

SONOMA COUNTY WASTE MANAGEMENT AGENCY

September 16, 2009

8:30 a.m.
Please note time change

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

Estimated Ending Time 11:30 a.m.

****UNANIMOUS VOTE ITEM 9.1****

AGENDA

- | <u>ITEM</u> | <u>ACTION</u> |
|-------------|---|
| 1. | Call to Order Special Meeting |
| 2. | Open Closed Session |
| | CONFERENCE WITH LEGAL COUNSEL PURSUANT TO
Government Code Section 54956.9(c) Initiation of litigation - one case. |
| | PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1)
and (4) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
TITLE: AGENCY INTERIM EXECUTIVE DIRECTOR |
| 3. | Adjourn Closed Session |
| 4. | Call to Order Regular Meeting/Introductions: 9:00 a.m. (or immediately following
Closed Session). |
| 5. | <u>Attachments/Correspondence:</u>
Director's Agenda Notes |
| 6. | <u>On file w/Clerk: for copy call 565-3579</u>
Resolutions approved in August 2009
2009-013 Resolution Authorizing an Agreement with the Sonoma County
Probation Department for Beverage Container Recycling Collection Services |

7. Public Comments (items not on the agenda)

CONSENT (w/attachments)

Discussion/Action

- 8.1 Minutes of August 19, 2009
- 8.2 Compost Relocation Update
- 8.3 R3 Update: Alternative Fee Collection Method

REGULAR CALENDAR

ADMINISTRATION

- 9.1) FY 09-10 Technical Adjustments
[Fisher](Attachment)
- 9.2) MOU for Agency Staffing Services
[Coleson]
- 9.3) Update on Divestiture
[Demery]

UNANIMOUS VOTE

Discussion/Action

Discussion/Action

DIVERSION

- 10.1) Green Cities California Carryout Bag MEA
[Carter](Attachment)

Discussion/Action

HOUSEHOLD HAZARDOUS WASTE

- 11.1) RFP for E-Waste Collection Event Services
[Steinman](Attachment)

Discussion/Action

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

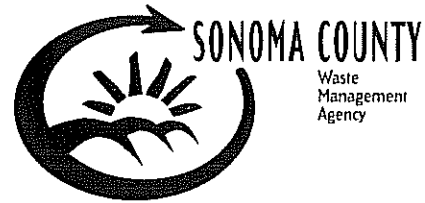
CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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

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

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

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: Susan Klassen, Interim Executive Director

SUBJECT: SEPTEMBER 16, 2009 AGENDA NOTES

CONSENT CALENDAR

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

- 8.1) Minutes of August 19, 2009
- 8.2) Compost Relocation Update Staff will update Board members on the status of the compost relocation project.
- 8.3) R3 Update: Alternative Fee Collection Method

REGULAR CALENDAR

ADMINISTRATION

9.1) FY 09-10 Technical Adjustments There are seven proposed technical adjustments for the Agency's FY 09-10 Budget. The technical adjustments are listed, with descriptions, by cost center. A Budget Summary with the technical adjustments included and highlighted.

Recommended Action: UNANIMOUS VOTE. Staff recommends approving the Technical Adjustments to the FY 09-10 budget. The Joint Powers Agreement requires unanimous approval of the Technical Adjustments.

9.2) MOU for Agency Staffing Services Report from Agency Counsel requested by Agency Chair.

9.3) Update on Divestiture Phil Demery, Director of Transportation and Public Works, will provide an update on the divestiture of the Central Landfill. **No action required.**

DIVERSION

10.1) Green Cities California Carryout Bag MEA At the August 19, 2009 SCWMA Meeting, the Board requested additional information about a Master Environmental Assessment (MEA) for single use and reusable carryout bags. This staff report identifies parties contributing to the MEA, how SCWMA funds would be used by Green Cities California, and includes the Scope of Work for ICF Jones and Stokes. **Recommended Action: Staff recommends authorizing the Executive Director to make a payment to Green Cities California in the amount of \$5,000 to fund the Master Environmental Assessment on Single-Use and Reusable Bags.**

HHW

11.1) RFP for E-Waste Collection Event Services The Agency entered into an agreement with ASL Recycling on May 21, 2008 for Electronic Waste Management Services for the purpose of holding E-waste collection events. The current advertised schedule of E-waste collection events runs through March 14, 2010. ASL Recycling abruptly went out of business as of August 14, 2009. Therefore, in order to proceed with the Agency's publicized collection events, the Agency entered into an emergency agreement with ECS Refining, who holds an existing contract with the Agency, to provide the stopgap service until a new recycler could be found through a formal Request for Proposals (RFP) process. **Recommended Action: Staff recommends approving immediate issuance of a RFP for an E-waste Contractor and directing staff to return with**

a recommendation for a selected E-waste Contractor and a "back-up" E-waste Contractor. The alternative would be to approve extending the existing arrangement with ECS Refining to provide services for all the currently publicized events through March 14, 2010 and direct staff to issue a RFP for a one (1) year agreement with an E-waste Contractor to provide services to start in April 2010 and return with a recommendation for a selected E-waste Contractor and a "back-up" E-waste Contractor.



MINUTES OF AUGUST 19, 2009

The Sonoma County Waste Management Agency met on August 19, 2009, at the City of Santa Rosa Utilities Department's Subregional Water Reclamation System Laguna Plant, 4300 Llano Road, Santa Rosa, California.

PRESENT:

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

Vince Marengo, Chair
Marsha Sue Lustig
Mike Kirn
Dan Schwarz
Dell Tredinnick
Jack Griffin
Steve Barbose
Christa Johnson
Phil Demery

ABSENT:

City of Cloverdale

STAFF PRESENT:

Executive Director
Counsel
Staff

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

Recorder

1. CALL TO ORDER SPECIAL MEETING

The special meeting was called to order at 8:30 a.m. by Chairman Marengo.

2. OPEN CLOSED SESSION

PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) and (4) PUBLIC
EMPLOYEE PERFORMANCE EVALUATION TITLE: AGENCY EXECUTIVE
DIRECTOR

CONFERENCE WITH LEGAL COUNSEL PURSUANT TO
Government Code Section 54956.9(c) Initiation of litigation - one case

3. ADJOURN CLOSED SESSION

No report.

Dan Schwarz, Rohnert Park, left the meeting at 9:40 a.m. (ek)

4. CALL TO ORDER REGULAR MEETING/INTRODUCTIONS

The regular meeting was called to order at 9:45 a.m.

5. ATTACHMENTS/CORRESPONDENCE

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

The Chairman asked the Executive Director to take the floor.

Mollie Mangerich explained that there had been a sudden change in an existing contract the Agency held with ASL Recycling to conduct e-waste collection events. The scope of the contract was such that the Agency did not pay for the services that were provided because the State was reimbursing ASL for the electronic waste that was collected in Sonoma County. As part of that contract the Agency was able to gain some revenue on the collected e-waste. Reimbursement was to be 60 to 90 days, however in April and May the reimbursement slowed yet the collections events continued. Staff met with ASL regarding the lack of reimbursement for ten collection events totaling \$23,905. As of August 14, 2009, ASL closed their doors for business and is no longer able to provide the services they contracted for. Agency Counsel provided a termination letter to ASL Recycling requiring that the outstanding balance be paid in full within two weeks.

In order to cover upcoming e-waste collection events that had been advertised, a conversation between the Executive Director and ECS Refining (who currently collects e-waste from the transfer stations) took place, and ECS agreed to a stop-gap measure filling in for the next three months of e-waste collection events. Staff would like to come back to the Board in September and request permission to issue an RFP to other electronic waste collectors to establish a new contract with an electronic waste collector.

6. ON FILE WITH CLERK

No items on file with the clerk.

7. PUBLIC COMMENTS (items not on the agenda)

There were no public comments.

CONSENT

8.1 Minutes of June 17, 2009

8.2. FY 08-09 Fourth Quarter Financial Report

8.3 Compost Relocation Update

Items 8.1 and 8.2 were pulled by Christa Johnson, Town of Windsor.

Item 8.3, Mike Kirn, Healdsburg, moved to approve Item 8.3. Jack Griffin, Sebastopol, seconded. Cloverdale and Rohnert Park, absent.

Item 8.1, Christa Johnson, Windsor, Dell Tredinnick, Santa Rosa, and Marsha Sue Lustig, Cotati, abstained from this item because they were not in attendance at the June 17, 2009 SCWMA meeting.

Mike Kirn moved to approve Item 8.1 with abstentions. Jack Griffin seconded. Cloverdale and Rohnert Park absent.

Item 8.2, Christa questioned two items in the legal budget; legislative monitoring and work on AB 1234 training.

Ms. Mangerich said staff monitors state legislation and if Agency Counsel hears of something out of state, she provides insight.

Ms. Coleson said she wrote an opinion as to why the Agency Board was not required to have AB 1234 training. Much of the work she performed over the past year was on unanticipated

projects such as the HHW Lease Agreement, the Agency Program Fee, and document connected to the divestiture. Also the ColWMP update required more legal assistance than had been originally been included in the FY 08-09 Budget.

Item 8.2 Christa Johnson moved to approve, Marsha Sue Lustig, seconded. Cloverdale and Rohnert Park absent.

REGULAR CALENDAR

ORGANICS

9.1 PRESENTATION BY THE COMPOST CLUB

Karina Chilcott said at the February 2008 Agency meeting, staff was directed to withhold contributions to the Contingency Reserve from the Education cost center and instead apply those funds (approximately \$9,700) towards a onetime increase in Contract Services for an educational effort targeting 5th and 6th graders. At the October 2008 meeting, the Board approved splitting the award between the top two ranked proposers, which were the Compost Club and Strawberry School, with the stipulation that the projects be completed by the end of the fiscal year, June 30, 2009.

Ms. Chilcott introduced Rick Kaye, Founder and Boardmember of the nonprofit group the Compost Club. Mr. Kaye gave a summary report of the grant that was received from the Agency using a power point presentation. Mr. Kaye also acknowledged Will Bakx and Alan Siegle, members of their advisory council for the Compost Club.

DIVERSION

10.1 BEVERAGE CONTAINER UPDATE

Patrick Carter explained that in January 2000 the California Department of Conservation (DOC) appropriated \$10.5 million annually to be paid to cities and counties to support the recycling of cans and bottles. These funds came from unclaimed deposits on beverage containers purchased in California.

In March 2000, the Agency agreed to accept responsibility for the management of DOC grant money for all Sonoma County jurisdictions.

Each year, from 2000 to 2004, the DOC sent the grant money directly to the Agency. That money was pooled and then used for projects the cities and county proposed, with approval from the Board.

In 2005 the DOC started sending the grant money directly to the cities with the Agency filling out funding requests on behalf of the cities, and then the Agency invoicing the cities. Generally the grant amounts were over \$130,000; last year it was \$133,000. This year there is an 85% reduction in funding and it is expected that approximately a total of \$19,758 will be awarded to the cities. Difficult economic times and more people recycling and reclaiming those deposits could be some factors that are causing the decrease.

Historically, much of the grant funding was used to fund a contract with the Sonoma County Probation Department to service beverage containers in the Regional and State parks throughout the County. With less than \$20,000, there will not be enough money to fund those programs. Staff has been proactive with contacting the parks, and while all of them would be sorry that the servicing of their containers may not continue in the future, they all acknowledge that their internal staff could pick up the slack and provide that service in place of the Probation department.

Staff proposes entering into an agreement with Sonoma County Probation to cover the first quarter of FY 09-10, which will give the parks time to transition into the servicing of their own containers. This new agreement would not exceed September 30, 2009. There is a slight change from the staff report. In the discussion of funding impacts where it says there is approximately \$44,600 available, due to some issues, the number has been decreased to \$4,449.07 (of which \$2,000 has already been spent for beverage container purposes) leaving \$2,249.00. It is estimated that \$19,758 will be available through the grant. The reduction overall affects the ability to execute the agreement as described with the Probation Department. Staff proposes a reduction in the number of collection days from 38 to 34. The cost would be reduced from \$24,700 to \$22,100, which would leave \$107 remaining from the grant.

Ms. Mangerich added this was a historical oversight. When staff discovered there were significant cuts to this program, staff and the accountant from the Auditors-Controller's Office, Mimi Davis, carefully looked at the remaining funds \$44,000 and went back historically to verify the correct amount. Staff found that back in FY 07-08 a mistake was made and the mistake had been rolled forward. Although this is a significant reduction, due to Mr. Carter's change in collection frequency, services will be provided through the month of September and there will be adequate money to cover it.

Chairman Marengo asked if there was a projection for the rest of the fiscal year.

Mr. Carter said the \$19,758 expected from the State would be incorporated into the Technical Adjustments coming to the Board for approval in September.

Ms. Mangerich said the contractual obligations would be covered through the end of September with the Sonoma County Probation Department and then the Probation Department would absorb the collection costs within their budget.

Mr. Carter said that what it would mean is no new projects for the rest of the year. Staff would like to recommend that in the future all the DOC money would go to fund new beverage container purchases, rather than being encumbered with service agreements.

Mr. Kirn, City of Healdsburg, questioned whether staff was certain the 85% reduction in funding was due to increased recycling efforts.

Mr. Carter explained that according to the DOC's official notice, it is the increase in recycling that they attribute to this reduction.

Mr. Tredinnick asked if there was data confirming this information.

Mr. Carter said the DOC still has money, but this isn't the only program they fund. They also fund the Conservation Corps and payments to the actual recyclers.

Ms. Mangerich said the DOC website has a very good accounting of these reductions across the different funding areas, and their prioritization of the cuts, payments to cities and counties took a major hit.

Mr. Kirn confirmed the agreement was for the first three months of the fiscal year; July, August, and September and asked which parks were being provided service by the Probation Department.

Mr. Carter explained the servicing was throughout the county, mostly regional parks and some state parks.

Christa Johnson, Town of Windsor, expressed her support for staff's recommendation and suggested in the event that there is more money available in the future, the Agency have a countywide program, which addresses specific issues such as gas stations, and work with the private sector to develop a program where uniform recycling containers are placed at every gas station.

Jack Griffin, City of Sebastopol, said he was supportive of staff but felt it was important to have a contingency plan in place.

Mr. Demery said it was a real possibility that the State could continue to hold onto the grant funds.

Ms. Mangerich said it was likely that staff would return to the Board with an appropriation transfer from one of the reserves to cover Agency obligations. Simultaneously staff has been problem solving forward to ensure that the services continue. Staff has met with the North Bay Conservation Corp, who is funded by the DOC to provide collection services at multi-families, public events such as recycling containers at Infineon Raceway. The meeting included the auditing of all the cans and as well as locations. Staff will contact them after this Board meeting to share Board comments.

Dell Tredinnick, moved to approve the agreement with Sonoma County Probation for a term not to exceed September 30, 2009 to service recycling containers. Phil Demery, County of Sonoma, seconded. Cloverdale and Rohnert Park, absent.

10.2 CARRYOUT BAG LEGISLATIVE UPDATE

Mr. Carter reported the City of Palo Alto had enacted a ban under a negative declaration of environmental impacts under CEQA. They were sued for the ban by the 'Save the Plastic Bag' coalition and had settled their lawsuit. Under the terms of that settlement, the City would still be able to implement their plastic bag ban in grocery stores, but they would be required to produce an Environmental Impact Report (EIR) on the subject of banning plastic bags citywide.

The State of California budget issues impacted the California Ocean Protection Council's (COPC) plan to perform a Master Environmental Assessment (MEA) that would enable other local jurisdictions who were considering bans to tier off this overarching CEQA document for their own fees in order to mitigate the need for an expensive EIR process. The COPC was unable to fulfill that contract due to budget issues, but in its place Green Cities California, a non-profit organization, resumed the work with the original selected contractor, ICF Jones & Stokes. The contractor was able to secure enough funding to get the project started, they are requesting additional funds to continue. They've requested contributions of \$2,500 to \$5,000 from organizations interested in using this assessment. Any level of contribution would be appreciated.

Chairman Marengo commented that staff gave an excellent report. He added that it is important to stay proactive on legislation concerning carryout bags. He also recommended that the Agency donate \$5,000 to Green Cities California.

Mr. Demery inquired what cost center would be used for the donation.

Ms. Coleson suggested that staff return to the Board in September with a report and recommendation including financial information.

Phil Demery moved to direct staff to return to the Board in September with a report and recommendation regarding a donation to Green Cities California. Steven Barbose, seconded. Cloverdale and Rohnert Park, absent.

HOUSEHOLD HAZARDOUS WASTE

11.1 MOU FOR USED OIL AND FILTER COLLECTION FOR PETALUMA AND WINDSOR

Lisa Steinman reported the California Integrated Waste Management Board (CIWMB) issues annual block grants to help local governments establish or enhance permanent, sustainable used oil recycling programs. The Agency applies annually for the Used Oil Block grants and has been awarded funding through this grant each year. The members of the Agency Board have authorized the Agency, in a 2005 resolution, to submit applications and manage any Used Oil Block Grants through Fiscal Year 2010/2011.

Prior to 2005, the CIWMB required Memorandum of Understandings (MOU) from the Agency's member jurisdictions in order to receive Used Oil Block Grant funds. Each member jurisdiction had MOUs in place with the Agency, with termination dates of June 30, 2005. Since this is no longer a CIWMB requirement, there are no current MOUs in place.

Both the Town of Windsor and City of Petaluma maintain a used oil and oil filter collection center at their respective corporation yards. The tank contamination at the Petaluma Corporation Yard in 2008 reinforced the need to have MOUs in place for both Windsor and Petaluma.

The purpose of the MOUs is to set forth the terms and conditions of the use of grant funds by Town of Windsor and City of Petaluma of the grant funds. The new MOUs shall commence on August 19, 2009 and shall terminate on the expiration date of the JPA Agreement, February 11, 2017.

The Agency will continue to reimburse the Town of Windsor and City of Petaluma for collection costs for the used oil and filters collected from the public at each site.

Staff recommends Board approval of the MOUs between the Agency and the Town of Windsor and the Agency and the City of Petaluma.

Chairman Marengo requested two modifications to Petaluma's MOU, a signature block page and secondly in Exhibit A, item 3, he would like it modified to read 'agency staff will review and approve, with approval not unreasonably being withheld' all payment requests for completeness before including them in Agency's payment request to the CIWMB.

Dell Tredinnick, Santa Rosa, moved to approve the motion with modifications. Steve Barbose, Sonoma, seconded. Cloverdale and Rohnert Park, absent.

12. BOARDMEMBER COMMENTS

Chairman Marengo requested the following items be agendaized for the September meeting.

- MOU for Agency staffing services
- RFP for E waste collection events
- Update on carryout bag legislation including staff report and recommendation on contribution to Green Cities California
- Divestiture Update

13. STAFF COMMENTS

Mr. Carter said the comment period is over on the draft SPEIR and 13 comments were received. Many of the comments focused on greenhouse gases.

- One questioned whether the SCWMA should be the lead agency for the project.
- One required more information on our ability to provide 15 years more capacity, identified in the CoIWMP.
- One questioned how reopening Central would affect C&D collection.

- One questioned whether mitigation measures would include flow control on private haulers.
- One requested more information about Redwood Landfill being included.
- One questioned the dual baseline approach.

An internal draft document should be completed at the end of August and the public hearing could be agendized for October meeting.

Ms. Steinman said staff submitted an application for the Cycle 15 Used Oil Block Grant in July, and is waiting for a response. There has been a decline in revenues for that program and there could be a 55% to 58% reduction in the grant funds.

Ms. Mangerich distributed a letter to the Board from the Sonoma County Resource Recovery Association.

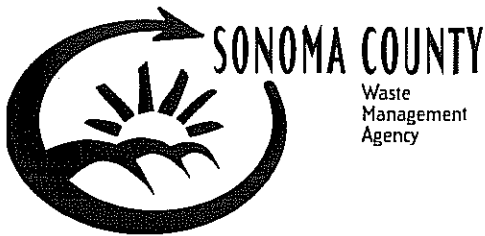
14. ADJOURNMENT

Meeting adjourned at 10:40 a.m.

Respectfully submitted,
Elizabeth Koetke

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

- 1) ASL termination letter**
- 2) E waste collection event schedule**
- 3) Letter from Sonoma County Resource Recovery Association to Agency Boardmembers**



Agenda Item #: 8.2
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 9/16/2009

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. At the May 20, 2009 SCWMA meeting, Site 40 was added to the EIR in the place of Site 14. Site 40 is to be studied at an equal level to the preferred site, Site 5a.

II. DISCUSSION

The consultant team expects to produce a Draft Environmental Impact Report (DEIR) later this month or in early October. Depending on the timing of the release of the DEIR, staff will arrange for a public hearing of the DEIR at the October or November SCWMA meeting. The release of the DEIR will trigger a 45 day comment period.

III. FUNDING IMPACT

There is no funding impact resulting from this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This transmittal is informational only. No action is requested.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



Agenda Item #: 8.3
Cost Center: Reserves
Staff Contact: Klassen
Agenda Date: 9/16/2009

ITEM: R3 Update: Alternative Fee Collection Method

I. BACKGROUND

In August 2006, the Local Task Force recommended the Agency develop an Agency administered direct funding mechanism, named Agency Program Fee (Fee), generating revenue equivalent to the current revenue generated by the surcharge on the tipping fee.

In October 2006, the Board discussed the Agency's legal authority to adopt and implement a Fee. 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. 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, who decided to continue with the tipping fee surcharge for the FY 07-08 fiscal year. The issue was revisited at several Agency Board Meetings between FY 07-08 and FY 08-09.

At the Board's direction, staff issued a Request for Proposals for a financial consultant to develop a model of the cost formula that would be used to implement the Fee. The RFP was distributed January 23, 2009. The Agency entered into an agreement for consulting services with R3 Consulting at the April 15, 2009 meeting.

II. DISCUSSION

R3 is developing financial models for the Agency's future consideration. They have made contact with all of the material recovery facilities and are attempting to meet with franchised and independent haulers that do business in Sonoma County to get a better understanding of the materials they transport and how those materials would be included.

Major project goals would include extending the Agency's tipping fee surcharge from declining landfill rates to other forms of solid waste, while preserving the financial incentive to recycle rather than dispose in a landfill. Covered materials would include recyclable materials, green and wood waste, and construction and demolition debris. Surcharge rates have not been assigned, but the intent is for the landfill disposal surcharge to be greater than the surcharge on construction and demolition materials or composted materials.

III. FUNDING IMPACT

There is no funding impact resulting from this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This transmittal is informational only. No action is requested.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



Agenda Item #: 9.1
Cost Center: All
Staff Contact: Klassen/Fisher
Agenda Date: 9/16/2009

ITEM: Technical Adjustment for FY 09-10

I. BACKGROUND

At the April 2009 Board meeting, the budget for FY 09-10 was unanimously approved by the Agency Board. The budgeting process followed by the Agency includes an opportunity to make changes (Technical Adjustments) to the budget after the fiscal year-end to reflect information more current than was available at the time of budget approval in June.

There are seven proposed technical adjustments for the Agency's FY 09-10 Budget. The technical adjustments are listed, with descriptions, by cost center. A Budget Summary with the technical adjustments included and highlighted is attached.

II. DISCUSSION

Education

Expenditures

An expenditure to design and implement a website was approved as a part of the FY 08-09 Budget. During the fiscal year approximately 92 hours of work were completed and billed. The Agency never received the billing and at the present time, the Information Systems Department (ISD) is investigating where the billing was sent. The remaining work is expected to be completed during FY 09-10. There was an expectation of the approved funding being carried-forward to FY 09-10 and this did not happen, therefore the FY 09-10 Budget needs to be adjusted to recognize the entire project amount of \$35,000. These funds will need to be taken from the Contingency Reserve.

Revenues

The offsetting revenues to cover the \$35,000 website design and implementation will be taken from the Contingency Reserve.

Diversion

Expenditures

Professional Services is decreased \$91,447 to recognize the reduced grant award from the Beverage Container Grant, sponsored by the Department of Conservation.

OT-Within Enterprise is decreased \$26,230 (\$22,800 from prior fiscal year and \$3,430 from the current fiscal year), which would have been the contribution to the Contingency Reserve

Revenues

There is a decrease of \$109,386 in State-Other Revenue to match the decreased expense for the Beverage Container Grant program.

Contingency Reserve

Expenditures

The first technical adjustment to the Contingency Reserve is an increase of \$35,000 in OT-Within Enterprise as a contribution to the Education cost center in order to bring the budget into balance after the inclusion of funding to complete the website design and implementation.

Revenues

The second technical adjustment is the decrease in OT-Within Enterprise of \$26,230. These funds are the prior and current year undesignated funds that would have been transferred from the Diversion cost center into this reserve.

III. FUNDING IMPACT

Summary Budget, with Technical Adjustments (highlighted) included, is attached. Upon approval, this would be the FY 09-10 Budget.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the Technical Adjustments to the FY 09-10 budget. The Joint Powers Agreement requires unanimous approval of the Technical Adjustments.

V. ATTACHMENTS

Resolution

Summary Budget with Technical Adjustments

Requests for Technical Changes to 2009-10 Proposed Budget

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

RESOLUTION NO.: 2009-

DATED: September 16, 2009

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY")
ADOPTING TECHNICAL ADJUSTMENTS TO THE ANNUAL BUDGET
FOR FISCAL YEAR 2009-10.

WHEREAS, this Agency gave direction to Agency's Executive Director to prepare and present an annual budget; and

WHEREAS, an annual budget has been prepared and presented to this Agency and unanimously adopted by this Agency on April 15, 2009; and

WHEREAS, fewer expenditures, in the amount of \$47,677 and fewer revenues, in the amount of \$100,616 have been identified for Fiscal Year 2009-10 since the adoption of the annual budget.

NOW, THEREFORE, BE IT RESOLVED that the technical adjustments to the Agency's Annual Budget for the period July 1, 2009 to June 30, 2010, attached hereto as Exhibit A is hereby adopted.

BE IT FURTHER RESOLVED that the Agency Clerk shall deliver a certified copy of this resolution and its supporting documentation to the Sonoma County Auditor-Controller.

MEMBERS:

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_____ 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

FY 2009-10 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
SUMMARY WITH TECHNICAL ADJUSTMENTS

A. EXPENDITURES:

SUBJECT TITLE	Wood Waste 799114	Yard Debris 799213	H H W 799312	Education 799411	Diversion 799510	Planning 799619	Organics Program Reserve 799221	HHW Facility Closure 799320	HHW Facility Reserve 799338	Contin. 799718	Total All Divisions
SERVICES AND SUPPLIES											
6103 Liability Insurance	950	1,900	4,000	1,425	950	950	0	0	0	0	10,175
6400 Office Expense	0	0	6,000	30,000	500	0	0	0	0	0	36,500
6500 Professional Services	0	0	79,520	11,000	22,100	0	0	0	0	0	112,620
6521 County Services	500	525	2,000	2,374	700	797	0	0	0	0	6,896
6540 Contract Services	205,880	2,634,788	1,221,135	98,100	0	0	200,000	0	240,000	0	4,599,903
6573 Administration Costs	6,710	100,231	168,314	213,203	37,232	39,877	52,156	0	47,675	57,308	722,706
6590 Engineering Services	0	0	0	0	0	7,964	8,690	0	759	0	17,413
6610 Legal Services	0	8,000	15,000	25,000	7,000	2,000	30,000	0	5,000	10,000	102,000
6629 Accounting Services	998	4,797	1,900	1,900	397	397	0	0	0	0	10,389
6630 Audit Services	1,900	3,350	8,400	2,000	950	900	1,000	0	0	0	18,500
6820 Rents/Leases - Equip	0	5,500	0	0	0	0	0	0	0	0	5,500
6840 Rental Bldg/Improve	0	0	23,000	2,500	0	0	0	0	0	0	25,500
6880 Small Tools	2,408	4,816	2,408	2,408	0	2,408	0	0	0	0	14,448
7062 Enforce Agency Fees	0	20,000	0	0	0	0	0	0	0	0	20,000
7301 County Car Expense	0	3,000	0	0	0	0	0	0	0	0	3,000
7302 Travel Expense	0	0	1,000	0	0	0	0	0	0	0	1,000
7400 Data Processing	0	0	50	35,000	0	0	0	0	0	0	35,050
SUBTOTAL	219,346	2,786,907	1,532,727	424,910	69,829	55,293	291,846	0	293,434	67,308	5,741,600
OTHER CHARGES											
8624 OT-Within Enterprise	23,869	404,725	58,562	0	0	1,052	0	0	0	35,000	523,308
OT-Within Enterprise (PY)	57,550	1,005,288	607,015	0	0	52,802	0	0	0	0	1,722,655
HHW Closure	0	0	6,667	0	0	0	0	0	0	0	6,667
8700 Reimbursements	0	(21,060)	(14,656)	(43,295)	0	0	0	0	0	0	(79,011)
SUBTOTAL	81,519	1,388,953	657,588	(43,295)	0	53,854	0	0	0	35,000	2,173,619
TOTAL EXPENDITURES	300,865	4,175,860	2,190,315	381,615	69,829	109,147	291,846	0	293,434	102,308	7,915,219

B. REVENUES:

SUBJECT TITLE	Wood Waste 799114	Yard Debris 799213	H H W 799312	Education 799411	Diversion 799510	Planning 799619	Organics Program Reserve 799221	HHW Facility Closure 799320	HHW Facility Reserve 799338	Contin. 799718	Total All Divisions
1700 Interest/Pooled Cash	795	12,840	7,615	79	389	583	31,914	593	10,419	1,500	66,727
2500 State-Other	0	0	163,873	11,000	22,746	0	0	0	199,755	0	397,374
2901 Tipping Fee Revenue	227,520	3,067,732	1,057,050	320,760	29,160	51,030	0	0	0	0	4,753,252
3980 PY Revenue	0	0	0	0	0	0	0	0	0	0	0
4020 Sale of Material	10,000	85,000	0	0	0	0	0	0	0	0	95,000
4102 Donations/Reimburse	5,000	5,000	354,861	46,276	3,154	4,732	0	0	0	0	419,023
4624 OT-Within Enterprise	0	0	0	35,000	0	0	1,491,532	6,667	665,577	53,854	2,252,630
TOTAL REVENUES	243,315	3,170,572	1,583,399	413,115	55,449	56,345	1,523,446	7,260	875,751	55,354	7,984,006
NET COST	57,550	1,005,288	606,916	(31,500)	14,380	52,802	(1,231,600)	(7,260)	(582,317)	46,954	(68,787)

REQUEST FOR TECHNICAL CHANGE TO 2009-10 PROPOSED BUDGET

Prepared By: Charlotte Fisher Division: Integrated Waste
 Fund Name: Special District Section: Contingency
 Fund Number: 85-500-710
 Phone: 565-2413 Index No. 799718
 Department Head Approval: _____

Index Expenditure Adjustment			
No. -	Sub-Object No.	Account Title/Explanation	Amount
	8624	Increase in OT-Within Enterprise in order to balance the Education cost center budget after including funding for completion of the website project	\$35,000

Index Revenue Adjustment			
No.	Sub-Object No.	Account Title/Explanation	Amount
	4624	<u>OT –Within Enterprise</u> Transfer of prior year funds from the Diversion cost center	(\$26,230)

NET COST
 Amount of Increase or (decrease) \$46,954

REQUEST FOR TECHNICAL CHANGE TO 2009-10 PROPOSED BUDGET

Prepared By: Charlotte Fisher Division: Integrated Waste
Fund Name: Special District Section: Diversion
Fund Number: 85-500-510
Phone: 565-2413 Index No. 799510
Department Head Approval: _____

Index	Expenditure Adjustment		
No. -	Sub-Object No.	Account Title/Explanation	Amount

		<u>Professional Services</u>	
6500		Reduction in grant award from Department of Conservation (Beverage Container Grant)	(\$91,447)
8624		Reduction in contributions to the Contingency Reserve	(\$26,230)

Index	Revenue Adjustment		
No.	Sub-Object No.	Account Title/Explanation	Amount

2500		<u>State - Other</u>	(\$109,386)
		Reduction in grant award from Department of Conservation (Beverage Container Grant)	

NET COST
Amount of Increase or (decrease) (\$14,380)

REQUEST FOR TECHNICAL CHANGE TO 2009-10 PROPOSED BUDGET

Prepared By: Charlotte Fisher Division: Integrated Waste
 Fund Name: Special District Section: Education
 Fund Number: 85-500-410
 Phone: 565-2413 Index No. 799411
 Department Head Approval: _____

Index Expenditure Adjustment			
No. -	Sub-Object No.	Account Title/Explanation	Amount
	7400	<u>Data Processing</u>	
		Increase in Information Systems Department (ISD) expenditure for completion of the website design and implementation	\$35,000

Index Revenue Adjustment			
No.	Sub-Object No.	Account Title/Explanation	Amount
	4624	<u>OT-Within Enterprise</u>	
		Increase in OT-Within Enterprise in order to fund the website design and implementation scheduled for FY 08-09 and was not completed	\$35,000

NET COST

Amount of Increase or (decrease)

\$0



Agenda Item #: 9.2
Cost Center: All
Staff Contact: Coleson
Agenda Date: 9/16/2009

ITEM: Agency Staffing Services

I. BACKGROUND

At the August 19, 2009 Agency Board meeting, direction was given to place an item for discussion on the September agenda concerning the current Memorandum of Understanding with the County of Sonoma for staffing ("MOU") and other options or models for providing staffing services.

II. DISCUSSION

MOU with the County of Sonoma

Section 4 of the Joint Powers Agreement ("JPA Agreement") that formed the Sonoma County Waste Management Agency ("Agency") provides that the Agency "will contract with Sonoma County for staff services with the Recycling, Marketing, and Integrated Solid Waste Manager." The County of Sonoma ("County") has changed this job title to Recycling Manager. This staffing relationship was memorialized in an MOU between the County and the Agency.

The current MOU, executed by the County on September 18, 2007 and by the Agency on October 17, 2007, provides for staffing services as listed in the Agency's budget. For the 2009/10 fiscal year, staffing services include an Executive Director and five staff members at a total cost to the Agency of \$722,706.

All Agency staff, including the Executive Director, are employees of the County. Pursuant to the MOU, the County has agreed to:

- 1) consult with and provide the Agency Board with the opportunity for meaningful input into any selection of a new Recycling, Marketing, and Integrated Solid Waste Manager (Section 1.3);
- 2) provide the Agency with at least thirty days written notice prior to any change in staffing services or, if the County has less than thirty days notice, within 24 hours of an upcoming change in staffing services (Section 1.2); and
- 3) provide the Agency Board with the opportunity to provide feedback or comments regarding the services of the Manager during the County's review process. (Section 1.4)

The MOU may be modified or terminated as required and shall be updated automatically with each annual Agency budget. (Section 6)

Alternative Staffing Models

The following is a small sampling of staffing models used by other joint powers agencies or similar types of governmental entities.

A) Alameda County Waste Management Authority - The ACWMA is a joint powers agency comprised of the County of Alameda, the fourteen cities within the County and two sanitary districts. ACWMA has approximately 35 staff members, including an Executive Director. All staff are employees of ACWMA. ACWMA uses an outside auditor, legal counsel, information technology and a payroll service. Most other traditional functions of a public agency are in-house. They are currently working on a classification study and comparative survey to determine if ACWMA's benefit package is comparable to those of its members.

B) Sonoma County Transportation Authority - The SCTA is a governmental entity formed as a result of legislation passed in 1990 and is governed by board comprised of elected officials from the nine cities within Sonoma County and the County. SCTA has eight staff members, including an Executive Director. All staff are employees of SCTA. SCTA contracts with the County of Sonoma for payroll and employee benefit administration as well as maintenance of their computer system. SCTA employees receive the same benefit package as County employees.

C) Local Government Services – LGS is a joint powers agency formed by the City of San Carlos and the Association of Bay Area Governments (ABAG) to provide staffing services to other governmental entities. LGS is the employer of record for staff members of many joint powers agencies including the Marin Telecommunications Agency and the Marin Emergency Radio Authority. Joint powers agencies or other governmental entities contract with LGS to provide payroll and benefit administration for staff members chosen by the joint powers agencies. As a joint powers agency, LGS is a member of the Public Employee Retirement System (PERS).

D) Regional Government Services – RGS is a joint powers agency formed by the City of Larkspur and the Association of Bay Area Governments (ABAG) to provide staffing services to other governmental entities. RGS functions much like LGS with the exception that RGS is not a member of a public retirement system. As a consequence, RGS serves as the employer of record for staff members who have already retired from a PERS agency.

E) Various Private Companies – A number of joint powers agencies and other types of governmental entities use the services of different private companies to provide staffing services. One of the considerations important to this type of arrangement is that a private company cannot be a member of a public retirement system. As a consequence, public employees are less likely to seek employment through a private company model.

III. FUNDING IMPACT

The 2009/10 budget for Agency staffing through the MOU is \$722,706. This represents the fully burdened rate for an Executive Director and five additional staff. There are additional funds budgeted for services such as accounting and auditing, engineering, data processing and computer services.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This item has been provided for discussion purposes.

V. ATTACHMENTS

MOU with the County of Sonoma for Agency Staffing.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

MEMORANDUM OF UNDERSTANDING FOR STAFF SERVICES

This Memorandum of Understanding is made and entered into this 18th day of Sept., 2007 by and between the County of Sonoma ("County") and the Sonoma County Waste Management Agency ("Agency"). County and Agency are sometimes collectively referred to as the "parties" and singularly, a "party".

RECITALS

WHEREAS, pursuant to that certain Agreement between the Cities of Sonoma County and the County for a Joint Powers Agency to Deal With Waste Management Issues ("JPA Agreement") Agency was created to deal with regional waste management issues such as wood waste, yard waste, household hazardous waste and public education; and

WHEREAS, Section 4 of the JPA Agreement requires Agency to contract with County for the services of the Recycling, Marketing, and Integrated Solid Waste Manager; and

WHEREAS, the parties entered into a Memorandum of Understanding for Staff Services on June 23, 1992, and again on July 11, 2000 ("Existing MOU"); and

WHEREAS, the parties desire to terminate the Existing MOU and enter into this Memorandum of Understanding ("Agreement") upon the terms and conditions set forth below.

NOW THEREFORE, in consideration for the promises, covenants and agreements of both parties as set forth below, the parties agree as follows:

AGREEMENT

1. Staff Services.

1.1 County to Provide Staff for Agency. In accordance with Section 4 of the JPA Agreement, County agrees to provide Agency with the services of the Recycling, Marketing, and Integrated Solid Waste Manager ("Manager") and additional staff services as more particularly described in Exhibit A attached hereto. At all times, the Manager and any and all other staff provided to the Agency by the County shall remain the employees of County and Agency shall not be liable or responsible for the provision of employee wages, salary, benefits, workers' compensation or pension. Agency shall reimburse County for staffing services costs as provided in the annual budget, attached and incorporated into this Agreement as Exhibit A.

1.2 Notice Required for Change in Staff Services. County agrees to provide Agency with at least thirty (30) days written notice prior to any change in staffing services or, if County has less than thirty (30) days notice, within twenty-four (24) hours of County becoming aware of an upcoming change in staffing services, or within twenty-four (24) hours of service of any notice concerning the possible severance of employment of the Manager.

1.3 Manager Selection Process. Should County have the need to recruit, replace or fill the position of the Manager, County agrees to consult with and provide the Agency Board with the opportunity for meaningful input into such selection process.

1.4 Agency to Provide Feedback During County Review Periods. County agrees to provide the Agency Board with the opportunity to provide feedback or comments regarding the services of the Manager in conformance with County's employee review process.

1.5 Agency to Reimburse County. County shall submit monthly bills to Agency for services rendered pursuant to Section 1.1 above. Should any bills remain unpaid at the end of any fiscal year, Agency shall pay a surcharge in the amount of seven percent (7%) of the outstanding amount then due. Such surcharge shall be due and payable within thirty (30) days of assessment.

2. Designation of County Auditor-Controller as Agency Auditor. Pursuant to Government Code Section 6505.5, the parties hereby appoint the County Auditor-Controller to be the depository and have custody of all the money of Agency, from whatever source. The auditor shall perform the following functions:

2.1 Receive All Money for Agency. Agency shall receive all money of Agency and place it in the County treasury with instructions to the Auditor to credit Agency for such sums.

2.2 Responsible for Safekeeping. Auditor shall be responsible upon its official bond for the safekeeping and disbursement of all Agency money so held by it.

2.3 Disbursements. Auditor shall pay all sums due from Agency from Agency money, or any portion thereof, only upon claims of the Agency's Executive Director or his or her designee.

2.4 Monthly Reports. Auditor shall distribute monthly reports in writing to Agency's Executive Director. Each monthly report shall include, without limitation, the following information: (i) the amount of money it holds for Agency; (ii) the amount of receipts since the last monthly report; and (iii) the amount paid out since the last monthly report.

2.5 Annual Audit. Pursuant to Government Code Section 6505, Auditor shall make an annual audit of the accounts and records of the Agency and file such report as required by law.

3. Other Reimbursement Obligations. This Agreement in no way affects Agency's obligation to reimburse County for the advancement by County of costs (other than County labor), including, without limitation, costs incurred for permits obtained, for the benefit of Agency, from public agencies having jurisdiction over Agency's operations.

4. Insurance. During the term of this Agreement, Agency shall carry insurance in the amounts set forth in the attached Certificate of Insurance attached hereto as Exhibit B.

5. Indemnification. Agency shall defend, indemnify and hold harmless County from and against all loss, damage or liability for the acts or omissions of County's employees that occur during the work performed hereunder. Agency's obligation hereunder shall be limited in amount and to the extent such claims are covered by the insurance required pursuant to Section 4 above. County shall defend, indemnify, and hold harmless Agency from and against

all loss, damage, or liability arising out of the claims of third persons for County employees' negligence or willful misconduct arising out of or in connection with this Agreement.

6. Review of Agreement. County and Agency may review this Agreement for modification of terms or termination on an as needed basis. In the absence of a direct modification, Exhibit A shall automatically be updated when Agency adopts its annual budget.

7. Miscellaneous Provisions.

7.1 No Continuing Waiver. The waiver by either party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

7.2 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

7.3 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement.

7.4 Construction of Agreement. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in manner that avoids any violation of statute, regulation or law. County and Agency agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement.


7.5 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any party hereof.

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


COUNTY:

COUNTY OF SONOMA

By:


Chairman, Board of Supervisors

ATTEST:



EEVE T. LEWIS, County Clerk
and ex-officio Clerk of the
Board of Supervisors
Robert Deis

APPROVED AS TO FORM:


County Counsel

AGENCY:

SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: 
Chair, Sonoma County
Waste Management Agency

APPROVED AS TO FORM:


Agency Counsel

APPROVED AS TO SUBSTANCE:

By: 
Director of Transportation and Public Works



Agenda Item #: 10.1
Cost Center: Diversion
Staff Contact: Carter
Agenda Date: 9/16/2009

ITEM: Green Cities California Carryout Bag MEA

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

As reported at the August 19, 2009 SCWMA Meeting, Green Cities California, a coalition of local governments whose membership includes Berkeley, Los Angeles, Marin County, Pasadena, Sacramento, San Diego, San Francisco, San Jose, Santa Barbara, and Santa Monica, has entered into an agreement with ICF Jones & Stokes to produce a Master Environmental Assessment (MEA) on the subject of banning single use carryout bags.

Green Cities California has received contributions from Palo Alto, San Clemente, Richmond, Manhattan Beach, Pasadena, San Francisco, Los Angeles, Santa Monica, Earth Resource Foundation, French Basketeer, Surfrider Foundation, Environment Now, Resources Legacy Fund Foundation, Marisla Foundation, Seventh Generation Advisors, Green Sangha, and 11th Hour Project. These contributions funded a majority of the project, but Green Cities California Coordinator, Carol Misseldine, indicated additional contributions would still be accepted to cover the following tasks: 1) facilitate a public comment process for the MEA, (2) develop a Local Impact Calculator, and (3) fund additional research if such needs are uncovered in the process of preparing the report. The expected completion date for the MEA is March 2010.

III. FUNDING IMPACT

\$5,000 would be appropriated from the contingency reserve to fund this project. The Fund Balance of the Contingency Reserve at the end of FY 08-09 was \$147,390.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends authorizing the Executive Director to make a payment to Green Cities California in the amount of \$5,000 to fund the Master Environmental Assessment on Single-Use and Reusable Bags.

V. ATTACHMENTS

Appropriations Transfer
ICF Jones & Stokes Scope of Work

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

SPECIAL DISTRICTS GOVERNED BY
LOCAL BOARDS - BUDGETARY REVISIONS

Resolution No. 2009-

District Name: Sonoma County Waste Management Agency (JPA)
Address: 2300 County Center Dr., Rm. 100B
Santa Rosa, CA 95403
Phone: 565-2413
FY: 2009-10

Auditor's Office Use Only

DOCUMENT #
BATCH #
BATCH DATE

	TC	INDEX	SUB-OBJECT	PROJECT	SUB-OBJECT TITLE	AMOUNT
TO:	203	799510	6540	MEA on Single-Use and Reusable Bags	Contract Services	\$5,000
FROM:		799718	4624	Same as Above	Retained Earnings	\$5,000

WHEREAS, Green Cities California has entered into a certain agreement with ICF Jones & Stokes to perform a Master Environmental Assessment on Single-Use and Reusable Bags; and

WHEREAS, there is uncertainty about the relative environmental impacts of paper and plastic single-use carryout bags; and

WHEREAS, the Sonoma County Waste Management Agency desires information regarding the relative environmental impact of single-use and reusable bag usage; and

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

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

_____, who moved its adoption, seconded by

_____, and adopted on roll call by the following vote:

Cloverdale Cotati Healdsburg Rohnert Park Petaluma

Santa Rosa Sebastopol Sonoma Windsor County

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

Date: September 16, 2009

Attested: Elizabeth Koetke

Signature: _____
Secretary/Clerk of the Board

Signature: _____
Vincent Marengo, Chairperson

Prepared: September 16, 2009

MEA on Single-Use and Reusable Bags

Scope of Work

Green Cities California

July 24, 2009



Contents

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1. Overview of the Project

Single-use plastic shopping bags are nearly indestructible items with a very low recycling rate. Once introduced into the environment, they litter roads and beaches, wash into waterways and the ocean, and are ingested by wildlife (leading to health problems or death). Green Cities California (GCC) has an interest in reducing the amount of plastic litter that is being deposited in California's coastal waters and has encouraged local governments to adopt measures to restrict single-use plastic bags.

Several California local governments have attempted to adopt ordinances that ban or restrict the use of plastic shopping bags. With the exception of the City of San Francisco, the first to adopt such an ordinance, these attempts have been stymied by litigation brought under the California Environmental Quality Act (CEQA). The key argument presented by opponents is that restricting plastic bags may result in an increase in the use of paper shopping bags that would result in a significant environmental impact.

GCC wishes to prepare a Master Environmental Assessment (MEA) that would provide local governments a one-stop reference about the impacts of restricting the use of single-use plastic shopping bags, or of imposing a fee or other restriction on all disposable shopping bags. This MEA could then be used by local governments in the preparation of Environmental Impact Reports (EIRs) to assess the potential impacts of such ordinances. The MEA would reduce the cost and time of preparation of agencies' EIRs by reducing the need for independent research.

ICF Jones & Stokes proposes a budget of \$67,270 to perform the seven tasks described in this technical approach. We assume that the MEA will be prepared using existing data only; if additional analysis and generation of new data is required to support the impact analysis, we will discuss with GCC and request authorization for any additional funds in advance.

1a. Approach

TASK 1: KICK-OFF MEETING. Prior to the kickoff meeting, ICF Jones & Stokes will contact by telephone or e-mail up to 20 cities and counties that have provided letters of support to GCC and query them as to their MEA issues and preferences. We will bring a summary of their responses to the kick-off meeting.

TASK 2: LITERATURE RESEARCH. ICF Jones & Stokes will conduct a comprehensive literature review of readily-available studies from the United States and abroad. Topics will include the environmental impacts of single-use and reusable bags, comparative analyses of imposing fees or bans on single-use bags, as well as mitigation strategies that might be included as part of life-cycle studies. Depending on the number of studies available, we may need to focus on the most common type of plastic resin. Areas of impact analysis will include energy, greenhouse gas (GHG) emissions, biological resources, water quality, waste, and transportation. The literature review will include the rate at which "recycled" bags are being disposed of rather than recycled. ICF Jones & Stokes is affiliated with the Harmer E. Davis Library at UC Berkeley, which provides access to most electronic peer-reviewed journals worldwide. We also have access to data on energy requirements to produce various plastic resins and paper materials using 100% virgin and 100% recycled inputs. Our analysis will focus on bags that are provided by stores that are subject to Assembly Bill 2449 (Chapter 845, Statutes of 2006). The literature research will also include the study "A Microbiological Study of Reusable Bags and 'First or single-use' Plastic Bags", published by Dr. Richard Summerbell.

TASK 3: GAP ANALYSIS. After the completion of the literature research, ICF Jones & Stokes will conduct a selection of the studies in the literature that will be included in the MEA. This selection will be based on the following criteria: (1) credibility of journal/publication, (2) appropriate documentation of data sources and assumptions, (3) clarity of system boundaries, (4) use of appropriate functional unit, and (5) age of study. Following the selection of studies, we will identify whether there are areas that are not properly addressed by the current literature. We do not anticipate that additional technical studies will be required. However if we find during the initial review of the reference materials that there are data gaps, we will immediately notify GCC staff of any additional document research that may be required to support the MEA. We have included in our budget a limited amount of time for additional research. If GCC staff agrees that this additional research is worthwhile and it would exceed our budget for additional research, then we will request additional funding of GCC.

TASK 4: OTHER BAGS. ICF Jones & Stokes will provide GCC an estimate of the cost and time necessary to expand the scope of the literature review to include other bags, such as those available from stores that are not subject to AB 2449 of 2006 or that are outside AB 2449's definitions of plastic carryout bag and reusable bag. If GCC staff agrees that this additional research is warranted, we will request additional funding.

TASK 5: MEA PREPARATION. ICF Jones & Stokes will review readily-available information from the United States and abroad and compile pertinent information from reliable sources in the form of an MEA. The MEA will focus primarily on information available about shopping bags and their environmental impacts. This may include related issues such as aesthetic, biological, and water quality impacts when in the context of the literature on shopping bags.

Life-Cycle Framework—The MEA's compilation of data from existing life-cycle studies needs to be preceded by a general discussion of the life-cycle phases of different types of bags, selection of system

boundaries, functional units, and environmental metrics (e.g., energy use, GHG emissions, waste generated). In order to provide an "apples to apples" comparison of results from different life-cycle studies, we will evaluate whether system boundaries, functional units, and metrics are equivalent amongst different studies. In case they are not, we will evaluate whether it is feasible to adjust the results to enable such comparison, or if we will need to report those results separately from other studies.

Shopping Bags—Our data inquiry will examine single-use plastic shopping bags, single-use paper shopping bags, single use compostable bags, multiple-use plastic bags, and multiple use cloth bags. For each of these types of bags, we will review the available literature and compile information on the following issues, to the extent that such information is encountered in the literature review:

- A general description, based on available sources, of the manufacturing process for each of the five types of bags (for MEA purposes, we will attempt to distinguish between cloth bags made of natural materials vs. those made of petrochemicals, if possible).
- Life-cycle impacts of bag manufacture, including air quality and water quality impacts to the extent that such information is available, and the indirect impacts of and on feedstocks.
- The level of bag recycling in California, and current volume of bags entering landfills or being shipped overseas for disposal.
- Statewide waste stream volumes entering municipal landfills within California (to provide a baseline for potential impacts of increases in paper bag use).
- The capacity of typical shopping bags in each of the four categories (to allow comparisons across type).
- Any possible mitigation strategies related to the use of single-use bags, fees, or bans.

Fees and Bans—Our data inquiry will also examine comparative analyses of imposing fees or bans on single-use bags.

Trash TMDLs—ICF Jones & Stokes will prepare a summary of federal and state water quality standards relating to trash, and regulations adopted and proposed by the Regional Water Quality Control Boards (RWQCBs) to eliminate trash from surface waters. The summary of RWQCB trash TMDLs will highlight the roles played by plastic and paper bags in the stream of litter/trash being addressed by these regulations.

References—ICF Jones & Stokes will compile a list of the references used in the MEA and where they can be obtained.

TASK 6: PEER REVIEW. We will prepare an administrative draft MEA for the review and comment of GCC staff (the contents of the MEA are described below). We will provide GCC staff with an electronic copy of the administrative draft MEA in PDF or Microsoft Word format, as GCC may prefer. GCC may compile public comments as well as comments from the Ocean Protection Council Science Advisory Team and others as appropriate. We will revise the MEA per the comments and submit a final MEA for adoption by GCC. We will deliver the final MEA after two weeks of receiving the compiled list of comments.

TASK 7: MEETING ATTENDANCE. ICF Jones & Stokes staff will participate in one meeting of GCC and the Ocean Protection Council to present the MEA and answer questions regarding the MEA.

TASK 8: ECONOMIC ANALYSIS / LOCAL IMPACT CALCULATOR. Once the draft MEA is available for peer review, ICF Jones & Stokes will query GCC staff as to whether they have the resources and interest in having us evaluate the available data and studies on the economic impacts of fees and bans of different types of bags. If GCC decides to commission this analysis, we will also evaluate the possibility of developing a local impact calculator, which would determine the impacts of proposed regulations (e.g., total ban, fees) on the use of different types of bag. The development of such a tool depends on two important factors: (1) the availability of studies that can reliably predict the effects of regulations on the use of

bags, and (2) the applicability of existing calculation methods for other types of cases. Because of the uncertainties involved in the possibility and the level of effort required to develop such calculator, the actual development of the calculator has not been included in our budget. Should the development of such a tool be possible and straight-forward, we will advise GCC on the resources required to do so.

1b. Proposed MEA Outline

1. Description of the MEA and its intended use
2. Overview of the issue
3. Single-use plastic bag data
4. Single-use paper bag data
5. Single-use compostable bag data
6. Multi-use plastic bag data
7. Cloth bag data
8. Fees and bans data
9. TMDL Review
10. References

1c. Proposed Timeline

<u>TASK 1 – KICKOFF MEETING</u>	2 weeks
<u>TASK 2 – LITERATURE RESEARCH</u>	1 month
<u>TASK 3 – GAP ANALYSIS</u>	1 month
<u>TASK 4 – OTHER BAGS</u>	With Task 2
<u>TASK 5 – MEA PREPARATION</u>	2 months
<u>TASK 6 – PEER REVIEW</u>	2 months
<u>TASK 7 – MEETING ATTENDANCE</u>	1 week

2. Experience with Similar Projects

As a well-recognized leader in CEQA compliance, ICF Jones & Stokes has prepared CEQA documentation for a variety of complex and controversial projects. MEAs are relatively rare. However, we prepared the MEA for the Southern California Association of Governments' Metropolitan Comprehensive Plan in the

1990s. Some similar CEQA documents that provide topical information for later CEQA analyses that we have prepared or are preparing are the Master Environmental Impact Report for the City of Modesto's General Plan (providing the basic environmental data for future land use decisions within the City) and background reports for general plan updates in Inyo County, Butte County, the City of Goleta, and the City of Marysville, among others.

ICF Jones & Stokes offers over 14 years of experience in the development of material life-cycle emission factors related to packaging, waste materials, and climate change. We rely on an outstanding group of professionals with expertise in using life cycle assessment (LCA) as a tool to evaluate alternative products, packaging, and waste management strategies. Under our longstanding support of the Climate Change and Waste program of the U.S. Environmental Protection Agency (EPA), these team members have been instrumental in the development of two widely used online calculation tools: the Waste Reduction Model (WARM), and the Recycled Content Tool (ReCon). Having designed and implemented a framework to convert information on life-cycle processes into GHG and energy factors that are consistent with the Intergovernmental Panel on Climate Change guidance for estimating GHG emissions, we are uniquely well-qualified to examine existing life-cycle data on different types of bags, and compile results in a way that is clear, concise, and according to the basic principles of LCA.

3. Qualifications of Team Members

Dr. Cristiano Facanha of ICF International is a transportation engineer with 10 years of experience in the transportation industry. His main expertise is on life-cycle assessment of transportation systems, including fuels, vehicles, and transportation infrastructure. Dr. Facanha has experience with many LCA tools, such as GREET, Gabi, and EIO-LCA, and he recently assisted in the review process of the

TIAX's Full Fuel Cycle Assessment Well-to-Wheels report to the California Energy Commission, which undertook an LCA of the GHG emissions from several vehicle technologies and alternative fuels. He also compared the global warming potential and energy balance of different ethanol fuel pathways, including corn and cellulosic ethanol in North America, against sugarcane ethanol from Brazil. Dr. Facanha has a Ph.D. in Civil and Environmental Engineering from the University of California at Berkeley, and an M.Sc. in Transportation Management from Chalmers University of Technology.

Ms. Deanna Lizas is a Manager at ICF International. Since 2001, she has conducted research and managed projects related to LCA, waste management, and climate change. Ms. Lizas currently oversees two of ICF's work assignments with EPA's Office of Resource Conservation and Recovery. These efforts involve the review of updated industry life-cycle inventory (LCI) data and development of new and updated material emission factors for the Waste Reduction Model (WARM) and support of WARM stakeholders. Ms. Lizas is also the deputy manager on ICF's work with the Carbon Label Company to evaluate and build the U.S. market development for the Carbon Trust's Product Carbon Footprinting and Labeling Program. She also is supporting the Organization for Economic Co-operation Development (OECD) in a case study analysis of sustainable materials management of wood fibers. Ms. Lizas holds a Master of Environmental Management from the Yale School of Forestry & Environmental Studies and Bachelor of Science in Environmental Science & Sociology from the University of Michigan, Ann Arbor.

Ms. Julia Forgie is a Research Assistant at ICF International. She is currently conducting LCAs of refrigerant cylinders and appliance end-of-life to examine emissions reductions policy options for the California Air Resources Board. She also collaborates on projects involving GHG emissions inventories and regulations at the local, state, and national level, climate change impacts and adaptations, ozone depleting substances, and economic and policy

analysis and advising. Ms. Forgie comes to ICF International from Harvard University, where she studied general and environmental economics, environmental science, engineering, policy, and politics, global change and human health, statistics, and a variety of humanities and social science topics. Her honors thesis examined the role of the precautionary principle in international negotiations, using DDT as a case study. Ms. Forgie received her Bachelor in Environmental Science and Public Policy and minor in Comparative Study of Religion, magna cum laude from Harvard University.

Mr. Terry Rivasplata, AICP is a Technical Director at ICF Jones & Stokes with 30 years of experience and prepares and reviews environmental analysis documents for compliance with CEQA. He participates in land use planning projects, delivers seminars and courses on California's planning and environmental laws, and writes documents that interpret environmental regulations. He is experienced in environmental analysis at the state and local levels. Mr. Rivasplata manages CEQA-related projects and contributes to the preparation of environmental assessment documents for urban and rural planning projects. He provides CEQA instruction through University of California Extension courses and specialized classes for clients. Mr. Rivasplata earned a Bachelor of Science in Environmental Planning and Management from the University of California, Davis.

Mr. Casey Mills is a Project Coordinator at ICF Jones & Stokes and has more than 4 years of planning experience, both serving as a public agency planner and as a liaison between public agencies and communities to develop neighborhood plans. Casey is a project coordinator who concentrates primarily on planning projects. Mr. Mills has experience authoring community impact assessments for transportation projects and preparing land use, agricultural resources and public utilities sections of CEQA and NEPA

documents. In his previous position as a planning policy analyst at the Seattle Planning Commission (Commission), Mr. Mills developed an in-depth knowledge of land use issues, including transportation, housing, general plans, and NEPA compliance. Mr. Mills holds a Master of Political Science and Communications through San Francisco State University and a Bachelor in Psychology from the University of California, Santa Cruz.

4. Three Professional References

Patrick Kelly, AICP, Planning Division Manager
City of Modesto Community and Economic
Development Department

(209) 577-5267

Pkelly@modestogov.com

Sara Hartwell, Environmental Specialist
U.S. Environmental Protection Agency, Office of
Resource Conservation and Recovery

(703) 308-7285

Hartwell.Sara@epa.gov

Frederick W. Buss, AICP, Senior Planner
City of La Cañada Flintridge

(818) 790-8881

Fbuss@icf.ca.gov

5. Conflicts of Interest

To the best of our knowledge, ICF Jones & Stokes does not have any ongoing or potential conflicts of interest as a result of performing work for this project.



Agenda Item #: 11.1
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 9/16/2009

ITEM: RFP for E-Waste Collection Event Services

I. BACKGROUND

The Sonoma County Waste Management Agency (Agency) has been holding electronic waste (E-waste) collection events since 2007. These events provide opportunities for residents and businesses of Sonoma County to bring electronics to specified city centered locations for proper recycling. The Agency entered into an agreement with ASL Recycling on May 21, 2008 for Electronic Waste Management Services for the purpose of holding E-waste collection events. The current advertised schedule of E-waste collection events runs through March 14, 2010. These events are advertised in the 2009 Sonoma County Recycling Guide which is also printed in the current AT&T Yellow Pages.

At the August 19, 2009 Agency Board meeting, the Executive Director of the Agency explained to the Board that ASL Recycling abruptly went out of business as of August 14, 2009 due to financial problems. Therefore, in order to proceed with the Agency's publicized collection events, it was necessary to enter into an emergency agreement with an E-waste recycler to provide the stopgap service until a new recycler could be found through a formal Request for Proposals (RFP) process. The Agency has an existing Agreement with ECS Refining to collect E-waste from the Central Disposal Site and from the County's four other transfer stations. ECS Refining was willing to enter into an emergency agreement with the Agency to provide E-waste collection services in time for the August 22nd event in Guerneville and the August 23rd event in Oakmont.

II. DISCUSSION

On August 18, 2009, Agency staff sent ASL Recycling a termination of agreement letter. The Agency then entered into an emergency agreement with ECS Refining on August 19, 2009. ECS Refining provided exceptional service at the August events and both events were a success, bringing in 18,275 pounds of computers and monitors. The Agency has secured ECS Refining to hold the scheduled E-waste collection events through November 2009.

The Agency is requesting approval from the Agency Board to issue a RFP to establish a contract for E-waste collection services. The Agency proposes to enter into a sixteen (16) month agreement with a selected E-waste Contractor to provide E-waste collection and recycling services for the remaining scheduled events through March 2010 and to hold at least one event per month through March 2011. Staff decided on a sixteen month agreement term so that services would be provided for all events to be advertised in the next Sonoma County Recycling Guide. The Agency would be responsible for logistical requirements, all appropriate notifications and permitting as well as the majority of the advertising and promotion for the events.

Staff is recommending that in addition to selection of a preferred proposer through the RFP process that the Agency establish a contingency or "back-up" agreement with the second highest ranked proposer. The purpose for a contingency agreement is that, if for any reason the selected proposer is unable to perform its service commitments, then the back-up Contractor would be able to step in and immediately provide the E-waste recycling services. This contingency agreement would provide assurance that there would be no interruption in operations or revenue from the E-waste recycling.

III. FUNDING IMPACT

Directing staff to issue a RFP for these services does not have an immediate cost to the Agency. Senate Bill 20 and Senate Bill 50 attach a fee to purchases of computers and televisions and provide funds to approved recyclers, who then provide a portion of that money to official E-waste collectors. The E-waste collection events will provide revenue to the Agency through this State reimbursement program. The selected Contractor will collect E-waste from Sonoma County residents and businesses at no cost to the residents, businesses, or Agency. The selected Contractor will pay the Agency on a per pound basis as described in the bidder's proposal.

It is assumed that the staff time needed to coordinate and manage this effort will be minimal since the Contractor will be expected to provide all related services excluding the services mentioned above. Revenues generated from the E-waste collection events are expected to offset the costs for advertising and staff time necessary to manage a contract for Electronics Collection Events Services.

There would be no additional funding impact to the Agency in establishing the contingency agreement beyond staff time necessary to prepare and process the agreement. This agreement would only be utilized if the preferred proposer was unable to provide the E-waste recycling services required by its contract with the Agency.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving immediate issuance of a RFP for an E-waste Contractor and directing staff to return with a recommendation for a selected E-waste Contractor and a "back-up" E-waste Contractor.

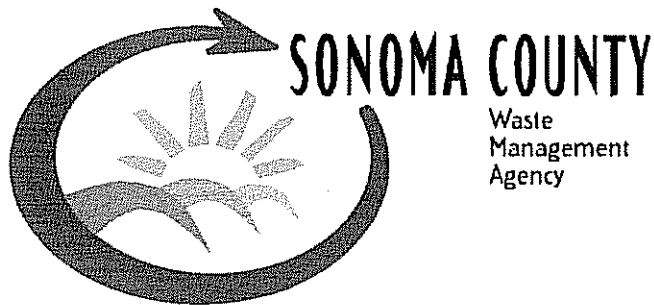
The alternative would be to approve extending the existing arrangement with ECS Refining to provide services for all the currently publicized events through March 14, 2010 and direct staff to issue a RFP for a one (1) year agreement with an E-waste Contractor to provide services to start in April 2010 and return with a recommendation for a selected E-waste Contractor and a "back-up" E-waste Contractor.

V. ATTACHMENTS

Draft RFP

Draft Exhibit A: Proposed Scope of Services

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



DRAFT REQUEST FOR PROPOSALS

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

Proposals due 3:00 p.m. on October 19, 2009

Submit proposal to:

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

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

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

AGENCY:	The Sonoma County Waste Management Agency, a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.
CRT	Cathode Ray Tube (Televisions and/or Computer Monitors)
CONTRACTOR	E-Waste Collector and/or Recycler
COUNTY:	The County of Sonoma
CEWs	Covered Electronic Wastes (Pursuant to SB20/SB50/as defined by Public Resources Code Section 42463)
EVENTS	Electronic Waste Collection Events
E-WASTE	Electronic Waste (Includes CEWs and UWEDs)
RFP	Request for Proposals
UWEDs	Universal Waste Electronic Devices (as defined by California Code of Regulations, Title 22, section 66273.3)

1.2 Overview of Requested Services

The Sonoma County Waste Management Agency (AGENCY) is seeking a sixteen (16) month agreement with a CONTRACTOR to hold city-centered Electronics Waste Collection Events where Sonoma County residents and businesses may bring electronic waste for recycling. These events shall be held on, at least, a monthly basis. The AGENCY shall provide the venues, locations, and times for events to be held through March 2010. The CONTRACTOR shall propose event locations, dates, and times for E-waste collection events to be held from April 2010 through March 2011. The selected CONTRACTOR will be assisted by the AGENCY with publicity for the events.

The AGENCY intends to award "primary" vendor and "back-up" vendor contracts. The "back-up" vendor shall be guaranteed no minimum amount of work. The "back-up" vendor contract shall only be utilized in the event that the "primary" vendor is unable to provide the electronic waste recycling services required by its contract with the AGENCY.

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

1.3 Responsibility of SCWMA

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

- A. Provide signed Proof of Designation form.

B. Provide promotional support including:

- Notifying all appropriate public agencies (police, fire, etc.).
- Arrange for a flier to be placed in a citywide mailer for each event (i.e. utility bill) or a local newspaper advertisement or radio ad if mailers are unavailable.
- Promote event on Agency website.
- E-mail event announcements to Chamber of Commerce and other community organizations.

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

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

Questions must be submitted no later than 3:00 p.m. on **October 5, 2009**; no response will be made to questions submitted after this date. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address and fax number by **October 5, 2009** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving a RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

2.2 AGENCY Contact for Information

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

2.3 Appeals Process

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

- a. The Statement of Dispute must contain a complete statement of the factual and legal basis for the protest.
- b. The Statement of Dispute must specifically refer to the specific portions of the RFP, which form the basis for the protest, and all documentary evidence relied upon.
- c. The Statement of Dispute must include the name, address and telephone number of the

person representing the protesting party.

- d. The party filing the Statement of Dispute must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties shall include all other PROPOSERS, who shall have seven (7) calendar days to respond to the Statement of Dispute.

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

2.4 Confidentiality

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

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

3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

3.1 Submittal Rules

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

1. All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile or emailed proposals will be accepted.
2. Three (3) copies of the proposal shall be submitted to the AGENCY no later than **3:00 p.m.** on the time clock located at 2300 County Center Drive, Suite B100, Santa Rosa, California, on **October 19, 2009**. The package of proposals must be clearly labeled on the outside with the name and the address of the firm submitting the proposal with the words: "E-Waste Collection Events" in the address. One of the copies of the proposal shall be unbound to allow for ease of copying. Proposals must be addressed and delivered to the AGENCY contact found in Section 2.1 above.

3. PROPOSERS shall label one of the copies "Original", which shall govern in the event of any inconsistency among copies of the proposal. This original copy shall be bound.
4. Each proposal shall be printed on 8 1/2" by 11" paper, double-sided where appropriate, or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content.
5. Each proposal shall include all information required by this RFP and any subsequent addenda.
6. Proposals received after the required submittal date will be rejected and will be returned unopened. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Evaluation Process

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

3.3 Rights of the AGENCY

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

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

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

4. PROPOSAL REQUIREMENTS

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

4.1 Letter of Submission

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

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

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

4.2 Proposed Scope of Work

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

4.3 Insurance

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

4.4 Qualifications and Experience of Firm

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

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

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

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

4.5 Agreement for E-Waste Management Services

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

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
September 21, 2009	Distribution of RFP	AGENCY
October 5, 2009	Submit Addenda Distribution Information	PROPOSER
October 5, 2009	Submit Written Questions	PROPOSER
October 19, 2009	Proposals Due (3:00 p.m.)	PROPOSER
November 18, 2009	Award of Agreement (tentative)	AGENCY

6. ATTACHMENTS

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

DRAFT

Exhibit A

Proposed Scope of Services

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

The Contractor shall be required to hold, at the least, monthly (calendar) E-waste collection events. Event locations should vary to most conveniently serve population centers and the unincorporated areas of Sonoma County. The Contractor shall hold the following events with the venues, dates, and times as specified below:

December 2009

Windsor
North Windsor Park & Ride
Saturday December 5, 2009 (8:30-4:30)
Sunday December 6, 2009 (8:30-4:30)

January 2010

Santa Rosa
Wells Fargo Center for the Arts
Saturday January 9, 2010 (8:30-4:30)
Sunday January 10, 2010 (8:30-4:30)

February 2010

Healdsburg
Southern Healdsburg Park & Ride
Saturday February 27, 2010 (8:30-4:30)
Sunday February 28, 2010 (8:30-4:30)

March 2010

Cloverdale
Cloverdale Train Depot
Saturday March 13, 2010 (8:30-4:30)
Sunday March 14, 2010 (8:30-4:30)

The Contractor shall propose event locations, dates, and times for monthly E-waste collection events to be held from April 2010 through March 2011.

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

- (1) (12 points) Please list in detail the collection services proposed to be provided in connection with the SCWMA Electronic Waste Collection Events.
- (2) (12 points) Please describe the Proposer's qualifications and experience as an E-waste collector and/or recycler. Include information on approximate pounds of E-waste collected during a single event. Please specify the duration of the event.
- (3) (3 points) How much time is needed between notification to proceed and the collection event?

Questions 4-7 pertain to proposed events to be held from April 2010 through March 2011.

- (4) (3 points) What is the proposed frequency of the events?
 - Monthly (3 points)
 - Other (1-3 points)
- (5) (3 points) What will be the duration of the event? Please include the proposed days of the week the events are to be held on. (1 of 3 possible points will be given if one of the event days includes a Saturday or Sunday.)
 - 1 day (1 point)
 - 2 days (2 points)
 - Other (1-2 points)
- (6) (3 points) What would be the collection hours for each day of the event? (A full day, 8 hours will be given 3 points, more than 8 hours will be given 2 points, and less than 8 hours will be given 1 point.)
- (7) (12 points) Please list specific locations/addresses that can be provided as venues for E-waste collection events. (The score for this item will be based on whether the SCWMA finds the locations to be acceptable for (1) holding E-waste collection events and (2) servicing the needs of Sonoma County residents.)
- (8) (12 points) What items will be collected at the events?
- (9) (15 points) How much would be paid (charged) to the SCWMA for recycling the materials described in question (8)? The payment (charge) should include all costs (recycling, labor, equipment, transportation, etc.).
- (10) (15 points) Describe, in detail, the final destination/market for collected items. In addition, please also address the following:
 - a) Will any of the items collected be recycled or reused? Please describe.
 - b) How are collected hard drives to be handled?

- c) List any materials which are sent to the landfill or shipped overseas for processing.

(The score for item #10 will be based on assurance that the Proposer upholds the highest social and environmental standards in their business practices.)

- (11) (5 points) Describe any additional support the Proposer is willing to provide to assist in the organizing, advertising, marketing, and public outreach for the events. (Create and distribute press releases etc.)
- (12) (5 points) What existing advertising products does the Proposer have available for use? (A frame signs and/or banners etc.)
- (13) Does the Proposer have any exceptions or changes to the requested services or contract language? (An excessive number of requested changes to the contract language will be disfavored and may be a basis for non-awarding of the Agreement.)
- (14) Is the Proposer interested in signing a "back-up" Agreement if not selected as the "primary" vendor? (Insurance shall only be required if Notice to Proceed is issued by Agency.)