

SONOMA COUNTY WASTE MANAGEMENT AGENCY

October 21, 2009

8:00 a.m.

Please note time change

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

UNANIMOUS VOTE ITEM 9.1

Estimated Ending Time 11:30 a.m.

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. |
| 3. | Adjourn Closed Session |
| 4. | Call to Order Regular Meeting/Introductions: 9:00 a.m. (or if later than 9:00 a.m.,
immediately following the Special Meeting Closed Session). |
| 5. | <u>Attachments/Correspondence:</u>
Director's Agenda Notes
Letter of Opposition for AB 1173 Compact Fluorescent Lamps
Letter of Support for SB 402 |
| 6. | <u>On file w/Clerk: for copy call 565-3579</u>
Resolutions approved in September 2009
2009-014 Resolution of the SCWMA Adopting Technical Adjustments to the
Annual Budget for Fiscal Year 2009-10 |
| 7. | Public Comments (items not on the agenda) |

CONSENT (w/attachments)

8.1 Minutes of September 16, 2009

Discussion/Action

REGULAR CALENDAR

HOUSEHOLD HAZARDOUS WASTE

- 9.1) Bid for Household Toxics Facility Expansion
[Steinman](Attachment)

UNANIMOUS VOTE

ADMINISTRATION

- 10.1) MOU for Agency Staffing Services
(Continued from 9/16/2009 meeting)
[Klassen](Attachment)

Discussion/Action

ORGANICS

- 11.1) Compost Relocation Update
[Carter](Attachment)
11.2) Compost Permitting
[Carter]

Discussion/Action

Discussion/Action

12. Boardmember Comments
13. Staff Comments
14. Adjourn

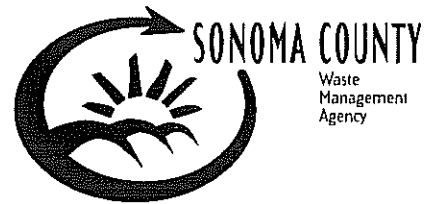
CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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: OCTOBER 21, 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 September 16, 2009

REGULAR CALENDAR

HHW

9.1) Bid for Household Toxics Facility Expansion At the June 20, 2007 Agency Board meeting, the Board executed an Agreement with VBN Architects for architectural services for the HHW Building Enclosure Expansion Project. At the June 17, 2009 Agency Board meeting, the Board approved staff's requests to advertise and receive bids for the construction of the HHW Building Enclosure Expansion Project and return to the Board with a selected Contractor. Noticing for construction bids is scheduled to go out by October 14, 2009 for this project, prior to this meeting. **Requested action: 1) Delegate the signing authority to the Agency Interim Executive Director for selection of a contractor for the HHW Building Enclosure Expansion Project Construction Contract 2) Adopt the Resolution to approve the Second Amendment to the Agreement with VBN Architects for Professional Services and authorize the Chair to execute the Amendment on behalf of the Agency.**

ADMINISTRATION

10.1) MOU for Agency Staffing Services (continued from 9/16/2009 meeting)

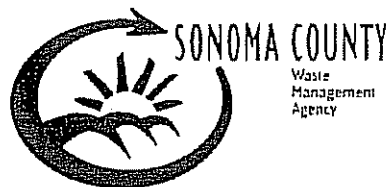
ORGANICS

11.1) Compost Relocation Update This staff report summarizes recent developments in the process of finding a permanent site to conduct the Agency's composting operation. **This transmittal is informational only. No action is requested.**

11.2) Compost Permitting This staff report provides a brief permit history for the composting operation at the Central Disposal Site. County and Agency roles are specified. **Requested action: Staff recommends authorizing the SCWMA Executive Director to renew Solid Waste Facility Permits at the Central Disposal Site as needed in the future.**

October 6, 2009

The Honorable Arnold Schwarzenegger
Governor of California
State Capitol Building
Sacramento, CA 95814



Re: AB 1173 Compact Fluorescent Lamps: OPPOSE: submitted via fax (916) 558-3160

Dear Governor Schwarzenegger:

The Sonoma County Waste Management Agency (SCWMA) is a California Integrated Waste Management Board (CIWMB)-approved Regional Agency comprised of all the jurisdictions in Sonoma County tasked with many of the responsibilities of AB 939, including management of household hazardous wastes. In June 2001, the SCWMA, recognizing that Extended Producer Responsibility (EPR) is a waste management approach that significantly improves our ability to manage discarded hazardous products, approved a resolution supporting EPR policies and efforts by governmental and non-governmental organizations to develop such policies.

The SCWMA has maintained an active involvement in EPR efforts since then with actions such as adopting an Extended Producer Responsibility Implementation Plan and joining the California Product Stewardship Council (CPSC). CPSC is an organization of California local governments who are working towards a single mission: To shift California's product waste management system from one focused on government funded and ratepayer financed waste diversion to one that relies on producer responsibility in order to reduce public costs and drive improvements in product design that promote environmental sustainability.

Local governments are currently collecting less than 5 percent of residentially generated mercury containing lamps and paying outrageous prices, \$4,460 per ton in Sonoma County, to fund the collection and recycling of spent fluorescent light bulbs. We are committed to protecting public health and keeping toxic products like mercury-containing lamps out of the waste stream but cannot afford the financial burden imposed by the tidal wave of these light bulbs flooding our household hazardous waste collection programs.

We oppose AB 1173 because it does not require all manufacturers of fluorescent lights to fund and implement a recycling program. Instead, the bill ties the requirement to develop recycling systems to whether or not manufacturers voluntarily accept moneys from funds generated by charges on electricity distribution including energy efficiency investment funds from the utilities. This goes against a primary condition of a true product stewardship program – the requirement for a fair and level playing-field, where all manufactures of a product type have the same requirements, and can compete fairly in a free-market. The lamp manufacturers just submitted their draft Stewardship Plan <http://www.productcare.org/documents/Draft%20BC%20Fluorescent%20Lamps%20Stewardship%20Plan%20-Aug%202009.pdf> to the provincial government of British Columbia and they can do the same in California.

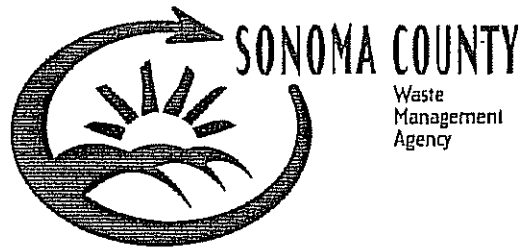
CPSC local governments across California are counting on the legislature to craft meaningful and sustainable legislation that spreads the responsibility for end of life management of fluorescent lights beyond the limited resources of taxpayers and garbage ratepayers. **Please veto AB 1173 so we can start again next year with a bill that will ensure a sustainable stewardship program for all mercury containing lamps before we lose millions more lamps to the trash.**

Respectfully,


Susan Klassen, SCWMA Interim Executive Director

Cc: Assemblymember Jared Huffman

September 24, 2009



The Honorable Governor Arnold Schwarzenegger
Governor, State of California
State Capitol, First Floor
Sacramento, CA 95814

RE: SB 402 (Wolk) - SUPPORT

Dear Governor Schwarzenegger:

The Sonoma County Waste Management Agency respectfully requests your signature on Senate Bill 402 by Senator Lois Wolk, which will preserve California's successful Bottle Bill recycling infrastructure and increase beverage container recycling.

California's successful Beverage Container Recycling Program is under threat by significant cuts to core elements of the program. Due to the imbalance in the Beverage Container Recycling Fund, the Department of Conservation was forced to cut \$131 million in core recycling funding for local governments, local conservation corps, curbside recycling, and recycling market development and other performance-based incentives for recycling.

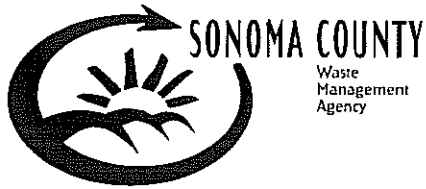
In Sonoma County, Bottle Bill funding has helped place hundreds of recycling containers in local parks and cities and helped capture hundreds of tons of recyclable materials since its inception in 2000. This bill will restore funding vital to expanding recycling opportunities within Sonoma County.

SB 402 is a measured and thoughtful solution to the imbalance in the Beverage Container Recycling Fund that was a result of a wide-reaching consensus among stakeholders on the need for reform, and received bipartisan support in the Legislature. Without SB 402 core components of the nation's most successful Bottle Bill are at risk.

We strongly request your signature on this important measure.

A handwritten signature in black ink, appearing to read "Susan Klassen", is written over a solid black rectangular redaction box.

Susan Klassen
Interim Executive Director
Sonoma County Waste Management Agency



MINUTES OF SEPTEMBER 16, 2009

The Sonoma County Waste Management Agency met on September 16, 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	Vince Marengo, Chair
City of Cloverdale	Nina Regor
City of Cotati	Marsha Sue Lustig
City of Healdsburg	Mike Kirn
City of Rohnert Park	Dan Schwarz
City of Santa Rosa	Dell Tredinnick
City of Sebastopol	Jack Griffin
City of Sonoma	Steve Barbose
Town of Windsor	Christa Johnson
County of Sonoma	Phil Demery

STAFF PRESENT:

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

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

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

No report.

Chairman Marengo requested the Board's permission to change the order of the agenda moving the unanimous vote item (Item 9.1) and other items, the changes are as follows:

4. CALL TO ORDER REGULAR MEETING/INTRODUCTIONS

The regular meeting was called to order at 9:40 a.m.

5. ATTACHMENTS/CORRESPONDENCE

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

6. ON FILE WITH CLERK

Chair Marengo noted the resolution from the August 19, 2009 meeting on file with the clerk.

7. PUBLIC COMMENTS (items not on the agenda)

There were no public comments.

9.1 FY 09-10 TECHNICAL ADJUSTMENTS

Charlotte Fisher explained that the budgeting process includes an opportunity to make changes (technical adjustments) to the budget after the fiscal year-end to reflect more current available information. Seven Technical Adjustments are being presented for approval. The first one, Education cost center, in the FY 08-09 budget funding for work on the website was approved. The work was not completed in that fiscal year and the funding was not carried over, so basically this is a re-budget of an approved project. A portion of the work was done and not billed in the FY 08-09 fiscal year, so the entire cost of that project will be covered in this fiscal year.

In the Diversion cost center, there was an 85% reduction to the beverage container grant by the Department of Conservation. This proposed budgetary adjustment reflects the change of funding.

The previous budgetary adjustments are reflected in the final proposed budgetary adjustments. In the Contingency Reserves, there will be a reduction to the contributions from the appropriate cost center because of the reductions in revenues coming from the State and from the re-budgeting the approved website design project.

Marsha Sue Lustig, Cotati, moved to approve the FY 09-10 Technical Adjustments. Dan Schwarz, Rohnert Park, seconded. Item approved unanimously.

Jack Griffin, Sebastopol, left the meeting at 9:45 a.m. (ek)

CONSENT

Chairman Marengo requested that Item 8.2 be pulled from the Consent Calendar for public comment and Item 8.3 for a question by the Town of Windsor.

8.1 Minutes of August 19, 2009

Dell Tredinnick, Santa Rosa, moved to approve item 8.1. Christa Johnson, Windsor, seconded. Sebastopol absent.

8.2. Compost Relocation Update

Public Comment: John Mackie, Carle, Mackie, Power & Ross, LLP, representing Sonoma Compost Company (SCC) expressed concerns about the impact the divestiture agreements may have on SCC and the composting program, the impact of relocation and the effect it may have on this successful program. He requested communication to the Board of Supervisors for continued support of the composting program and no implementation of the divestiture until there is some agreement on the composting program. Sixteen years ago the organics processing program with SCC was begun with a joint venture that by all measures was successful, becoming a national model and benefiting the County. At this time, the County is facing possible relocation requirements that will challenge the program as it is now. The draft of the Purchase and Sale Agreement (PSA) gives the composting program shift and creates a series of problems for the program. SCC plans to testify before the Board of Supervisors at the

end of the month. SCC has met with Republic Services, who has expressed support for the program, but it hasn't gotten translated into changes in the document or any other agreements. Requested action is for the Board to express to the Board of Supervisors continued support for the composting program to operate successfully, whether it's at the Central site, or somewhere else.

Chairman Marengo gave direction to staff to agendize extending Sonoma Compost Company's permit for October 21, 2009 Agency meeting.

Mike Kirn requested a breakdown of the different expiration dates for pertinent agreements.

Phil Demery said that as part of the divestiture discussion, he would also talk about compost and some possible options that may avail themselves.

Dell Tredinnick asked that the roles for extension be clearly stated including where they are established.

Christa Johnson, Windsor, moved to approve item 8.2. Marsha Sue Lustig, Cotati, seconded. Sebastopol absent.

8.3 R3 Update: Alternative Fee Collection Method

Christa Johnson, Windsor, asked when the Board could expect a full report from the consultants.

Patrick Carter said the consultants have been gathering data and should have a preliminary report in November or January.

Christa Johnson, Windsor, moved to approve item 8.3. Marsha Sue Lustig, Cotati, seconded. Sebastopol absent.

REGULAR CALENDAR

ADMINISTRATION

9.2 MOU FOR AGENCY STAFFING SERVICES

Janet Coleson, Agency Counsel, summarized her staff report.

Dan Schwarz, Rohnert Park, asked if they are under the County's health insurance plan. Ms. Coleson said they contract for the same benefits as the County has, so she believes they have the same health benefits that the County provides to their employees.

Dan Schwarz asked if they look like a County employee to their health provider.

Ms. Coleson said yes.

Chairman Marengo confirmed that the employees of SCTA and the executive director are not County employees.

Ms. Coleson said that none of them are County employees; they are all employees of SCTA.

Ms. Coleson concluded her report with stating there are a number of different models available.

Nina Regor, Cloverdale, asked how the Agency paid for staffing services.

Susan Klassen explained that essentially all the services are provided by the County. As it relates to staff, they are all in the Refuse Enterprise budget of the County. And the Agency has line items within their budget to reimburse the County for those expenses. The Agency budget separately reimburses directly to appropriate departments for certain activities, such as accounting, auditing, payroll, etc. The only expenditure through the Refuse Enterprise budget is labor.

Dan Schwarz said he'd like more information about the staffing models; such as "Are the employees at-will to the ED? Or is the County obligated to take those employees?"

Steve Barbose, Sonoma, questioned whether the current MOU would need to be changed in order to change staffing arrangements.

Ms. Coleson said the MOU simply says the Agency will contract with the County for the services of a position that has been reclassified and titled differently.

Steve Barbose, asked if the MOU for staffing services could be changed without modifying the JPA Agreement.

Ms. Coleson replied in the affirmative.

Christa Johnson, Town of Windsor, asked what the percentage of time was that the staff members spend working on County projects.

Ms. Klassen said the Agency staff is 100% budgeted to the Agency's budget, similarly to the ED. If staff is asked to work on a project for the County, and they have time to do that, they can charge their time to the County and the County will reimburse the Agency.

Ms. Fisher explained that these are small reimbursements that are made back to the Agency by the County for work that is done for the County; percentage-wise it's probably 5% or less.

Steve Barbose expressed interest in pursuing the SCTA model further.

Dell Tredinnick, Santa Rosa, was also interested in pursuing the SCTA model.

Christa Johnson said in light of the expiration of the JPA Agreement in 2017, and the time constraints this Agency has, the Town is not eager to expand the responsibilities of the Board. The current staffing model has worked until recently and has been cost effective.

Mike Kim, Healdsburg, added that SMART has a similar model. He said he is willing to entertain discussion, but is not sure he would support the Agency going down that path.

Public Comment

Tim Smith, former Agency Boardmember, supports the Board looking at the SCTA model. His opinion is that the Agency has acted effectively for many years. He suggested that staff look into the initial set-up costs. He thanked the County for allowing him to participate in the hiring process for the recent ED. He said the Agency Board had input, but not very much.

Dan Schwarz questioned keeping the 'status quo'. Another alternative to consider would be a contract similar to the one Phil Demery has with the Board of Supervisors (BOS), yet he is effectively a County employee. The question of the ED of the Agency have an at-will contract with the Agency Board and still be a County employee, as long as it's stipulated that they would be subject to all the rules and regulations of all other County employees.

Phil Demery said the only difference would be that the BOS does his performance reviews, so the Agency Board would be responsible for doing the ED's performance reviews. County staff would report to the Agency Board.

Dan Schwarz said he had that arrangement with his previous employer and it worked just fine. He'd be happy to get those documents. He has a different opinion about the frequency that the Agency board interacts with the ED. This Board is the only one who establishes work goals for this position on a regular basis.

Phil Demery said that's part of the complication, although the ED is a County employee, he/she also serves the Agency. The County is trying to keep costs to the Agency and the County to appropriate levels. Expanding the performance review with the work product that is heavily influenced by the Agency Board and Work Plan will involve more of time and effort. With a traditional senior manager in the T&PW Dept doing this function, the Agency could accumulate quite a bit more expense. This position is different from other typical employee/employer relationships.

Ms. Klassen confirmed the direction to staff is to bring back more information about the SCTA model. She hears interest in how the whole thing works and specifics of contractual relationships. The other consideration is the cost factor and whether there are any cost implications from changing from one model to the other, which could be a fairly detailed analysis.

At this juncture T&PW has requested HR open the recruitment for the ED position. SCTA also contracts with the County's HR department to conduct those recruitments. She questioned whether the recruitment should continue knowing that the model could change and ultimately the selection of the individual could be made by the Agency Board. She requested direction on how to proceed.

Chairman Marengo summarized that the Board wants to look at three models, possibly more. He requested comparing the existing model with the others, particularly the SCTA model. He requested using both scenarios of the executive director without staff and with staff. To be included in the comparison are the terms and conditions for each model, roles and responsibilities, frequency of meeting with the Board, and start up costs for each model. In regards to the issue of the HR recruitment, it would appear beginning the search doesn't do any harm, but he will defer to Agency Counsel.

Ms. Coleson said it's up to the pleasure of the Board. She didn't think it would hurt to start the recruitment.

Dell Tredinnick remarked any indigenous or local candidates who might have insight into what's happened recently with divestiture and the resulting flux might be reluctant to apply.

Ms. Coleson said the advertisement doesn't have to be specific or could indicate that the reporting structure is under review.

Dell Tredinnick questioned whether the Board had the right to advertise the position using the structure review language.

Chair Marengo directed staff to do more research, such as the SMART model.

Marsha Sue Lustig, Cotati, supports the SCTA model, but feels it is important that they understand the model as well as the cost benefit.

Dan Schwarz, Rohnert Park, commented that the JPA Agreement specifically cites the Agency will contract with the County for staffing services. There can be exploration for the contracting arrangement, which is consistent with Section 6 of the staffing agreement, but there is some constraint on how the Board staffs the Agency. The MOU specifically states the Agency contract with the County for staffing services.

Ms. Coleson replied this was correct, but there is one line in the JPA Agreement that is flexible enough to provide some room for a different arrangement than the one currently being used.

Dan Schwarz said direction to staff is all the alternatives should be considered within the context of the JPA Agreement and every analysis should include the impact it will have on staff. He felt the recruitment process should be held.

Nina Regor, Cloverdale, stated when going forward with the recruitment, it would be beneficial for the Board to discuss the goals and objectives of the ED position as well as qualities the ideal candidate would possess.

DIVERSION

10.1 GREEN CITIES CALIFORNIA CARRYOUT BAG MEA

Patrick Carter reviewed his staff report. The recommended funding as directed by the Board was \$5,000. Staff recommends authorizing the Interim Executive Director to make a payment to Green Cities California in the amount of \$5,000.

Public Comment

Tim Smith, former Agency Boardmember, encouraged the Board to pass this item which could have a great effect, and potentially allow the Agency to adopt a plastic bag ban by next year.

Dell Tredinnick, Santa Rosa, thanked Mr. Carter for the report. He's in support of the contribution. He suggested that staff may want to inquire with the Attorney General's office for additional support or insulation. Last time the Board talked about a plastic bag ban, there was fear of threats of lawsuit. He'd like to see some clout at the State level.

Mr. Carter said he would check in with the State Attorney General's office. One of the main goals of this project is to develop a form of insurance to those cities that wish to make those bans. Basically, the reason cities have been sued in the past is not providing an adequate environmental analysis of the banning of plastic bags. The document that Green Cities is going to be preparing is basically an Environmental Impact Report (EIR) that could be adapted by each local jurisdiction to their local circumstances and provide that enhanced environmental analysis that would basically agree or disagree with statement coming from the plastic bag manufacturers.

Dan Schwarz asked staff if they believe the Agency will be asked for more money over time.

Mr. Carter said conversations with Carol Misseldine, Coordinator for Green Cities of California, she indicated they are open to more contributions, but are only requesting \$5,000 at this time. He didn't get a sense that there would be another solicitation of funds.

Steve Barbose asked staff's expectation whether the master report, when complete, would need additional work in order to have it directly applicable to Sonoma County.

Ms. Coleson said the point of doing this is to provide the analysis to be used in subsequent EIR's throughout the State, different cities and different agencies. One of the hurdles in banning plastic bags is completing an EIR. If individual cities need to do individual EIR's, its very

expensive for them. The proposed EIR can be used by everyone. It's a public document and it does have to be customized, but the cost would be considerably less.

Steve Barbose questioned if there will be an attempt to adopt a uniform ordinance so there will be more of an ability for cities to defend and band together in a common interest.

Mr. Carter said he included the scope of work for ICF Jones and Stokes and it does not include any information about a model ordinance.

Ms. Coleson said that goes beyond the scope of what they're doing right now, but that's not to say they won't develop one.

Mr. Carter said can provide more comments on this project. If it's the Board's direction, he can request that the inclusion of a model ordinance could be a consideration of this project if funding is available.

Marsha Sue Lustig, Cotati, expressed support for the project and made a motion to approve the \$5,000 contribution to Green Cities California for the Master Environmental Assessment for the banning of carryout bags. Steve Barbose, Sonoma, seconded. Sebastopol absent. Motion carried.

Chairman Marengo commented that he felt this is in the best interest of the Agency and in the spirit of doing the right thing.

HOUSEHOLD HAZARDOUS WASTE

11.1 E-WASTE COLLECTION EVENTS

Lisa Steinman summarized her staff report.

Staff recommends approving immediate issuance of an 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 recommendation 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 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.

Steve Barbose said he was leaning towards the alternative recommendation.

Mike Kirn agreed and asked if the RFP could have a two year window, instead of one year.

Ms. Steinman said it could.

Public Comment

Curtis Michelini, Global Materials Recovery Services, said he has conducted many e-waste events and is requesting that this item go out for RFP and also that it is awarded to a local business.

Christa Johnson thought some consideration should be given to a local non-profit.

Mike Kirn, moved to approve staff's alternate recommendation of continuing with ECS Refining for all of the publicized events through March 2010 and then going out for RFP for a two year period thereafter with the addition of adding some scoring points for local

and/or non-profit status. Steve Barbose, seconded. Sebastopol absent. Motion approved.

9.3 UPDATE ON DIVESTITURE

Phil Demery, County of Sonoma, explained the County is in the process of meeting with the City Managers and when those meetings are completed, will meet with the City Councils. The Central landfill ceased landfilling in 2004 because permits were denied by the Regional Water Quality Control Board, which resulted in outhauling about 270,000 tons per year to other Bay Area landfills. With the premature closing, the County realized the instantaneous liability of closure and post-closure costs, which is about \$50 million dollars. The County's perspective is this is a shared liability, past, current and future, between the Cities and the County because all have been putting trash into that landfill. The Board of Supervisors has been working with the community, in a public process, for a list of alternatives. Clearly the goal is providing an in-county disposal facility, stopping the outhaul to Bay Area landfills as well as increasing diversion and developing a stable rate structure. As a part of the public process, the County went through a Request for Information, Request for Qualification and a Request for Proposal industry review process and selection. Originally there were eight interested parties, four were shortlisted, two waste companies submitted proposals and, finally, Republic Services was chosen for negotiation purposes. All of this was done in closed session. The first thing the County did was hire outside counsel experienced with the divestiture process, which took about a year and a half in closed session as directed by the Board of Supervisors. The City Managers, sworn to confidentiality, were provided with monthly updates.

The general public was kept at arms distance through most of the process. There was unveiling in August. In order for Republic to obtain necessary permits and assume the liabilities, they require assurance of a constant revenue stream. That assurance will be provided through the County and the Cities committing all their flow with the exception of Petaluma, who left the system.

Proceeding with divestiture is predicated on the Central Site being permitted for landfilling. County staff determined a double composite liner would be required and obtained an independent estimate of about \$70 million dollars. In discussions with the different proposers, and with negotiations with Republic, they verified the estimate and need for a double composite liner. This will be submitted to the California Integrated Waste Management Board and the Regional Water Quality Control Board.

In the divestiture proposal, there's a revenue source, in the form of royalties, being accumulated solely for addressing future offsite environmental risks. Republic has agreed to pay up to \$7.5 million dollars for a ten year period. There is also \$10 million dollars, contributed by the Cities and County, held in a trust fund for closure. There would be another \$2.7 million dollars a year in royalties that would be used for the closure reserve funding. If nothing happens in that 10 year time, that money will be allocated back to the Cities and County. Essentially this is a fund that's a revenue source and can be used as indemnification for potential environmental risks.

The other major public input was the call for more diversion, so included in the PSA is the construction of a material recovery facility (MRF) for handling construction and deconstruction sorting as well as a commercial and industrial material (C&I).

The haulers have been integrated into the whole process. In discussions with the largest hauler, North Bay Corporation, Republic has agreed to continue commercial and industrial waste hauling to their existing facilities on Standish Avenue. The residual flow would continue as currently done and construction and deconstruction waste would flow directly to the MRF that Republic plans to build.

There is a provision for a C&I sorting line. There will be separators on the front of the C&I line that will allow it to act as a "dirty" MRF, taking selective loads that are currently in the gray trash can and running them through the facility. This is a new diversion never done before in this county. Republic will start this as a pilot because of the need to assess what routes provide the greater quantity of dry product. There are performance targets for diversion complete with consequences for meeting or not meeting those targets. There are greenhouse gas emission targets developed with the Climate Protection Campaign, who developed targets for the solid waste sector for 1990 and 2009. Greenhouse gas emission inventories and targets have been adopted by the Cities and County. Republic has been asked to identify a 1990 baseline of greenhouse gas emissions as it relates to their portion of the solid waste sector.

Specifically as it relates to the Agency, there are two facilities at the Central Site that lie on land being divested, the Household Toxics Facility (HTF) and the very successful compost facility. The County felt that the best way to protect the HTF is to identify it in terms of a leased area. Republic claims to interest in running a household hazardous waste facility, so it will stay in place. The Agency JPA Agreement has an expiration date of 2017 unless there is an extension. In the PSA, the lease on the HTF expires in 2017 with two five-year extensions.

Compost, the largest Agency diversion effort, insures compliance with the AB 939 mandate. There is currently a compost site relocation project being conducted by the Agency. In talking with Republic, the County has included in the PSA language for coordination and assistance within the Central property. The problem is timing. Independent of divestiture, it is necessary to look at relocating the composting site. The reason is the resource agencies want zero discharge. Currently the compost facility is located on landfill mass. If that property were made impervious, it would very difficult to compost because of settling. Although Republic is willing to look for alternative compost sites on the property, they may not acquire it by 2011, which is the expiration date of the compost agreement. The County is also dealing with North Bay, who has an option to buy ranch property directly adjacent to the landfill. When the Agency was looking at potential compost sites, this site was considered. There were a couple of issues, one was residences on the property and the other was the discovery of tiger salamanders found on the lower part of the property. If the residences were removed, there could be a brief fatal flaw biological analysis for tiger salamanders. Input from the Agency Boardmembers concerning options for the continuation of the compost operations would be valuable.

On September 29, 2009, the Board of Supervisors will consider the PSA for divestiture. At that point the cities will have 90 days to consider flow commitments. Keeping the 90 day deadline is important from a regulator perspective for closure. The County wants to show the process is moving forward. Should the regulators lose patience, they can decide tomorrow to close the landfill. If that were to happen, the Cities and the County would have to come up with \$11 million dollars closure cost.

Additionally, there is a 90 day extension that the Board of Supervisors could provide in 30 day increments. If the Cities feel they can't commit to flow control in 90 days, they can have an extension. Once Republic starts getting flow commitments they will turn plans into the regulatory agencies for permitting. Absent their ability to get permits, there will be no divestiture. One benefit is, if on September 29th the Board approves or executes the PSA, the County has a transitional operational agreement that gives time to look at other alternatives between the Cities and the County.

Michael Caprio, Republic Services, pledges cooperation. Republic agrees with the County and Cities diversion rate targets, continuing with the County's obligations for the Household Hazardous Waste Facility and then working cooperatively with the JPA and all member agencies to make sure there is a permanent home for the compost operation.

Secondly, he spoke about the diversion programs they have planned and some of the reasons they are looking at this as a "diversion first" project versus "disposal first". During this process Republic reviewed all of the Agency agreements, the HHW, and the diversion programs that are in place. They are very comfortable with the obligations assumed from the County and having continuing those programs at the five transfer stations and the Central Site.

Mr. Caprio offered assistance with permitting a new compost facility. If there is any operational interaction needed to help identify a potential location on the footprint of the landfill property, Republic will be flexible. Ultimately another site for that facility will need to be found.

The diversion plans have gone from a source separated C&D operation to a C&D commercial/industrial sorting operation. The collection programs for the source separated materials lend themselves to being processed somewhere else because of economics and the rights included in the haulers agreements. The C&D line planned to be put in place is supported by the experience Republic brings with the operation of four similar facilities in California. Republic has two commercial/industrial lines in northern California. It clear that the public wants to see more of the refuse in the gray can and in the commercial bins put through this commercial/ industrial line.

Republic has had discussions with the North Coast Regional Water Quality Control Board (NCRWQCB) about the necessary permits. Following these discussions, a good plan has been developed for presentation to the NCRWQCB.

Christa Johnson asked if the "dirty" MRF was going to be for residential as well as commercial.

Mr. Caprio said they were going to try both.

Dell Tredinnick asked if the liner would go on top of material there now, or would the garbage be dug up and the liner be put under the garbage?

Mr. Caprio said his guess is that there will be a double liner placed over the existing garbage, but that would be a question for the NCRWQCB.

Dell Tredinnick questioned contaminated leachate in the test wells.

Mr. Caprio said there are two sources of leachate generated at the site.

Dell Tredinnick said one of the benefits of the divestiture is the removal of liability, and as Santa Rosa is the largest city, it would have the greatest liability. One of the assets on the Central site is the 7.5 megawatts of energy generated by the landfill.

Mr. Demery said right now there is a positive profit of about \$9.62/ton from the power sales. The capacity is 7.5 megawatts, but because waste hasn't been put into the landfill, there's been a reduction of gas production. Of course with new waste, there should be a reversal of that trend and there will be greater positive revenue from power sales.

Dell Tredinnick asked if that gas was being used to power transit buses.

Ms. Klassen said that there was a pilot project done at the landfill to compress landfill gas and fuel vehicles. So far one bus has been partially filled and one transit vehicle being filled on an ongoing basis.

Dell Tredinnick said he appreciates the concern about the compost facility. The Agency shares a good relationship with Sonoma Compost Company and he'd like to see that continued in a very careful and good way.

Steve Barbose asked for clarification about the in ground liner, being installed on landfilled material to deal with the groundwater.

Mr. Caprio said that what's there is there; there will be no excavation of the trash.

Steve Barbose added that Sonoma Compost Company is very important to us.

Christa Johnson inquired if space should be found at the Central Landfill for the compost site, would the arrangement be the Agency leasing that site from Republic?

Mr. Caprio said he's not sure exactly what the arrangement would be, but it would probably a long-term lease on the property somewhere.

Christa Johnson asked if Republic had similar arrangements at their other landfills sites.

Mr. Caprio replied at their other sites they own and operate the compost facilities. They do have public agency projects at some of their other facilities.

Christa Johnson asked if the composting services provided at Republic's other facilities were the same level of service as the current program.

Mr. Caprio requested clarification of scale or the product. He said there are times of the year when they are putting between 500 and 600 tons a day through there in one form or another, so the scale is similar.

Chairman Marengo inquired regarding the 'put or pay' level on the twenty year horizon in the PSA.

Mr. Caprio said it's difficult to say and he hopes that level is never reached.

Phil Demery commented that the economy dictates waste generation. Unless there is an adoption of significant diversion goals that reduce the tonnage, that will affect everyone's tier towards 'put or pay'. This is not anti-diversion. Republic just needs to be assured that they have the revenue to cover all of the liabilities and obligations they are being asked to cover. Absent of that, this deal can't work.

Steve Barbose said that with all the investment Republic would make, they need to be assured of a revenue stream in order to be able to do that. If the move toward or trying to achieve zero waste, which would mean zero landfill, this would affect how the income stream would be able to cover necessary expenditures and obligations.

Mr. Caprio said that in the beginning the closure issue needs to be addressed, both closing the landfill and post closure liability, and all the other costs associated with this site. Eventually, however slow it might be, the site is going to be built out, just operating the equipment and taking trash to one of the other facilities, Republic won't have the residual liability. Once the PSA is signed and Republic takes possession of the assets, the company takes on the liability of closure and post closure costs. It is planned \$70 million dollars will be expended for the new liner.

Steve Barbose said it's not feasible economically for RS to see zero discharge or zero waste as it will cut off their revenue stream to pay the liabilities about to assume.

Mr. Caprio said material planned to be diverted, is currently to the facility right now and probably can be diverted at the facility. For instance, the commercial food waste, there are a number of programs all around the Bay Area for commercial food waste processing

Public Comment:

John Moore, representing Industrial Carting, addressed the city representatives. His client asks certain questions be posed to the city officials. Industrial Carting feels if this divestiture deal goes through as proposed, they will go out of business along with a lot of other local businesses. The three questions are:

1. What is being sold and who owns it? *The asset is the flow, which the County owns.*
2. Can we legally sell this flow? *The United States Supreme County decision of 1994 states that public agencies cannot sell their flow to private companies.*
3. If someone were to make a compelling case that diversion under the divestiture program would be less than the diversion now, would an EIR be required? *The flow of the materials that is planned or is there right now is what comes in after the upfront diversion has already occurred. If you put the upfront diversion processors out of business there's going to be less diversion, if there's less diversion state law is really clear that that creates a significant adverse environmental impact, which would require an EIR.*

Christa Johnson inquired about the flow control only including the material in the gray can or does it include C&D and recycling.

Phil Demery responded the County's waste stream or C&D delivery is what North Bay collects. Each individual city has their individual franchise agreements.

Christa Johnson confirmed the definition of flow for the divestiture process is the material in the gray can.

Phil Demery concurred.

John Moore directed a question to Phil Demery concerning the definition of committed waste, such the inclusion of construction and deconstruction debris and commercial recyclables.

Phil Demery requested a delay in the conversation.

Chairman Marengo stopped the discussion.

Public Comment:

Norman de Vall, representing a group of debris box haulers organized as the Sonoma County Resource Recovery Association (SCRRA), remarked that the divestiture proposal as presented to the Board of Supervisors if adopted will put the association's members out of business. They primarily recycle C&D and other recyclables generated by the customers. The divestiture proposal with RS creates a monopoly. There was no discussion of putting in front of the voters.

12. BOARDMEMBER COMMENTS

Steve Barbose asked if the Agency was going to have a chance to get an opinion to the BOS before the September 29, 2009 meeting.

Ms. Coleson replied it's not on the agenda this month and the BOS meet before the Agency meets again. A lot of what was said at the meeting today is not the purview of the Agency; this

is an open forum for talking to members of this body who are also members of cities. We need to keep in mind the difference between this Agency and the Cities.

Steve Barbose said the mission of this Agency is consistent with the goals of waste reduction and greenhouse gas emissions reduction, which are key issues. The opinion of the members of this board should have some weight with the BOS.

Phil Demery said it depends on whether or not the Board executes the agreement on the 29th or not.

Steve Barbose said all the negotiations were done in secret, which has been a sore subject, and now to schedule this decision before this Board has a chance to weigh in on it seems to be an indication of just how important the opinion of this Board actually is.

Phil Demery pointed out that if he hadn't offered to put the divestiture item on the agenda today, the Agency wouldn't have heard it today. The fact is it's important that each of the cities weigh in on the issue and each of the cities and the County has a representative sitting on this Board. The point is that this Agency serves the individual jurisdictions as well.

Public Comment:

Norman de Vall said the SCRRA will be present at each of the City council meetings.

13. STAFF COMMENTS

Susan Klassen inquired about regular updates on EPR and requested Board direction for a standing item on the Consent Calendar for EPR. The Board confirmed that it would be a good idea to add it to the Consent Calendar as needed.

14. ADJOURNMENT

Meeting adjourned at 12:30 p.m.

Respectfully submitted,
Elizabeth Koetke

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

1. 3rd Quarter Compost Allocations
2. Call for Action from Sonoma Compost Company
3. Letter to BOS from AB 939 Local Task Force dated 4/24/2009
4. Statement to Agency from Norm de Vall, SCRRA
5. PD Editorial: Sea Sick



Agenda Item #: 9.1
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 10/21/2009

ITEM: Bid for Household Toxics Facility Expansion

I. BACKGROUND

At the June 20, 2007 Agency Board meeting, the Board executed an Agreement with VBN Architects for architectural services for the HHW Building Enclosure Expansion Project. This project involves extending the existing canopy over the entire concrete area on the south end of the Central Disposal Site HHW Building adding walls, and creating a separate area that will provide additional storage and processing space for low toxicity wastes, such as universal wastes including latex paint. The proposed building extension will increase the operational capacity of the existing facility and will allow for enhanced safety in the movement of waste throughout the facility.

VBN is required to complete six (6) tasks in regards to the Contract, with all tasks being complete by December 31, 2009. At the time this staff report was written, tasks 1-3 below had been completed:

- Task 1- Site Visit
- Task 2- Review Existing Drawings
- Task 3- Working Drawings
- Task 4- Permit
- Task 5- Bid
- Task 6- Construction Services

At the June 17, 2009 Agency Board meeting, the Board approved staff's requests to advertise and receive bids for the construction of the HHW Building Enclosure Expansion Project and return to the Board with a selected Contractor. VBN prepared the construction documents suitable to obtain a building permit and for bidding, including plans and specifications. The Permits and Resource Management Department (PRMD) reviewed and approved the final plans for the project but will not issue a building permit until final shop drawings of the building are received from the selected bidder. VBN will be assisting the Agency in obtaining and reviewing the construction bids.

II. DISCUSSION

In regards to funding the HHW Building Expansion Project, \$199,755 is available through the HD 16 F (California Integrated Waste Management Board Hazardous Waste Infrastructure) grant awarded to the Agency in late 2007. All construction work and payment to the selected contractor (including retention) for this project must be complete by March 31, 2010, when the final written report detailing the tasks performed under this grant is due to the California Integrated Waste Management Board (CIWMB).

Noticing for construction bids is scheduled to go out by October 14, 2009 for this project, prior to this meeting. There is a short time line to complete this project due to delays along the way. The original intent, in applying for this HD 16 F grant, was to receive funding towards building additional HHW Facilities. The HHW Building Enclosure Expansion Project had been delayed because 1) in order to receive grant funds for this project, Agency staff needed CIWMB approval to change the original scope of work submitted with the HD 16 F grant application to fit this project and 2) PRMD requested a new soils report be completed for the site. At the February 18, 2009 Agency Board meeting, the Board approved moving forward with the soils report and submitting a new scope of work for the HD16 F grant to fund the HHW Building Enclosure Expansion Project. The CIWMB Grant Manager approved the scope of work change and Agency staff submitted the new soils report to PRMD.

Due to the short timeline for completion of this project, staff is requesting that the Agency Board delegate signing authority for the construction contract to the Agency Interim Executive Director. The proposed building expansion will be a pre-engineered structure designed to match the existing building manufactured by Garco Construction, Inc. Garco or any company using the matching materials would be potential bidders. Staff anticipates that the pre-engineered building can be constructed and completed within a month's time. The Contractor selected for this project would be the lowest responsible bidder.

Staff is also requesting that the Board approve the extension of the VBN contract until May 31, 2010. This extension would provide VBN with the time necessary to complete their remaining tasks in conjunction with the bid, permitting, and construction aspects of this project. The VBN contract was amended on September 17, 2008 to extend the agreement an additional year and set aside \$6,000 for future contingencies and/or additional work. If approved, this proposed extension would be the Second Amendment to the VBN Architects Agreement.

VBN Architects is required by their contract to assist the Agency in obtaining and reviewing construction bids and to provide construction quality assurance services during the construction period. If needed, VBN is required to review construction change orders. Agency staff will also require the services of a County Construction Engineer to assist Agency staff during the bidding and construction phase of the project, and to provide on-site inspections. The County Construction Engineer will act as Agent to the Agency and services will be provided through the existing Memorandum of Understanding for Staffing Services between the County of Sonoma and the Sonoma County Waste Management Agency. The County Construction Engineer's time spent on this project will be charged to the Agency. The Agency will be responsible for change orders and claims if they arise.

III. FUNDING IMPACT

It is estimated by the VBN Architects that the construction costs for the HHW Building Enclosure Expansion Project will be \$240,000-\$280,000. \$300,000 has been budgeted in the HHW Facility Reserve for this project for FY 09-10. \$199,755 is available through the HD 16 F grant to be applied towards construction costs. The estimated funding impact to the Agency for construction costs will be \$40,245-\$80,245 (this is the difference after subtracting the available grant funds from the estimated construction costs).

There are no additional costs to the Agency from extending the current Agreement with VBN Architects.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

1. Delegate the signing authority to the Agency Interim Executive Director for selection of a contractor for the HHW Building Enclosure Expansion Project Construction Contract.
2. Adopt the Resolution to approve the Second Amendment to the Agreement with VBN Architects for Professional Services and authorize the Chair to execute the Amendment on behalf of the Agency.

V. ATTACHMENTS

Second Amendment to VBN Architects Agreement
Resolution approving the Second Amendment to the Agreement with VBN Architects

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

SECOND AMENDMENT TO
AGREEMENT BETWEEN SONOMA COUNTY WASTE MANAGEMENT AGENCY
AND VBN ARCHITECTS
FOR PROFESSIONAL SERVICES

This First Amendment ("Amendment") to the Agreement for Professional Services ("Agreement"), dated as of _____, 2009, is by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers agency and VBN Architects ("consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing Agreement.

RECITALS

WHEREAS, Agency and Consultant entered into that certain Agreement for Professional Services dated as of June 20, 2007 ("Agreement"); and

WHEREAS, Consultant will prepare design plans for the HHW Building Enclosure Expansion; and,

WHEREAS, the parties desire to amend the Agreement to extend the term of Agreement until May 31, 2010; and,

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

AGREEMENT

1. Section 3 Term of Agreement is hereby deleted and replaced in its entirety to read as follows:

3. Term of Agreement. The term of this Agreement shall commence in accordance with Section 7.1 below and CONSULTANT shall complete such work as follows:

Tasks 1- 5 shall be completed in accordance with attached Exhibit A.

Task 6 to be completed within construction period specified in the construction contract documents.

Task 7 to be completed by May 31, 2010.

2. Other than as stated above, the Agreement shall remain in full force and effect.

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT
AGENCY
By:

Vincent Marengo, Chair

CONSULTANT: VBN ARCHITECTS
By:

Title:

APPROVED AS TO FORM FOR AGENCY:

Janet Coleson, Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:

Susan Klassen, Interim Executive Director

RESOLUTION NO.: 2009 -

DATED: October 21, 2009

RESOLUTION OF THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") APPROVING THE
SECOND AMENDMENT WITH VBN ARCHITECTS ("CONTRACTOR") FOR PROFESSIONAL
SERVICES

WHEREAS, Agency and Consultant entered into that certain Agreement for Professional Services dated as of June 20, 2007 ("Agreement"); and

WHEREAS, Consultant will prepare design plans for the HHW Building Enclosure Expansion; and,

WHEREAS, the parties desire to amend the Agreement to extend the term of Agreement until May 31, 2010; and,

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

MEMBERS:

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

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

SO ORDERED.

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

ATTEST:

DATE:

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



Agenda Item #: 10.1
Cost Center: All
Staff Contact: Klassen
Agenda Date: 10/21/2009

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.

At the September 16, 2009 Agency Board meeting, direction was given to staff to do further research into the staffing model used by the Sonoma County Transportation Authority (SCTA) including the details of how it works and start up costs incurred. Additionally, direction was given to research the contractual arrangement that Board member Dan Schwarz from Rohnert Park had worked under during his employment with Napa County LAFCO and research whether the Executive Director for the Sonoma County Waste Management Agency could be converted to an "at will" contract position, reporting to the Agency Board, while leaving all other aspects of the MOU the same. Lastly, look at what changes could be made to the existing MOU to provide greater input to the Agency Board for selection and supervision of the Executive Director.

Additionally, the Agency Board requested that the recruitment for a replacement Executive Director be placed on hold, pending further direction.

II. DISCUSSION

Alternative Staffing Model Options

A) Transition to Independent Agency - The Agency Board requested further discussion of the SCTA organization and structure. The SCTA is a governmental entity formed as a result of legislation passed in 1990 and is governed by a board comprised of elected officials from the nine cities within Sonoma County and the County. SCTA has eight staff members, including an Executive Director. The SCTA Board appoints the Executive Director. All other staff are at-will employees of SCTA, with the SCTA Executive Director (ED) being their appointing authority. SCTA reimburses the County of Sonoma for payroll and employee benefit administration as well as maintenance of their computer system. SCTA leases their own office space. SCTA employees are not civil service employees, but receive the same benefit package as County employees.

Originally, the SCTA was staffed with employees from the County Permit and Resource Management Department (PRMD). At a point in time when the existing (ED) left County employment the SCTA decided to hire their own ED, under their appointing authority. The new ED has a negotiated contract with the SCTA Board. Initially the new ED supervised a small staff of County PRMD employees, gradually over time as the County employees moved on, the ED hired replacement staff as at-will employees of the SCTA, for which the ED is the appointing authority.

At this time all SCTA employees are at-will non-civil service employees of the SCTA, who receive the same benefits as County employees. There is no contract between the SCTA and the County that covers this arrangement. As the existing situation evolved over time, there were no significant start-up costs other than development of the employment contract for the ED. The SCTA did go through the formal process of getting their employees recognized by the Sonoma County Retirement

Board. The ED has a set of personnel policies that guide her actions as it relates to her employees. Supervision of the ED is provided by the SCTA executive Board and they do period performance evaluations of her work.

The SCTA continues to budget annually and reimburse the County for the services of the auditor/treasurer's office, human resources, information systems and counsel.

In researching this issue it was brought to my attention that the Napa County Transportation and Planning Agency (NCTPA), the equivalent of the SCTA recently went through the process of a formal transition from Napa County to an independent organization. The NCTPA is a 5 city and County JPA, which has a population weight bas voting structure for most items. I spoke with Mr. Jim Leddy who was their executive director throughout the transition. According to Mr. Leddy the process took about 18 months to complete. In terms of transitional costs it was primarily consultants preparing personnel rules and contracts with vendors for payroll services, etc. (less than \$50k), legal and staff costs. He did say that processing the transition took the majority of one staff member's time during the transition period. It was his belief that on-going agency costs were slightly cheaper, after the transition. When the transition was complete the NCTPA only contract with Napa County for counsel, and information technology services, all other services they contract for independently.

- B) Establish an Independent Executive Director - The Agency Board requested staff look at the model that was used in Napa County by the LAFCO. LAFCO contract with Napa County for staffing services, similar to the current SCWMA model. This agreement is attached as Attachment B. Except that under the terms of the agreement, the County of Napa designated an "at-will" LAFCO Executive Officer (EO). The agreement designated LAFCO as the appointing authority with responsibility for evaluating the performance and setting compensation for the EO, so long as those actions were implemented consistent with Napa County personnel policies, rules and regulations. The EO was a Napa County employee and supervised other County of Napa employees providing support services to LAFCO. The EO received paychecks from Napa County and LAFCO provided the reimbursement. Napa County also provided benefits including retirement through PERS, insurance, purchasing, auditor, counsel, information technology, and human resources under the same contract. This arrangement would likely only require modification to the existing MOU.

When discussing the NCTPA transition with Mr. Leddy, I discussed with him what his specific employment situation was and how it transitioned. He was hired to be the Executive Director as an independent contractor by the NCTPA with the directive to transition the agency to an independent legal agency during his tenure. Not until the transition was complete did he become an Agency employee. As an independent contractor he was not a County employee, he had a lump sum contract, and had to pay for his own taxes and benefits. As an independent contractor he supervised the NCTPA staff, which were Napa County employees until the transition was completed. During his entire tenure he was supervised by the Agency chair. This is another potential option to accomplish an independent Executive Director. However, for the ED to be hired as an independent contractor the ED must not work solely for the Agency, have their only office be provided by the Agency, work fix hours establish by the Agency, etc.

- C) Modify existing MOU to Provide More Agency Input/Control
Section 4 of the Joint Powers Agreement ("JPA Agreement") that form 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, (Attachment C) executed by the County on September 18, 2007 and by the Agency on October 17, 2007, provides for staffing services as list in the Agency's budget. For the 2009/10

fiscal year, staffing services include an Executive Director (Agency) 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).

There was significant discussion at the September 16, 2009 Agency Board meeting as to how the Agency was supervised by the County, and whether they had written goals and objectives. Samples of these documents and the job specification are included as Attachment D.

The Agency Board could negotiate new terms with the County to provide more Agency input such as:

- The Agency Board could request to have input into the recruitment for the position setting the qualities to be look for in a candidate.
- The Agency Board could request to establish the goals and objectives for the position.
- The Agency Board could request to make the final hiring decision from the County recruitment process.
- The Agency Board could designate their Executive Board to participate with the County in 6 month, annual and biennial reviews.
- The Agency Board could request advanced input on any decision to terminate the employment of the Executive Director.

Attach is a pros and cons analysis of each option.

III. FUNDING IMPACT

The 2009/10 budget for Agency staffing through the MOU is \$722,706. This represents the fully burden 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. RECOMMEND ACTION / ALTERNATIVES TO RECOMMENDATION

For discussion and policy direction from the Board. Staff will also need direction from the Board related to the immediate recruitment that has been requested by the County, but was put on hold at the direction of the Board.

V. ATTACHMENTS

- Attachment A - Analysis of Staffing Options
- Attachment B - Napa County/LAFCO Agreement
- Attachment C - MOU with the County of Sonoma for Agency Staffing.
- Attachment D - Job Specification, Work Plan for Executive Director

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

NAPA COUNTY AGREEMENT NO. 4433

LAFCO OF NAPA COUNTY AGREEMENT NO. 03-02

**AGREEMENT FOR THE PROVISION OF SUPPORT SERVICES
BY THE COUNTY OF NAPA TO THE NAPA COUNTY
LOCAL AGENCY FORMATION COMMISSION**

THIS AGREEMENT is entered into as of this 1st day of July, 2003, by and between the COUNTY OF NAPA (hereinafter "County"), a political subdivision of the State of California, and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

RECITALS

WHEREAS, pursuant to Government Code Section 56380 of the Cortese-Knox-Hertzberg Local Government Reorganization Act (enacted effective January 1, 2001 and hereinafter referred to as "Act"), LAFCO is authorized to contract with any public agency for necessary personnel, facilities, and equipment to carry out and effect its functions and responsibilities; and

WHEREAS, pursuant to Government Code Section 56380, LAFCO must make its own provisions for independent staffing and operations; and

WHEREAS, LAFCO has need of specified personnel, accounting and legal services for its independent operations which County is willing and able to provide under the terms and conditions set forth herein below; and

WHEREAS, the County and LAFCO have entered into agreements for the provision of support services for fiscal years 2001-2002 and fiscal year 2002-2003;

TERMS

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

1. **TERM.** The term of this Agreement shall become effective upon the date first written above and shall expire on June 30, 2004, unless terminated earlier in accordance with Paragraph 14 (Termination); except that the obligations of the parties under Paragraph 8 (Indemnification) and 10 (Confidentiality) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless terminated pursuant to Paragraph 14. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. **SERVICES TO BE PROVIDED BY COUNTY.** County shall provide the following services subject to LAFCO abiding by County policies and procedures governing such services, except that whenever such policies and procedures provide for the Board of Supervisors to approve the appropriation of funds, or to approve the acquisition of services, goods or assets, or to make any other legislative decisions to carry out such services, the LAFCO Commission shall act in lieu of the Board of Supervisors:

(a) **Executive Officer.** County shall designate its at-will employee Daniel Schwarz to serve as LAFCO Executive Officer (hereinafter "Executive Officer"). The Executive Officer shall perform the duties as specified in the Act and other applicable laws and such other duties as specified by LAFCO. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the Executive Officer, so long as these actions are implemented in a manner consistent with County personnel policies, rules and regulations. The duties to be provided by the Executive Officer shall include, but not be limited to:

- Preparing staff analyses, reports, proposed findings and other agenda materials for LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within LAFCO's authority under the Act.
- Calling and noticing LAFCO meetings in accordance with the Act and LAFCO policies and procedures.
- Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of LAFCO.
- Responding to inquiries and providing information and technical assistance to interested public agencies and individuals.
- Providing supporting fiscal services such as the development of the annual LAFCO budget, management of LAFCO financial accounts, including the processing of LAFCO fees and charges, the processing of payment of LAFCO charges and expenses, and the preparation of required fiscal reports.
- Informing LAFCO Commissioners of new legislation, correspondence to LAFCO, CALAFCO activities, current events and matters of interest relating to LAFCO.

(b) **Support Staff.** County shall provide part-time clerical staff (.5 F.T.E.) and one full-time analyst to assist the Executive Officer in carrying out the day-to-day operations of

LAFCO and such other staff as the LAFCO Commission deems necessary, appropriates funds for, and directs County to provide, as set forth in (c).

(c) **Additional Services.** County, through its departments and divisions, shall further provide LAFCO those services set forth in Attachments "A" through "G", attached hereto and incorporated by reference as if set forth herein. It is the intention of both parties that the level of service provided shall be at least equal to that provided in County fiscal year 2002-2003 unless otherwise specifically agreed to by LAFCO and County.

3. **OFFICE SPACE.** It is the understanding of the parties that LAFCO has made direct arrangements with third parties to secure and maintain office space and such services are therefore not included within this Agreement.

4. **REIMBURSEMENT.**

(a) **Rates.** In consideration of County's fulfillment of the promised services and personnel, LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County and its departments and divisions in providing these services. The rates shall be determined and mutually agreed to by the parties as follows:

(1) **FY 2003-2004.** The rates for fiscal year 2003-2004 are set forth in Attachment "AA" and hereby attached and incorporated by reference.

(2) **Procedure for Subsequent Annual Determination of Rates.** During the fourth quarter of each fiscal year of this Agreement the County Executive Officer, or his designee, and the Executive Officer of LAFCO shall meet prior to adoption of the respective annual County and LAFCO budgets to determine and calculate the proposed rates for County staff and services to be furnished during the succeeding fiscal year which will be necessary to achieve the cost reimbursement provided for in (a), subject to the additional factors set forth in (b) through (f), below. The annual adjustment of these reimbursement rates so determined shall be approved in writing by the County Executive Officer and the Executive Officer of LAFCO and when so approved shall become effective for the subsequent fiscal year unless this Agreement is not renewed or otherwise terminated by the County and/or LAFCO.

(b) **LAFCO Staffing Reimbursement.** LAFCO shall reimburse County for the salary and benefits of County staff primarily assigned to serve LAFCO, including any increases in salary and benefits that County provides such staff during the term of this Agreement.

(c) **LAFCO-Requested Travel Expense Reimbursement.** LAFCO shall reimburse County for expenses incurred by County departments and divisions for travel by their assigned personnel when such travel has been requested by LAFCO in writing. Such reimbursement shall be in accordance with the travel expense policy approved by County's Board of Supervisors in effect on the date of the travel. Notwithstanding the foregoing, travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.

(d) **Bank Analysis Pass-through Charge.** LAFCO shall reimburse County on a pass-through basis for the costs incurred by County for bank charges relating to LAFCO activities.

(e) **General Liability Coverage/Workers' Compensation Coverage:** LAFCO shall reimburse County for general liability coverage and workers' compensation coverage at the rates established by County each fiscal year.

(f) **Adjustment for Additional LAFCO-Requested Services.** LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by LAFCO. Such additions or increases in services shall be permitted only if approved in writing by the County Executive Officer and LAFCO Executive Officer, including approval of the applicable reimbursement rates.

5. **METHOD OF REIMBURSEMENT.** Reimbursement for the costs of services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the performing County department or division to LAFCO of an itemized billing invoice in a form acceptable to the Executive Officer of LAFCO and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any LAFCO-requested travel, and any documentation relating to adjustments in maximum compensation authorized in the manner provided in Paragraph 4 above. If the Executive Officer of LAFCO requires further information regarding the invoice, County shall make a good faith effort to provide such information, including documentation that the Executive Officer requests to justify the invoice charges. County shall submit such invoices quarterly to the Executive Officer of LAFCO who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Executive Officer of LAFCO shall direct reimbursement be made by journal entry from the LAFCO Operations Fund to the account designated by the submitting County department or division as of the first day of the County fiscal year quarter immediately succeeding the quarter in which the services were rendered. Notwithstanding the foregoing, the final quarterly invoices for the fourth quarter reimbursement shall be submitted no later than the first working day following the close of the County fiscal year (June 30) and, if approved, shall be paid on or before July 15 of the next County fiscal year.

6. **ADMINISTRATION OF SERVICES.** The provision of services under this Agreement shall be under the administrative supervision and direction of the Executive Officer of LAFCO on behalf of LAFCO, and the County Executive Officer on behalf of County.

7. **APPROPRIATIONS.** LAFCO shall be responsible for operating within the appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by LAFCO prior to County approval by the Board of Supervisors of a contingency transfer. Any County appropriations in

excess of LAFCO's budget for the current fiscal year shall be charged as an expense in LAFCO's current fiscal budget and shall be reimbursed to County in the following fiscal year.

8. **TAXES.** As between LAFCO and County, County agrees to be solely liable and responsible for all required tax withholdings and other obligations including, without limitation, those for state and federal income and FICA taxes relating to employees or subcontractors retained by County to provide the services provided to LAFCO under this Agreement. County agrees to indemnify and hold LAFCO harmless from any liability either may incur to the United States or the State of California as a consequence of County's failure to withhold or pay such amounts when due. In the event that LAFCO is audited for compliance regarding any such withholding or payment of taxes, County agrees to furnish LAFCO with proof of the withholding or payment action by County.

9. **ACCESS TO RECORDS/RETENTION.** LAFCO shall have access to any books, documents, papers and records of County which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, County shall maintain all required records for seven (7) years after LAFCO makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with LAFCO in providing all necessary data in a timely and responsive manner to comply with all LAFCO reporting requirements.

10. **CONFLICT OF INTEREST.** The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq., relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Officer of LAFCO and all other LAFCO staff shall not perform any work under this Agreement that might reasonably be considered detrimental to LAFCO's interests. LAFCO staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest. County hereby covenants that it presently has no interest not disclosed to LAFCO and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as LAFCO may consent to in writing.

11. **COMPLIANCE WITH LAWS.** In providing the services required by this Agreement, County shall observe and comply with all applicable federal, state and local laws, ordinances, codes, and regulations. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, County and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over

40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, County shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to County services or works required of LAFCO by the State of California pursuant to agreement, state or federal regulations or statutes, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and County and any of its subcontractors providing services under this Agreement shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other MOUs.

(b) **Documentation of Right to Work.** County agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of County performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. County shall make the required documentation available upon request to LAFCO for inspection.

(c) **Inclusion in Subcontracts.** To the extent any of the services required of County under this Agreement are subcontracted to a third party, County shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

12. INDEPENDENT CONTRACTOR. County shall perform this Agreement as an independent contractor. While the County employee assigned to serve as the Executive Officer of LAFCO shall operate as an officer of LAFCO, County and its officers, agents and employees are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. County shall determine, at its own risk and expense, the method and manner by which duties imposed on County in general and its officers, agents and employees in particular by this Agreement shall be performed, provided, however, that LAFCO may monitor the work performed, and LAFCO rather than County shall be responsible for directing the actions of the Executive Officer of LAFCO when such person is acting on behalf of LAFCO. LAFCO shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

13. INDEMNIFICATION. County and LAFCO shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who

perform any services or duties under this Agreement from any claims, loss or liability, including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement. Notwithstanding the foregoing, LAFCO shall defend, indemnify and hold harmless County from any claims, loss or liability, including those for personal injury (including death) or damage to property, arising out of or connected with any act or omission of the Executive Officer of LAFCO when such act or omission is the pursuant to specific direction by LAFCO.

14. TERMINATION. This Agreement may be terminated prior to the expiration date only with the mutual written consent of both County and LAFCO. The sole remedy for default by County relating to provision of the services required under this Agreement shall be through the equitable remedy of specific performance and the sole remedy for default by LAFCO relating to reimbursement for the cost of the services provided shall be through legal action for damages.

15. WAIVER. Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

16. NOTICES. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person; or by deposit in the United States mail, first class postage, prepaid; or by deposit in a sealed envelope in County's internal mail system, when available; or by fax transmission; or by electronic mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected or, where desired to be sent to a specific County department or division, at the address noted in the applicable Attachment. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by fax transmission or electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, which ever is earlier.

LAFCO

County

Mail: LAFCO Executive Officer
1804 Soscol Ave., Suite 205A
Napa CA. 94559-1346

Napa County Executive Officer
1195 Third Street, Suite 310
Napa CA. 94559

Fax: (707) 251-1053

(707) 253-4176

E-Mail: dschwarz@napa.lafco.ca.gov

bchiat@co.napa.ca.us

17. CONFIDENTIALITY. Confidential information is defined as all information disclosed to either party by the other in the course of County's performance of services under this Agreement, where such information relates to that party's past, present, and future activities, as well as activities under this Agreement. Each party and its officers, agents and employees

providing services or performing activities under this Agreement shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of each party's Executive Officer. Notwithstanding the foregoing, nothing in this Paragraph or Agreement shall be construed to abrogate the independent authority and responsibilities of the County, any of its elected or appointed officers and the members of their respective County departments or divisions.

18. ASSIGNMENTS AND DELEGATION. Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, that obligations undertaken by County pursuant to this Agreement may be carried out by means of subcontract, provided such subcontracts are approved in writing by LAFCO, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that LAFCO may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement. LAFCO may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

19. AUTHORITY TO CONTRACT. LAFCO and County each warrant hereby that they are respectively legally permitted and otherwise have the authority to enter into and perform this Agreement.

20. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

21. ATTORNEY'S FEES. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

22. AMENDMENT/MODIFICATION. Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Except where otherwise provided in this Agreement only LAFCO, through its Chair or, where permitted by law and LAFCO policy, through its Executive Officer, in the form of an amendment of this Agreement, may authorize extra or changed work if beyond the scope of services prescribed by this Agreement. Failure of County to secure such authorization in writing in advance of performing any such extra or changed work shall constitute a waiver of any and all rights to a corresponding adjustment in the reimbursement maximum or rates and no reimbursement shall be due and payable for such extra work.

23. INTERPRETATION. The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either party in state Court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The

appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

24. **SEVERABILITY.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. **DUAL REPRESENTATION.** LAFCO consents to the Napa County Counsel's dual representation of both the County and LAFCO with regards to the preparation of this Agreement.



26. **ENTIRE AGREEMENT.** This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

"LAFCO":

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

By

 
HARRY MARTIN, Chairman of the Local Agency Formation Commission

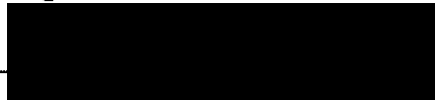
ATTEST: DANIEL SCHWARZ,
Executive Officer of LAFCO

By



APPROVED AS TO FORM:
LAFCO Legal Counsel


By



"County":

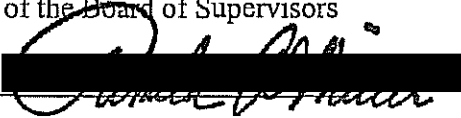
COUNTY OF NAPA, a political subdivision of the State of California

By


Mark Luce, Chair of the Board of Supervisors

ATTEST: PAMELA A. MILLER,
Clerk of the Board of Supervisors

By



APPROVED AS TO FORM: ROBERT
WESTMEYER, Napa County Counsel

APPROVED BY THE BOARD
OF SUPERVISORS:

Date

1-27-04

Procedural


Deputy Clerk of the Board

ATTACHMENT A

PROVISION OF STAFFING, INSURANCE, PURCHASING, ADMINISTRATION, SUPERVISION, COORDINATION AND MANAGEMENT ASSISTANCE SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

1. SCOPE OF SERVICES

The Napa County Executive Officer (NCEO) shall provide, at a minimum, the following services to LAFCO under this Attachment:

(a) **Administration and Supervision:** NCEO shall administer and supervise all County departments or divisions providing services to LAFCO.

(b) **Purchasing:** Upon request by the LAFCO Executive Officer or his duly-authorized representatives, NCEO shall provide purchasing services for LAFCO, including solicitation and evaluation of proposals for goods and services, issuance of purchase orders and/or development of purchase agreements, and processing of payment upon receipt of the purchased good/services. LAFCO will abide by County purchasing policies and procedures when using such services, except that LAFCO, in lieu of the County Board of Supervisors, shall appropriate funds for and approve the acquisition of goods and services, including fixed assets. County shall purchase and provide LAFCO at cost with copier paper in the same manner as such material is purchased and supplied to County departments and divisions. Nothing in this section shall preclude LAFCO from purchasing goods or services without utilizing the services of NCEO or County.

(c) **Insurance:** NCEO shall obtain for LAFCO, its Commissioners, staff and operations the same type and level of insurance coverage provided by County for its own boards, commissions, staff and operations, and shall provide claims/litigation administration. General liability coverage shall be provided for LAFCO and its employees under County's currently existing self insurance and liability insurance program with LAFCO allocated and obligated to reimburse County for the portion of the total net premium as determined by County for the then current Fiscal Year. Workers' compensation coverage shall be obtained through County's carrier and program, with the cost thereof payable each pay period at the rate/\$100 of covered payroll for LAFCO Budget Unit employees as established by County's Board of Supervisors for the County workers' compensation program generally, including the costs of self-insurance, excess insurance coverage premiums, and claims management.

2. STAFFING

In providing the above services, County shall provide LAFCO with the services of the following specific County staff or positions:

- **Administration and Supervision:** County Executive Officer and Assistant County Executive Officer

- **Coordination/Management:** Principal Management Analyst
- **Purchasing:** Purchasing Agent and/or Assistant Purchasing Agent.

3. **NCEO CONTACT:**

Mail: Napa County Executive Office
Suite 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 253-4176

Email: mstoltz@co.napa.ca.us

ATTACHMENT B

PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY AUDITOR-CONTROLLER

1. SCOPE OF SERVICE

Under the financial and policy direction of LAFCO, County (through the Napa County Auditor-Controller, hereinafter referred to as "Auditor") shall provide LAFCO with the following services relating to LAFCO financial operations:

- Accounts payable, purchasing and contract payment processing services
- Accounts receivable (deposit) services
- Services relating to preparation, adoption and administration of LAFCO's budget
- Accounting services
- Payroll services
- Audit services upon request by LAFCO
- Assistance in determining the apportionment of costs and collection of payments in support of LAFCO pursuant to Government Code Section 56831.
- Audit services requested by LAFCO

2. LEVEL AND MANNER OF SERVICE

The foregoing services shall be provided in accordance with the following provisions:

(a) The LAFCO Operations Fund shall be administered in accordance with all applicable provisions of the Government Code.

(b) All expenditures made from this Fund shall be made only at the direction of LAFCO's Executive Officer or designee with no requirement for approval by County's Board of Supervisors.

(c) At LAFCO's request, Auditor shall make diligent efforts to assist in the development of accounting policies and procedures that increase the efficiency and effectiveness of the administration of LAFCO, including policies and procedures including the electronic interchange of data and efforts to minimize reliance on County services.

(d) Auditor shall provide LAFCO with all requested revenue and expenditure information necessary to effectively manage LAFCO's fiscal affairs and perform all financial reporting to LAFCO and other applicable agencies. Such information shall be provided in a responsive and timely manner and include clear and concise cash flow reporting.

(e) All needed corrections to financial reports shall be completed within two working days of notification of Auditor. Auditor shall correct all payroll errors within one working day. For purposes of this Attachment B, "working days" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., County holidays excluded.

(f) Auditor shall provide all necessary equipment and electronic interface to fully utilize Auditor's financial systems, including electronic access to view and print all requested financial reports.

3. **AUDITOR CONTACT:**

Mail: Pamela Kindig
Napa County Auditor-Controller
1195 Third Street, Suite B-10
Napa, California 94559

Fax: (707) 226-9065

E-mail: pkindig@co.napa.ca.us

ATTACHMENT C

PROVISION OF LEGAL SERVICES TO LAFCO BY THE NAPA COUNTY COUNSEL

1. SERVICES TO BE PROVIDED BY COUNTY COUNSEL

County, through the Napa County Counsel ("County Counsel"), shall provide legal services to LAFCO including, but not necessarily limited to, legal advice, document drafting, and representation of LAFCO in its operations pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.). County Counsel hereby designates Jacqueline M. Gong to serve as LAFCO Counsel for fiscal year 2003-2004. Upon written notification to and assent by the governing board of LAFCO, County Counsel may designate other attorney members of his office to serve as LAFCO Counsel.

2. LEGAL SERVICES COUNTY COUNSEL SHALL NOT PROVIDE

County Counsel shall not provide legal services to LAFCO in the following situations, County and LAFCO understanding that in such situations LAFCO will obtain the necessary legal assistance at LAFCO's own expense from other legal counsel retained directly by LAFCO:

- Legal services to LAFCO regarding contracts to which LAFCO and County are both parties unless LAFCO's Executive Officer and Chair have given express written consent to dual representation of County and LAFCO by County Counsel.
- Legal services determined by LAFCO to present a conflict of interest for its LAFCO Counsel (in accordance with LAFCO Policy for the Appointment of Counsel).

3. COUNTY COUNSEL CONTACT:

Mail: Napa County Counsel
Suite 301, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 259-8245

Email: rwestmey@co.napa.ca.us

ATTACHMENT D

PROVISION OF TELECOMMUNICATIONS, MAIL, INFORMATION TECHNOLOGY SERVICES AND RECORD MANAGEMENT SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

1. TELECOMMUNICATION SERVICES

The Napa County Executive Officer, through the Communications Division shall provide LAFCO with installation, maintenance and repair of, and maintenance of service records and inventory for, all telecommunications equipment involved in any of the following systems used by LAFCO:

- telephone systems, including voice mail
- data cabling and terminations
- CCTV monitors and cameras
- intercom and PA systems
- all wireless communications, i.e. pagers, cellular phones, two way radios, security alarm systems

2. MAIL SERVICES

The Napa County Executive Officer shall provide the following mail services to LAFCO:

- Pickup, delivery of all interdepartmental (LAFCO) and County/LAFCO internal mail
- Pickup, metering and delivery to the Post Office of all LAFCO outgoing USPS mail

3. RECORDS MANAGEMENT SERVICES FOR LAFCO RECORDS

The Napa County Executive Officer, through the records management division, shall provide LAFCO with records management services for LAFCO records, including storage, retrieval and interfiling of LAFCO records at the Napa County Records Center; destruction of LAFCO records stored at the Napa County Records Center when such destruction is authorized by LAFCO; and shall assist LAFCO in developing policies and procedures that increase the efficiency and effectiveness by which LAFCO records are archived, retrieved and disposed.

4. INFORMATION TECHNOLOGY SERVICES

The Napa County Executive Officer, through the Information Technology Services (ITS) division, shall provide LAFCO with information technology services at a level at least equivalent to that by provided by County on February 15, 2001. The services shall include installation, maintenance, upgrades and repair of hardware and software provided by County to LAFCO, including, but not limited to: Geographic Information Systems, Financial Information Systems, Personnel Systems and the electronic mail service, calendaring, and task manager systems

maintained by the County. LAFCO shall have access to County's Helpdesk for information technology assistance and to computer training offered by County. Special projects outside the scope of routine information technology services shall be provided only upon request by LAFCO and prior approval by the Director of the Information Technology Services Division. Use of the systems, hardware, and software provided by County to LAFCO under this Attachment shall be subject to compliance by LAFCO and its officers, agents, employees and consultants with the Napa County Information Technology Use and Security Policy in effect at the time of the use.

5. SUPPLIES AND EQUIPMENT TO BE DIRECTLY PURCHASED

There shall be no separate reimbursement for supplies and equipment provided under this Attachment because LAFCO shall be responsible for directly purchasing any systems and equipment to be installed by the foregoing departments and divisions (other than fixtures which shall remain owned by County).

6. NCEO/DIVISION CONTACT:

Mail: Napa County Executive Officer
Suite 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 253-4176

Email: mstoltz@co.napa.ca.us

ATTACHMENT E

PROVISION OF PERSONNEL SERVICES TO LAFCO BY THE HUMAN RESOURCES DIVISION OF THE NAPA COUNTY EXECUTIVE OFFICE

1. SCOPE OF SERVICES

The Human Resources division ("HR") of the Napa County Executive Office shall provide the following services to LAFCO within the financial, personnel and policy guidelines established by the LAFCO Commission, so long as such guidelines are not in conflict with County personnel policies, rules and regulations. The HR Director shall act to oversee and carry out the following services upon direction by the LAFCO Commission:

- ***Recruitment and selection:*** shall include consultation regarding hiring procedures, advertising (costs of certain advertisements will be the responsibility of LAFCO), screening of applications, and development of a hiring list.
- ***Personnel transactions:*** shall include implementation of PARs (hires, releases, promotions, salary increases, etc.), benefit sign-ups and coordination (health, wellness program, dental, etc.); as authorized and directed by the LAFCO Commission, HR shall implement salary surveys and adjustments, job allocations, reclassifications, performance review processes, and changes (including increases) in personnel staffing appointed to serve LAFCO, so long as such implementation is consistent with and not in conflict with County policies and regulations. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the LAFCO Executive Officer.
- ***Labor Relations:*** shall include implementing salaries and other terms and conditions of compensation and performance established for LAFCO staff by the LAFCO Commission, so long as such implementation is consistent with and not in conflict with County policies and regulations; negotiations with employee union representatives regarding wages, hours, terms and conditions of employment; consultation and assistance with disciplinary and grievance issues; administration and coordination of worker's compensation cases.
- ***Training:*** shall include County workshops for employees and supervisors when attended at LAFCO direction by LAFCO employees or by County employees whose primary responsibilities involve providing services to LAFCO.
- ***Staffing:*** HR shall provide staffing as requested by LAFCO and agreed to by County, including staff as described in Paragraph 2 of the Agreement.

2. **HR CONTACT:**

Mail: Human Resources Director
Suite 110, Co. Admin.Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 259-8189

Email: dmorris@co.napa.ca.us

ATTACHMENT F

PROVISION OF CLERKING SERVICES TO LAFCO BY THE CLERK OF THE NAPA COUNTY BOARD OF SUPERVISORS

1. SCOPE OF SERVICES

As requested by the LAFCO Executive Officer, the Clerk of the Napa County Board of Supervisors ("COTB"), or her designee, shall serve as Clerk to the LAFCO Commission. Services shall include, but not be limited to, maintaining records of all LAFCO meetings, hearings and other proceedings and minutes for such proceedings as directed by LAFCO.

2. COTB CONTACT:

Mail: Pamela Miller
Napa County Clerk of the Board of Supervisors/
Rm. 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 253-4176

Email: pmiller@co.napa.ca.us

ATTACHMENT G

PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY TREASURER-TAX COLLECTOR

1. SERVICES TO BE PROVIDED

(a) The Napa County Treasurer-Tax Collector ("Treasurer") shall provide LAFCO with banking and investment services at a level of service at least equivalent to that provided to LAFCO during County fiscal year 2001-2002, except that bank processing services shall be provided by County's banking provider on a cost pass-through basis. The scope of services shall include:

- Banking services for LAFCO funds, including warrant processing and bank reconciliation.
- Portfolio Management for all LAFCO accounts, including receipt, safeguarding, investment and disbursement.

(b) The services shall be provided in accordance with the following provisions:

(1) Treasurer shall notify LAFCO within three (3) working days of receipt of all funds received and deposited into the LAFCO Operations Fund. For purposes of this Attachment, "working days" shall mean Monday through Friday, 8 a.m. to 5 p.m., County holidays excluded.

(2) LAFCO shall be permitted electronic access through County's PeopleSoft computerized systems to all reports detailing deposits received and interest earned. These reports shall specify amount and source of revenue, as well as the date of deposit.

2. STAFFING TO BE PROVIDED

Treasurer the staffing in order to provide the foregoing services:

<u>Service</u>	<u>Position</u>
Banking Services	Account Clerk I-II
Portfolio Mgmt	Treas/Tax Collector Treasury Supervisor Senior Account Clerk Account Clerk II

3. TREASURER CONTACT:

Mail: Marcia Humphrey Hull
Napa County Treasurer-Tax Collector
1195 Third Street, Room 108
Napa, California 94559

Fax: (707) 253-4337

Email: mhumphre@co.napa.ca.us

ATTACHMENT A – ANALYSIS OF STAFFING OPTIONS

	A) INDEPENDENT AGENCY	B) INDEPENDENT EXEC. DIR.	C) MODIFY EXISTING MOU
Control	This model provides the greatest independent control for the Agency over all activities	This model either 1) hiring an at-will to the Agency Board, County employee or an independent contractor would give the Agency independent control over the Agency Executive Director. The Agency Board would have control over compensation.	This model would give the Agency more control/input over the selection, evaluation and goals and objectives of the Executive Director without making the Agency Board the appointing authority.
Supervision	Supervision of the Agency Executive Director would be the responsibility of the Agency Board	Supervision of the Agency Executive Director would be the responsibility of the Agency Board	Supervision of the Agency Executive Director would remain the responsibility of the County.
Ease of Implementation	This model will take the longest to implement, it will also take the most staff time. It will be necessary to determine provisions of benefits, including retirement. There would likely be some actions required that would require unanimous votes, such as the ED's employment contract. For the employees to receive County benefits and retirement similar to SCTA and Fairgrounds employees would require modification of a County Ordinance.	This model should be fairly easy to implement, requiring the development of an employment contract and a modification to the existing MOU. The employment contract would require a unanimous vote. The MOU modification would require only a majority vote of the Agency Board, and a vote of the County Board of Supervisors	This model requires only the revision of the existing MOU. Which can be approved by a majority vote of the Agency Board, and a vote of the County Board of Supervisors

ATTACHMENT A – ANALYSIS OF STAFFING OPTIONS

Start-up Costs	Estimated to cost from \$50,000-\$150,000 including labor, counsel and consultants. The higher end of this estimate is based on the assumption that it might take an extensive amount of an administrative officer's time to implement the process. Agency staff would need extra help to handle these duties, either a consultant or additional County staff.	Estimated to cost < \$3,000 in in-house staff costs and Agency counsel time. Agency Counsel, for the modification to the MOU. This would not include any change to compensation which the Agency Board may approve.	Estimated to cost between \$1,500 and \$3,000 in-house staff time and Agency counsel time to negotiate and incorporate the changes to the MOU. The range is given to account for one or two negotiation meetings which might be needed to resolve the language with the County.
On-going Costs	May possibly be slightly cheaper.	This could possibly cost more depending on negotiated compensation for the Executive Director	No change in on-going costs.
Impact to Existing Staff	Staff would be transitioned from County civil service employment to employment with the new Agency. Benefits would be determined by the Agency Board.	No change to employment status and benefits of existing staff.	No impact to existing staff.

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

COUNTY OF
SONOMA



Sonoma County Human Resources Department

RECYCLING MANAGER (#5190)

[Close](#)
[Print](#)

\$43.50-\$52.88 Hourly / \$7,565.81-\$9,197.24 Monthly / \$90,789.72-\$110,366.88 Yearly



[Email Me when a Job Opens for the above position\(s\)](#)

DEFINITION

Under general direction, plans, organizes and directs the operation of the Recycling program within the Refuse Division of the Department of Public Works; provides lead staff support to an independent agency; manages and coordinates the work of staff involved in the planning, development, implementation and operation of the program as required by AB 939 regulations, including city-county agreements, recycling, marketing, material recovery, household hazardous waste, source reduction, public education; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

The incumbent in this single position class will report to a Deputy Director in the Transportation and Public Works Department and has day to day responsibility for the management and operation of the Recycling functions of the Refuse Division. As such, the incumbent uses considerable independent judgment and discretion in staff supervision and delegated project administration and management including the prioritization and coordination of mandates, goals and objectives. This class will serve a one-year probationary period.

TYPICAL DUTIES

Plans, organizes and directs the operation of Recycling functions within the Refuse Division of the Public Works Department.

Assists in formulating long-range goals of the Recycling program and in developing plans for accomplishing these goals; develops policies and procedures to carry out the plans which have been developed; develops and implements marketing and public outreach and information plans; assists in the preparation of program budget; reviews and evaluates programs and anticipates future needs.

Supervises and directs subordinate staff and also has responsibility for selecting program staff.

Coordinates the activities of the assigned functions with other departmental divisions, other County departments, other governmental agencies and private organizations and contractors as required.

May serve as a member of various committees as directed.

Reviews the preparation of a variety of plans, reports, and correspondence.

Discusses and explains department plans, programs, and projects at public and community meetings, legislative and administrative hearings, and related functions; attends conferences and seminars to keep informed of new developments.

Consults with legal counsel concerning contracts and divisional operations; monitors legislation on the state, federal and local level; recommends changes required by new legislation.

KNOWLEDGE, SKILLS, AND ABILITIES

Thorough knowledge of: state and federal laws and programs relative to the planning and development of recycling management, including AB 939 legislation; marketing and public information principles and practices; principles and practices of program planning and evaluation; principles and practices of grant preparation and review; the principles and practices of personnel and fiscal administration, including the budgetary process, principles of supervision, staff development and training; the principles and practices of contract negotiations and administration; the organization and functions of various County departments; economic research and feasibility as it relates to plans in support of the program; English syntax and grammar; modern software programs required to complete job responsibilities.

Ability to: plan, organize and direct the activities of staff of specialized technical and clerical personnel; establish and maintain harmonious working relationships with coworkers, subordinates, representatives of other County departments, other governmental agencies, private organizations, private contractors, and with the general public; prepare and implement administrative and fiscal policies and controls; coordinate program activities with departmental divisions, other County departments and other public entities; determine organizational needs and functional changes in order to improve efficiency and effectiveness; provide effective leadership in the development of new or improved procedures; analyze, prepare and/or review staff reports and recommendations and to give constructive criticism; effectively assemble, organize and present in written and/or oral form, reports containing alternative solutions and recommendations regarding specific resources, plans and policies; speak before groups regarding department plans, projects and functions.

MINIMUM QUALIFICATIONS

Education and Experience: Any combination of education, training, and experience that clearly demonstrates possession of the knowledge and abilities for the position. Normally, this would include significant coursework in business administration, public administration, marketing, environmental studies, or a related field, and three years of full-time, professional experience in recycling or solid waste management, including at least two years experience with responsibilities for marketing and/or public information, program planning and administration, and staff supervision. A Bachelor's degree is desirable.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

MISCELLANEOUS INFORMATION

Established 8/91

CLASS: 5190

EST: 8/1/1991

REV: 3/1/2008

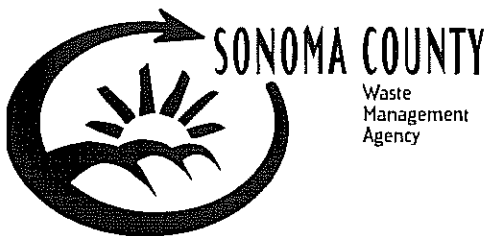
BARG UNIT: 0050

Goals and Actions reviewed and updated.

SECTION I WORK PLAN

GOALS	ACTION OBJECTIVES
<p>Goals include routine responsibilities listed on job descriptions. Goals also include innovative, career development and problem solving elements and training needs.</p> <p>Goal A: Pursue consideration and adoption of Alternative Funding Sources for SCWMA.</p>	<p>Action objectives include a target date, an action word, quantity and quality of work to be accomplished. Action objectives should be realistic and focused.</p> <p>1) Facilitate further consideration & adoption of Alternative Funding Source by SCWMA Board of Directors. Coordinate with Agency Counsel. (2008-2009)</p>
<p>Goal B: Continue to work towards relocation of compost facility onto permanent (off-landfill) location.</p>	<p>1) Implement site selection and the CA Environmental Quality Act (CEQA) review.</p> <p>2) Implement negotiation and acquisition process of selected site.</p> <p>3) Develop Scope of Work/Services and RFP for licensed operator to construct and operate compost facility; present to SCWMA Board for review & approval.</p> <p>4) Issue RFP to appropriate and interested vendors.</p>
<p>Goal C: Divestiture of Sonoma County Solid Waste Assets</p>	<p>1) Assist and provide information to SCWMA Board of Directors and committed cities in order to accommodate & transition to owning/leasing and operating the Household Hazardous Waste Facility & Wood and Green Waste Processing facility.</p>

Goal D: Improve Interoffice Procedural Effectiveness	<ol style="list-style-type: none"> 1) Develop deadlines for submission and Review of Agency Agenda Items by agency staff (Sept. 2008) 2) Improve succinctness of Agenda notes submitted by Agency Program Staff.
Goal E: Develop positive working relationships with Agency Board of Directors	<ol style="list-style-type: none"> 1) Develop annual work plan with Agency Board including prioritized projects to be worked on.
Goal F: Extended Producer Responsibility (EPR)	<ol style="list-style-type: none"> 1) HD17 Grant [submit by 8/22/08] Write Grant Request Section: Host PSI medical sharps dialogue. 2) Take SCWMA's role of coordinating and keeping abreast of national, state & local EPR initiatives, legislation. Integrate elements of EPR within staff programs as per Agency Work Plans and resulting Budget apportionments.
Goal G: Professional involvement with other state and regional boards, agencies and/or committees	<ol style="list-style-type: none"> 1) Assess value and become involved with other professional organizations in the role of membership, board member, etc., as reasonable and of value to the Agency. (Example: California Product Stewardship Council; Product Policy Institute, Californians Against Waste)



Agenda Item #: 11.1
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 10/21/2009

ITEM: Compost Relocation Project

I. BACKGROUND

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

At the June 18, 2008, the SCWMA Board selected one preferred site and two alternative sites to be studied further in an Environmental Impact Report. 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

At the September 16, 2009 SCWMA meeting, the Board directed staff to return in September with additional information about efforts to relocate within the Central Disposal Site (CDS), at an adjoining site, and relocation off site.

Relocation at the Central Disposal Site:

Two major issues with relocating the composting operations at CDS are physical and regulatory constraints. The physical constraints mainly revolve around securing enough relatively level ground to provide a pad on which to compost; put simply, there is not much flat ground at the CDS. Those areas which are flat tend to have regulatory constraints; the North Coast Water Quality Control Board stated to staff they do not want a composting operation atop buried garbage. Most of the flat spaces on the CDS are either occupied by other buildings or contain garbage.

The only identified space at CDS that mitigates the physical and regulatory constraints mentioned above is an area slightly to the west of the existing composting operation footprint. This area is smaller than the current composting area, roughly 17 acres compared to 23 acres, so current and future operations would be limited unless the composting method was changed. Furthermore, the North Coast Regional Water Quality Control Board indicated future composting operation may be subject to a zero discharge requirement, meaning all water subject to contact with compost must be treated prior to discharge. Potential mitigation measures include change in processing technology, covered processing areas, berms, and swales. It is unclear where any sort of storage pond or swale would be located, given the scarcity of flat ground and rugged topography of the CDS.

Relocation at an Adjoining Site (Gray Property):

As mentioned at the September 16, 2009 SCWMA meeting, the North Bay Corporation met with the County and indicated a willingness to acquire the parcel directly to the north of the CDS and enter into a long term agreement with the Agency to host the composting operation. With the Executive Director's purchase order authority of \$5,000, staff has contacted ESA to perform a fatal flaw analysis of this parcel, with an emphasis on biological resources, as endangered

species are known to have a presence in the area. This analysis is expected to be underway shortly.

The logic behind examining this site is its proximity to the existing composting operation and CDS. It is assumed that site access would be granted through the CDS and therefore new environmental impacts would be minimized. These benefits would also apply to relocation within CDS.

Off Site Relocation :

Staff has received and reviewed the Administrative Draft Environmental Impact Report (EIR) from ESA. Staff expects ESA to publish a Notice of Availability of a Draft EIR this month. That report will be made available for viewing at the SCWMA office, local public libraries, and online at www.recyclenow.org. Those wishing to purchase a physical copy may do so at the SCWMA office during normal business hours, although the cost at this point is unknown.

Staff expects to hold a public hearing for the Draft EIR at the November 18, 2009 SCWMA meeting.

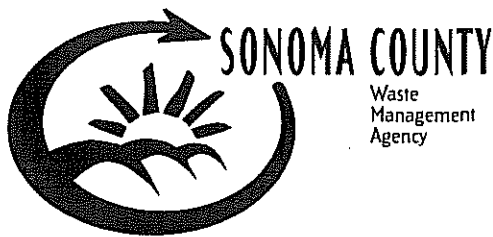
III. FUNDING IMPACT

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 #: 11.2
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 10/21/2009

ITEM: Compost Permitting

I. BACKGROUND

At the September 16, 2009 SCWMA meeting, concerns were raised about the potential expiration of the Solid Waste Facility Permit related to composting at the Central Disposal Site. The Board requested additional information about the status of this permit and clarification of roles and responsibilities for the parties involved in the permit.

Permit History:

- In 1992, a Mitigated Negative Declaration for the Wood Waste, Yard Waste Composting and Construction Debris Diversion Program at the Central Disposal Site was adopted by the County of Sonoma.
- A joint venture of the Sonoma Compost Company and Empire Waste Management, Inc. was selected as the operator of the composting facility on May 18, 1993. Section 2.6 of the Organic Material Processing, Composting, and Marketing Services Agreement By and Between the Sonoma County Waste Management Agency, the County of Sonoma, and the Joint Venture Group of Sonoma Compost and Empire Waste Management states that "It is expressly understood by the parties that Agency and County shall have full responsibility for obtaining the solid waste facility permit issued by the California Integrated Waste Management Board necessary for the operation and construction of the Facility and shall maintain such permit for the duration of this Agreement."
- A Solid Waste Facility Permit Exemption was approved by the Sonoma County Public Health Department at a public hearing on July 16, 1993 which allowed a one-and-a-half year exemption to acquire a Solid Waste Facility Permit.
- On August 31, 1995, the County applied for a New Solid Waste Facility Permit. The County of Sonoma, Department of Transportation and Public Works was listed as the Site Owner and Site Operator.
- In a memo titled "RE: Yard and Wood Waste Program – Agency and County Obligations" to the SCWMA Board Members dated December 23, 1997, Agency Counsel cites the Agency's responsibility to pay for the permitting costs of the composting operations at the Central Disposal Site as "Once formed, Agency agrees to reimburse County for all new or additional costs incurred by County as a result of the activities of the Agency. Such costs include, but are not limited to, the following: (1) the cost of obtaining required permits from regulatory agencies and cost of complying with the requirements and conditions of those permits..."
- In a letter dated June 6, 2001 from Robert Swift of the Sonoma County Department of Health Services, Environmental Health Division, Mr. Swift acknowledged receipt of the standardized compost permit revision and made the following observation: "The County of Sonoma Department of Transportation and Public Works is currently identified as the owner and operator of the Central Compost Site, with Sonoma Compost Company (SCC) identified in the RCSI as the contract operator." Mr. Swift continues to suggest "Although the County continues to be the owner of the property it appears to me that the Sonoma County Waste Management Agency (SCWMA), should be identified as the operator, with SCC identified as the contract operator."

- In a letter dated July 11, 2001 responding to Mr. Swift's June 6, 2001 letter, Susan Klassen, County of Sonoma Department of Transportation and Public Works, stated: "We have reviewed the regulations... concerning the definitions of "Owner" and "Operator" and concur with your comment. The revised permit identifies the Owner as Sonoma County Department of Transportation and Public Works and the Operator as Sonoma Compost Company. The contract administrator is the Sonoma County Waste Management [Agency] (SCWMA) and will be identified under the general information of the report."
- The Solid Waste Facility Permit for the Central Compost Site was again subject to a Five Year Permit Review in 2006.

II. DISCUSSION

The composting facility operated by Sonoma Compost Company is governed by a Solid Waste Facility Permit (currently facility number 49-AA-0260). The most recent permit (effective August 30, 2006) lists the Site Operator as the Sonoma County Waste Management Agency and the Site Owner as the County of Sonoma, Department of Public Works. The permit discusses the type of operations allowed, hours of operation, maximum daily material tonnage, maximum vehicle traffic volume, prohibitions, and other documents which impact the operation of the site. The site is inspected by the County of Sonoma Department of Environmental Services, Environmental Health Division. Final approval authority of the permit rests with the California Integrated Waste Management Board (CIWMB).

The most recent permit was approved by the CIWMB on August 30, 2006, and is subject to a Five Year Permit Review on August 30, 2011.

Roles and Responsibilities Pertaining to Permitting:

Staff understands the County's role in the permitting of the compost site at the CDS to be the following: be listed on the Solid Waste Facility Permit as the site owner, assist the Agency in the application for subsequent permits for the composting operation, and participate in the three party agreements between the County, Agency, and compost operator.

Staff understands the Agency's role in permitting the compost site at the CDS to be the following: be listed as the site operator and permit holder, reimburse the County for costs associated with obtaining the permits, pay fees to the CIWMB for permit renewal and fees to the County of Sonoma Department of Environmental Services, Environmental Health Division for inspection, and ensure the operator is adhering to the terms and conditions of the permit.

III. FUNDING IMPACT

Costs associated with obtaining a permit to operate a compost facility at the Central Disposal Site are budgeted annually. There are no new funding impacts as a result of this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends authorizing the SCWMA Executive Director to renew Solid Waste Facility Permits at the Central Disposal Site as needed in the future.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA