIC COMMENTS (items not on the agenda)

There were no public comments.

CONSENT

- 8.1 Minutes of October 15, 2008
- 8.2 Compost Relocation Update
- 8.3 FY 08-09 First Quarter Financial Report
- 8.4 FY 06-07 SCWMA Audit

Susan Klassen, County of Sonoma, moved to approve the consent calendar. Marsha Sue Lustig, Cotati, seconded. Consent calendar approved. City of Cloverdale, City of Sonoma, absent.

REGULAR CALENDAR

DIVERSION

9.1 PLASTIC BAG UPDATE (CONTINUED FROM SEPTEMBER MEETING)

Patrick Carter gave an update on the City of Fairfax. The city had originally attempted to establish a mandatory ban on plastic bags, but changed the ordinance to a voluntary ban when confronted with a lawsuit from entities representing the plastic bag industry. A citizens group took up the cause and put it on the ballot for this past election on November 4th and the item passed overwhelmingly at around 78%. The implementation of the measure will cover all stores, shops, eating places, food vendors, and retail food vendors requiring them to provide only recyclable bags or reusable bags at the point of sale.

Mr. Carter said it was his understanding that if a referendum takes place due to a citizens group, it does not require that a CEQA be done.

Janet Coleson, Agency Counsel, concurred.

Mr. Carter continued with information about other cities. Oakland had a plastic bag ban that was challenged in court. The city lost the ruling and decided not to appeal the decision. Los Angeles City Council voted to ban plastic carry-out bags unless a \$0.25 or more fee was imposed by the state by July 1, 2010. The City of Seattle has approved legislation to enact a \$0.20 fee on all paper and plastic carry-out bags from convenience, drug and grocery stores. New York City is proposing a \$0.06 fee on plastic bags. Santa Clara County is examining some sort of fee structure that would put fees on paper and plastic bags and would be charged directly to the customers, rather than the stores. This policy would be allowable because of AB 2449, which preempted cities and counties from imposing fees on plastic bags directly to stores. This method would impose the fee directly on the customers, not the stores.

AB 2058, which would have imposed statewide fees on paper plastic bags failed passage through the California legislature.

Regarding funding impacts, if the Board is interested in looking at an EIR to study the banning of plastic bags, staff estimates it would cost approximately \$175,000. Other options include an effort to focus on education; \$3,000 has been budgeted in the FY 08-09 to support BayRoc media events. Staff can also continue to monitor the state legislature in the next session for new bills that are similar to AB 2058.

Staff recommends continuing education efforts with BayRoc and continuing monitoring the state legislature.

Sue Kelly, City of Sebastopol, asked if anyone else has done an EIR on plastic bags.

Ms. Coleson, Agency Counsel, said no.

Susan Klassen, County of Sonoma, asked if the City of Fairfax were assessing any fees for an EIR study and were they exploring any type of enforcement mechanism.

Mr. Carter said he didn't believe there were any fees associated with that, that it was strictly a ban on non-recyclable plastic bags.

Ms. Coleson, Agency Counsel, interjected that it's a citizen's initiative. Oftentimes citizens' initiatives have the idea, but don't know how to implement it or enforce it.

Ms. Klassen said she would be interested in tracking Fairfax to see what happens.

Chair Smith welcomed public comments.

Will Bakx, Sonoma Compost Company, said compostable plastic is a problem for their company. Well-intentioned consumers buy it thinking they are doing a good thing instead of buying plastic, but for their company it's a contaminant. He would like to work with Agency staff on educational effort to address this issue.

Vince Marengo, Petaluma, moved to approve the staff recommendation focusing on education, the promotion of reusable bags and the monitoring of state legislation for bills like AB 2058. Sue Kelly, Sebastopol, seconded. City of Cloverdale and City of Sonoma, absent.

PLANNING

10.1 CONSTRUCTION AND DEMOLITION WASTE AND LARGE EVENTS / VENUES POLICIES

Patrick Carter said staff is returning with a successful proposal for the Construction and Demolition Waste and Large Events / Venues policies RFP. In the preparation of this year's budget, staff identified C&D and Large Events as major issues to tackle. C & D was approximately 27% of Sonoma County's waste stream as identified in the Waste Characterization Study. Through the annual report process with the CIWMB, staff identified that Large Events and Venues are supposed to have recycling plans in place under AB 2176. Unfortunately staff has found that they are largely not in place.

Three proposals were received; the proposers include HDR, R3 Consulting Group, and SCS Engineers. Using the scoring criteria included in the RFP, staff evaluated each proposal and concluded that SCS Engineers' proposal most closely matched the intent of the RFP. While staff is confident all three proposers are sufficiently qualified and experienced to implement the project, staff concluded the proposal submitted by SCS Engineers demonstrated a higher level of understanding of the SCWMA's intent and a greater level of expertise with issues involving Large Events and Venues.

One change was made to the agreement after the agenda packet was distributed. The termination date was changed from March 1, 2009 to May 1, 2009.

Leslie Luckas, SCS Engineering, introduced herself to the Board, she is well-versed on this subject.

Vince Marengo, Petaluma, moved to approve the agreement with SCS Engineers for their services. Christa Johnson, Town of Windsor, seconded. City of Cloverdale and City of Sonoma, absent.

Chairman Smith addressed agenda item 12, prior to agenda item 11.

12. STAFF COMMENTS

Karina Chilcott reported that ASL Recycling held their first e-waste collection event at Friedman's Home Improvement Center in Santa Rosa on November 8th & 9th, the first

day of the event there were 167 cars and the second day there were 125 cars. The next event is going to be at the Friedman's Home Improvement Center in Sonoma on December 13th & 14th. A third event is scheduled for January 10th at the Whole Foods in Petaluma.

11. BOARDMEMBER COMMENTS

Chairman Smith asked staff if there would be a December meeting.

Mollie Mangerich, Executive Director said there is no business to bring forward to a December meeting. We can resume in January.

Sue Kelly, City of Sebastopol, thanked Chairman Smith for serving as chair for 2008 and for his years of service to the Agency.

Mollie Mangerich presented Tim Smith with a certificate of appreciation.

Chairman Smith said he had provided the article on 'Trash to Energy' that was distributed at the meeting.

Chairman Smith commented that the Agency has a wonderful vice-chair and chair pro-tempore, and should they be voted in as chair and vice-Chair of the Agency in 2009 he believes they will do a fine job. He also thanked the Board for the opportunity to serve on this Board.

13. ADJOURNMENT

Meeting adjourned at 9:48 a.m.

Copies of the following were distributed and/or submitted at this meeting:

Home Compost Education and Pesticide Use Reduction Education Program Report 2007-08.

The Compost Club Newsletter

Newspaper Article 'Sacramento Trash-to-Energy Plan Raises Red Flags'

Sonoma Compost Company Monthly Reports for July and August 2008

E-Waste Driver Flyer

Respectfully submitted,
Elizabeth Koetke



Agenda Item #: 6.2
 Cost Center: Education
 Staff Contact: Chilcott
 Agenda Date: 1/21/2009

ITEM: 32-page Recycling Guide Contract with AT&T Yellow Pages

I. BACKGROUND

The SCWMA Work Plan for FY 08/09 includes the production and distribution of the Sonoma County Recycling Guide as one of the Agency's annual projects. There are two separate contracts with AT&T Yellow Pages: (1) the 32-page Recycling Guide and, (2) the tab. This agenda item covers the 32-pages for the Recycling Guide in the Yellow Pages.

For the past five years the Agency has contracted with AT&T Yellow Pages to print and bind the Sonoma County Recycling Guide in the phone book. From 2004 to 2008, the price for printing and distributing the 28-page Guide to AT&T's business and residential customers was \$40,700.

II. DISCUSSION

Upon Agency staff's request, in 2009 AT&T has agreed to add four additional pages at essentially no additional cost (\$3392 x 12 months=\$40,704). In addition AT&T agreed to print the 32-page Recycling Guide in the AT&T Mini Companion Directory at no additional cost. The 2009 32-page Guide package includes the following:

2009 Recycling Guide in the AT&T phone book and Mini Companion Directory:	
Cost	Services
\$40,704 Funding from the Agency's Education Cost Center	Recycling Guide 32-pages printed in four-color process The 32-page section will be located after the "Recycling" section of the Yellow Pages. The Recycling Guide will be distributed to every AT&T residential and business customer through the primary distribution in May 2009 and through subsequent new customer distributions until the 2010 phone book printing.
	Mini Companion Directory 32-page Recycling Guide printed in four-color process on white paper located after the "Recycling" section of the Yellow Pages. The Recycling Guide will be distributed to select AT&T residential customers through the primary distribution in May 2009.
	Banner(s) One or more 4-color banner ads sized approximately 1" wide x 7.5" long to be placed in the "What's Inside" section.
	Cover snipe 4-color cover snipe.
	"What's Inside" section 4-color artwork and a text entry in the "What's Inside" section.
	Number printed & distributed: 341,500 (252,500 initial distribution, 89,000 secondary distribution)

III. FUNDING IMPACT

The proposed contract with AT&T Yellow Pages is within the amount budgeted in the Education cost center 799411-6540 FY 08/09 for this project.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Agency staff recommends the Board approve the resolution for the Contract for Printing and Delivery of the Sonoma County Recycling Guide 2009 with AT&T Yellow Pages and authorize the Chair to sign the agreement.

V. ATTACHMENTS

Scope of Work letter between AT&T and SCWMA

Resolution Approving the Agreement for Printing and Delivery of the Sonoma County Recycling Guide 2009

Approved by: 
Mollie Mangerich, Executive Director, SCWMA



AT&T Yellow Pages

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

December 2, 2008

Dear Karina,

Thank you for your recent advertising order with AT&T Real Yellow Pages for the Sonoma County Directory publishing in May 2009. It is our understanding that the Agency is contracting for printing and distribution services for a 32-page Recycling Guide (including special services--banners, cover snipe and inclusion in "What's Inside" page). This letter is intended to clarify the responsibilities between the Sonoma County Waste Management Agency (Agency) and AT&T Real Yellow Pages.

For both parties, the production and distribution schedule follows:

March 17, 2009	<p>The Agency will supply AT&T Real Yellow Pages with artwork for the following:</p> <ol style="list-style-type: none">1. 32-page Recycling Guide artwork2. Banner artwork3. Cover snipe artwork4. What's Inside section artwork5. Tab artwork <p>Artwork will be supplied to the following: James Mason, Technical Director RR Donnelley 3075 Highland Parkway Downers Grove, IL 60515 630-322-6149 JIM. Mason@rrd.com</p>
March 31, 2009	<p>AT&T Real Yellow Pages will provide digital or high resolution color proofs. These color proofs will be submitted to the Agency for review. Allow at least 3 working days for review by Agency staff:</p> <p>Karina Chilcott Sonoma County Waste Management Agency 2300 County Center Drive, Ste. B-100 Santa Rosa, CA 95403 kchilcot@sonoma-county.org</p>
April 15, 2009	<p>Last date for the Agency to submit corrected files to AT&T Real Yellow Pages. Artwork will be provided to RR Donnelley at the above address.</p>

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

32-page Recycling Guide (Agency's responsibility)

- The Agency will contract with AT&T Real Yellow Pages for \$40,700 for printing and distribution services for the May 2009 Sonoma County Directory. Pending approval of the contract by the Sonoma County Waste Management Agency Board members at their monthly meeting, a payment of \$40,700 will be supplied to AT&T Real Yellow Pages on or before May 2009.

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

Year	
2006	\$40,700 for 28-page Guide
2007	\$40,700 for 28-page Guide
2008	\$40,700 for 28-page Guide
2009	\$40,704 for 32-page Guide
2010	\$40,704 for 32-page Guide
The Agency seeks contracts after 2010	

- The Agency will supply 32 pages (9.3125" wide x 10.8125" tall) of camera ready artwork on Mac formatted CD. Artwork will be created using a combination of Illustrator CS3 and In Design CS3. Artwork will include a page bleed of .5" beyond trim size on all sides.

Tab

- Sonoma County Waste Management Agency has the right of first refusal on the Tab for the duration of this contract. A tab in the Sonoma directory requires minimum revenue to cover the production cost of a tab (this rate fluctuates from year to year). SCWMA's tab rate in 2008 was \$18,900. AT&T Real Yellow Pages will make it a priority and will commit to work with the SCWMA to insure that a potential advertiser is found for the front of tab at AT&T's required tab rate. In that case, SCWMA can continue to purchase the tab at an affordable rate.

Banner (Agency's responsibility)

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

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

- The Agency will supply 4-color artwork for the "What's Inside" snipe sized approximately .75" x .75". The "What's Inside" snipe will include the text "The 32-page Sonoma County Recycling Guide answers your recycling and toxics disposal questions from A to Z: appliances, batteries, concrete, electronics, metal, paint, toner cartridges, wood and much more!"

Tab (Agency's responsibility)

- The Agency will supply 4-color camera ready artwork (8.46875" wide x 9.90625" tall).
- The Agency will purchase the backside of the tab for \$1,575/month (or \$18,900/year). The tab includes a separate contract and is contingent upon the final sale of the front side of the tab. The tab contract is also contingent upon the Agency securing the required funding.

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

- Assign to the Agency a primary contact in AT&T Real Yellow Page's graphics/production department who will be responsible for coordination of artwork submissions:
 1. 32-page Recycling Guide insert
 2. Tab artwork
 3. 2 Banner ads
 4. Cover snipe
 5. What's Inside section

32-page Recycling Guide (AT&T Real Yellow Pages responsibility)

- 4-color printing of 32-pages of artwork (9.3125" wide x 10.8125" tall) supplied by the Agency to AT&T Real Yellow Pages. AT&T Real Yellow Pages will provide digital or high resolution color proofs. These color proofs will be submitted to the Agency for review. Allow at least 3 working days for review by Agency staff. The pages will be bound into the production of all phone books supplied to Sonoma County AT&T Real Yellow Pages customers. The pages will be printed on white paper, similar to the paper quality used on the Recycling Guide pages in the 2008 AT&T Real Yellow Pages. The section will be located after the "Recycling" section of the Yellow Pages. The Recycling Guide tab, if any, will be located prior to page one of the 32-page Recycling Guide.
- The AT&T Sonoma Real Yellow Pages will be distributed to every residential and business customer through the primary distribution in May 2009 and through subsequent new customer distributions until the next phone book printing.

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

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

Cover snipe (AT&T Real Yellow Pages responsibility)

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

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

- AT&T Real Yellow Pages will supply the Agency with space for 4-color artwork and an entry in the "What's Inside" snipe. Artwork, sized approximately .75" x .75", will be supplied by the Agency. The "What's Inside" snipe will include the text "The 32-page Sonoma County Recycling Guide answers your recycling and toxics disposal questions from A to Z: appliances, batteries, concrete, electronics, metal, paint, toner cartridges, wood and much more!"

Tab (AT&T Real Yellow Pages responsibility)

- AT&T Real Yellow Pages will supply the Agency with a tab (8.46875" wide x 9.90625" tall) which will appear immediately prior to the first page of the 32-page Recycling Guide. THE LOCATION OF THE TAB IMMEDIATELY PRIOR TO THE FIRST PAGE OF THE GUIDE is critical to the flow of the publication. The Agency will supply camera ready artwork.
- The tab will be printed on heavy white cover stock, similar to the Sonoma County Waste Management Agency's tab in 2009 AT&T Real Yellow Pages.
- Two die-cut portions of the tab will be imprinted with special messages:
 1. Regardless of which advertiser is selected for the front side of the tab, the back and front side of one die-cut will read "RECYCLING GUIDE."
 2. The Agency's second die-cut (on the back side only) will read "Sonoma County Waste Management Agency."

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

Yours truly,

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

RESOLUTION NO.: 2009-

DATED: January 21, 2009

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

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

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

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

WHEREAS, the Agency desires to contract with AT&T Yellow Pages to publish and distribute the 2009 Recycling Guide for \$40,704.00.

NOW THEREFORE, BE IT RESOLVED that the Agency authorizes the Agency Chairman to execute an agreement with AT&T Yellow Pages to publish and distribute the 2009 Recycling Guide, subject to Agency counsel review and approval, in the amount not to exceed \$40,704.00.

MEMBERS:

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

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

SO ORDERED.

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

ATTEST: DATE:

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



Agenda Item #: 6.3
Cost Center: Education
Staff Contact: Chilcott
Agenda Date: 1/21/2009

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

I. BACKGROUND

The SCWMA Work Plan for FY 08/09 includes the production and distribution of the Sonoma County Recycling Guide as one of the Agency's annual projects. There are two separate contracts with AT&T Yellow Pages: (1) the 32-page Recycling Guide and, (2) the tab. This agenda item covers the tab for the Recycling Guide in the Yellow Pages.

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

II. DISCUSSION

In 2009, AT&T has agreed to keep the cost for the tab at \$18,900. To help share the expense of the tab, five private waste management companies agreed to pay \$12,600 towards the tab.

Company	Size of ad	Contribution
GreenWaste Recovery	2" x 3"	\$2,000
Industrial Carting	2" x 3"	\$2,000
North Bay Corp	3" x 4.6"	\$4,600
Sonoma Compost Company	2" x 3"	\$2,000
M&M Services, Inc.	2" x 3"	\$2,000
TOTAL PRIVATE CONTRIBUTIONS		\$12,600
TOTAL AGENCY CONTRIBUTION		\$6,300
TOTAL COST OF THE TAB		\$18,900

III. FUNDING IMPACT

The proposed contract with AT&T Yellow Pages is within the amount budgeted in the Education cost center 799411-6540 FY 08/09 for this project.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

V. ATTACHMENTS

Resolution approving the contract for the *Recycling Guide* tab

Approved by: _____

Mollie Mangerich, Executive Director, SCWMA

RESOLUTION NO.: 2009-

DATED: January 21, 2009

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

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

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

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

WHEREAS, the Agency desires to contract with AT&T to print, publish and distribute the 2009 Recycling Guide tab for \$18,900.

NOW THEREFORE, BE IT RESOLVED that the Agency authorizes the Agency Chairman to execute an agreement with AT&T Yellow Pages for the 2009 Recycling Guide tab, subject to Agency counsel review and approval, in an amount not to exceed \$18,900.

MEMBERS:

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

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

SO ORDERED.

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

ATTEST: DATE:

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



Agenda Item #: 6.4
 Cost Center: Education
 Staff Contact: Chilcott
 Agenda Date: 1/21/2009

ITEM: Purchase Order with Healdsburg Printing, Inc. for printing and packaging of extra copies of the 2009 Sonoma County Recycling Guide

I. BACKGROUND

Historically, the Agency has contracted for printing extra copies of the Sonoma County Recycling Guide for distribution at fairs, Welcome Neighbor organizations, Chambers of Commerce, etc.

II. DISCUSSION

Employing a competitive Request for Proposal (RFP) process, staff distributed proposals to the following companies capable of printing on recycled newsprint.

Sonoma County companies receiving RFPs	Out-of-County companies receiving RFPs
<ul style="list-style-type: none"> Goode Printing & Mailing, Rohnert Park Healdsburg Printing, Inc., Healdsburg Impress Northwestern, Santa Rosa North Bay Publishing Solutions, Santa Rosa Sonoma Valley Publishing, Sonoma 	<ul style="list-style-type: none"> Advanced Printing, Sacramento American Lithographers, Sacramento Delta Web Printing, Sacramento Lighthouse Litho, Inc., West Sacramento PrintPartners.com, Novato

Proposals were received from North Bay Publishing Solutions, Advanced Printing and Healdsburg Printing, Inc. Because of the increased number of pages (32-pages instead of 28-pages) and a reduced outreach event schedule in 2009, staff chose to reduce the number of Guides printed from 26,000 in 2008 to 20,000 in 2009.

The RFP process required proposers to fill out a bid sheet detailing costs (image setting and proofs, printing, packaging and delivery). In addition proposers were asked to submit three samples of printed documents similar in quality to the Recycling Guide 2008 and to provide three references. The following summarizes the bids received:

Name of proposer	Proposal amount	Number of Guides	Proposal complete
Healdsburg Printing, Inc., Healdsburg	\$8,747.01	20,000	Yes
Advanced Printing, Sacramento	\$8,894.54	20,000	Yes
North Bay Publishing Solutions, Santa Rosa	\$7,046.34	20,000	No, samples of publications missing

While the proposal from North Bay Publishing was significantly lower than the other proposals, staff felt reluctant to award the printing contract to North Bay Publishing Solutions as they failed to submit samples of similar print jobs and they were unresponsive to further staff inquiries.

Agency staff has a long history of working with Healdsburg Printing, Inc. who most recently performed well with printing the Recycling Guide 2008.

III. FUNDING IMPACT

The proposed Purchase Order for printing and packaging of extra copies of the Recycling Guide 2009 is within the amount budgeted in the Education Contract Services 799411-6450 for FY 08/09.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Agency staff recommends the Chair sign the attached Purchase Order with Healdsburg Printing, Inc. for printing and packaging of extra copies of the Sonoma County Recycling Guide 2009.

V. ATTACHMENTS

Purchase Order with Healdsburg Printing, Inc. for printing and packaging of extra copies of the Sonoma County Recycling Guide 2009

Resolution of the Sonoma County Waste Management Agency approving the Purchase Order with Healdsburg Printing, Inc. for Printing and Packaging of the Sonoma County Recycling Guide 2009

Approved by: 
Mollie Mangerich, Executive Director, SCWMA

Scope of work for printing and packaging of the Sonoma County Recycling Guide 2009

Exhibit A

SCOPE OF WORK

A. QUANTITY

A total of 20,000 Guides are to be printed.

B. IMAGE SETTING

The Agency will supply thirty-two (32) pages of camera ready copy sized 9.3125" x 10.8125" (the odd shape results from an initial printing in the AT&T Yellow Pages Phone book) on Mac formatted CD to the Contractor on **MARCH 10, 2008**. Pages should be proportionally scaled to approximately 8 3/8" x 10 1/2" for printing. Artwork will be created using a combination of Illustrator CS3 and InDesign CS3.

C. PRINTING

1. **Stock:** 32 pages 34# 60 to 100% post-consumer recycled Rebrate Blue Heron (or similar)/ 4 pages (front/back cover) 60# 30 to 100% post-consumer offset recycled Husky (or similar).
Printing: 32 pages in 4 color process with bleed of color on all pages. For consistency of the product, it is important that the paper selected for the cover and for the inside pages have a similar tone.
2. The Guides are to be bound (staple or glue) in booklet form and trimmed.
3. The Agency requires a color proof of all pages on **MARCH 18, 2008** for review. Proofs should be an accurate representation of the final product. Delivery charges are to be the responsibility of the Contractor. Give at least 3 days for review by Agency staff.

D. PACKAGING AND DELIVERY

Packaging and labeling guidelines

1. All materials must be packaged in cartons, with a maximum of 150 guides per carton.
2. Each carton must be clearly labeled to identify the quantity contained in each carton.

Delivery

1. Guides should be delivered to the Agency's storage locker on or before **APRIL 10, 2009** between the hours of 10am-5pm at the following address:
Lock It Up Storage
3570 Airway Dr.
Santa Rosa, CA 95403
Please contact Agency staff to arrange exact delivery time.

RESOLUTION NO.: 2009 -

DATED: January 21, 2009

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY"),
APPROVING THE PURCHASE ORDER WITH HEALDSBURG PRINTING, INC. FOR PRINTING AND
PACKAGING OF THE SONOMA COUNTY RECYCLING GUIDE 2009

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

WHEREAS, Sonoma County has provided extra copies of the Recycling Guide as a public service;
and

WHEREAS, Agency staff has completed a competitive RFP process for printing services; and

WHEREAS, Healdsburg Printing, Inc. submitted a complete and cost-effective printing and packaging proposal; and

WHEREAS, the Agency wishes to contract with Healdsburg Printing, Inc. to print and package 20,000 Recycling Guides 2009 at a cost that shall not exceed \$8,747.01.

NOW THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency ("Agency") authorizes the Agency Chairman to sign the purchase order, subject to Agency counsel review and approval, in an amount that shall not exceed \$8,747.01.

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 #: 6.5
Cost Center: Diversion
Staff Contact: Carter
Agenda Date: 1/21/2009

ITEM: Carryout Bag Update

I. BACKGROUND

The SCWMA Board of Directors requested staff to provide updates at each SCWMA meeting subsequent to the March 2008 meeting. Staff researches new developments in California and out-of-state legislation regarding paper and plastic carryout bags.

II. DISCUSSION

AB 68 was introduced in the California Legislature December 12, 2008¹. The bill would prohibit a store from providing a single-use carryout bag at the point of sale unless a minimum \$0.25 Bag Pollution Cleanup Fee was charged to the customer. The fee would go into effect July 1, 2011. Part of the fees collected in this program would be retained by the stores and the remainder would be collected in a newly created Bag Pollution Fund. Most of the funds collected would be dispersed for the implementation of bag pollution reduction programs by local government. Though the bill does not preempt jurisdictions from banning single use bags, prohibitions may disqualify those jurisdictions from receiving grants from the Bag Pollution Fund.

The city of Toronto, Canada is approved a five cent (Canada) fee on each plastic bag² distributed at all stores in the city. The fee is retained by the store which collects the fee, and stores are not required to use the collected fees for any programs. The new plastic bag rules will go into effect June 1, 2009.

The California Ocean Protection Council released an implementation strategy to reduce ocean litter³ on November 20, 2008. According to the document, the "Steering Committee has identified three priority actions for reducing and preventing litter, including packaging waste. The first is Extended Producer Responsibility (EPR) – also known as 'producer take-back' – for packaging waste. The second is prohibitions on specific types of packaging that commonly become litter, such as single-use grocery bags. The third is fees on commonly littered items; these fees encourage both manufacturers and consumers to seek out less litter-prone product alternatives."

The State Senators from the State of Michigan⁴ introduced Senate Bill 1611 which would require stores to ensure that at least 50% of carryout bags provided to customers be compostable by January 1, 2010. Effective January 1, 2012, the only permitted carryout bags to be provided to the customers are recyclable paper bags, compostable plastic bags, or reusable bags. There would be a financial penalty for non-compliance.

The New York State governor signed A11725⁵, a plastic bag recycling bill similar to California AB 2449 (2006). This bill focuses on recycling plastic bags, requires compostable bags be labeled as

¹ <http://www.leginfo.ca.gov/> search for AB 68, retrieved 12/30/2008

² http://www.citynews.ca/news/news_29727.aspx, retrieved 12/30/2008

³ http://resources.ca.gov/copc/docs/opc_ocean_litter_final_strategy.pdf, retrieved 12/30/2008

⁴ <http://www.legislature.mi.gov/documents/2007-2008/billintroduced/Senate/htm/2008-SIB-1611.htm>, retrieved 12/30/2008

⁵ <http://assembly.state.ny.us/leg/?bn=A11725&sh=t>, retrieved 12/30/2008

such to prevent contamination, requires stores to make reusable bags available, and preempts local jurisdictions from enacting new laws regarding plastic bag recycling.

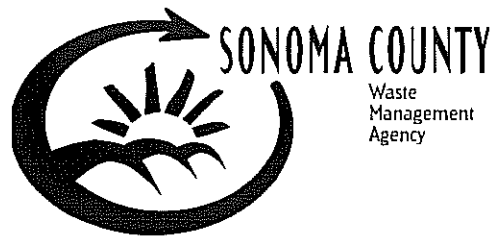
III. FUNDING IMPACT

There are no funding impacts resulting from this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This transmittal is for informational purposes only. There is no requested action.

Approved by: 
Mollie Mangerich, Executive Director, SCWMA



Agenda Item #: 6.6
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 1/21/2009

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 project updates at each subsequent Board meeting.

At the June 18, 2008, the SCWMA Board selected one preferred site and two alternative sites to be studied further in an Environmental Impact Report. Staff has informed all property owners involved in the siting effort as to whether their property was selected for further study.

II. DISCUSSION

The Notice of Preparation of an Environmental Impact Report was released December 1, 2008, beginning a 30 day public comment period. Staff held a public scoping meeting on December 11, 2008 to receive comments and questions about the proposed project. By the close of the scoping period on December 30, 2008, 18 comments were received by staff.

The suggestions in the comments generally matched the impacts identified in the Notice of Preparation of an Environmental Impact Report: traffic impacts to Lakeville Highway, water quality impacts and the potential for flooding, biological impacts and the filling of wetlands, odors, greenhouse gas impacts, noise, and aesthetics. Many of comments received from non-government sources were not in support of this project.

In response to several comments referring to the proposed site as a garbage dump, staff prepared a response to clarify the intent of this project and draw distinctions between compost and landfill operations.

III. FUNDING IMPACT

There are no funding impacts resulting from this transmittal.

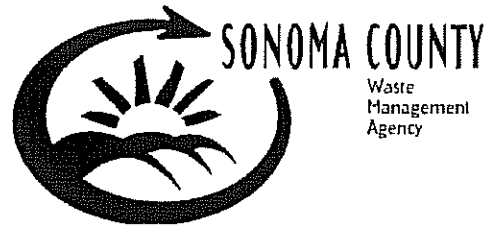
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This transmittal is informational only. No action is requested.

V. ATTACHMENTS

Memo and Fact Sheet Regarding the Proposed Compost Site Relocation

Approved by: 
Mollie Mangerich, Executive Director, SCWMA



Memorandum

Date: January 9, 2009
To: Proposed Compost Site Interested Parties
From: Patrick Carter, Waste Management Specialist
Re: Compost Clarifications

Dear Sir or Madam:

We thank those who provided comments to the Sonoma County Waste Management Agency (SCWMA) both in person at the December 11, 2008 Public Scoping Meeting (Petaluma) and through written correspondence regarding a proposed compost site near Lakeville Highway and Twin House Ranch Road. We intend to perform a thorough and robust analysis of the environmental impacts of a potential compost site at the selected site, and your comments will help us ensure a complete analysis.

It became clear to staff, upon review of a number of responses received, that there may be some misunderstanding about the purpose of the project and confusion over what the Sonoma County Waste Management Agency is. Please find the enclosed attachment which we hope provides clarification on those subjects.

To be clear, no new landfill, garbage dump, or waste burial facility is planned for this project. Conversely, the main objective of this project is to reduce the amount of waste sent to landfills by turning waste organic materials, such as: lawn clippings, brush, wood, etc., into beneficial soil amendments, mulches, and fuel for off-site biomass power plants. We hope the enclosed fact sheet is helpful in making the distinction between compost operations and landfill operations.

The SCWMA is a joint powers authority whose membership includes the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor and the unincorporated Sonoma County. Our Board of Directors is composed of one member from each of the jurisdictions mentioned above, and is a separate legal entity from the Sonoma County Board of Supervisors. More information about who we are and our Agency's mission can be found online at http://www.recyclenow.org/o_agency.html.

We understand there may be apprehension about this project. It is our intent to include the neighboring community in such a way that you are satisfied your concerns have been heard and addressed. To that end, we will ensure you are included in the distribution and noticing lists for the draft Environmental Impact Report and related documents.

Sincerely,

Patrick Carter, Waste Management Specialist

Compost Site Relocation Project

Composting: What is it?



Feedstock: wood and green materials



Processed in windrows for 12-14 weeks



Finished compost is a top-quality, organic soil amendment

- ✓ A biological process in which organic wastes are transformed into useful products
- ✓ An agricultural support industry
- ✓ Nutrient recycling that uses waste agricultural materials such as crop residues and tree materials to produce soil amendments and biomass fuel
- ✓ A landfill alternative
- ✓ Less expensive than landfill disposal
 - \$34.10/ton for yard debris vs. \$92.80/ton general refuse¹
- ✓ A successful program that has prevented over one million (1,000,000) tons of Sonoma County organic material from landfill disposal since 1992

¹ Sonoma County Refuse Disposal Fee Schedule, effective July 1, 2008.

What it is not:

- A landfill, garbage dump, or otherwise a place for waste burial

**About the Agency**

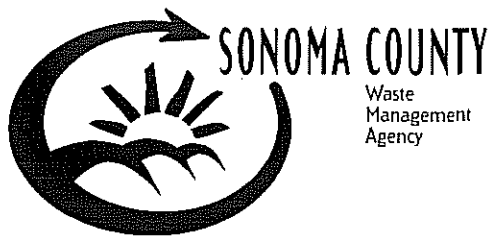
The Sonoma County Waste Management Agency is the lead agency on this project. Formed in 1992, it is a joint powers authority of the nine incorporated cities and the County of Sonoma. The specific focus of the Agency's efforts is the implementation of regional waste diversion programs as required by AB939 in the following categories: Wood Waste, Yard Debris, Household Hazardous Waste, Education, and Planning. Our Board of Directors is separate from the Sonoma County Board of Supervisors. For more information about us, please visit <http://www.recyclenow.org/>.

For more information about composting visit the California Integrated Waste Management website at <http://www.ciwmb.ca.gov/Organics/CompostMulch/> or visit the existing compost site at the Central Disposal Site - 550 Mecham Road, Petaluma, CA 95452 (enter at the main disposal site entrance and follow the signs to the compost/yard waste/wood waste area) and their website <http://www.sonomacompost.com/>.

To request a CD containing a copy of the siting study, please contact Patrick Carter:

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

Email: pcarter@sonoma-county.org



Agenda Item #: 6.7
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 1/21/2009

ITEM: Completed Epoxy Paint at HTF

I. BACKGROUND

The 2007 HHW Program Benchmarking and Program Evaluation Document, prepared by Sweetser & Associates and Special Waste Associates, suggests that chemically-resistant containment coating be applied to both the facility floor and the secondary containment sumps areas of the HHW Building located at the Central Landfill Site in Petaluma. At the September 17, 2008 Agency Board meeting, the Agency Board authorized the bidding and work to be completed for the Epoxy Floor Coating for the HHW Building.

II. DISCUSSION

Agency Staff collected quotes and Keech Painting Contractors Inc, located in Windsor, was awarded the Contract. The Epoxy Floor work and proper surface preparation of the facility floor was completed during the two week closure of the Household Toxic Facility between December 21, 2008 and January 5, 2009. The secondary containment sumps area, located outside, will need to be completed in the spring when the wet weather does not pose a problem.

III. FUNDING IMPACT

In the staff report for the September meeting, staff had estimated that the job would cost \$25,000 to \$35,000. The actual cost of the work was for \$ \$29,190.00 (\$24,900 for the facility floor and \$4,290 for the sumps area) and will be paid from the HHW Operating Reserve Fund.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This item is informational only.

V. ATTACHMENTS

Pictures of Chemically-resistant Containment Coating Project

Approved by: 
Mollie Mangerich, Executive Director, SCWMA

Chemically-resistant Containment Coating at Household Toxics Facility



Floor at Household Toxics Facility
prior to epoxy coating

Cleaning and preparing of the
concrete surface prior to application
of epoxy coating



Application of epoxy coating

Completed floor finished with epoxy
coating





Agenda Item #: 6.8
 Cost Center: Education
 Staff Contact: Chilcott
 Agenda Date: 1/21/2009

ITEM: Eco-Desk 2008 Annual Report

I. BACKGROUND

Since 1995, the Sonoma County Waste Management Agency has operated a telephone service, the Eco-Desk 565-DESK(3375), to answer calls about recycling, hazardous waste and other disposal issues. To assist in answering common questions, the Eco-Desk is comprised of a comprehensive phone tree with pre-recorded information. Topics include:

Voice mail box	Topic
99402	Household Hazardous Waste
99403	SQG (Business Hazardous Waste)
99404	Community Toxics Collections
99406	Electronics
99407	Paint
99408	Plastics
99409	SonoMax.org (Sonoma County Materials Exchange)
99410	Recycling Guide
99411	General mailbox
99412	Christmas tree recycling (seasonal mailbox)
99413	Motor oil recycling locations in Cloverdale, Healdsburg, & Windsor
99414	Motor oil recycling locations in Cotati & Rohnert Park
99415	Motor oil recycling locations in Petaluma
99417	Motor oil recycling locations in Roseland (Santa Rosa)
99418	Motor oil recycling in Santa Rosa west of Hwy. 101
99419	Motor oil recycling in Santa Rosa east of Hwy. 101
99420	Motor oil recycling in Sonoma
99421	Motor oil recycling in Sebastopol and the unincorporated area

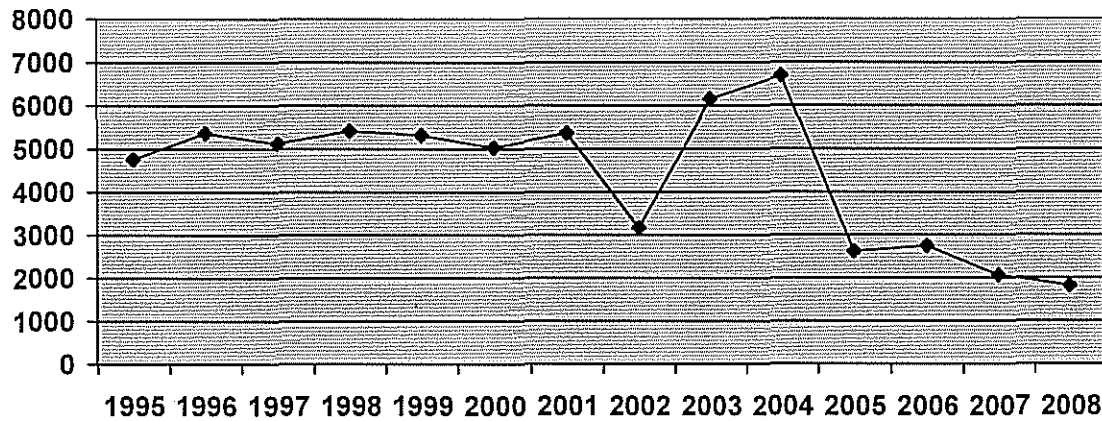
In 2005, the Eco-Desk became a call-back only service where callers are given the option to leave a phone message after listening to pre-recorded information. Calls are returned by the next working business day. Email inquiries received from the web site are also answered.

To compliment the telephone service, Eco-Desk resources are also available on the Agency's web site at www.recyclenow.org via a searchable database.

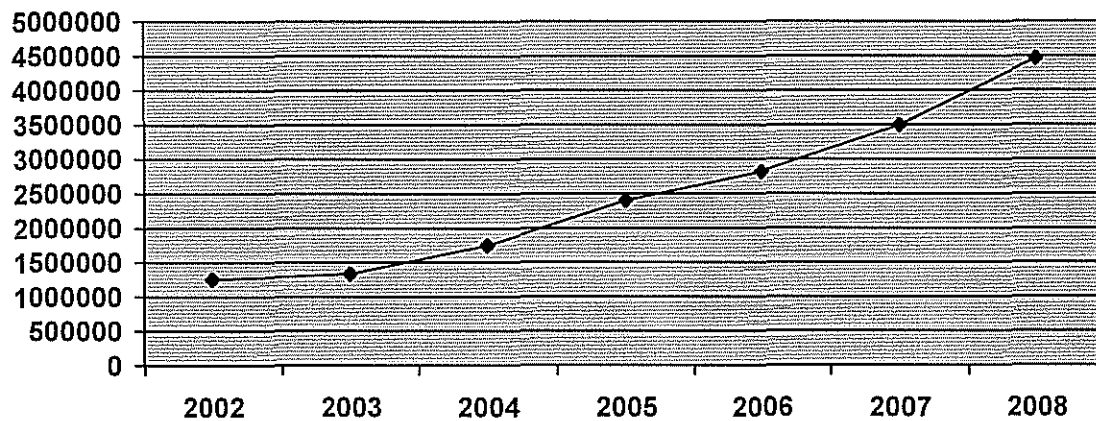
To assist Spanish-speaking Eco-Desk callers, option #2 at 565-3375 transfers callers to a Spanish speaking person.

II. DISCUSSION

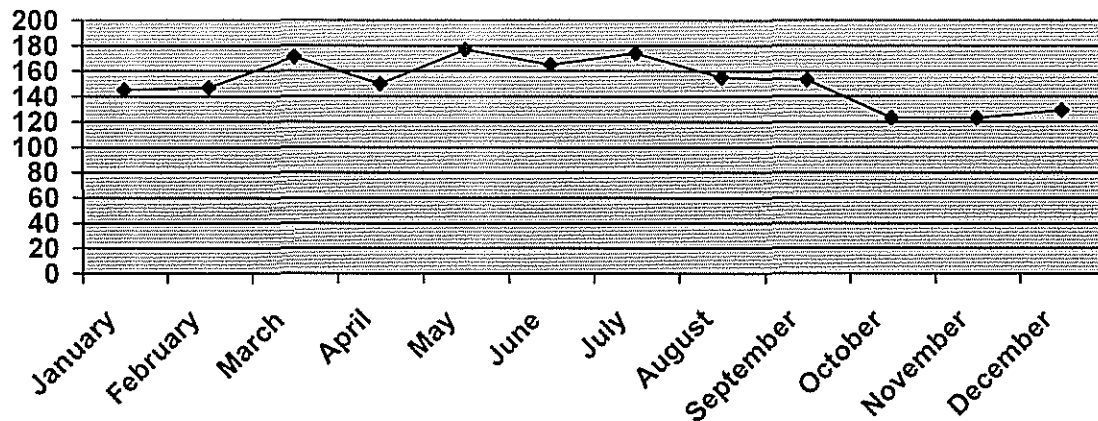
- In 2008, the Eco-Desk received 1,812 calls, representing a 12% decrease from the 2,057 calls received in 2007. The chart shows the number of calls received comparatively since 1995.



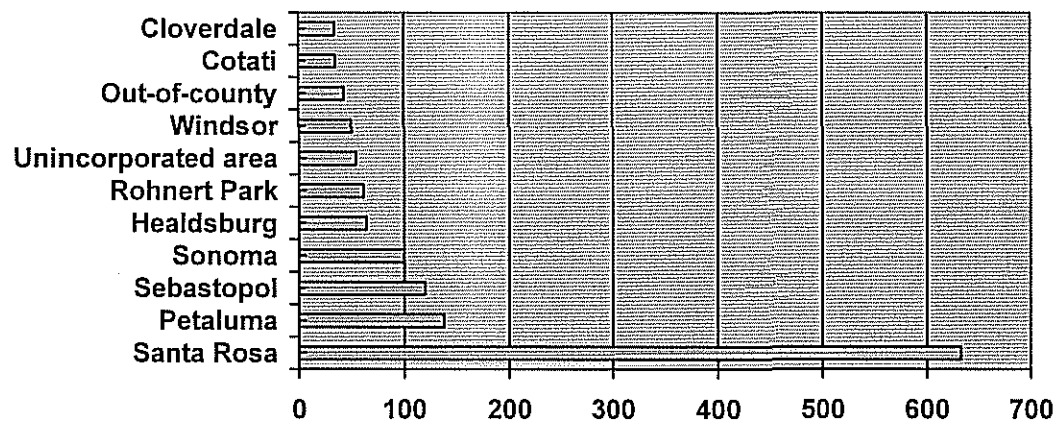
- In 2008, the Eco-Desk web site at www.recyclenow.org received 4,460,993 hits representing a 22% increase from 2007. The chart shows how the web site is increasingly being used to acquire information.



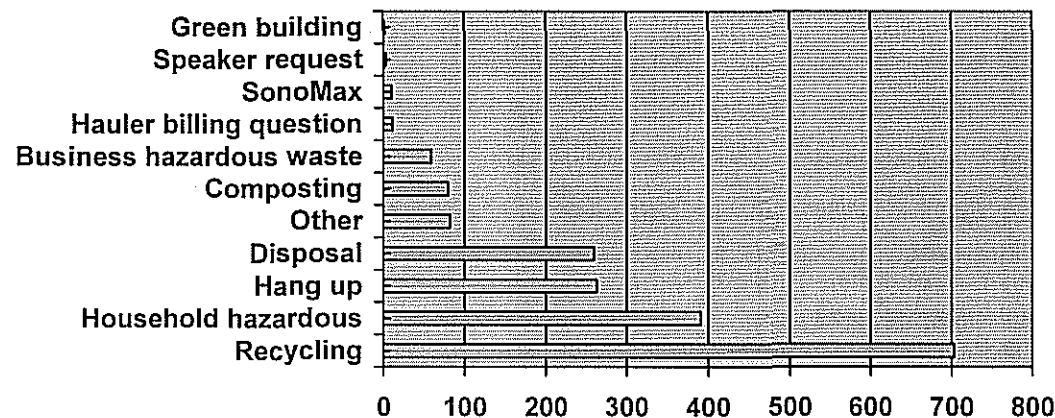
- Analyzing the call data, the volume of calls peaked in May and July possibly as a result of increased outreach at the events in 2008. See chart below:



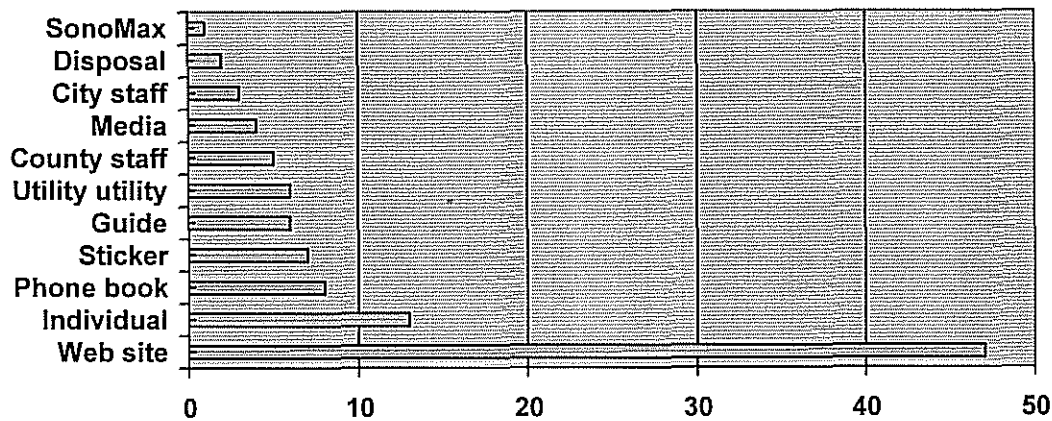
- Santa Rosa and Petaluma generated the greatest number of phone calls. See chart below:



- The majority questions asked by Eco-Desk callers pertained to recycling; followed by household hazardous waste. See chart below:



- Overall, the gender of Eco-Desk callers was split 63% female/37% male.
- Residences generated 80% of calls; businesses generated 19% of calls; schools generated 1% of calls.
- Most Eco-Desk callers were referred from the web site followed by friends/individuals. See chart below:



III. FUNDING IMPACT

This item is informational and there is no funding impact.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

There are no recommendations or actions requested.

V. ATTACHMENTS

Eco-Desk Annual Report 2008

Approved by: 
Mollie Mangerich, Executive Director, SCWMA

Eco-Desk Annual Report 2008

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

Web site visitors to www.recyclenow.org

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
Hits	125,272	275,936	327,016	995,769	465,572	397,725	362,349	284,419	337,045	322,613	#####	264,984	4,460,993
Users	7,236	16,471	19,861	43,627	28,966	25,786	23,812	18,420	19,073	20,208	19,545	18,075	261,080
Days	31	28	31	30	31	30	31	31	30	31	30	31	365
Average hits per day	4,073	9,855	10,549	33,192	15,018	13,258	11,689	9,175	11,235	10,407	10,043	8,548	12,253
Average users per day	233	588	641	1,454	934	860	768	594	636	652	652	583	716

CALL TOTALS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
Calls	145	147	171	150	177	165	174	155	153	123	123	129	1,812
Working days	18	18	23	25	21	24	21	22	20	20	27	27	266
Average per working day	8	8	7	6	8	7	8	7	8	6	5	5	7

CALLS BY CITY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Santa Rosa	50	53	43	58	75	63	60	48	56	40	40	47	633	48
Petaluma	16	9	8	17	12	11	11	11	10	8	13	12	138	10
Sebastopol	8	8	11	10	13	14	18	7	11	8	5	7	120	9
Sonoma	9	15	4	9	7	9	6	14	8	8	6	5	100	8
Healdsburg	6	9	5	7	4	6	8	7	3	1	5	3	64	5
Rehnert Park	6	6	2	6	4	4	7	7	6	4	4	5	61	5
Unincorporated	5	5	7	7	11	5	0	2	0	6	4	2	54	4
Windsor	1	5	8	3	4	8	5	5	5	1	3	2	50	4
Out-of-county	2	2	7	6	13	2	4	2	4	1	0	0	43	3
Colati	6	2	2	3	0	0	7	5	2	1	3	4	35	3
Cloverdale	3	2	1	1	5	6	3	2	2	3	2	4	34	3
	112	116	98	127	148	128	129	110	107	81	85	91	1,332	100

CALLS BY MAILBOX (The phone line the call was received on)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
General Info (99411)	82	89	103	98	111	106	114	101	101	84	71	84	1,144	64
Recycling Guide (99410)	16	9	15	20	17	9	7	13	2	9	7	6	130	7
Plastics (99409)	9	13	12	6	14	11	13	6	8	11	11	4	118	7
Community Toxics Collection (99404)	8	6	7	7	8	8	9	6	16	5	6	6	92	5
Paint (99407)	7	8	9	9	6	7	12	5	8	4	3	2	80	4
Electronics (99406)	5	6	8	4	9	6	8	5	4	5	4	7	71	4
Household Hazardous Waste (99402)	6	6	3	3	5	5	3	7	8	2	11	3	62	3
SonoMax (99403)	2	5	6	3	1	2	1	4	2	1	4	3	34	2
SQG (99403)	1	1	2	0	3	3	0	1	0	0	1	1	13	1
Christmas tree recycling (99412)	5	0	0	0	0	0	0	0	0	0	0	0	11	1
Oil, S.R.-West (99418)	2	1	0	0	2	0	2	1	0	0	1	0	9	1
Oil, S.R. Roseland (99417)	0	0	0	0	0	2	0	2	0	0	2	0	6	0
Oil, S.R.-East (99419)	0	0	1	0	0	0	0	0	1	1	1	0	4	0
Oil, Clov. & Heald (99413)	0	0	0	0	0	0	0	2	0	0	0	2	4	0
Oil, Petaluma (99415)	0	1	0	0	0	1	1	0	0	0	0	1	4	0
Oil, Colati & R.P. (99414)	0	0	0	0	0	1	1	0	0	1	0	0	3	0
Oil, Sonoma (99420)	0	0	0	0	0	0	0	1	1	0	0	0	2	0
Oil, Seb. & Unin. (99421)	0	0	0	0	0	0	1	0	0	0	0	0	1	0
	143	145	166	150	176	161	172	154	151	123	122	125	1,780	100

SUBJECTS (The nature of the question)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Recycling	61	59	66	70	93	77	48	51	46	46	32	52	703	38
HHW	30	38	22	41	30	46	38	34	30	17	33	32	391	21
Hang up	17	15	25	17	27	23	28	25	23	19	22	22	263	14
Disposal	28	20	11	20	7	21	34	23	24	31	24	17	260	14
Other	9	4	11	10	6	8	10	6	11	1	3	3	82	4
Composting	4	4	4	9	0	3	12	15	2	5	8	6	80	4
Business hazardous waste	4	3	5	6	8	11	3	2	6	3	6	2	59	3
Hauler billing or service question	0	3	1	1	5	1	0	0	0	0	0	0	11	1
SonoMax	2	3	0	0	0	0	2	1	0	0	1	1	10	1
Speaker request	0	0	0	0	0	0	0	1	2	0	0	0	3	0
Green Building	1	0	1	0	0	0	0	0	0	0	0	0	2	0
	156	149	146	174	184	190	175	158	146	122	129	135	1,864	100

GENDER OF CALLER

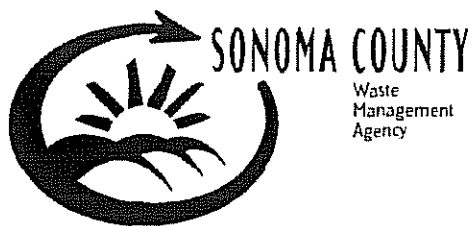
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Female	72	79	84	80	92	98	96	78	88	68	54	65	954	63
Male	46	52	54	52	60	60	48	51	44	32	44	37	570	37
	118	131	138	132	152	148	144	129	132	100	98	102	1,524	100

CALL TYPE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Residential	89	94	107	108	125	110	96	113	103	78	54	65	1,143	80
Business	19	16	18	18	10	23	48	10	14	8	44	37	265	19
Institution	1	3	0	4	1	0	0	2	3	2	0	0	16	1
	109	113	125	130	137	133	144	125	120	88	98	102	1,424	100

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
WWW	6	10	4	5	3	9	7	6	8	5	3	2	67	47
Individual	1	2	3	2	1	1	2	1	0	2	2	1	18	13
Phone book/AT&T Yellow Pages Recy Gul	0	0	0	1	1	1	3	2	1	0	1	1	11	8
Sticker	0	0	2	0	1	1	1	1	1	1	1	1	10	7
Guide	0	0	4	0	0	3	0	0	0	0	1	1	9	6
Utility bill insert	1	0	1	0	0	0	3	1	0	0	2	0	8	6
County staff	0	1	2	1	1	1	0	0	1	0	0	0	7	5
Media	0	0	0	0	2	0	0	0	2	0	0	2	6	4
City staff	1	0	1	0	0	0	0	0	1	0	0	1	4	3
Disposal Site	0	1	0	2	0	0	0	0	0	0	0	0	3	2
SonoMax	0	0	0	0	0	0	0	0	0	0	0	1	1	1
	9	14	17	11	9	16	16	10	14	8	10	10	144	100



Agenda Item #: 7.1
Cost Center: All
Staff Contact: Mangerich
Meeting Date: 1/21/2009

ITEM: FY 09-10 Work Plan

I. BACKGROUND

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

The FY 09-10 Work Plan includes the Organics Program (Wood Waste and Yard Debris cost centers), the Surcharge cost centers (HHW, Education, Diversion and Planning), and a section on General Administration. The headings for the Work Plan include contractor cost, staff cost, the goal or justification for the program/project, and a schedule for the program or project, as well as the routine work that is done on a regular basis.

II. FUNDING IMPACT

There is no direct funding impact of the Work Plan. The FY 09-10 Work Plan is informational and used for planning purposes and to complement the proposed FY 09-10 Draft Budget.

For planning purposes, new projects have been included in the Work Plan. These are shaded with gray.

III. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends adoption of the FY 09-10 Work Plan as a guide for the FY 09-10 Budget.

IV. ATTACHMENTS

FY 09-10 Work Plan

Approved by: 
Mollie Mangerich, Executive Director, SCWMA

FY 09-10 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
Organics (Wood Waste and Yard Debris)						
1.1	Composting Program	Manage contract for composting operation, reconcile and process monthly invoices for payment. Process revenue sharing and product allocations.	\$2,834,315 (FY 08-09) \$2,863,531	\$35,419	Major diversion program in ColWMP, contract adm.	Monthly
1.2	Food Waste Education	Support residential and commercial pilot food waste collection programs as needed. Support Sonoma Compost Company in educating retailers and the public that compostable bags/cutlery are considered a contaminant with municipal yard debris (e.g. utility bill inserts, garbage company newsletters, Recycling Guide, etc.).	\$5,000 (FY 08-09 material estimates)	\$17,758	Provide recycling information to all County residents and businesses in the ColWMP	Ongoing
1.3	Christmas Tree Recycling	Provides education to the public about Christmas tree recycling options. Coordinate with local non-profit organizations to provide convenient Christmas tree composting. Establishes drop-offs at public sites.	\$0	\$7,000	Diversion program that adds organic feedstock	December and January, Annually
	Total	Program changes include increased efforts to promote veggies composting.	\$2,839,315	\$60,177		
	Prior Year	FY 08-09	\$2,887,531	\$110,260		
Household Hazardous Waste						
2.1	HHW Collection Program	Manage contract for collection of hazardous waste from residents and CESQG (businesses) at the Household Toxics Facility (HTF), Community Toxics Collections (CTC), and Toxics Rover. Provides education resources for the program as needed. Review proposals for new HHW Contract to be in place by January 6, 2010.	\$1,200,000 (FY 08-09 \$1,400,000)	\$46,799	Comply with regulations, in the ColWMP, contract administration/oversight	Ongoing

FY 09-10 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
2.2	E-waste Collection at Disposal Sites- CEW/UWED's (Partially funded by State)	Covered Electronic Wastes (CEW and UWED's) are accepted at all of the County disposal sites for recycling. This program accepts electronics that are defined as hazardous waste. This program is subsidized by the State through the Electronics Recycling Act of 2003. State subsidy is based on pounds received for recycling. The Agency funds the e-waste packaging operations.	\$78,000	\$10,916	Required by regulation, contract administration/oversight	Ongoing
2.3	Oil & Filter Recycling (Grant funded)	This program includes a wide variety of efforts from reporting and auditing to collection and education. Actual projects vary year to year depending on grant levels.	\$65,325 (Grant Funded) \$136,178 for FY 08-09	\$10,916	Required by regulation, contract administration and oversight	Ongoing
2.4	Spanish Language Outreach (62.5% funded from used oil grant)	Outreach to Spanish speaking residents about used motor oil and disposal of hazardous waste employing social based marketing strategies including call-in radio, telephone, events, labor group talks, etc.	\$15,000 (CIWMB Grant Funded 14th Cycle)	\$3,500	In the ColWMP, contract adm.	Evaluate in June '09 (Consultant contract expires June 30, 2010)
2.5	303 Reporting	The State requires reporting and quantification of HHW collection efforts annually.	\$0	\$9,416	Required by regulation. Admin / oversight	November '09
2.6	California Product Stewardship Council (CPSC)/Product Stewardship Institute (PSI)	Participate in statewide and national Extended Producer Responsibility efforts.	\$4,000 (materials estimate)	\$27,248	EPR Implementation Plan	Ongoing
2.7	Extended Producer Responsibility (EPR) Education and Outreach	The education theme for 2009 will be EPR. Agency staff produces educational materials to reflect local take-back opportunities, etc.	\$3,000	\$19,417	Provide recycling information to all County residents	Ongoing

FY 09-10 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
2.8	Ewaste recycling events	A contractor conducts electronic recycling events under contract with the Agency. Staff provides supports for coordination, advertising and administration of the contract. This program accepts electronics that are defined as hazardous waste. This program is subsidized by the State through the Electronics Recycling Act of 2003. State subsidy is based on pounds received for recycling.	\$12,000 (FY 08/09 State subsidy back to Agency estimate-\$25,500)	\$12,916	Provide recycling information to all County residents	Consultant contract expires in June 2010
	Total		\$1,377,325	\$141,128		
	Prior Year	FY 08-09	\$1,520,000	\$127,940		
Education						
3.1	Recycling Guide	Develop annual 32-page guide for recycling, reuse and hazardous waste disposal options in Sonoma County. Distribution of 322,500 in the AT&T Yellow Pages phone book plus 20,000 additional copies.	\$63,000	\$32,064	Provide recycling information to all County residents and businesses/ in the CoIWMP	December 2009 to April 2010
3.2	Eco-Desk	Telephone and email response to questions from the public on recycling, disposal and hazardous waste. Update resources annually. Research as needed.	\$0	\$26,733	Provide recycling information by phone to all County residents and businesses/ in the CoIWMP	Daily
3.3	Spanish Language Outreach (37.5% funded from education)	Outreach to Spanish speaking residents about recycling issues employing social based marketing strategies including call-in radio, events, labor group talks, etc. Agency staff manages the contract and provides support as needed (e.g., Eco-Desk Spanish reports).	\$9,000	\$5,733	Provide recycling information in Spanish/ in the CoIWMP contract adm.	Evaluate in June '09 (Consultant contract expires June 30, 2010)
3.4	Grants	Grants are an excellent opportunity to expand the Agency's programs and to encourage local nonprofits to develop programs that meet the goals of the	\$0	\$19,007	Leverage limited Agency resources with grants and local partnerships	As available

FY 09-10 SCWMA Work Plan

		Agency.				
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
Education (con't)						
3.5	Web site www.recycle now.org	Update the web site contents and programming structure. Agency staff prepares the wireframe, graphics and content. The County Information Systems Department (ISD) programmed the site which will be housed on the County of Sonoma server. Agency staff, with assistance from ISD is responsible adding new pages as needed and for maintenance.	\$5,000 (FY 08-09 \$30,000 for design)	\$16,233	Communicate recycling information using the web (in the ColWMP)	Ongoing
3.6	SonoMax.org	The SonoMax.org (Sonoma County Materials Exchange) on-line exchange advertises business discards. Emails are emailed bimonthly to list serve members. Currently a private company provides internet hosting for the site, in FY 09/10 ISD will be asked to assume responsibility for web hosting.	\$4,200	\$7,233	Reduce business waste through reuse and recycling (in the ColWMP)	Ongoing
3.7	SonoMax.org Publicity Grant RU 11	Funded by a CIWMB Reuse Assistance Grant, the grant term is from Dec 8, 2007 to November 30, 2009. Activities include: SonoMax fliers, Building Materials Reuse Guides, utility bill inserts, exhibits, mailings, presentations, print ads and radio.	\$11,000 (CIWMB grant funded. The total amount awarded is \$16,700. Some of this money was expended in FY 08/09)	\$9,500	Reduce business waste through reuse and recycling (in the ColWMP)	Grant expires Nov 2009
3.8	Green Building	Staff maintains the Agency's Green Building Products Showcase and participates as needed on the Build It Green Public Agency Council and other similar efforts.	\$0	\$4,500	Reduce waste and increase recycled product purchasing (in the ColWMP)	Ongoing

FY 09-10 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
Education(con't)						
3.9	Home composting education (UCCE contractor)	In order to reduce organic waste going to landfill and reduce the Agency's compost program costs, the Agency has supported an educational program teaching home composting through the Master Gardeners.	\$16,660	\$6,233	Reduce organics being landfilled and compost program costs/ in the CoIWMP,	Ongoing
3.10	Green Purchasing	In order to be eligible for grant applications from the State of California, and to encourage "closing the loop" purchasing, the Agency has developed a recycled-content procurement policy. Staff assists the jurisdictions' purchasing departments in tracking and their recycled content purchases.	\$0	\$3,000	Implement and monitor green purchasing policies to assure eligibility for grant applications	Annual grant applications, ongoing implementation efforts
3.11	Green Business	This business recognition program encourages environmental stewardship. This voluntary program is aimed at reducing energy and water use, as well as waste reduction and pollution prevention. Staff will verify the waste reduction checklists for this program	\$0	\$7,693	Increase business recycling and waste reduction (In the CoIWMP)	Ongoing

FY 09-10 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
Education (con't)						
3.12	Outreach Partnerships Environmental Discovery Center BEA BayROC Community Pulse	The Agency provides funding and some staff support to four organizations: the Environmental Discovery Center (EDC), the Business Environmental Alliance (BEA), the Bay Area Recycling Outreach Coordinator (BayROC) and the Community Pulse project. The contribution to the BEA helps support a part-time position to coordinate the Sonoma Green Business Program and the Recycling Market Development Zone (RMDZ) program for with the BEA is the Zone Administrator for Sonoma/Mendocino/Lake counties. This effort promotes recycling and waste diversion beyond the range of other Agency operations. Staff time is required to provide assistance and monitor the performance of outreach partners.	EDC \$5,000 EDB - \$5,000 BayROC - \$3,000 Community Pulse - \$5,000	\$9,733	Expand Agency outreach to children/students (EDC) and businesses (BEA) as well as the general public (Community Pulse)	Ongoing
3.13	Fairs	The outreach theme for 2009 is E-waste and SonoMax.org The outreach theme for 2010 is EPR. Staff designs and coordinates the exhibit and related educational materials, staffs the exhibit, and pays registration fees.	\$6,000	\$20,237		
3.14	Schools grant program	Administer Board directed school grant projects	\$5,000	\$6,004		
	Total		\$132,860	\$173,903		
	Prior Year	FY 08-09	\$198,361	\$166,200		

FY 09-10 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
Diversion						
4.1	Beverage Container Recycling (Grant funded)	<p>Grant money from the State Dept. of Conservation (to further the recycling of beverage containers), awarded to all member jurisdictions, is consolidated at the Agency, and spent regionally, including:</p> <ul style="list-style-type: none"> Placing and servicing recycling bins in city and County parks Providing bin design and signage as needed Providing bins for local schools Funding disposal expenses for the Roadside Community Cleanups Education and Outreach 	\$120,000 (includes estimated vendor/supplies)	\$18,453	Make recycling bins convenient for public consuming containerized beverages at events and outdoors	Annual report and ongoing support
4.2	Large Venue and Event Recycling	<p>Large venues/events serving 2,000+ paid attendees per day are required to have a recycling plan and provide recycling. The Agency is required to report on results. Tasks include:</p> <ul style="list-style-type: none"> Identify top 10% of large events/venues. Analyze waste/recycling amounts at venue/event. Assist w/development of recycling plans. Notify building/planning departments about requirement for adequate storage for collecting/loading recyclables. Provide education materials to distribute with permit applications. 	\$0	\$11,134	Reduce waste going into landfills from events/ State reporting requirements pertaining to large public gatherings	Annual report to CIWMB, ongoing efforts

FY 09-10 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
Diversion (con't)						
4.3	Sonoma/ Mendocino/ Lake Counties Recycling Market Development Zone (RMDZ)	Provides support to the Economic Development Board as needed as they function as the Zone Administrator for the RMDZ program.	\$0	\$4,823	RMDZ support for local economic development, create jobs	Ongoing
	Total		\$120,000	\$34,410		
	Prior Year	FY 08-09	\$150,000	\$23,350		
Planning						
5.1	AB 939 Reporting Requirements	Annual Report writing consists of: <ul style="list-style-type: none"> Collect and enter data from: the haulers, transfer stations, Central Landfill, out-of-county landfills, biomass facilities, large venues/events, HHW program. Update text description of programs. Submit report to Calif. Waste Board (CIWMB). Prepare diversion report cards for each city. 	\$0	\$15,140	Compliance with State regulations	2008 Annual Report due August 2009
5.2	Environmental Document Comments	Staff comments on the waste issues related to CEQA documents.	\$0	\$5,187	Most relevant local government agency to comment on solid waste issues.	Ongoing

FY 09-10 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
5.3	Revise Countywide Integrated Waste Management Plan (ColWMP)	<p>SCWMA is responsible for the ColWMP. Ongoing tasks: any additions or updates to the Non-Disposal Facility Element.</p> <ul style="list-style-type: none"> Periodic tasks: As required by law, the ColWMP must be reviewed every 5 years for applicability. Though much of the review is to be performed by the LTF members, staff will have a supporting and administrative role in this review. 	\$0	\$13,393	Ensure the ColWMP is accurate, current, and in compliance with all relevant laws	Ongoing
	Total		\$0	\$33,720		
	Prior Year	FY 08-09	\$0	\$29,150		
General Administration						
6.1	Agency Meetings	<ul style="list-style-type: none"> Prepare agendas/packets Attend meetings Research, document development Prepare and file minutes, resolutions, agreements 	\$0	\$63,689	Administration of Agency operations	Ongoing
6.2	SCWMA Financial Management	<ul style="list-style-type: none"> Approve invoices/journal vouchers Prepare financial statements to Board Prepare budget and facilitate approvals Respond to audits (internal and external) 	\$0	\$32,790	Administration of Agency operations	Ongoing
6.3	Sustainable Funding	<ul style="list-style-type: none"> Begin implementation of establishing an alternative method of funding for SCWMA - based on results of FY-08-09 RFP Begin 218 Notification and adoption of Ordinance 	\$0	\$47,080		

FY 09-10 SCWMA Work Plan

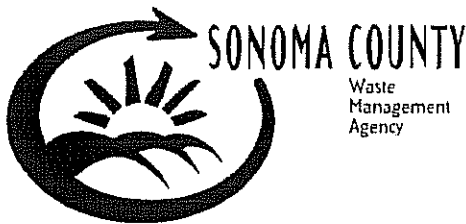
	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
6.4	Monitoring legislation	Examine recent and pending legislation relevant to current and projected Agency projects	\$0	\$14,800	Board direction	Ongoing
	Total		\$0	\$157,859		
	Prior Year	FY 08-09	\$0	\$71,125		
Organics Reserve						
7.1	New Compost Site	Environmental document completed using existing FY 07/08 funds. Requested amounts will allow staff to issue an RFP for permitting site design, and site operator. Site purchase to occur in 09-10 FY, though the amount is too speculative to include in this plan.	\$200,000 (FY 08-09 \$200,000)	\$41,847 (FY 08-09 \$35,000)	In the ColWMP	Complete by 2010
HHW Facility Reserve						
8.1	Household Toxics Facility Expansion	Use HD 16-F grant funds to expand the existing HHW facility to process more HHW.	\$175,000 (FY 08-09 \$150,000)	\$38,666 (FY 08-09 \$20,000)	Recommended in HHW Program Benchmarking and Program Evaluation	Complete by 2010

FY 09-10 SCWMA Work Plan

	Program	Program Description	Contractor Cost	Staff	Goal/Justification	Schedule
County Projects						
A	Keep Sonoma Clean project (CIWMB grant funded)	Manage publicity contract for campaign to help prevent illegal dumping activities in Sonoma County.	\$0	\$10,500		Anticipated completed by 2010
B	Disposal Site support	Assist as needed with education efforts including signage, fliers, fee schedules, information requests, etc.	\$0	\$9,765	Requests by County staff	
C	Treated Wood Waste Collection	Manage County's Treated Wood Waste Contract for material collected through County's Load Check Program.	\$0	\$1,200		
D	AB 939 Local Task Force (LTF)	Provide staff support and administrative functions, as needed, to the AB 939 Local Task Force.	\$0	\$19,530	Agency staff has historically provided this service.	Ongoing
	Total		\$0	\$40,995		
	Prior Year	FY 08-09 County tasks were not included as a separate category.	\$0	\$0		
	Grand Total		\$4,844,500	\$722,705		
	Prior Year	FY 08-09	\$5,125,892	\$588,025		

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Shaded areas represent new programs for this fiscal year.



Agenda Item #: 7.2
Cost Center: All
Staff Contact: Mangerich
Agenda Date: 1/21/2009

ITEM: RFP for Alternate Funding Consultant

I. BACKGROUND

Currently, the Agency's programs are funded through a surcharge on the tipping fee charged on the disposal of solid waste. The disposal rate has been decreasing in recent years; therefore the surcharge tipping fee has decreased as well. A Board ad hoc committee to explore funding options was formed in March 2006 and several options were developed. After considerable discussion, the Board decided to maintain the tipping fee surcharge for the time being.

In August of 2006, the Local Task Force recommended the Agency develop an Agency administered direct funding mechanism. The Board directed staff to bring back a preliminary proposal with options for implementation of an Agency Program Fee ("Fee") that would be equivalent to the current revenue generated by the surcharge on the tipping fee.

In October of 2006, the Board discussed the Agency's legal authority to adopt and implement a Fee. Limitations and methods for collection of the Fee were discussed. After exploring several options, the Board expressed an interest in a fee based on the quantity of solid waste disposed that would be imposed on haulers via an Agency Ordinance. It was decided that staff should meet with the haulers to discuss any of their concerns.

On November 14, 2006, staff held a meeting with all Sonoma County haulers, including the independent debris box business owners. The haulers' concerns were addressed and passed on to the Board members. At the December 2006 Board meeting, the Board decided to continue with the tipping fee surcharge for the FY 07-08 fiscal year.

In May and June of 2008 the Board revisited the issue of an alternative funding source, or Fee, for the Agency. The Board gave staff direction to develop a formula that could take into account population as well as tonnage. If the Board wants to use the authority of Section 40191 of the Public Resources Code to adopt a Fee, a requirement of the statute is that the Fee be based on the "types or amounts of solid waste". While it may be possible to develop an overlay of population as a component of the Fee, the major Fee component must be the amount of solid waste. The definition of "solid waste" from Section 40191 of the Public Resources Code includes recyclables, and wood and yard waste. Hazardous waste is not included in the definition of solid waste. Basing the Fee on the amount of solid waste, as defined by the Public Resources Code, will result in a more accurate calculation and a sustainable method for funding the programs provided by the Agency.

While the Agency may require by ordinance that haulers, including debris box haulers, collect and remit the Fee to the Agency, the Fee is actually imposed on those receiving the Agency's services. Since the Fee will be equivalent to the current revenue generated by the surcharge on the tipping fee, there will be no net change to the garbage bills.

The Board may include an automatic CPI increase or indexed adjustment to the Fee. The Agency's noticing procedure for the Program Fee ordinance should comply with the requirements of Prop. 218. The cost of noticing may be recouped as a part of the Fee. The Fee schedule may be adopted via resolution instead of being included in the ordinance.

II. DISCUSSION

Staff was directed to bring a Request for Proposal for a financial consultant, with technical expertise in solid waste management systems, to develop a model of the cost formula that would be used to implement the Fee. The RFP includes a Scope of Work for the consultant and a draft agreement. The proposed term of the agreement is one year.


With Board approval, the RFP would be distributed by January 23, 2009 with the proposals being due back to Agency staff for review on February 27, 2009. Staff would bring back the negotiated financial consultant professional services agreement to the Board on April 15, 2009 for approval. With the term being one year, this would allow for the process of implementation of the Agency Program Fee to be incorporated within the planning and adoption of the FY 10-11 Budget.

III. FUNDING IMPACT

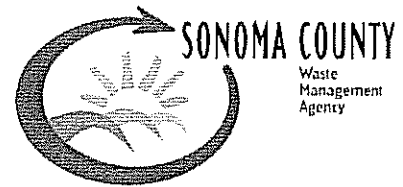
Staff recommends the financial consultant agreement would not exceed \$70,000. An appropriation transfer could be necessary depending on the final negotiations. The funding source would be the Contingency Reserve.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Authorize staff to move forward with issuing the RFP for a financial consultant, with technical expertise in solid waste management systems, to develop a Program Agency Fee that would be equivalent to the current revenue generated by the surcharge on the tipping fee.

Approved by: 

Mollie Mangerich, Executive Director, SCWMA



SONOMA COUNTY WASTE MANAGEMENT AGENCY

**"Development of Program Fee and Companion Financial Model for
the Sonoma County Waste Management Agency"**

REQUEST FOR PROPOSALS (RFP)

Proposals due 3:00 p.m. on February 27, 2009

Submit proposal to:
Mollie Mangerich, Director
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

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A. BACKGROUND AND PROJECT DESCRIPTION

1. Definitions

This section contains definitions that are used throughout this RFP.

AGENCY:	The Sonoma County Waste Management Agency, the joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within the county: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma and Windsor.
COUNTY	The local government entity responsible for providing governmental services to the unincorporated areas within the county geographical boundaries.
Construction & Demolition (C&D) DEBRIS	Rubbish resulting from construction, demolition or alteration of any building or structure, including, but not limited to, sheetrock, rebar, concrete, brick, mortar, wood and glass.
DEBRIS BOX	Any container utilized for the accumulation of source-separated materials with the exclusion of yard debris.
HAULERS:	Companies whose business operations include the collection and hauling of solid waste, construction and demolition debris, organics and recyclables.
JURISDICTION:	One of the members of the Sonoma County Waste Management Agency.
PROGRAM FEE:	Fee established by the AGENCY Board of Directors based on the generated solid waste as defined by the California Public Resource Code to include municipal solid waste, organic waste and material that can be recycled.
PROPOSER:	The legal entity who has signed and delivered a Proposal in response to this Request for Proposals form.
RFP:	This Request for Proposals and attachments.
SOLID WASTE	Shall mean "solid waste" as defined in Section 40191 of the California Public Resources Code and includes material collected for "recycling" as defined in Section 40180 of the California Public Resources Code.
SONOMA COUNTY	The name given to the geographical boundary defining the 1,768 square miles within this northern California county.
SONOMA	The incorporated city of Sonoma, CA.
STAKEHOLDERS:	Local governments, waste-hauling companies, organizations and concerned citizens who have an interest in the continued funding of AGENCY programs and activities.
SUBCONTRACTORS:	Includes any or all third parties identified by a Proposer in its response to this RFP.
YARD DEBRIS	"Yard debris" means and includes those materials generated during the maintenance and upkeep of lawns, gardens and other

landscaped areas. Specific materials include, but are not limited to, leaves, grass clippings, pine needles, hedge and tree trimmings, wood debris and other similar vegetative material

2. Background

The Sonoma County Waste Management Agency ("AGENCY") was created under a Joint Powers Agreement (JPA) between the County of Sonoma and the nine incorporated jurisdictions within Sonoma County; the Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma and the Town of Windsor. The primary responsibility of the AGENCY is to develop programs to handle household hazardous waste, wood waste and yard waste generated in Sonoma County and to provide for public education for waste management issues pursuant to the requirements of AB 939, the Integrated Waste Management Act of 1989.

Since its inception, the funding source for the AGENCY has been a surcharge placed on the tipping fee collected by the County of Sonoma ("COUNTY")-owned transfer stations and the central disposal site. The AGENCY's solid waste surcharge fee is collected by the County of Sonoma ("COUNTY") and is transferred to the AGENCY to fund all Agency Programs with the exception of wood and yard waste programs which are separately funded. The fees collected for wood and yard waste are not involved in the development of the AGENCY'S PROGRAM FEE.

3. Existing Conditions

The AGENCY's solid waste surcharge fee has been increased over time (from \$1.00/ton to \$5.40/ton) to fund AGENCY programs and adjust for decreasing tonnages entering the COUNTY'S solid waste facilities. Decreased tonnages are due to: a) increased waste reduction and recycling efforts; b) varying economic conditions and c) lack of enforceable flow control of waste to COUNTY facilities. AGENCY revenues are tied to tonnages disposed, yet due to successful implementation of AB 939 diversion programs, more recycling and waste reduction efforts are witnessing success – with the contrarian result of the AGENCY operating on an unsustainable funding model. Significant decreases in waste tonnage disposed at County sites has required the AGENCY to look at alternative funding methodologies in order to maintain and develop Agency programs as mandated by AB939.

The AGENCY's Board of Directors has authorized approval of a study and recommendation which converts the current surcharge fee on solid waste tipping fee of \$5.40/ton – at the point of disposal – to one based on the quantity (i.e., volume) of solid waste, organics and recyclables set out for collection, or self-hauled for disposal within Sonoma County. An equivalent "per container fee" will need to be developed, and that will not result any net increase to the \$5.40/ton that is currently collected.

The AGENCY's legal counsel has advised the Board of Directors in order to use the authority of Section 40191 of the Public Resources Code to adopt a Fee; a requirement of the statute is that the Fee be based on the "types or amounts of solid waste defined by Section 40191 of the Public Resources Code and includes material collected for "recycling" as defined in Section 40180 of the California Public Resources Code.

In order to convert the current surcharge on the tipping fee to a PROGRAM FEE based on the quantity (i.e., volume) of solid waste, organics and recyclables set out for collection, or self-hauled for disposal within Sonoma County, it will be necessary to carefully identify the municipal solid waste sectors and their respective collection systems.

For the purpose of general identification, the four municipal solid waste sectors and respective collection systems within SONOMA COUNTY are defined as follows:

- **Commercially collected residential waste** – waste collected by a waste-hauling company from single-family and multi-family residences. Almost all waste collection vehicles are automated. Weekly garbage service is provided to customers. Included in the fee for garbage service is a weekly curbside recycling "single-stream" program and weekly green waste service. There are added charges for extra garbage. Loose material is not collected

Residents may typically choose from 20, 32, 68, or 95-gallon rolling carts for garbage. Residents may choose from 32, 68, or 95-gallon rolling cart for their recyclables. Residents are typically provided a 95-gallon rolling cart for green waste.

- **Commercially collected commercial waste** – waste collected by a waste-hauling company from businesses, institutions, and public venues. Commercial waste is typically collected in packer trucks, front load trucks, or tilt frame trucks.

Collection Bins are typically offered in 2, 3, 4 and 6-cubic yard sizes. Collection is typically offered up to six days per week. Small generators may subscribe to weekly cart service. Fees are usually based on size of container and frequency of collection and will vary among licensed haulers, and between separate solid waste license and/or franchise agreements.

Larger Debris Boxes are typically offered in 15, 20 and 30 cubic yard sizes. Compactors may also be available. Fees are usually based on size of container, frequency of collection and disposal fees. Fees will vary among licensed haulers, and between separate solid waste franchise agreements.

Self-hauled waste – waste that is brought to the COUNTY-owned solid waste facilities by Sonoma County households or businesses.

Licensed haulers - a person or business entity that has been issued a license pursuant to the COUNTY Code, Chapter 22, by the COUNTY Board of Supervisors, to collect and haul refuse for hire, exclusive to the unincorporated portions of SONOMA COUNTY and/or entered into a non-exclusive franchise agreement, or other agreement with a JURISDICTION to provide debris box services.

B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

1. Description of Consultant Firm Needed

AGENCY is requesting proposals from interested environmental consulting firms with expertise in financial analysis, solid waste management systems and operations, financial model development, and experience in serving municipalities and/or joint powers authorities responsible for solid waste management and diversion programs as defined by AB 939.

The PROPOSER is expected to have the technical and organizational expertise necessary to work competently with various stakeholder groups; facilitate meetings; provide professional presentations that are technical in nature (performing revenue/cost projections and financial analysis), yet comprehensible to a variety of policy-setting and non-technical audiences.

The PROPOSER will work with AGENCY staff, haulers, and legal counsel as necessary, to identify all the quantitative and qualitative inputs to be used in the analysis, in order to recommend the correct assumption(s) to use for incorporating these inputs into the financial analysis necessary for development of a PROGRAM FEE and development of a Financial Model.

2. Scope of Services

The Scope of Services shall include a detailed description of all tasks and subtasks to be performed including: an estimate of personnel-hours associated with each task and subtask, project team personnel assigned to each subtask, and a timeline of expected completion of tasks.

Over the course of the contracted work, the Consultant will review each Project Task with Agency staff, and legal counsel as necessary, to ensure agreement on project design, inputs and assumptions. Proposers should review the description of each of the Project Tasks, and make recommendations for adjustments, as considered necessary, for improvement of overall project. All meetings will have minutes generated by the Consultant, and provided to the Agency for review, comments and further recommendations, if necessary.

Project Task One: Meetings

The consultant shall attend and coordinate with AGENCY staff on the following meetings and presentations that may be with a variety of stakeholders – both public and private sector – for the purpose of providing solid waste and financial consulting services for development of an AGENCY PROGRAM FEE and development of a companion Financial Model in which to demonstrate various fee designs and impacts. This list of meetings is provided as a minimum. The PROPOSER shall provide any changes or additions to this list, as they deem

necessary for the successful outcome of the project.

- Kick-off meeting, at which program roles, goals, tasks and related details are discussed;
- Meeting with haulers, JURISDICTIONS as requested, and AGENCY staff to gain input and information about development of AGENCY PROGRAM FEE;
- Meeting with AGENCY staff, legal counsel, and other stakeholders as deemed necessary, to present financial analysis and draft Financial Model;
- Presentations to the AGENCY Board of Directors meetings as necessary and/or requested;
- Upon request, attendance at AGENCY Board of Director meetings, in order to provide information and findings of study;
- Attend other necessary public meetings as identified by AGENCY staff;
- Presentations to individual jurisdictions of the AGENCY as necessary or requested.

Project Task Two: Further identification and verification of solid waste service providers and service systems.

PROPOSER shall work with AGENCY staff as necessary to assess and update the categories of solid waste collection business, & solid waste collection systems (method of collection, type of container) used by them (as preliminarily outlined within the RFP in Section A.(1.) in SONOMA COUNTY.

Project Task Three: Work with STAKEHOLDER groups.

PROPOSER shall work with AGENCY staff and haulers to discuss development of PROGRAM FEE. Discussion with the HAULERS shall include, but is not limited to concerns which have previously been identified as, a) incurring administrative costs, b) concern about potential double charging for "certain debris box operations"; c) sorting issues if recycling debris boxes contained solid waste; and d) difficulty in using a volume measurement because the haulers base their calculations on weight.

PROPOSER shall work with AGENCY staff and individual HAULERS to determine the number and types of accounts in order to configure and distribute a cost per container and waste category, equivalent to current solid waste tip fee surcharge. AGENCY staff will provide the PROPOSER with current collection service contracts of licensed/franchised solid waste HAULERS in order to further analyze charges, rates, indices, and any adjustments to service rates (e.g., RRI [refuse rate index] adjustments; CPI [consumer price index] adjustments).

Project Task Four: Delivery of proposed methodology and application of a PROGRAM FEE for review by AGENCY staff and legal counsel.

Project Task Five: Development of draft Financial Model demonstrating transference of current solid waste tip fee surcharge into a PROGRAM FEE.

PROPOSER shall develop a Financial Model by which the AGENCY and its JURISDICTIONS may use to interpret and validate the results of the project. The AGENCY may also use the model to fine tune scenarios as additional information is available. The AGENCY does not expect the development of sophisticated modeling software nor computer software program. An electronic copy of the spreadsheets or tables & formulas that were used for analysis is acceptable.

The Financial Model should have emphasis on overall AGENCY financial viability and sustainability. The model should be prepared as a stand-alone document/spreadsheet with a complete table of contents, a complete outline and discussion of each element/option, and provide for a financial matrix of scenarios, as appropriate, and if requested.

The approach should show allocation of the current solid waste tip fee surcharge across the residential, commercial, non-franchised haulers and licensed waste hauler sectors, and others as identified through the study. The model should demonstrate the application of various fee designs on each of the JURISDICITONS solid waste ratepayers, self hauler and commercial/independent HAULERS. The PROGRAM FEE should be equivalent to the current revenue generated by the surcharge on the tipping fee.

The Financial Model should incorporate the concept of Pay-As-You-Throw (PAYT) - also known as unit pricing or variable-rate pricing - based on the amount of solid waste disposed of; the amount of yard debris diverted towards

composting (not land filled); and amount recycled.

The Financial Model and narrative should also provide and demonstrate methodologies by which the PROGRAM FEE could be indexed or adjusted to either HAULERS' franchised/ licensed agreements (as percentage of collection bill), or consumer use fee charge, or other computation.

Project Task Six: Final Report and Financial Model

The final report will include at a minimum the following information:

- a) Executive Summary
- b) Table of Contents
- c) Introduction
- d) Background/Context
- e) Major Assumptions
- f) Fee Scenarios
- g) Timeframes
- h) Financial Model (details to include financial modeling inputs and assumptions, and other analysis as necessary)
- i) Discussion of Results
- j) Evaluation of the Sufficiency of the PROGRAM FEE
- k) Conclusions and Recommendations

C. PROPOSAL SUBMITTAL

1. **Form:** All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile or emailed proposals will be accepted.

- a) Proposers must submit one (1) electronic copy burned to CD, one (1) signed original, and four (4) copies of the signed proposal by February 27, 2009. Proposals must be enclosed in a sealed envelope or package and clearly marked "DEVELOPMENT OF PROGRAM FEE AND COMPANION FINANCIAL MODEL FOR THE SONOMA COUNTY WASTE MANAGEMENT AGENCY". One of the copies of the proposal shall be unbound and single sided to allow for ease of copying. PROPOSERS shall label one of the copies "Original", which shall govern in the event of any inconsistency among copies of the proposal. This original copy shall be bound.

- b) Proposals shall be submitted to:

Mollie Mangerich, Executive Director
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

- c) 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 must be at least 30% post-consumer recycled content.

- d) Each proposal shall include all information required by this RFP and any subsequent addenda.

- e) 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.

2. **Due Date:** Proposals must be received no later than 3:00 p.m. on February 27, 2009.

3. **General Instructions:** To receive consideration, proposals shall be made in accordance with the following general instructions:

a) The signature of all persons signing the proposal shall be in long hand. The completed proposal shall be without alterations or erasures.

b) No oral or telephonic proposals will be considered

c) The submission of a proposal shall be an indication that the PROPOSER has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the AGENCY, including all terms and conditions contained within this RFP.

4. **Proposal Format and Contents:** For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

a) **Signed Proposal Cover Sheet.** Please complete and submit Attachment B. Proposal Cover Sheet

b) **Section I – Organizational Information:**

Provide specific information concerning the proposing firm in this section, including the legal name, address and telephone number of the company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include Federal Employer I.D. Number. Include the name, telephone number, fax number and email address (if available) of the person(s) in the company authorized to execute the proposed contract. Include qualifications and resumes of key personnel that will be assigned to the management of the Agreement

If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the AGENCY must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

c) **Section II - Qualifications and Experience**

Provide specific information in this section concerning the firm's experience relevant to the requested services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client governmental entities for whom similar services have been provided within the last (3-4) years. AGENCY may contact them to conduct a reference check regarding provision of the proposed service.

PROPOSER must provide descriptions of similar work performed for other clients. The description shall list the:

- Dates and a description of the services that were provided;
- Names and responsibilities of the team members involved with the referenced work; and
- Name, address, telephone number of a contact person of each client who would be most familiar with the services provided.

d) **Section III - Project Approach and Work Schedule**

Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the project before March, 2010, if possible. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of AGENCY personnel involvement deemed necessary, including key decision points at each stage of the project. Information

as to the type of any software that is anticipated to be used in the planning process should also be discussed.

e) Section IV - Cost of Service:

The proposal shall clearly state all of the costs associated with the project tasks, broken down by category of products and services, subcontractor costs, and all on-going costs for recommended or required services and products.

The project costs must include all expenses that will be charged to the AGENCY, including but not limited hourly rates for assigned personnel, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

f) Section V – Identification of Subcontractors

PROPOSERS shall identify all SUBCONTRACTORS they intend to use for the proposed scope of work. For each SUBCONTRACTOR listed, PROPOSERS shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that SUBCONTRACTOR will perform.

g) Section VI – Insurance:

The PROPOSER should demonstrate the ability to submit proof of the required insurance as set forth in the attached Sample Agreement (Attachment A). 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.

h) Section VII – Additional Information

Include any other information you believe to be pertinent but not required.

i) Section VIII – Contract Terms

PROPOSERS must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement. (See additional instructions to PROPOSERS at RFP Section K(5).)

D. PRE-BID CONFERENCE

Section omitted.

E. Questions

- 1. Submittal Information.** All questions pertaining to this RFP must be written (preferably sent via email or fax) and directed to:

Mollie Mangerich, Executive Director
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
fax: 707-565-3701 e-mail: mmangeri@sonoma-county.org

Questions must be submitted no later than February 4, 2009 no response will be made to questions submitted after this date. Questions will not be accepted by phone. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address and fax number by February 4, 2009 to the contact above so that the addendum can be circulated to known PROPOSERS as soon as available. The AGENCY cannot assure that every entity receiving an RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

2. AGENCY Contact for Information

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

F. CORRECTIONS AND ADDENDA

1. Request for Modification

If a PROPOSER discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the PROPOSER shall immediately notify the AGENCY contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

2. Failure to Notify

If a PROPOSER fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the PROPOSER shall submit a proposal at their own risk, and if the PROPOSER is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

2. Addenda Issued by AGENCY

Addenda issued by the AGENCY interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The PROPOSER shall sign and date the addenda cover sheet and submit same with the proposal (or deliver them to the AGENCY contact identified in Section E(1) if the PROPOSER has previously submitted a proposal to the AGENCY). Any oral communication by the AGENCY'S designated contact person or any other AGENCY staff member concerning this RFP is not binding on the AGENCY and shall in no way modify this RFP or any obligations arising thereunder.

G. FINALIST INTERVIEWS

At the AGENCY'S discretion, after initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. If it is determined that finalist interviews are necessary, they will held on March 12 -13, 2009 (time TBD) at:

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

H. SELECTION PROCESS

The AGENCY shall evaluate each proposal. All determinations with regard to the evaluation of proposals will be at the sole discretion of the AGENCY. Each proposal shall first be evaluated for

completeness and for compliance with the requirements of this RFP. The AGENCY will evaluate the cost of services of the proposal, including, but not limited to, all costs, benefits and risks to the AGENCY and its citizens

1. Evaluation Criteria. Proposals may be evaluated using the following criteria (note there is no value or ranking implied in the order of the list):

- a) Demonstrated ability to perform the services described;
- b) Experience and expertise in financial analyses necessary for fee development for solid waste agencies, and development of financial model
- c) Quality of work as verified by references;
- d) Costs relative to the scope of services;
- e) A demonstrated history of providing similar services to comparable entities;
- f) Willingness to accept the AGENCY's contract terms; and
- g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record).

2. Rights of the AGENCY

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

- a) Award an agreement for services described in this RFP.
- b) Reject all proposals and not award an agreement.
- c) Reject any proposal.
- d) Select a proposal other than the lowest cost proposal.
- e) If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
- f) Waive defects and/or irregularities in any proposals.
- g) Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
- h) Request "Best and Final" offers.
- i) Conduct interview(s) with any PROPOSER(s).
- j) Negotiate terms and conditions that are different from those described in this RFP and Agreement.

- k) Contact references provided and seek information from any client with which the PROPOSER has done business.
- l) Take other such action that best suits the needs of the AGENCY and/or its citizens.

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

3. Confidentiality

AGENCY has made a determination in accordance with the California Public Records Act (Ca Govt Code Section 6250. that all Proposals submitted in response to this RFP shall not be made public by AGENCY until such time as Agency staff make a recommendation of award to Agency Board. In addition, AGENCY has made a determination in accordance with Section 6255 of the Government Code that all PROPOSER proprietary financial information which is specifically identified by the PROPOSER as "confidential" shall not be made public by AGENCY and shall be returned to each PROPOSER, unless otherwise required by law. In the event a PROPOSER wishes to claim other portions of its proposal exempt from disclosure under the Public Records Act, it is incumbent upon PROPOSER to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. Blanket designations of "confidential" shall not be effective. However, AGENCY will make a decision based upon applicable laws. AGENCY shall notify PROPOSER of any requests for disclosure under the Public Records Act. If the PROPOSER wishes to prevent the disclosure of such material, the PROPOSER shall bear the sole burden of seeking review in a court of competent jurisdiction. In addition, PROPOSER shall defend and indemnify AGENCY from any claims and/or litigation relating to a claim of confidentiality.

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

I. SCHEDULE

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this REQUEST FOR PROPOSALS, which amendment shall be issued to all parties by the AGENCY.

Date	Event	Responsible party
January 23, 2009	Release REQUEST FOR PROPOSALS	AGENCY
February 4, 2009	Deadline for PROPOSER'S Questions	PROPOSERS
February 11, 2009	AGENCY's Responses to Questions Due	AGENCY
February 27, 2009	Proposals Due	PROPOSERS
March 16-17, 2009	Proposals Evaluated by AGENCY	AGENCY
March 19-20, 2009	Interviews Conducted (if applicable)	AGENCY
March 27, 2009	Notice of Intent to Award (<i>subject to delay without notice to proposers</i>)	AGENCY

April 15, 2009	Board of Directors Awards Contract (subject to delay without notice to proposers)	AGENCY
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J. GENERAL INFORMATION

1. Rules and Regulations

- a) The issuance of this solicitation does not constitute an award commitment on the part of the AGENCY, and the AGENCY shall not pay for costs incurred in the preparation or submission of proposals.
- b) The AGENCY reserves the right to reject any or all proposals or portions thereof if the AGENCY determines that it is in the best interest of the AGENCY to do so.
- c) The AGENCY may waive any deviation in a proposal. The AGENCY'S waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful PROPOSER from full compliance with any resultant agreement requirements or obligations. The AGENCY reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The AGENCY further reserves the right to award the agreement to the PROPOSER or PROPOSERS that, in the AGENCY'S judgment, best serves the needs of Sonoma County Waste Management Agency.
- d) All PROPOSERS submit their proposals to the AGENCY with the understanding that the Proposer recommended by the review committee is final and subject only to review and final approval by the Board of Directors of the AGENCY.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the AGENCY, all proposals shall be deemed public record. In the event that a PROPOSER desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the PROPOSER to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed. Examples of confidential materials include trade secrets and financial statements. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The AGENCY will consider a PROPOSER'S request for exemptions from disclosure; however, the AGENCY will make its decision based upon applicable laws. An assertion by a PROPOSER that the entire proposal, or large portions, is exempt from disclosure will not be honored. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
- f) The AGENCY will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. PROPOSERS are cautioned that materials designated as confidential may nevertheless be subject to disclosure. PROPOSERS are advised that the AGENCY does not wish to receive confidential or proprietary information and that PROPOSERS are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
 - i. [Legal name of PROPOSER] shall indemnify, defend and hold harmless the Sonoma County Waste Management Agency, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or

information in this proposal that [legal name of PROPOSER] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

2. Nonliability of AGENCY

The AGENCY shall not be liable for any precontractual expenses incurred by the PROPOSER or selected contractor or contractors. The AGENCY shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

PROPOSERS may not take exception or make material alterations to any requirement of the RFP. Alternatives may be submitted as separate proposals and so noted on the cover of the proposal. The AGENCY reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the AGENCY'S best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate in the cover letter that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a PROPOSER shall not influence or attempt to influence any member of the selection committee, any member of the AGENCY'S Board of Directors, or any employee of the Sonoma County Waste Management Agency, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Form of Agreement

- a) No agreement with the AGENCY shall have any effect until a contract has been signed by both parties. AGENCY personnel are without authorization to waive or modify agreement requirements.
- b) A sample of the agreement is included as Attachment A hereto. PROPOSERS must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the AGENCY'S standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Proposals submitted shall include a statement that (i) the PROPOSER has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the PROPOSER except as noted specifically in the proposal. A PROPOSER taking exception to the AGENCY'S sample agreement must also provide alternative language for those provisions considered objectionable to the PROPOSER. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding until June 30, 2009.
- b) The selected consultant will be required to execute an agreement with the AGENCY for the services requested within sixty (60) days of the AGENCY'S notice of intent to award. If agreement on terms and conditions acceptable to the AGENCY cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the AGENCY, the AGENCY reserves the right to retract any notice of intent to award and proceed with awards to other consultants.

7. Withdrawal and Submission of Modified Proposal

- a) A PROPOSER may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the PROPOSER or his/her authorized agent. The PROPOSER must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals

8. Payment Obligation for Services

The sole obligation of the AGENCY for all services to be provided under the terms of this RFP and the Agreement shall be payment for all work on a time and material basis with a firm cap which requires the selected PROPOSER to perform all the work for an amount not to exceed the cap regardless of whether it actually takes more time or more materials than anticipated. Payment may include individual costs for identified sub-tasks. The selected PROPOSER must complete all tasks and/or sub-tasks for the agreed-upon cost and will not have a basis to request additional payment.

K. ATTACHMENTS

Attachment A. Sample Agreement

Attachment B. Proposal Cover Sheet

Attachment C. Proposal Authorization and Acknowledgement Form

Attachment D. List of Franchised HAULERS in SONOMA COUNTY

Attachment E. List of Licensed HAULERS serving SONOMA COUNTY

Attachment A.
AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of _____, 2009 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and _____, a _____ include description of Consultant, *e.g.*, "a California Corporation", etc., if appropriate (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is duly qualified and experienced as a financial consultant, with technical expertise in solid waste management systems, and development of financial and rate/fee models; and

WHEREAS, in the judgment of the Agency, it is necessary and desirable to employ the services of Consultant to assist in analysis, development and determination of Agency Program Fee for the Sonoma County Waste Management Agency.

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 Consultant's Specified Services. This Agreement is entered into for the purpose of "Development of Agency Program Fee and Companion Financial Model for the Sonoma County Waste Management Agency". Consultant shall perform services as defined in the RFP, Scope of Services

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

1.3 Performance Standard. Consultant 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 Consultant's profession. If Agency determines that any of Consultant'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 Consultant to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Consultant 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. Consultant 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 Consultant to perform work hereunder, Consultant 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. Consultant 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 Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

2.1 Consultant shall be paid an amount not to exceed \$70,000 for services rendered in accordance with tasks detailed in Section 1.1 above, upon monthly submission of progress reports, verified claims and invoices, in triplicate. Initial payment shall be limited to ten percent (10%) of the work billed and approved. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed.

2.2 Monthly progress reports shall be submitted by Consultant and shall identify the basis for determination of the percentage of completion, the number of hours for the month, by job classification, spent on work completed, the percent of work completed during the month, and total percent of work completed.

2.3 Final payment of the ten percent (10%) retention corresponding to specific tasks may be paid at the discretion of Agency within thirty-five (35) days after completion of all work for that specific task, and submission of a verified claim and invoice, in triplicate.

3. Term of Agreement. The term of this Agreement shall be from 2009 to, 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 Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant 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 Consultant 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, Consultant, 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 an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if Agency terminates the Agreement for cause pursuant to Section 4.2, Agency shall deduct from such amount the amount of damage, if any, sustained by Agency by virtue of the breach of the Agreement by Consultant.

5. Indemnification. Consultant 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 Consultant 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, Consultant'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 Consultant or its agents.

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

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

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

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

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

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

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

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Consultant arising out of or in connection with this Agreement in an

amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

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

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

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Consultant 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. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Consultant, 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 Consultant resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and without further notice to Consultant, Agency may deduct from sums due to Consultant 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 Consultant'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 Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant 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 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. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Agency.

9. Representations of Consultant.

9.1 Standard of Care. Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by Agency shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, 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. Consultant 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, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant 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. Consultant 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 Consultant'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. Consultant agrees to furnish Agency with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant 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. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant 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. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed by Consultant. In addition, if requested to do so by Agency, Consultant shall complete and file and shall require any other person doing work under Consultant and this Agreement to complete and file a "Statement of Economic Interest" with Agency disclosing Consultant's or such other person's financial interests.

9.6 Nondiscrimination. Consultant 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. Consultant 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. Consultant 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 Consultant in connection with this Agreement. Consultant 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. Consultant'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. Consultant 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 Consultant or Consultant'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, Consultant 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. Consultant 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: Mollie Mangerich
2300 County Center Drive, Suite 100 B
Santa Rosa, CA 95403
Phone: (707) 565-3788
FAX: (707) 565-3701

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

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant 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. Consultant and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Agency Executive Director

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

ATTACHMENT B.
PROPOSAL COVER SHEET

Acceptance of Agency Contract Form

A sample agreement is contained as Attachment "A" to the Agency's Request for Proposals. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in this proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer will enter into a final agreement based upon the attached draft.

Certification of Authority

By signing below, the person executing the certificate on behalf of the proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer understand that the Agency is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire Request for Proposals document and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal/Contractor

Signature

Title

Date

ATTACHMENT C.
PROPOSAL AUTHORIZATION AND ACKNOWLEDGEMENT FORM

NAME OF PROPOSER _____

ORGANIZATION _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Consulting Services (Attachment A) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until June 30, 2009.
5. The undersigned acknowledges that the Agency reserves the following rights and options related to proposals submitted in response to the RFP:
 - Award a single agreement for all consulting services described in this RFP.
 - Award separate agreements to multiple Proposers for specific consulting services described in this RFP.
 - Reject all Proposals and not award an agreement.
 - Reject any Proposal.
 - Select a Proposal other than the lowest cost Proposal.
 - If during the course of negotiations with a selected Proposer, the Agency determines in its sole discretion that an acceptable Agreement cannot be negotiated, the Agency reserves the right to suspend negotiations with that Proposer and begin negotiations with another Proposer. Also, the Agency reserves the right to undertake simultaneous negotiations of the final Agreement with more than one Proposer.
 - Waive defects and/or irregularities in any Proposal.
 - Request from any Proposer at any time during the evaluation process, clarification of any information contained in the Proposal.
 - Request "Best and Final" offers.
 - Conduct interview(s) with any Proposer(s).

- Negotiate terms and conditions that are different from those described in this RFP and Agreement.
- Contact references provided and seek information from any agency with which the Proposer has done business.
- Take other such action that best suits the needs of the County and/or its citizens.

Sample Agreement

_____ The undersigned has carefully reviewed the sample Agreement (Attachment A.) contained in the RFP and is prepared to agree to the terms and conditions stated therein.

_____ The undersigned has carefully reviewed the Sample Agreement (Attachment A.) in the RFP and is prepared to agree to the terms and conditions of the Agreement with the proposed modifications attached hereto. (Proposer must attach any proposed modifications to the forms of Agreement.).

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

Signature: _____ Date: _____

ATTACHMENT D.**FRANCHISED WASTE HAULERS- SERVICE AREAS: SONOMA COUNTY****1. North Bay Corporation/Redwood Empire Disposal**

<u>Service Area</u>	<u>Company Name</u>	
Santa Rosa	d/b/a Santa Rosa Recycling & Collection;	(707) 586-1478
Rohnert Park	d/b/a Rohnert Park Disposal;	(707) 586-2283
Windsor	d/b/a Windsor Refuse & Recycling;	(707) 586-5545
Cotati	d/b/a Redwood Empire Disposal;	(800) 243-0291
Healdsburg	d/b/a Redwood Empire Disposal;	"
Cloverdale	d/b/a Redwood Empire Disposal;	"
Sebastopol	d/b/a Redwood Empire Disposal;	"
¹ Unincorporated County of Sebastopol to Valley Ford and Bodega Bay	d/b/a West Sonoma County Disposal	"
Unincorporated County serving Russian River from Forestville to Cazadero	d/b/a Sunrise Garbage Service	"
Unincorporated County serving Area from Jenner to Gualala	d/b/a/ Pacific Coast Disposal	(707) 884-3886
Remainder of Unincorporated County	Redwood Empire Disposal	(800) 243-0291

2. Sonoma Garbage Collectors

<u>Service Area</u>	<u>Company Name</u>	
Sonoma	Sonoma Garbage Collectors	(707) 869-2724

3. GreenWaste Recovery, Inc.

<u>Service Area</u>	<u>Company Name</u>	
Petaluma	GreenWaste Recovery, Inc;	(707) 766-6026

¹ Currently, municipal solid waste hauling in unincorporated Sonoma County is conducted under a license agreement between the County of Sonoma, and the waste hauler.

ATTACHMENT E.

DEBRIS BOX/ROLL-OFF BOX HAULERS- & SERVICE AREAS: SONOMA COUNTY

Debris Boxes and Roll-off Containers

Terms of Agreement

Cloverdale

Redwood Empire Disposal
(800) 243-0291

Exclusive franchise agreement with garbage company to provide temporary debris box service.

Cotati

Redwood Empire Disposal
(800) 243-0291

Exclusive franchise agreement with garbage company to provide temporary debris box service.

Healdsburg

Redwood Empire Disposal
(800) 243-0291

Exclusive franchise agreement with garbage company to provide temporary debris box service.

Petaluma

GreenWaste Recovery, Inc.
(707) 766-6026

Industrial Waste and Debris Box Rental, Inc.
(707) 585-0511

Section 8.16.115 of Chapter 8.16 of the City of Petaluma Municipal Code allows debris box hauling by specific companies that have entered into a non-exclusive franchise agreement with the City.

M&M Services
(877) 698-8473

Nunes Hauling & Debris Box Service
(707) 765-1624

The terms of agreements vary. Call the City of Petaluma at (707) 778-4474 for updated information.

Rohnert Park

Industrial Waste and Debris Box Rental, Inc.
(707) 585-0511

Rohnert Park Disposal
(707) 586-2283

Resolution No. 2001-234 selected certain companies to provide temporary debris box services in the City of Rohnert Park by agreement with the City.

Agreements expire June 30, 2009. Call the City of Rohnert Park at (707) 588-2200 for updated information.

Santa Rosa

Garbage and recycling:

- Santa Rosa Recycling and Collection

Ordinance 3586

Added chapter 9-14 Construction and Demolition (C&D) Debris to the Santa Rosa City Code. Santa

(707) 586-1478

Construction and demolition debris only:

Construction and Demolition Debris means "used or discarded materials resulting from construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure and such other materials as may be removed during the normal cleanup process of such construction, remodeling, repair, or demolition operations."

- Daniel O. Davis, Inc.,
(707) 585-1903
- Gardener Trucking, (707) 829-6742
- Industrial Carting, (707) 585-0511
- Junk In the Box, (866) 575-5865
- M&M Services, (877) 698-8473
- Nunes Hauling & Debris Box Service,
(707) 765-1624
- Santa Rosa Recycling & Collection
(707) 586-1478
- Varner Trucking and Debris Box Service,
(707) 823-3149

Rosa has a non-exclusive franchise agreement for C&D debris boxes.

For garbage and recycling, there is an exclusive franchise agreement with the garbage company to provide temporary debris box service.

For non-exclusive franchise agreements for C&D debris boxes, agreement terms are annual and automatically review. Call the City of Santa Rosa at (707) 543-3011 for information.

Sebastopol

Redwood Empire Disposal
(800) 243-0291

Exclusive franchise agreement with garbage company to provide temporary debris box service.

Requires encroachment permits for placement on public property. Contact Redwood Empire Disposal at (800) 243-0291 for permits and additional information.

Sonoma

Sonoma Garbage Collector
(707) 996-7555

Exclusive franchise agreement with garbage company to provide temporary debris box service.

Requires encroachment permits for placement on public property.

Windsor

Industrial Waste and Debris Box Rental, Inc.
(707) 585-0511

Ordinance No. 2007-225 amended the Town of Windsor Municipal Code to state that debris box collection must be performed by licensed

Windsor Refuse and Recycling
(707) 586-5545

M&M Services
(877) 698-8473

Unincorporated area

Industrial Carting
(707) 585-0511

Pacific Coast Disposal
(707) 884-3886

Redwood Empire Disposal
(707) 243-0291

Sonoma Garbage Collectors
(707) 996-7555

Sunrise Garbage Service
(707) 869-2724

West Sonoma County Disposal
(800) 828-7949

companies that have entered into a non-exclusive agreement with the Town.

Agreements expire December 31, 2012. Call the Town of Windsor at (707) 838-5311 for additional information.

Section 22-9 of Chapter 22 County Code requires a license from the Sonoma County Department of Transportation and Public Works. Licenses issued are territory specific. In addition, a permit is required from the Sonoma County Environmental Health.

Sonoma County Department of Transportation & Public Works:
(707) 565-2231

Department of Environmental Health:
(707) 565-6565



Agenda Item #: 8.1
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 1/21/2009

ITEM: Status of Voluntary EPR Take-back Program

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 EPR on June 20, 2001. In keeping with this policy direction, Agency staff presented a report on EPR at the April 19, 2006 SCWMA 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. At the April meeting, 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 detailed in the R3 report is twofold. The first phase is to encourage producer responsibility by supporting legislation at all levels, include EPR language in procurement policies, and encourage local businesses (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 Board's discretion, would implement a local mandatory take-back ordinance. This mandate component would only be initiated if there is no state or national EPR legislation and after much legal review of other local governments who have implemented mandatory take backs and assessment of any legal challenges or barriers experienced

At the June 18, 2008 SCWMA meeting, the Board directed staff to explore the voluntary take-back option using a consultant and to explore the mandatory ordinance with attention on the dynamics of the Agency using the ordinance process for the first time in the history of the SCWMA. Staff was further directed to develop a Scope of Work for a voluntary take-back program where sellers of household batteries, mercury-containing lamps and thermostats would set up collection and recycling programs for these end-of-life products. The costs of proper management and disposal of these items would be paid for by the participating retailers. However, staff time would be required to develop a voluntary take-back program with local retailers who sell household batteries, mercury lamps, and mercury thermostats. Without financial participation by the producers/manufacturers, staff expects to get resistance from some retailers to participate.

At the August 20, 2008 SCWMA meeting, staff was directed to apply for a Household Hazardous Waste Discretionary Grants 17th Cycle FY 2008/09 Grant to fund a voluntary business EPR take-back program. Household Hazardous Waste (HHW) Discretionary Grants are annual competitive grants offered by the California Integrated Waste Management Board (CIWMB) for local governments to establish or expand HHW facilities or innovative HHW materials collection programs. A priority of this current grant cycle is that

projects "implementing retail take-back and/or EPR programs and initiatives" are being considered for funding.

Based on direction from the Board to develop a one-year voluntary take-back program and apply for the HD 17 Grant, on September 22, 2008, SCWMA staff submitted a HD 17 proposal for \$103,832 for two projects that meet CIWMBs funding priorities: Business and Education Outreach Program, and National Medical Sharps Dialogue Meeting. At the October 15, 2008 SCWMA Board meeting, staff presented the Board with the Scope of Work that was submitted to the CIWMB with the Grant application. This Scope of Work, if funded by the grant, would have been used as the Scope of Work for the Agency's voluntary take-back program.

II. DISCUSSION

Staff learned from the posting of the CIWMB Meeting Agenda (December 16, 2008) that SCWMA's proposal was not recommended for the HD 17 Grant funding. There were 32 applications, and 25 were considered "passing." Staff sent a request to the CIWMB for feedback as to why the SCWMA's HD-17 HHW grant application did not qualify. The CIWMB provided staff with the following information only:

Category	SCWMA Score	Maximum
1. Need	8.6	20 Points
2. Goals and Objectives	3.7	10 Points
3. Work Plan	10	18 Points
4. Budget	14.3	18 Points
5. Evaluation	8.3	15 Points
6. Application Completeness, Letters, etc.	6	7 Points up to 6 points
1. Statutory Requirements	4	up to 6 points
2. Discretionary Criteria	6	2 or 4 points
3. Bonus Points	0	points

III. FUNDING IMPACT

The Scope of Work developed for the EPR Business and Education Outreach Program, included in the grant application, was seeking \$74,022 to pay for this program. The Work Plan is included as an attachment to this staff report for reference only. In order to move forward with the attached work plan, funding would need to be provided from SCWMA Budget Reserves or from another outside source since no funding is available at this time through the CIWMB. Staff will continue to seek out possible funding sources to help implement a take-back program.

Prior to applying for the grant, at the June, 18, 2008 SCWMA Board meeting, staff recommended hiring a Contractor to assist staff with implementing a voluntary take-back program, since staff time is so limited. 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. This voluntary program would not be as extensive as the \$74,022 work plan submitted with the

grant application. As a result of the \$74,022 work plan not getting funded through the grant, staff will need to reconsider a revised Scope of Work unless the SCWMA Board approves funding this project from the SCWMA Budget Reserves. As a result of the current financial state effecting Sonoma County, staff wants to get reaffirmation from the Board to continue in the development of a new Scope of Work.


Staff is prepared to come back to the Board next month with a report and summary of options for moving ahead with a plan of action for the voluntary take-back program. The summary will include the following: a report on other HD 17 awarded programs and how these programs may benefit Sonoma County, barriers to a take-back program, legislative update and forecast, funding options, and options for a new Scope of Work.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends Board approval to come back in February with a summary of options available to move forward with a plan of action for the voluntary take-back program.

V. ATTACHMENTS

Work Plan for the EPR Business and Education Outreach project submitted to the CIWMB.

Approved by: 
Mollie Mangerich, Executive Director, SCWMA

EPR Voluntary Take-Back Scope of Work

EPR Business and Education Outreach Program

Description: Using social-marketing techniques, the proposed project seeks \$ 74,022 to educate Sonoma County residents and businesses about the concept of Extended Producer Responsibility (EPR) and to provide the business community with tools to establish voluntary take-back programs for household batteries, fluorescent light bulbs/ CFLs, mercury thermostats, sharps, paint, medications and treated wood. Using local private and public stakeholders in completing aspects of the project, activities will reach English and Spanish speaking audiences. Tasks include: 1) At least 73 site visits by garbage company outreach staff encouraging EPR at targeted locally-owned stores. 2) Contacting at least 20 targeted corporately-owned stores encouraging EPR. 3) Developing fact sheets for businesses and a general audience. 4) Education outreach and promotion of businesses that implement EPR through tabling events, web sites, utility bill fliers, press releases, newspaper articles and radio.

This program does not offer businesses reimbursement for hazardous waste disposal. Instead it gives businesses the tools they need to implement customer take-back programs that they design, instigate and maintain themselves.

Work Plan: EPR Business and Education Outreach

Task #1: Create Business Take-Back Fact Sheets—The Business Take-back fact sheets are one-page 8.5" x 11" fact sheets (English and Spanish) written with unique content for the seven hazardous materials identified in this grant (household batteries, fluorescent light bulbs/ CFLs, mercury thermostats, sharps, paint, medications and treated wood) comprehensively describing:

- Why the product is hazardous
- Laws and regulations pertaining to collection
- The benefits of becoming a collection site
- Which local businesses, if any, are currently participating in take-back of the item
- Resource list of recyclers for the product

Agency staff will research the content for the fact sheets and will do the graphic design. Illustrations for the fact sheets will be accomplished by Sheryl Chapman Designs. New illustrations created for this project will compliment the Agency's existing artwork.

Fact sheets will be distributed at targeted business-related events, by garbage company education outreach staff and by others providing local environmental outreach. Heidi Sanborn, Executive Director of the California Product Stewardship Council, (CPSC) will review the fact sheets before printing.

County of Sonoma's in-house printer, Reprographics, will accomplish printing using a color copier. Color copies are advantageous for this project because fact sheets can be printed in small batches and revised as legislation changes.

Task #2: Create Consumer Recycling Options Fact Sheets— The Consumer Recycling Options fact sheets are double-sided half-page 5.5"x 8.5" (English and Spanish) fact sheets written with unique content for the seven hazardous materials identified in this grant including:

- List of local businesses and organizations that currently accept the hazardous product for take-back, recycling or disposal and a description of EPR.

Agency staff will research the content for the fact sheets and will do the graphic design to achieve graphical consistency.

Fact sheets will be distributed to targeted businesses for their customers by garbage company education outreach staff and by others providing local environmental outreach. Reprographics, will accomplish printing services.

Task #3: Print brochure “A Better Way Product Stewardship”—This 11x17, tri-fold brochure, produced by the CPSC with CIWMB grant funds, will be used as the general information piece about EPR.

Agency staff will coordinate with CPSC to obtain artwork and Reprographics will provide printing services.

This brochure will be distributed at events and to interested businesses.

Task #4: Create displays and conduct outreach at events targeted to businesses and the general public— Events provide an excellent opportunity to speak directly to businesses and to the general public about EPR. Agency staff will create two types of displays: 1) 6-foot long billboard type table-top display suitable for business conferences, and 2) a 10'x10' booth suitable for a general audience. Agency staff will design the graphics for the displays which will be printed full-color in a cost-effective manner by using a plotter shared among County Departments. Existing Agency display materials will be reused whenever possible including backdrop supports, brochure holders, table skirt and table.

- A stand-alone 6 ft-long table display useful for business-oriented events (Chamber of Commerce events, Business Expos, etc.) promoting businesses that engage in take-back for materials targeted in this grant and encouraging business participation in EPR.
- Large 10'x10' display suitable for a general audience (Sonoma County Fair and Harvest Fair) promoting engage in take-back for materials targeted in this grant.

Fact sheets and brochures created with this grant project will be available at the displays. Events are scheduled for 2010 to correspond after business site visits have taken place.

Task #5: Hold an EPR kick-off meeting—An EPR kick-off meeting is necessary to train garbage company outreach staff about EPR and to educate stakeholders. To accomplish this task, Heidi Sanborn, Executive Director of the CPSC, will prepare and present a PowerPoint on EPR. Invited attendees will include:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Garbage company education outreach staff • Sonoma State University and Santa Rosa Junior College Business School faculty/staff • Sonoma County Green Business program staff • Sonoma County Water Agency staff • Sonoma County Waste Management Agency members and staff | <ul style="list-style-type: none"> • Sonoma County Economic Development Board staff • Mayors and council members • Russian River Watershed Association working group and Boardmembers • Department of Health Services staff • Tribal leaders |
|--|---|

The location for this EPR kick-off meeting will likely be a donated space the Agency staff will secure with the help of Russian River Watershed Association staff. Agency staff will gather the names and email addresses of invitees, design the graphics for the kick-off meeting invitation, organize the meeting room, email the invitation and collect responses. In addition, Agency staff will post Ms. Sanborn's Power Point presentation on the Agency's web site at www.recyclenow.org

Task #6: Create an EPR Access database—Programming a new EPR Access database is necessary to organize business contacts made and tally information distributed. To assist with importing information into the existing Agency Access Eco-Desk Database used to store Recycling Guide and web site information, this new EPR database will be designed with a similar structure. Fields in the new database will include:

- Name of owner or store manager
- Name of business
- Date visited
- Check box for which and how many fact sheet(s) were distributed to the store
- Notes area for observations

While Agency staff has sufficient knowledge to program the overall data base structure (tables, queries and forms), an Access database programming expert, Kris Oxford from Oxford Computer Specialist will be needed to program more technical aspects such as merging data and writing complex reports.

Task #7: Garbage companies visit targeted locally-owned stores for EPR outreach—

As EPR is a complex topic, it is useful to explain the details verbally to business owners or managers with site visits. Garbage company staff are uniquely qualified for this task as they have an interest in keeping hazardous waste out of the garbage and they regularly perform waste audits and respond to service requests from their business customers. Locally-owned stores were targeted for site visits as these stores can make policy decisions for themselves. In addition to selling household batteries and CFLs, many sell other targeted materials making distribution of multiple fact sheets useful.

Franchised garbage companies covering the entire Sonoma County area—North Bay Corporation, GreenWaste Recovery Inc. and Sonoma Garbage Collector-- will perform one-on-one business outreach to locally-owned stores selling priority Agency materials: household batteries and CFLs.

Specifically, garbage company outreach staff would be responsible for the following tasks:

- Attend an EPR kick-off training power point conducted by Heidi Sanborn, CPSC.
- Meet with Agency staff and receive training on the provided Access Database.
- Contact and meet with owners/manager of local stores. In addition, some site visits to corporately owned stores may also be necessary.
- Record information about site visits in the Access database.
- Report to Agency staff and as required in CIWMB grant progress reports.

Outreach responsibility for locally-owned stores		
Jurisdiction	Number of locally-owned stores	Garbage company responsible
Cloverdale	2	North Bay Corporation/Redwood Empire Disposal
Cotati	2	North Bay Corporation/Redwood Empire Disposal
Healdsburg	3	North Bay Corporation/Redwood Empire Disposal
Petaluma	6	GreenWaste Recovery, Inc.
Rohnert Park	3	North Bay Corporation/Redwood Empire Disposal
Santa Rosa	36	North Bay Corporation/Redwood Empire Disposal
Sebastopol	5	North Bay Corporation/Redwood Empire Disposal
Sonoma	3	Sonoma Garbage Collector
Windsor	3	North Bay Corporation/Redwood Empire Disposal
Unincorporated area	10	North Bay Corporation/Redwood Empire Disposal
TOTAL	73 stores	

Agency staff would be responsible for the following tasks:

- Provide a supply of fact sheets to garbage company staff as needed (Business Take-back fact sheets and General Recycling Options fact sheets)
- Provide a general information email about the grant project that garbage company staff can forward to targeted businesses as needed.
- Follow-up with the businesses contacted by garbage company staff after 3 months. Businesses willing to participate in take-back programs will be given publicity incentives including having their businesses listed in the Sonoma County Recycling Guide, at upcoming Agency fair displays (Chamber of Commerce Events, Business Journal events, etc.), in press releases, in utility bill inserts and in radio ads.

Task #8 Contact corporately-owned targeted businesses—To effectively reach corporately owned stores selling Agency targeted household batteries and fluorescent light bulbs, it is necessary to take a different approach that reaches the corporate decision-maker. To assist with making this contact, Ms. Sanborn will email and/or phone corporate contacts on behalf of this project.

If appropriate, stores will be offered site visits from garbage company outreach staff. Otherwise, Agency staff can email.pdf versions of resources to the corporate contact for distribution to their stores.

A list of 20 targeted stores under corporate ownership includes:

- Albertson's
- Costco Wholesale
- Food Maxx
- Grocery Outlet
- Home Depot
- K-Mart
- Kragen Auto Parts
- Longs Drugs
- Lowes
- Luckys
- Office Depot
- OSH
- Radio Shack
- Rite Aid
- Safeway Stores
- Sears
- Toys R Us
- Wal-Mart
- Walgreens
- Whole Foods Market

Task #9 Hispanic business EPR outreach including print and broadcast media—Providing education to the Spanish-speaking population is necessary as the Hispanic population in Sonoma County is growing at a rate of over 8% per year, and is currently estimated at well over 20% of the County's population. To meet recycling and hazardous waste education needs of this population, the Agency contracts with C2 Alternative Services working with Hugo Mata, under a 2-year agreement to conduct Spanish Language Outreach Services.

Paralleling site visits from garbage companies, Mr. Mata will visit 10 businesses whose clientele are predominantly Spanish-speaking and will distribute EPR education and fact sheets created with this grant project.

Task #10 EPR web page on the Agency's web site—Using the Agency's web site to promote EPR compliments other activities in this proposal. Agency staff will create a new web page on the Agency's web site at www.recyclenow.org devoted to EPR. This page will include the following:

- Description of EPR
- List of local businesses participating in EPR
- pdf of fact sheets created for this grant project (English and Spanish)
- Ms. Sanborn's EPR kick-off PowerPoint presentation
- Links to press releases when businesses sign onto EPR for the materials identified in this project

Task #11 Outreach education to the general public with press releases, newsletter articles, utility bill inserts and radio broadcast media—To explain the concept of EPR to the general public and to give businesses credit for participating in EPR, a variety of tools will be used including: press releases, newsletter articles, utility bill inserts, radio broadcast media and web site links.

Press releases: Agency staff will work with CPSC staff on producing a joint press release announcing when businesses sign up for EPR. This press release will be distributed to the Agency's media contacts with email. Agency staff will follow-up as needed.

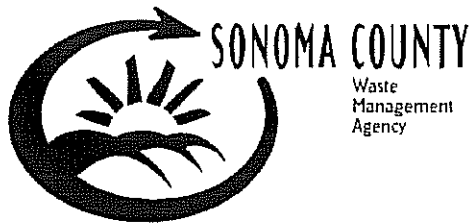
Newsletter articles: Articles about EPR are necessary to explain the concept to the general public. Fortunately, article opportunities exist with a number of community organizations. In preparation for this grant application, a number of organizations agreed to include information in their newsletters.

Utility bill inserts: Utility bill inserts are an efficient way to distribute information. A 1/3 page 4-color double-sided insert printed on 100% recycled postconsumer content paper will be created that describes EPR, as well as publicizes businesses offering take-back for hazardous materials targeted in this project. The distribution of the inserts will take place in 2010. Agency staff will design the inserts.

Utility bill insert options	
Name of jurisdiction	# distributed
Cotati	2,557
Rohnert Park	10,000
Healdsburg	6,000
Santa Rosa	49,000
Sonoma	4,500
Windsor	9,100

Radio broadcast media: Mirroring Spanish language outreach activities, English broadcast media will be used to publicize EPR. Blair Hardman Productions, with 20 years experience producing ads in Sonoma County, will produce a 60 second spot which will be placed by Agency staff at radio stations that have broad coverage. In addition to air time purchase, Agency staff will try to schedule interviews.

Web site links: In addition to establishing an EPR web page on the Agency's web site at www.recyclenow.org, staff will seek to establish web site links with stakeholder organizations and others.



Agenda Item #:	9.1
Cost Center:	Education
Staff Contact:	Fisher
Meeting Date:	1/21/2009

ITEM: Amended Agreement with Sonoma County University of California Cooperative Extension for Home Composting Education Program

I. BACKGROUND

The Sonoma County Waste Management Agency (SCWMA) has enjoyed a long relationship with the Regents of the University of California (UCCE) since June 1, 1997. The UCCE has conducted the home composting program with hosting workshops, distributing brochures and going to Sonoma County classrooms to teach worm composting.

Home composting education is listed as an educational program in the ColWMP and the FY 2009-10 Work Plan. The original Letter Agreement between the Agency and Sonoma County University of California Cooperative Extension ("SoCo-UCCE") is dated June 1, 2007 and was for a three year period (2007 – 2010). That Letter Agreement provided for a change in the contractual arrangement the SCWMA had originally had with the UCCE. the consolidation with the SoCo-UCCE's existing PURE (pesticide use reduction education) program. This consolidation allows staff conducting the home composting education program to address both issues (keeping organics out of the waste stream and reducing environmental pollution from pesticides) in a comprehensive manner, and concurrently supporting the Agency's HHW management goals.

II. DISCUSSION

The UCCE has requested a revision to the Letter Agreement. They now have a project coordinator whose assigned activities are appropriate to the Agency's goals. Amending the Letter Agreement will allow UCCE to increase the staff time that the project coordinator position is available to serve the Agency program. They have requested the Letter Agreement be amended to include a revised Scope of Work, which re-apportions the Agreement's budget to reflect partial payment for a project coordinator instead of supplies, printing and travel that were included in the original budget. These latter items will continue to be provided to the Home Composting education program, but will be paid for by the Sonoma County University of California Cooperative Extension from other funding sources.

III. FUNDING IMPACT

There will be no funding impact to the SCWMA. The amount of funding requested for the partial position of the project coordinator is the same amount as the original agreement.

IV. RECOMMENDED ACTION

Staff recommends approving the amendment to the Letter Agreement with Sonoma County University of California Cooperative Extension.

V. ATTACHMENTS

Amendment to the Letter Agreement with UCCE – Sonoma County
Revised Budget Categories

Approved by: 
Mollie Mangerich, Executive Director, SCWMA

REVISED BUDGET CATEGORIES – November 2008

**Home Compost Education / PURE Program Proposal
July 1, 2007 to June 30, 2010**

University of California Cooperative Extension – Sonoma County

Past Budget – Three Years (7-1-2007 to 6-30-2010)

HOME COMPOST EDUCATION AND PURE PROGRAM BUDGET FOR EACH YEAR AND THREE YEAR TOTAL JULY 1, 2007 TO JUNE 30, 2010				
	<i>Year 2007-08</i>	<i>Year 2008-09</i>	<i>Year 2009-10</i>	<i>2007 to 2010</i>
<i>Project Coordinator (15%) with benefits</i>	\$11,560.00	\$11,560.00	\$11,560.00	\$34,680.00
<i>Supplies</i>	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00
<i>Printing</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00
<i>Travel</i>	\$ 600.00	\$ 600.00	\$ 600.00	\$ 1,800.00
<i>Total</i>	\$16,660.00	\$16,660.00	\$16,660.00	\$49,980.00

Supplies include: worm boxes - worms - delivery, composting and vermicomposting handouts, PURE handouts, publicity signs for events, materials for developing a fair demo garden, other composting materials for demonstrations, and mailing of surveys. Printing covers the cost of surveys and brochures: *Recycling Tips for Gardeners, Composting Matters, Abono Natural, Worm Composting, Home Composting in Sonoma County, Shepherd's Home Composting Guide, Worm Digest, Putting Worms to Work, and some PURE/IPM brochures.*

Proposed Changes – Remaining Eighteen Months (1-1-2008 to 6-30-2010)

HOME COMPOST EDUCATION AND PURE PROGRAM BUDGET FOR EACH YEAR AND 22 MONTH REMAINING TOTAL SEPT. 1 2008 TO JUNE 30, 2010			
	<i>Year 2008-09</i>	<i>Year 2009-10</i>	<i>2008 to 2010</i>
<i>Project Coordinator (21%) with benefits</i>	\$16,660.00	\$16,660.00	\$33,320.00
<i>Total</i>	\$16,660.00	\$16,660.00	\$33,320.00

Sonoma County Waste Management Agency