

SONOMA COUNTY WASTE MANAGEMENT AGENCY

April 21, 2010

9:00 a.m.

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

*****UNANIMOUS VOTE ITEMS #8, 9, 10*****

Estimated Ending Time 11:30 a.m.

AGENDA

- | <u>ITEM</u> | <u>ACTION</u> |
|--|-------------------------------|
| 1. Call to Order/Introductions | |
| 2. Agenda Approval | |
| 3. <u>Attachments/Correspondence:</u>
Director's Agenda Notes
Letter from City of Santa Rosa Regarding Meeting Location
Support Letter for SB 1100 | |
| 4. <u>On file w/Clerk: for copy call 565-3579</u>
Resolutions approved in March 2010
2010-006 Resolution Approving 2 nd Amendment with ECS Refining
for E-waste Transport and Recycling Services | |
| 5. Public Comments (items not on the agenda) | |
| <u>CONSENT</u> (w/attachments) | Discussion/Action |
| 6.1 Minutes of March 17, 2010 | |
| 6.2 EPR Legislation Update | |
| 6.3 SCC Monthly Report for January 2010 | |
| 6.4 Carryout Bag Update | |
| 6.5 Compost Services | |
| 6.6. Extension of R3 Agreement | |
| 6.7 Appropriation Transfer for Legal Services (ColWMP) | |
| <u>REGULAR CALENDAR</u> | |
| 7. Sonoma County/City Solid Waste Advisory
[Barbose] | Discussion/Acting
PLANNING |

- | | | |
|-----|---|---|
| 8. | FY 10-11 Final Budget
[Klassen](Attachment) | UNANIMOUS VOTE
ADMINISTRATION |
| 9. | Agreement to Audit Oil Recycling Centers and Coordinate
Oil Recycling Publicity and Programs
[Steinman](Attachment) | UNANIMOUS VOTE
HHW |
| 10. | Staffing Services
[Klassen](Attachments) | UNANIMOUS VOTE
ADMINISTRATION |
| 11. | Sixth Amendment to Household Hazardous Waste
and AB 939 Program Services Agreement
[Klassen](Attachment) | Discussion/Action
HHW |
| 12. | Request for Proposals for Spanish Language
Outreach Services
[Chilcott](Attachment) | Discussion/Action
EDUCATION |
| 13. | Boardmember Comments | |
| 14. | Staff Comments | |
| 15. | Next SCWMA Meeting May 19, 2010 | |
| 16. | Adjourn | |

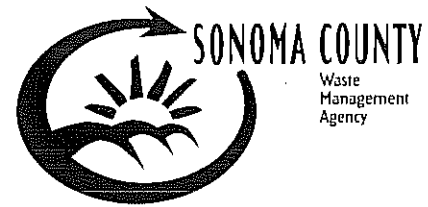
CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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 Liano 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: APRIL 21, 2010 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.

- 6.1 Minutes of March 2010
- 6.2 EPR Legislation Update The purpose of this staff report is to update the Board on current Extended Producer Responsibility (EPR) legislation. This item is informational only.
- 6.3 SCC Monthly Report for January 2010
- 6.4 Carryout Bag Update Updates Board members on the status of carryout bag ordinances and related recycling and reduction efforts
- 6.5 Compost Update Staff prepared a summary of the value of the compost allocation program for each city
- 6.6 Extension to R3 Agreement The current agreement with R3 to develop an alternative financial model for the Agency expires April 15, 2010. The amendment to this agreement would extend the termination date of the agreement to September 15, 2010. No additional funds are requested.
- 6.7 Appropriation Transfer for Legal Services (CoIWMP) Due to extra scenarios associated with the amendment to the Countywide Integrated Waste Management Plan, additional legal services were required and invoiced.

REGULAR CALENDAR

- 7. Sonoma County/City Solid Waste Advisory Verbal report from Steve Barbose, City of Sonoma, serving as SCWMA liaison to the recently convened advisory group. **No action required.**
- 8. FY 10-11 Final Budget The changes between the FY 10-11 Draft Budget and the FY 10-11 Final Budget are described in the transmittal accompanying the Budget History and the Explanations and Details sections. **Recommended Action: Approve the FY 10-11 Final Budget and direct staff to forward the approval resolution to the Sonoma County Auditor-Controller's Office. UNANIMOUS VOTE.**
- 9. Agreement to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs The current agreement with C² Alternative Services to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs expires on June 30, 2010. The current contract allows for annual extensions upon mutual agreement between Contractor and Agency. **Recommended Action: Adopt Resolution to approve the Fifth Amendment to the Agreement with C² Alternative Services to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs and to authorize the Chair to execute the Fifth Amendment to the Agreement on behalf of the Agency. UNANIMOUS VOTE.**
- 10. Staffing Services The final versions of the Agreement for the Provision of Staff Services by the County of Sonoma to the Sonoma County Waste Management Agency, the Memorandum of Understanding for Special Staff Services and the Job Specification for Waste

Management Executive Director are included in this item for approval. These documents are described in the transmittal and have the support of the Agency Counsel and the Ad Hoc Subcommittee. **Recommended Action: Approve the Agreement for Provision of Staffing Services, the MOU and the Job Specification, and authorize the Interim Executive Director to work with County Human resources to obtain County approvals and open recruitment. UNANIMOUS VOTE.**

11. Sixth Amendment to Household Hazardous Waste And AB 939 Program Services Agreement The Sixth amendment with the City of Petaluma for the services provided by SCWMA is in the amount of \$168,446. Upon SCWMA approval, the amendment will be forwarded to Petaluma City Council for approval. **Recommended Action: Approval the Sixth Amendment to the Household Hazardous Waste and AB 939 Program Services Agreement.**

12. Request for Proposals for Spanish Language Outreach Services The current agreement with C² Alternative Services for Spanish Language Outreach Services expires on June 30, 2010. Spanish Language Outreach is included in the FY 10-11 Work Plan which allocates \$24,000 funded by the HHW Cost Center (\$18,886) and the Education Cost Center (\$5,114). The current contract does not allow for extensions and it is necessary to change the scope of work to accommodate a greater focus on Used Oil and for distribution of the new Recycling Guide. The intent is to award a new contract at the June 16, 2010 Board meeting to avoid a delay in service. **Recommended Action: Approve distribution of the draft Request for Proposals for Spanish Language Outreach Services.**



March 17, 2010

Susan Klassen
Interim Executive Director
Sonoma County Waste Management Agency
2300 County Center Drive
Suite B 100
Santa Rosa, CA 95403

Dear Ms. Klassen:

I am in receipt of your recent letter of request to have the Sonoma County Waste Management Agency meetings take place in the City Council Chambers here at City Hall. You asked to use the Chambers on the third Wednesday of each month from 8:30 a.m. to noon, beginning July 21, 2010 and running through your June 15, 2011 meeting.

I have asked staff to block off time on the Council Chambers calendar for the times you requested, so please feel free to notify your group that your July 21st meeting will take place here at City Hall.

At this time, I don't see any conflicting requests for the Council Chambers use during your requested times. In the event of our Council needing to use the Chambers during one or more of your meeting times, we will give you as much notice as possible and try to help find you another meeting location.

Thank you for your work with the Sonoma County Waste Management Agency — this is one of the valuable joint efforts in which all of our local cities can participate. If you have any questions, please feel free to contact Suzanne Sheppard at 543-3013 or ssheppard@srcity.org.

Sincerely,



WAYNE GOLDBERG
Interim City Manager

WG/sks

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OFFICE OF THE CITY MANAGER
100 Santa Rosa Avenue, Room 10 • Santa Rosa, CA 95404
Phone: (707) 543-3010 • Fax: (707) 543-3030



April 5, 2010

Chairman Joe Simitian
Senate Environmental Quality Committee
State Capitol, Room 2205
Sacramento, California 95814

Dear Senator Simitian:

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 supports Extended Producer Responsibility (EPR) policies that shift California's product waste management system from one focused on local government funded and ratepayer financed to one that relies on producer responsibility in order to reduce public costs and drive improvements in product design that promote environmental sustainability.

On behalf of the SCWMA, I write to inform you of our support of SB 1100, a bill that will require battery manufacturers to create and implement stewardship program to deal with the end of life for their products.

In early 2006 all household batteries were classified in California as Universal Waste and banned from solid waste landfills because they are harmful to our planet. That's good news for the environment. However, it can be difficult for consumers to find a place to recycle used batteries.

According to a California report, more than 500 million batteries are sold each year in California and that number is expected to rise. Today, it is estimated that only one-half of one percent of used batteries are recycled through local government household hazardous waste programs.

Local governments through garbage rates and taxes pay an average of \$800 per ton to manage batteries, but our jurisdiction pays \$882 per ton, to manage this universal waste, which amounts to \$9,042 dollars each year and we estimate we only collect from 12% of households.

Battery manufacturers have no incentive to be concerned about how much it costs taxpayers to properly and safely dispose of their products. Stewardship will ensure that the cost for end of life management is included in the product price, not a burden externalized onto the general taxpayers or garbage ratepayers.

SB 1100 will help local governments' bottom lines by saving tax-payer money used to manage toxic battery waste. It will also create green jobs collecting and recycling batteries in the private sector. In addition, battery stewardship will help California's environment by ensuring that battery waste is properly managed.

For the above reasons, the SCWMA strongly supports SB 1100.

Sincerely,



Susan Klassen, Interim Executive Director
Sonoma County Waste Management Agency

Cc: Senator George Runner, Vice-Chair – senator.runner@sen.ca.gov
Senator Loni Hancock – senator.hancock@sen.ca.gov
Senator Alan Lowenthal – senator.lowenthal@sen.ca.gov
Senator Fran Pavley – senator.pavley@sen.ca.gov
Senator Tony Strickland – senator.strickland@sen.ca.gov



MINUTES OF MARCH 17, 2010

The Sonoma County Waste Management Agency met on March 17, 2010, at the City of Santa Rosa Utilities Department's Subregional Water Reclamation System Laguna Plant, 4300 Llano Road, Santa Rosa, California.

PRESENT:

Town of Windsor	Christa Johnson, Chair
City of Cloverdale	Nina Regor
City of Cotati	Marsha Sue Lustig
City of Healdsburg	Mike Kirn
City of Petaluma	Vince Marengo
City of Rohnert Park	Dan Schwarz
City of Santa Rosa	Dell Tredinnick
City of Sebastopol	Jack Griffin
City of Sonoma	Steve Barbose
County of Sonoma	Tom O'Kane

STAFF PRESENT:

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

1. CALL TO ORDER SPECIAL MEETING/INTRODUCTIONS

The meeting was called to order at 8:38 a.m. by Vice Chair Mike Kirn.

Chair Christa Johnson arrived at the meeting at 8:40 a.m. and the gavel was passed to her to chair the meeting.

2. AGENDA APPROVAL

Interim Executive Director Susan Klassen requested that the agenda be reorganized after Item 7.1. as follows. Future agendas will place items in order of importance instead of by cost center.

Item 8.2	Agency Education and Outreach Program 2010
Item 9.2	FY 10-11 Draft Budget
Item 10.1	Agreement between SCWMA and the COUNTY for Transportation of Organic Materials
Item 9.1	Staffing Services
Item 8.1	SonoMax.org Program Transition
Item 10.2	Composting Services and Timeline Report

3. ATTACHMENTS/CORRESPONDENCE

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

4. ON FILE WITH CLERK

Chair Johnson noted the resolutions approved in February, 2010, on file with the clerk.

5. PUBLIC COMMENTS (items not on the agenda)

There were no public comments.

CONSENT

6.1 Minutes of February 17, 2010

6.2 Carryout Bag Update

6.3 ECS Refining Second Amendment

Mike Kirm, Healdsburg, moved to approve the Consent Calendar. Steve Barbose, City of Sonoma, seconded. Motion was approved unanimously.

REGULAR CALENDAR

7.1 SONOMA COUNTY/CITY SOLID WASTE ADVISORY GROUP (SWAG)

Steve Barbose, City of Sonoma, is serving as liaison for SCWMA to the SWAG. He reported that some members of the SWAG met with Assemblyman Huffman and Senator Chesbro, who expressed support of efforts in attaining the necessary permits to reopen the landfill, which has not been used since 2005.

Rules of Governance were adopted for and by the SWAG. Gary Wysocky, City Councilman from Santa Rosa, and Steve Barbose, Mayor of City of Sonoma, were elected Co-Vice-Chairs.

A flow chart using the criteria of transfer station operation/outhaul tip fees, long term solution, re-permit timeline, and closure timeline was presented. Copies were distributed to the SCWMA Board members at the meeting.

The next SWAG meeting is scheduled for April 19, 2010, 3:00 p.m. in the Sheriff's Department Training Room.

8.2 AGENCY EDUCATION AND OUTREACH PROGRAM 2010

Karina Chilcott presented a summary of the SCWMA's education and outreach programs such as the Eco-desk, the Recycling Guide, Fairs, Spanish Language outreach and the SCWMA website www.recyclenow.org.

Agency staff has a cooperative relationship with the staff of the local garbage companies. Staff also has developed strong working relationships with local groups such as Russian River Watershed, Sonoma County Water Agency, Sonoma County Green Business Program, Sonoma Compost Company and the California Product Stewardship Council.

Vince Marengo, City of Petaluma, announced a new contract for garbage service to the City of Petaluma was executed on March 1, 2010 and the name of the new company is Petaluma Refuse and Recycling Inc.

Public Comment

Pam Davis, Redwood Empire Disposal, reinforced the positive professional benefits associated working with SCWMA staff.

Will Bakx, Sonoma Compost Company, commented that proposed food waste education was limited in scope and depth.

Ken Wells, Guiding Sustainability, offered the idea of pilot projects increasing the cost effectiveness of SCWMA programs.

9.2 FY 10-11 DRAFT BUDGET

Susan Klassen, Interim Executive Director, presented the FY 10-11 Draft Budget, which has three scenarios for dealing with the decreasing tipping surcharge revenues. Offered for considered were (1) no change in the surcharge rate, (2) a \$0.25 per ton increase and (3) a \$0.55 per ton increase.

Public Comment

Tim Smith, former SCWMA Board member, feels that the HHW Closure Reserve is not adequate. He also stated unless the funding model being developed addresses basic financial issues the resulting budget will be flawed.

Ken Wells, Guiding Sustainability, feels the HHW facilities is underutilized and does not serve the community as well as it should. He also would like to see the reserves used for producer responsibility law development and implementation.

Board member Discussion

After discussion and a straw vote, the Board members agreed to approve option #3., an increase of \$0.55/ton to the surcharge, citing concerns about effects on the ratepayers, realizing rate stabilization, and strongly supporting the Education programs.

The vote was unanimous and the direction to staff was to return in April with a final budget using the \$0.55/ton increase.

The SCWMA Board recessed from 10:40 a.m. to 10:50 a.m.

10.1 AGREEMENT BETWEEN SCWMA AND THE COUNTY FOR TRANSPORTATION OF ORGANIC MATERIALS

This agreement contracts with the hauler chosen for the County's outhaul to transport organic materials from the transfer stations to the composting located at the Central Disposal Site. The term of the agreement is August 31, 2011 with a one year extension. The rate to be paid to the County, who will pass it along to the contractor, is \$9.35 per ton.

Questions

Jack Griffin, City of Sebastopol, inquired about the effects on the agreement if the composting site is moved. There would need to be more negotiation depending on the location of a new composting site.

Dell Treddinick, City of Santa Rosa, requested clarification of the rate calculation. The rate is based on a fuel factor calculated by the TPW in March and September and includes consideration of the appropriate Consumer Price Index.

Public Comment - None

Vince Marengo, Petaluma, moved to approve the Agreement. Dell Tredinnick, Santa Rosa, seconded. Motion approved with a unanimous vote.

9.1 STAFFING SERVICES

Susan Klassen, Interim Executive Director, reported that the attorneys for the County and SCWMA continue to discuss the legal and procedural ramifications of the Executive Director's position change from County to SCWMA. The Staffing Committee will continue reviewing the documents as they are finalized by the attorneys and make a recommendation to the Board of Directors.

Questions

Board members were concerned about the source of authority for pay raises, termination and level of responsibility in case of a necessary call to place employee on administrative leave.

Public Comment - None

Discussion

Christa Johnson, Town of Windsor, will defer to the Ad Hoc Staffing Subcommittee for any recommendations.

Steve Barbose, City of Sonoma, recognizes a need to have concurrence in order to go forward.

Marsha Sue Lustig, City of Cotati, was shocked by the revisions and is concerned about the length of time this process is taking.

Dell Tredinnick, City of Santa Rosa, wondered if this could be done without convening a full Board.

Janet Coleson, Agency Counsel, announced an Ad Hoc Staffing subcommittee meeting is scheduled for next week. The final agreements should be ready for presentation to the Board at the April meeting.

Tom O'Kane left the meeting at 11:05 a.m.

8.1 SONOMAX.ORG PROGRAM TRANSITION

Ms. Chilcott presented a history of SonoMax and told the Board of an opportunity for becoming involved the CalRecycle MiniMax program. She recommended terminating the agreement with Gencom, Inc., contractor providing SonoMax web support, and join the CalRecycle for cost efficiencies and better marketing offerings.

Marsha Sue Lustig, City of Cotati, moved to join the CalRecycle MiniMax program. Vince Marengo, City of Petaluma, seconded. The motion passed with a unanimous vote.

(County of Sonoma representative was absent for the vote. Rohnert Park representative was out of the room.)

10.2 COMPOSTING SERVICES AND TIMELINE REPORT

Patrick Carter presented the compost service comparison and timeline for continued operations, agreements and relocation processes as requested by the Board. The reason for the requested report was to consider issuing a Request for Proposals for the composting operations.

Public Comment

Martin Millick, Cold Creek Compost, wished to make clarifications concerning the Cold Creek Compost information on the matrix. The \$16.00/ton rate includes food and meat for composting. Cold Creek Compost has two OMRI products available for sale instead of one.

Will Bakx, Sonoma Compost Company, reported that SCC makes significant donations to schools. He also relayed that other low bidders for composting contracts in the region have failed by declaring bankruptcy or having the Local Enforcement Agency close the operation because of violations.

Consensus among the Board members was not to go out for Request For Proposal at this time.

(County of Sonoma was absent for discussion.)

11. BOARDMEMBER COMMENTS

There were no Board member comments.

12. STAFF COMMENTS

Susan Klassen called attention to the third and fourth quarter allocations placed at each Board member's seat.

13. NEXT MEETING

The next regularly scheduled SCWMA Board of Directors meeting will be held on April 21, 2010

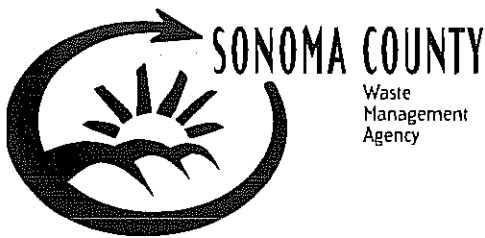
13. ADJOURNMENT

Meeting adjourned at 11:48 a.m.

Respectfully submitted,
Charlotte Fisher for Elizabeth Koetke

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

- **Compost Allocations**
- **Executive Summary from Green Cities California, Master Environmental Assessment on Single-Use and Reusable Bags**
- **Solid Waste Timelines / Decisions Flow Chart from Sonoma County/City Solid Waste Advisory Group**



Agenda Item #: 6.2
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 4/21/10

ITEM: EPR Legislation Update

I. BACKGROUND

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

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

II. DISCUSSION

The purpose of this staff report is to update the Board on current EPR legislation. Since Sonoma County's Extended Producer Responsibility Implementation Plan was approved, legislation at the state and national level has been slow in addressing EPR and no significant improvements have been made in shifting responsibility to pay for and manage these items to the manufacturers and others in the supply chain.

Currently there are a few Assembly and Senate bills being heard which address EPR.

AB 2139 (Chesbro) Product Stewardship Framework-Introduced: 2/18/2010

This bill would create the California Product Stewardship Act and would require producers of covered products to participate in a product stewardship program, under a plan approved by CalRecycle. Covered products include: single use food packaging, medical sharps, pesticide containers (residential use), propane tank & butane lighters (personal use). Producers of a covered product would be required to collect the covered product pursuant to the product stewardship plan and to meet the performance goals included in the product stewardship plan. There is a sales prohibition on products made from non-conforming producers. This bill is currently pending.

AB 1343 (Huffman) Paint Recovery Act-Introduced: 2/27/09

This bill will require paint manufacturers to develop and implement a program to collect, transport, and process postconsumer paint to reduce the costs and environmental impacts of the

disposal of postconsumer paint in this state. Leftover paint poses a significant environmental and cost burden to local governments and the state. This measure will reduce this burden by requiring manufacturers to take responsibility for establishing and financing a safe and reliable system for the recovery and proper management of leftover (postconsumer) paint generated by consumers in this state. AB 1343 passed through the Assembly side and Senate Environmental Quality Committee but was held in Senate Appropriations. This is now a 2-year bill.

SB 1100 (Corbett) Household Battery Recycling Bill-Introduced: 2/17/2010

This is a product stewardship bill for household batteries. Producers of household batteries (such as alkaline, nickel-cadmium and other batteries typically generated as household waste) must submit a stewardship plan to Department of Toxic Substances Control (DTSC) and implement the plan upon its approval by DTSC. SB 1100 will also require battery manufacturers to meet recycling goals each year and report data to the Department of Resources, Recycling and Recovery who will oversee the implementation of each manufacturer's stewardship plan. SB 1100 will help local governments' bottom lines by saving tax-payer money used to manage toxic battery waste. It will also create green jobs recycling and collecting batteries. In addition, battery stewardship will help California's environment by ensuring that battery waste is properly managed. SB 1100 was heard in the Senate Environmental Quality Committee on April 5th. This bill passed out of committee.

Agency staff will continue to monitor the progress of these bills and will support such bills if appropriate. Included in this Agenda packet is the SCWMA's letter of support for SB 1100.

III. FUNDING IMPACT

There is no funding impact resulting from this staff report.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

There is no recommended action. This item is informational only.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



SONOMA COMPOST COMPANY MONTHLY REPORT

January-10

a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	4,764.92 tons
average tons per day of yard debris:	243.84 tons
total tons of wood debris:	282.67 tons
average tons per day of wood debris:	11.30 tons
total tons of yard debris to Laguna *	1,331.00 tons
Total tons of food discards **	60.95 tons

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

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

b) Deviations From Normal Operating Plans

Windrow Characteristics

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

Moisture Addition/Application

at grinder:	None
at compost site:	None

Moisture Content (%)

by feel:	lab results:
55-65%	52.4%
(active compost)	(finished compost)

Additives

Feathers, Food Discards, Hatchery Waste

Temperature Measurements

(data on file at SCC office)

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

Aeration (turning)

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

Weather/Rainfall:	
total inches:	5.125
# of storm events:	7
Operational Problems:	
See environmental concerns below	

d) Lab tests

Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

analysis: NUTRIENT	
next date due:	Feb-10
date sample taken:	1/27/10
# of sub-samples:	12
location of samples:	8,9,10,23,26,40

analysis: HEAVY METALS	
next date due:	Feb-10
date sample taken:	1/27/10
# of sub-samples:	33
location of samples:	7,9,10,13,21,26,32,33,35,43,47

analysis: PATHOGEN REDUCTION	
next date due:	Feb-10
date sample taken:	1/27/10
# of sub samples:	33
locations of samples:	7,9,10,13,21,26,32,33,35,43,47

Quarterly Test:

analysis: PESTICIDE RESIDUES	
next date due:	Feb-10
date sample taken:	1/27/10
# of sub-samples:	33
locations of samples:	7,9,10,13,21,26,32,33,35,43,47

e) Sales and Distribution of Finished Product

Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	1,280.00	cubic yds.
total cubic yards of screened compost:	733.00	cubic yds.
total cubic yards of early mulch:	0.00	cubic yds.
total cubic yards of screened mulch:	547.00	cubic yds.
yard debris product allocations:	5.00	cubic yds.
yard debris product donations:	15.00	cubic yds.

Wood Debris Sold

monthly total, tons of wood debris products sold:	3,768.00	tons
total tons of wood to non-fuel markets:	103.00	tons
total tons of wood bio-fuel*:	3,665.00	tons
wood debris product allocations:	0.00	cubic yds.
wood debris product donations:	0.00	cubic yds.

* Bio-fuel tonnage includes overs from compost process

Shipment Log

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

f) Complaints and Environmental Concerns

Observed an unprocessed yard debris stockpile in exceedance of the approved dimensions. According to permit conditions, the approved stockpile dimensions for both processed and unprocessed yard debris are 45' x 90' x 15' with a 15' fire lane between stockpiles. Maintain all stockpiles within limits. As a result of the accident investigation, processing was in limited production from 12/18/09 through 1/5/2010. Stockpiles were reduced and in compliance within days of the inspection report.

g) Contaminants Landfilled, Recovered or Recycled

	tons	overall %
disposed	64.60	1.01%
recycled		

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

FINISHED MATERIALS	cubic yards
unscreened compost	5,500 cy
screened compost	8,500 cy
mulch	950 cy
"intermediates"	1,200 cy

INTERMEDIATELY COMPOSTED MATERIALS

aged over 2 weeks	23,500 cy
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FRESH MATERIAL

on-site under 2 weeks	6,270 cy
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EXPERIMENTAL MATERIAL

Biodynamic	375 cy
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Agenda Item #: 6.4
Cost Center: Diversion
Staff Contact: Carter
Agenda Date: 4/21/2010

ITEM: Carryout Bag Update

I. BACKGROUND

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

II. DISCUSSION

Statewide Bills:

There is a bill in the state legislature that would ban plastic carryout bags and impose a \$0.25 fee on paper carryout bags. The bill, AB 1998¹, is similar to other carryout bag fee bills in recent years with the exception being this bill would ban plastic carryout bags instead of imposing a fee.

AB 2138² would prohibit a food provider from distributing a single use carryout bag unless the bag is readily accepted in the jurisdiction in which it is distributed for recycling or composting. This prohibition would exclude straws, cup lids, and serviceware, but it would extend to stores, shops, sales outlets, restaurants, grocery stores, supermarkets, delicatessens, catering trucks, or vehicles which prepare food ready for public consumption. The bill would impose a civil penalty of \$100 per day of violation, up to a maximum of \$10,000 per year.

SB 228³ would prohibit sale of compostable plastic bags in the state unless the bags are clearly identifiable as compostable and easily discernable from traditional plastic bags. It would further prevent compostable bags from displaying the chasing arrow plastic resin code which most people recognize as a symbol of recyclability.

Contra Costa County:

Central Contra Costa Solid Waste Authority (Authority) is considering a plastic bag ban⁴. They held a meeting on March 25, 2010 to discuss a potential ban of plastic bags and expanded polystyrene food packaging. At that meeting their Board of Directors discussed whether to direct staff to begin the process of banning single use plastic bags and/or expanded polystyrene food packaging or whether to focus on voluntary efforts, education, or supporting statewide efforts to curb the materials. The Board requested further information on the subject, so no action to impose a ban was decided at that meeting.

Marin County:

Marin County is also considering a countywide plastic bag ban and paper bag fee⁵. County and city officials as well as grocery store and other retail executives met on March 25, 2010 to discuss a potential plan. The plan discussed was to ban plastic bags countywide and impose a \$0.15 per bag fee on paper bags. \$0.10 would return to the store to offset the cost of the bags and \$0.05 would go to the Marin Community Foundation, a charitable foundation supporting community issues throughout Marin County.

¹ http://www.leginfo.ca.gov/pub/09-10/bill/asm/ab_1951-2000/ab_1998_bill_20100217_introduced.html, retrieved 3/25/2010

² http://www.leginfo.ca.gov/cgi-bin/postquery?bill_number=ab_2138&sess=CUR&house=B&author=chesbro, retrieved 3/25/2010

³ http://www.leginfo.ca.gov/cgi-bin/postquery?bill_number=sb_228&sess=CUR&house=B&author=desaulnier, retrieved 3/25/2010

⁴ <http://www.wastediversion.org/files/managed/Document/468/Intro%20to%20plastics%20wh%20paper.pdf>, retrieved 3/25/2010

⁵ http://www.marinij.com/ci_14759835, retrieved 3/29/2010

Green Cities California Master Environmental Assessment:

The Green Cities California Master Environmental Assessment⁶ (MEA) is a document prepared for municipalities considering restricting single use carryout bags. The MEA considered paper, plastic, compostable, and reusable carryout bags, and detailed their relative lifecycle impacts according to categories directly applicable to the California Environmental Quality Act (CEQA). The MEA can be considered a summary of reputable studies related to the above carryout bag types; no new research was performed in the creation of the MEA. The MEA can be used to support conclusions detailed in an EIR, but the MEA in and of itself is not a document that can be adopted and certified as a CEQA document. The MEA examines impacts broadly; specific local impacts appropriate for an EIR would need to be studied further.

Staff believes the single most helpful table in the document is found in the Executive Summary, Table 1: Comparative Impacts of Grocery Bag Types. This table illustrates the impacts each bag type causes relative to each other. For example, the aesthetic (litter) impacts of plastic and biodegradable bags are great than those of paper bags, which are in turn greater than those of reusable bags. As impacts are compared subjectively rather than quantitatively, staff is only comfortable making these three conclusions from the MEA:

- Reusable bags have the lowest relative environmental impacts of the bags studied,
- Biodegradable plastic bags have the highest relative environmental impacts in all but one of the categories studied, and
- Though the impacts for paper and plastic carryout bags differ depending on the category, none of the impacts for either bag type had a lower relative impact than reusable bags.

Though reusable bags are not without their potential downsides (some are concerned they could spread pathogens if they are unwashed after many uses), from a solid waste perspective, they are the best option for carryout bags. Reusable bags should be encouraged and all other single use carryout bags should be discouraged.

An area the MEA discusses in more detail than in past staff reports is the regulatory environment. Through the years a number of regulations have been passed which will eventually prohibit the release of trash to surface waters. The Federal Clean Water Act requires each state to identify impaired bodies of water, prioritize and set targets for Total Daily Maximum Loads (TMDL) for pollutants, and develop plans for meeting water quality standards for those impaired bodies. To be clear, trash is just one of a number of pollutants to which TMDLs can be applied. The number of trash impaired bodies of water is increasing. The MEA discusses TMDLs imposed in the Los Angeles, Colorado River Basin, and San Francisco Bay Regional Water Quality Control Board territories.

The MEA also describes the different options for discouraging single use bags such as fees or taxes and bans. The information presented in that section is largely the same as information presented in past staff transmittals.

Analysis:

While the statewide bills have the potential to have substantial waste reduction effects regarding single use carryout bag use and misuse, staff does not see the prospect of passage for these bills as any greater than similar bills whose passage failed in the past. From the number of other jurisdictions considering curbing single use carryout bags, other jurisdictions seem to be coming to similar conclusions and examining local action.

⁶ <http://www.greencitiescalifornia.org/mea>, retrieved 3/25/2010

Staff examined the websites for the North Coast⁷ and San Francisco Bay⁸ Regional Water Quality Control Boards to see if any of the waterways in Sonoma County were impaired by trash. None listed trash as a pollutant requiring a TMDL.

III. FUNDING IMPACT

There are no funding impacts resulting from this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

⁷ http://www.waterboards.ca.gov/northcoast/water_issues/programs/tmdls/, retrieved 3/26/2010

⁸ http://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/TMDLs/index.shtml, retrieved 3/26/2010



Agenda Item #: 6.5
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 4/21/2010

ITEM: Compost Services

I. BACKGROUND

At the January 20, 2010 Agency Meeting, the Board directed staff to return at the March 17, 2010 Agency meeting with a summary of pricing structures and services of neighboring compost facilities and a timeline of important milestones for development of the new site and constraints on the existing site. Staff presented information about regional composting facilities in the Bay Area at the March 17, 2010 meeting. Staff was directed to provide the Board with the value of the allocation program for each city.

II. DISCUSSION

There was an error in the calculation which greatly overstated the value of the allocation program with Sonoma Compost. The correct values are listed by city below.

Allocation Value Per Member Jurisdiction		
Cloverdale	\$	806
Cotati	\$	708
County	\$	12,192
Healdsburg	\$	2,636
Petaluma	\$	7,176
Rohnert Park	\$	2,726
Santa Rosa	\$	14,378
Sebastopol	\$	1,410
Sonoma	\$	4,184
Windsor	\$	2,926
Total	\$	49,142

The information does not change staff's recommendations as this program was unique in the Bay Area. The program provides a direct material benefit to the cities and county that is not contractually provided in any of the other surveyed composting facilities.

III. FUNDING IMPACT

There are no funding impacts as a result of this item.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This item is for information only. No action is requested.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



Agenda Item #: 6.6
Cost Center: Contingency
Staff Contact: Carter
Meeting Date: 4/21/2010

ITEM: First Amendment to the Agreement for Consulting Services for Development of Agency Program Fee

I. BACKGROUND

In January staff the Board with a Request for Proposal for a financial consultant to develop an alternative Agency Funding Model. R3 Consulting Group was the selected consultant and the Agency entered into an agreement with R3 on April 15, 2009. The termination date of the agreement is April 15, 2010.

II. DISCUSSION

R3 is requesting an extension of the termination date to complete this project. They are confident they can complete the project by the new termination date of September 15, 2010. The First Amendment only extends the term of the agreement. No additional funds are requested.

III. FUNDING IMPACT

There is no funding impact resulting from this item.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of the First Amendment to the Agreement for Consulting Services with R3 Consulting Group.

V. ATTACHMENTS

First Amendment to the Agreement for Consulting Services with R3 Consulting Group

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

FIRST AMENDMENT TO
AGREEMENT BETWEEN SONOMA COUNTY WASTE MANAGEMENT AGENCY
AND R3 CONSULTING GROUP
FOR CONSULTING SERVICES FOR DEVELOPMENT OF AGENCY PROGRAM FEE

This First Amendment ("Amendment") to the Agreement for Consulting Services ("Agreement"), dated as of April 21, 2010, is by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers agency, and R3 Consulting Group, a California Corporation, ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing Agreement.

R E C I T A L S

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

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

WHEREAS, the parties desire to amend the Agreement to extend the term of Agreement until September 15, 2010;

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

A G R E E M E N T

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 be from Effective Date to September 15, 2010, unless terminated earlier in accordance with the provisions of Article 4 below.

AGENCY AND CONSULTANT 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:

Christa Johnson, Chair

CONSULTANT:

R3 CONSULTING GROUP

By:

Title:

APPROVED AS TO FORM FOR AGENCY:

Janet Coleson, Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:


Susan Klassen, Interim Executive Director



Agenda Item #: 6.7
Cost Center: Planning
Staff Contact: Klassen
Agenda Date: 4/21/2010

ITEM: Appropriation Transfer for Legal Services (ColWMP)

I. BACKGROUND

The Sonoma County Waste Management Agency (SCWMA) is the Regional Agency (as defined under Sections 40970 of the California Public Resource Code) responsible for implementing, monitoring, and reporting programs to meet the goals established by AB 939, as well as maintaining all AB 939 planning documents for Sonoma County jurisdictions.

It was determined that the ColWMP needed to be amended to reflect the suspension of landfill activities and the resulting out-haul. As the amendment progressed there were additional scenarios that were deemed necessary for inclusion. These additional conditions involved additional legal assistance from Agency Counsel.

At the time the FY 09-10 Budget was approved, \$2,000 was included in Legal Services for the ColWMP amendment because it was thought that the process was almost complete at that time. With the additional work and time needed, the costs of this project have increased.

II. DISCUSSION

The public hearing was held at the SCWMA February meeting at which time the resolutions certifying the Final Supplemental Program Environmental Impact Report for the 2009 Amendment to the Countywide Integrated Waste Management Plan was adopted. It was also approved for the resolutions to be forwarded to the California Integrated Waste Management Board (now CalRecycle) in accordance with AB 939.

Pending any sort of problem with CalRecycle, and none is anticipated, the amendment process is complete and therefore there will be minimal, if any, further legal assistance required.

III. FUNDING IMPACT

In order to pay the February invoice, it is necessary to transfer \$10,000 in funds from the Contingency Reserve to the Planning cost center. With the process almost completed, this is anticipated to be the only transfer for this purpose for this fiscal year.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the appropriation transfer in order to fund the Planning cost center for the ColWMP amendment project.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

SPECIAL DISTRICTS GOVERNED BY
LOCAL BOARDS - BUDGETARY REVISIONS

Resolution No. 2010-00

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

Auditor's Office Use Only

DOCUMENT #
BATCH #
BATCH DATE

	TC	INDEX	SUB-OBJECT	PROJECT	SUB-OBJECT TITLE	AMOUNT
TO:	203	799619	6610	ColWMP Amendment	Legal Services	\$10,000
FROM:		799718	4624	Same as Above	Retained Earnings	\$10,000

WHEREAS, it is imperative for the Sonoma County Waste Management Agency to amend the Countywide Integrated Waste Management Plan; and

WHEREAS, the amendment process must be complete with a Supplemental Programs Environmental Impact Report and public hearing; and

WHEREAS, scenarios were added as the amendment moved through the process; and

WHEREAS, these changes necessitated additional involving additional legal counsel and the accompanying payments were not anticipated when the FY 09-10 Budget was adopted.

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

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

_____, who moved its adoption, seconded by

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

Cloverdale _____ Cotati _____ Healdsburg _____ Rohnert Park _____ Petaluma

Santa Rosa _____ Sebastopol _____ Sonoma _____ Windsor _____ County

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

Date: _____

Attested: _____

Signature: _____
Secretary/Clerk of the Board

Signature: _____
Christa Johnson, Chairperson

Prepared: April 21, 2010



Agenda Item #: 8
Cost Center: All
Staff Contact: Klassen
Agenda Date: 4/21/2010

ITEM: Approval of the FY 10-11 Final Budget

I. BACKGROUND

Historically, the preparation of the SCWMA's annual budget begins with direction and approval by the Board of a Work Plan, defining and prioritizing the programs or projects for the next fiscal year. The second step is the approval of the Draft Budget, establishing budget funding guidelines and other parameters necessary to integrate the SCWMA's annual budget with the County's budget process. The last step is the approval of the Final Budget.

The FY 10-11 budget process began with the presentation for approval of the FY 10-11 Work Plan at the February 17, 2010 meeting. The FY 10-11 Draft Budget was presented for approval at the March 17, 2010 regular Board of Directors meeting. Given that the Board avoids using reserve funds for operational expenses, the Board directed staff to return with a balanced budget using a \$0.55 per ton rate increase. The FY 10-11 Draft Final Budget is being presented for approval with the \$0.55 per ton rate increase and no use of reserve funds.

DISCUSSION/FUNDING IMPACTS

Due to more current information since the presentation of the draft budget at the February meeting, there have been some changes to revenues and expenses being presented with the FY 10-11 Final Budget.

Adjustments to the FY 10-11 Final Budget versus the FY 10-11 Draft Budget

Administration Costs.

There has been one change since the draft budget was presented. One employee was in the budget system as a 0.5 part-time employee when in reality the work being done was at a 0.75 level. This adjustment has been made in the FY 10-11 Final Budget draft. The updated direct expense is as follows:

	Draft Budget	Final Budget	Difference
Yard Debris	\$52,283	\$62,053	\$9,770
HHW	\$209,447	\$213,907	\$4,460
Education	\$211,863	\$218,388	\$6,525
Planning	\$46,525	\$47,474	\$949
Organics	\$95,009	\$101,578	\$6,569
Contingency	\$44,993	\$47,870	\$2,877
TOTAL	\$662,872	\$694,022	\$31,150

The distribution of the Administration Costs throughout the budget are based entirely on the FY 10-11 Work Plan approved by the Board at the February 2010 meeting.

Household Hazardous Waste (HHW)

In the HHW cost center, there are four changes. The first is the notification of the amount of award for the 15th cycle of the Used Oil Block grant, which is \$102,000. This amount appears in Professional Services for the expenditure budget and State-Other for the revenue budget. The \$67,140 that was included in the draft budget is the anticipated carry-over from FY 09-10. For the sake of simplicity, only the award is included in this

presentation of the FY 10-11 Final Budget. If there is carry-over, and it is assumed there will be, it will appear in the First Quarter Financials as an actual amount instead of an estimate.

The second change is in Contract Services, which was overstated in the draft budget. All contracts described in the FY 10-11 Work Plan were presented as Contract Services in the draft budget. In reality, some of the contracts are supported by grant funding and should be considered Professional Services. The result of this correction is a reduction of \$67,138 in Contract Services, which has \$1,186,600 remaining as the projected expense of maintaining HHW programs supported by the tip fee surcharge.

The third change is a reallocation of the surcharge tip fee between the HHW, Education and Planning cost centers. For HHW the necessary allocation is reduced from 82.75% to 79%, which results in \$1,128,120 tipping fee surcharge being used for HHW operations.

The fourth change is the reduction (\$3,612) of the Donations/Reimbursements from \$350,000 to \$348,071. This reduction is due to less tonnage collected in the City of Petaluma in January through December 2009. This results in a reduction in the payment to SCWMA for the services Petaluma receives. It is still anticipated that \$215,000 will be received from the E-waste collection events.

Education

The Tipping Fee Revenue has been increased from \$230,622 (16.15%) to \$242,760 (17%) due to less tipping fee revenue being used by HHW. The anticipated contribution of \$85,000 of prior year funds will be made net of the \$657 needed to balance the Education cost center budget.

Donations/Reimbursements have been reduced due to the decreasing tonnage being reported by the City of Petaluma. The reduction is \$6,364 from \$35,000 to \$28,636 for FY 10-11.

Planning

State-Other is reduced from \$35,640 to \$0 due to correction of staff error. At the present time, there are no known grants available for application in this cost center.

Tipping Fee Revenue is increased from \$15,708 to \$57,120 due to less need for funding in the HHW cost center. This represents a 2.9% increase from 1.1% to 4% of the tipping fee surcharge. This increase will allow an increase to the contribution to the Contingency Reserve from \$15,659 to \$22,488 (\$15,000 from prior years).

Donations/Reimbursements, the contribution from Petaluma have been increased using the same percentage as was used for the tipping fee allocation. The increase is from \$4,732 to \$6,738 for FY 10-11.

Contingency Reserve

The OT (Operating Transfer) will be increased to reflect the changes in the Education and Planning cost centers. The draft budget had \$148,499 being transferred; the FY 10-11 Final Budget has \$154,068 being transferred. These transfers both include the prior years from Education and Planning, \$84,343 and \$15,000 respectively. In addition, \$47,237 was transferred from the Diversion cost center upon closure.

Explanation of Support Service (Response to Board Inquiry)

There are two categories (direct and indirect) of support coming to SCWMA. Both forms of support are technically being provided by County staff, but the reimbursement methods for

these services are different. These services are integrated into the budget in several different ways.

Direct Services

The direct services are allowed through the Memorandum of Understanding that SCWMA has with the County. All of these services are memorialized with interdepartmental agreements with each of the providing departments. Any negotiations with the providing departments are conducted through the Transportation and Public Works Department (TPW) management staff. SCWMA is considered a special district being housed in the TPW Department. The direct services are listed in the budget and quarterly financial statements. They are:

Administration Costs (#6573) for SCWMA employees are processed through the TPW – Refuse Budget. The calculations, performed by the County Administrator's Office and entered into the budget system, are employee specific so that all benefit choices and pay increases earned through experience (known as step increases) are included.

Although it is technically an indirect cost, there is a TPW administrative cost attached to the Administration Costs. These costs are calculated by TPW senior management and are based on actual SCWMA usage. The actual charges are through the employees timesheets and are available for scrutiny on request of a labor report through the Auditor-Controller's Office. The total requested charges are \$13,923, which is the first increase in two years. The T&PW staff delivering administrative services are listed below along with a description of the services that each delivers.

The ASO II (Administrative Services Officer II) is available for any personnel or human resource issues, reviews financial reports and budgets and provides assistance in working with other County departments.

The two Account-Clerks are TPW administration employees who process accounts payable and accounts receivable, assist in payroll preparation, provide interface with the County purchasing department, and research/problem solve issues with vendors, contractors or other agencies.

Engineering Services (#6509) are project specific. At the beginning of the budget preparation, communication between the Integrated Waste Specialist(s) who might need assistance and the Permit and Resource Management Department takes place and estimation is calculated for each project. This estimation is included in the appropriate cost center(s).

Accounting Services (#6629) is calculated by the Auditor-Controller's Office using the SCWMA actual expenses from the prior year and is submitted to SCWMA management for approval. In looking at the history of this expense, the increase budgeted for FY 09-10 was due to a change in the production of the financial statements at the request of SCWMA management. The estimate for this increase was submitted by the Auditor-Controller for approval and was signed by SCWMA management. It is anticipated that the charges for accounting services provided by the Auditor-Controller will level off unless there is a future request for more financial document preparation, which is not planned.

Audit Services (#6630) is calculated by the Audit Division and is submitted to SCWMA management for approval. If there is a difference of opinion, discussion continues until there is an agreement. In looking at the history, it should be noticed that there was a reduction in FY 09-10 corresponding to the change in production of financial statements. It was agreed that the reduction would only be for one year, therefore the FY 10-11 request reverts back to the FY 08-09 level.

Rents/Leases – Equipment (#6820) is for the SCWMA copier lease. SCWMA chooses the copier and negotiates the lease. The lease is not through the County Purchasing Department, but SCWMA does enjoy the County discount.

Rental Building/Improvement (#6840) is for the use of the HHW facility, which is located on County property at the Central Disposal Site. Without a formal lease agreement, the County is charging a flat fee of \$23,000 at the present time. The additional charges are for rental of a storage unit that is independent of any County involvement and is only in this category at the vendor's request.

Small Tools (#6880) has been replaced with Data Processing (#7400). This expense is for the maintenance and replacement of the six SCWMA computers used by SCWMA employees. This expense is negotiated by TPW senior management for the entire department. A look at the history of this expense shows the proposed expense for FY 10-11 is at the FY 07-08 level.

Enforcement Agency Fees (#7062) is for the SCWMA permit for the composting operation issued by the Local Enforcement Agency through the County's Environmental Department - Health Services. The transaction is done through an interdepartmental agreement between Health Services and SCWMA management. It has historically been below \$20,000.

County Car Expense (#7301) is the lease and maintenance for the van used by SCWMA employees. The request is produced by the Fleet Department and is negotiated by TPW senior management for the entire department.

Data Processing (#7400) – see above.

DP-New Projects (#7402) is project specific, such as the recent website development. When there is a planned project, the Integrated Waste Specialist involved works directly with the Information System Department to produce an estimate for the project.

Indirect Services

County Services (#6521) are expenses involved in being housed on County property as County employees. The major expense is space usage of SCWMA in the TPW building leased from the County. Another more recent expense is the use of County Human Resource Department for recruiting an executive director. Other charges include the payroll processing for pay checks, any use of the County Administrator's Office and Board of Supervisors' staff to deal with the board actions needing to be taken to the Board of Supervisors, and use of Treasury staff for the necessary activity associated with holding funds for SCWMA. For FY 10-1, \$6,925 has been budgeted.

Unclaimable County (#7309) is calculated by Fleet for funding to be used for vehicle replacement. The calculation is the difference between straight line depreciation over seven years and the rate that Fleet charges, which is based on an estimated replacement cost and overhead. For FY 10-11, there is no amount budgeted. For FY 08-09, the total expense was \$815 and for FY 09-10 the amount so far is \$121.

II. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 10-11 Final Budget as presented with a unanimous vote as required by the SCWMA Joint Powers Agreement.


III. ATTACHMENTS

FY 10-11 SCWMA Final Budget

A. Revenue, Expense and Fund Balance History

B. Explanations and Details

Resolution

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

WOOD WASTE - 799114

REVENUES

1700 Interest on Pooled Cash

The interest on the Pooled Cash is calculated on the cash balance within the cost center. It is anticipated that \$62,533 will be in the Wood Waste fund balance at the end of FY 09-10. The rate used for budgeting purposes is 0.75%.

Estimated End of FY 09-10 Cash	Rate	Interest Earned
\$62,533	0.75%	\$470

2901 Tipping Fee Revenue

Revenues from fees collected at County disposal sites for wood waste processing are dedicated toward the operations of the Wood Waste cost center. The revenue collection includes a portion of the transportation fees (\$2.10 per ton at Central and \$4.20 per ton at the transfer stations. At Central the rate is \$27.60 per ton and at the transfer stations the rate is \$29.70 per ton. The projected tonnage is decreased from 8,000 tons to 5,700 tons per year due to increased activity in the private sector. For budgeting purposes the assumption of 60% of material is coming to Central and 40% is coming to the transfer stations.

	<u>FY 09-10 Budget</u>		
	<u>Central</u>	<u>Transfer Stations</u>	<u>Total</u>
Wood Waste Tonnage	4,800	3,200	8,000
Tonnage Rate (including transportation)	\$27.60	\$29.70	
Total Revenue FY 09-10	\$132,480.00	\$95,040.00	\$227,520.00
	<u>FY 10-11 Request</u>		
	<u>Central</u>	<u>Transfer Stations</u>	<u>Total</u>
Wood Waste Tonnage	3,420	2,280	5,700
Tonnage Rate (including transportation)	\$27.60	\$29.70	
Total Revenue FY 10-11	\$94,392.00	\$67,716.00	\$162,108.00

4020 Sale of Materials

The agreement with Sonoma Compost Company requires revenue sharing on finished products sold by the company. The estimated revenue sharing for FY 10-11 is \$15,000. Due to the volatility of this market, this estimate is very conservative.

4102 Donations and Reimbursements

When the SCWMA hauling of organics from the transfer stations to the Central Disposal Site was begun, Sonoma Compost Company agreed to assist with the expense. The approval was for \$10,000 with \$5,000 allocated to Wood Waste and \$5,000 for Yard Debris.

EXPENDITURES - SERVICES AND SUPPLIES

6103 Liability Insurance

Insurance costs are estimated annual premium costs for public official errors and omissions coverage of \$2 million and general liability/non-owner automobile liability with a \$2 million limit. The Wood Waste cost center portion of the premium for FY 10-11 is 9.3% of the total premium cost to SCWMA. This insurance is supplemented by the contractor for this program, which carries primary coverage with SCWMA endorsed as an additional insured.

Annual premium \$10,175 X 9.3% = \$950

6400 Office Expense

Based on previous expenditures, there were no funds budgeted for office supplies for FY 10-11.

6521 County Services

This reflects the amount charged to this cost center for the indirect county support services. The estimated cost, based on previous actual costs, was provided by the County Auditor-Controller's Office.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

WOOD WASTE - 799114

6540 Contract Services

It is estimated about 16 tons per day, or 5,700 total tons, of wood waste will be delivered to the wood processing contractor during FY 10-11. Adjusting to the contract-specified inflator and using the same CPI that was used in FY 09-10, the wood waste processing fees will be \$22.10/ton for wood waste used as fuel and \$23.84/ton for non-fuel wood waste.

Included in the Contract Services expense is the organics hauling charges from the transfer stations to the composting operation at the Central Disposal Site. The hauling expense contract has been restructured as a independent agreement. The negotiated rate is \$9.35 per ton of material transported and will be increased annually using an inflator calculation based on the same components as has been used in the past, CPI and a fuel factor.

	<u>Tons/Day</u>	<u>Tonnage</u>	<u>Rates</u>	<u>Estimated Cost</u>
Fuel (58%)	13	3,306	\$22.10	\$73,062.60
Non-fuel (42%)	9	2,394	\$23.84	\$57,072.96
Hauling(Central)		0	\$0.00	\$0.00
Hauling(Transfer Stations)		2,280	\$9.35	\$21,318.00
Total Processing and Hauling				\$151,453.56

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 10-11.

	<u>Budgeted FY 09-10</u>	<u>Requested FY 10-11</u>	<u>Difference</u>	<u>% Increase</u>
Executive Director	\$1,005	\$1,000	(\$5)	0%
Department Analyst	\$2,885	\$1,000	(\$1,885)	-65%
Integrated Waste Specialist(Ed.)	\$1,040	\$500	(\$540)	-52%
Integrated Waste Specialist(Div/Plan))	\$1,040	\$0	(\$1,040)	-100%
Senior Office Assistant	\$470	\$150	(\$320)	-68%
T&PW Admin.	\$270	\$102	(\$168)	-62%
	<u>\$6,710</u>	<u>\$2,752</u>	<u>(\$3,958)</u>	<u>-59%</u>

6610 Legal Services

There are no anticipated legal expenditures in the Wood Waste cost center.

6629 Accounting Services

This expense of \$984 reflects an allocated portion (9.6%) of the estimated \$10,243 for accounting services provided by the County Auditor-Controller's staff. The allocation is based on the level of effort necessary to provide services for this cost center relative to the other SCWMA cost centers.

6630 Audit Services

This expense of \$1,500 reflects an allocated portion (7.5%) of the estimated \$20,000 cost of the audit performed by the County's Audit Division. The allocation is based on the level of effort necessary to review this cost center's activities relative to the other SCWMA cost centers.

7400 Data Processing

During FY 07-08, the Department of Transportation and Public Works entered into a Memorandum of Understanding with the Sonoma County Information Systems Department for computer service and replacement. The estimated SCWMA cost for FY 10-11 is \$11,779 for six computers. The Wood Waste cost center will be charged \$1,963.

8624 OT-Within Enterprise

With the anticipation of purchasing a new composting site, an Organics Reserve has been established for the expenses associated with the environmental study, site selection and acquisition process.

The contribution from Wood Waste cost center to the Organics Reserve is \$30,000 from the prior year and \$22,450 for Fiscal Year FY 10-11. These contributions leave \$32,533 (approximately 20% of the operating expense total) in the cost center for cash flow purposes.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

YARD DEBRIS- 799213

REVENUES

1700 Interest on Pooled Cash

The interest on the Pooled Cash is calculated on the cash balance within the cost center for cash flow.
The rate used for budgeting purposes is 0.75%.

Estimated End of FY 09-10 Cash	Rate	Interest Earned
\$966,590	0.75%	\$7,250

2901 Tipping Fee Revenue

Revenues from fees collected at County disposal sites for yard waste processing are dedicated toward the operations of the Yard Debris cost center. The revenue collection includes a portion of the transportation fees (\$2.10 per ton at Central and \$4.20 per ton at the transfer stations. At Central the rate is \$34.10 per ton and at the transfer stations the rate is \$36.20 per ton. The projected tonnage is increased based on actual tonnages for the past twelve months from 87,000 tons to 90,000 tons per year. For budgeting purposes 60% of material is coming to Central and 40% is coming to the transfer stations.

FY 09-10 Budget			
	Central	Transfer Stations	Total
Yard Debris	52,680	35,120	87,800
Tonnage Rate (including transportation)	\$34.10	\$36.20	
	\$1,796,388.00	\$1,271,344.00	\$3,067,732.00
FY 10-11 Request			
	Central	Transfer Stations	Total
Yard Debris	54,000	36,000	90,000
Tonnage Rate (including transportation)	\$34.10	\$36.20	
Total Revenue FY 10-11	\$1,841,400.00	\$1,303,200.00	\$3,144,600.00

4020 Sale of Materials

The agreement with Sonoma Compost Company requires revenue sharing on finished products sold by the company. The estimated revenue sharing for FY 10-11 is \$85,000. Due to the lag time between sales and revenue sharing which results in crossing fiscal years, this estimate is very conservative.

4102 Donations and Reimbursements

When the hauling of organics from the transfer stations to the Central Disposal Site was begun, Sonoma Compost Company agreed to assist with the expense. The approval was for \$10,000 with \$5,000 allocated for Yard Debris and \$5,000 for Wood Waste.

EXPENDITURES - SERVICES AND SUPPLIES

6103 Liability Insurance

Insurance costs are estimated annual premium costs for public official errors and omissions coverage of \$2 million and general liability/non-owner automobile liability with a \$2 million limit. The Yard Debris Cost Center portion of the premium for FY 10-11 is 24% of the total premium cost to SCWMA. This insurance is supplemented by the contractor for this program, which carries primary coverage with SCWMA endorsed as an additional insured.

Annual premium \$10,175 X 24% = \$2,425

6400 Office Expense

There is no anticipated office expenses for FY 10-11.

6500 Professional Services

There are no anticipated grant expenses for FY 10-11.

6521 County Services

This reflects the amount charged to this cost center for the indirect county support services. The estimated cost of \$1,000 was provided by the County Auditor's Office and is based on the actual expenditures of the previous fiscal year.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

YARD DEBRIS- 799213

6540 Contract Services

It is estimated that 90,000 (250 tons/day - based on the prior twelve months) of yard debris will be processed into compost products by the compost contractor during FY 10-11. The rates (renegotiated in FY 07-08) are \$29.35/ton for material hauled to Laguna for biosolids composting and \$26.82/ton for yard debris composted for sale. It is estimated that 27 tons/day will be delivered to Laguna and the remaining 223 tons/day will be processed at the facility. The Contract Services expense includes a \$9.35/ton transportation charge for the material coming to the facility from the transfer stations.

Operation	Tonnage	Rate	Operation Total
Laguna	9,720	\$29.35	\$285,282.00
SCC facility	80,280	\$26.82	\$2,153,109.60
Hauling(Central)	0	\$0.00	\$0.00
Hauling(Transfer Stations)	36,000	\$9.35	\$336,600.00
Total Processing Expense for	90,000 tons		\$2,774,991.60

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 10-11.

	Budgeted FY 09-10	Requested FY 09-10	Difference	% Increase
Executive Director	\$15,035	\$8,827	(\$6,208)	-41%
Department Analyst	\$42,095	\$27,827	(\$14,268)	-34%
Integrated Waste Specialist (Ed.)	\$16,035	\$7,272	(\$8,763)	-55%
Integrated Waste Specialist (Div/Plan)	\$16,035	\$12,487	(\$3,548)	-22%
Senior Office Assistant	\$7,015	\$4,350	(\$2,665)	-38%
T&PW Administration	\$4,015	\$1,290	(\$2,725)	-68%
	\$100,230	\$62,053	(\$38,177)	-38%

6590 Engineering Services

There are no planned expenses for FY 10-11 for permit renewal and site changes.

6610 Legal Services

This sub-object reflects an estimation of legal services provided by Agency Counsel in FY 10-11 to the SCWMA at \$195/hour. Approximately 10 hours of legal assistance (\$2,000) has been budgeted.

6629 Accounting Services

This \$4,727 expense reflects an allocated portion (46%) of the estimated \$10,243 for accounting services provided by the Auditor-Controller's staff. The allocation is based on the level of effort necessary to provide services for this cost center based on the volume of transactions associated with the composting operation.

6630 Audit Services

This \$4,000 expense reflects an allocated portion (18%) of the estimated \$18,500 cost for required audits performed by the County Audit Division, which is relative to the other cost centers.

6820 Rents/Leases Equipment

This account is used to document the funds spent on renting or leasing equipment for the SCWMA. At the present time, the only equipment is a copier located in the Agency office resulting in a rental charge of \$5,500.

7062 Enforcement Agency Fees

This account covers the fees assessed by the County Environmental Health Division, Local Enforcement Agency (LEA) for composting facility permits and inspections. As permit holder, SCWMA is responsible for approximately \$20,000 in permit fees.

7301 County Car

The budgeted \$3,000 reflects the expense associated with the Agency vehicle. Expenses include both leasing and maintenance of one vehicle.

7400 Data Processing

During FY 07-08, the Department of Transportation and Public Works entered into a Memorandum of Understanding with the Sonoma County Information Systems Department (ISD) for computer service and replacement. The estimated SCWMA cost for FY 10-11 is \$11,779 for six computers. The expense assigned by ISD to Yard Debris is \$3,927.

8624 OT-Within Enterprise

With the anticipation of purchasing a new composting site, an Organics Reserve has been established for the expense associated the environmental study and site selection process.

The proposed contribution to the Organics Reserve from Yard Debris is \$400,000 for the prior year and \$358,226 for the current year. These contributions leaves \$566,590 (approximately 18% of the operating budget) in the Yard Debris cost center for cash flow purposes.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

HOUSEHOLD HAZARDOUS WASTE - 799312

REVENUES

1700 Interest on Pooled Cash

This sub-object reflects interest earned on Agency funds held by the County Treasurer. The budget request for FY 10-11 is based on grant funds and potential contributions held in FY 09-10 (\$56,302) using an interest rate of 0.75%.

Estimated End of FY 09-10 Cash	Rate	Interest Earned
\$56,302	0.75%	\$420

2900 State - Other

SCWMA is expected to continue to receive grants from funds collected and distributed by Cal-Recycle, the replacement agency for the Integrated Waste Management Board. These funds are restricted to reimbursement of costs related to the proper management of used motor oil. For FY 10-11, the 15th cycle of the Oil Block grant is for \$102,000.

2901 Tipping Fee Revenue

The County collects a disposal fee of \$5.95/ton on behalf of the Agency for the Household Hazardous Waste, Education and Planning programs. Estimated tonnage for FY 10-11 is 240,000. The tipping fee revenue request of \$1,128,120 for Household Hazardous Waste represents 79% of the \$1,428,000 tipping fee surcharge funds as described below.

	FY 09-10 Budget	FY 10-11 Request
Disposed Tons	270,000	\$240,000.00
Surcharge	\$5.40	\$5.95
Tip. Fee Rev. Subtotal	\$1,458,000.00	\$1,428,000.00
 Tipping Fee Revenue	 \$1,428,000.00	
HHW Cost Center Percentage	79%	
HHW Tipping Fee Allocation	\$1,128,120.00	

4102 Donations and Reimbursements

The City of Petaluma is contributing funds for its participation in SCWMA programs, calculated using the previous calendar year's tons disposed multiplied by the current rate.

Other revenues (\$215,000) from the e-waste program are based on the actual revenues from FY 09-10.

	FY 09-10 Budget	FY 10-11 Request
Disposed Tons	29,208	28,310
Surcharge	\$5.40	\$5.95
Service Fee Rev. Subtotal	\$157,723.20	\$168,444.50
 Service Fee Rev. Subtotal	 \$168,444.50	
HHW Cost Center Percentage	79%	
HHW Petaluma Service Allocation	\$133,071.16	

EXPENDITURES - SERVICES AND SUPPLIES

6103 Liability Insurance

Insurance costs are estimated annual premium costs for public official errors and omissions coverage of \$2 million and general liability/non-owner automobile liability with a \$2 million limit. The HHW Cost Center portion of the premium for FY 10-11 is 43% of the total premium cost to SCWMA.

Annual premium \$10,175 X 43% = \$4,425

SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS

HOUSEHOLD HAZARDOUS WASTE - 799312

6400 Office Expense

This reflects costs for office expenses such as telephone, fax, postage, printing, stationery, copy paper and other general expenses.

	Budgeted FY 09-10	Requested FY 10-11	Difference
Postage	\$1,000	\$1,000	\$0
Printing	\$2,000	\$1,000	(\$1,000)
Storage	\$0	\$0	\$0
Supplies	\$3,000	\$2,000	(\$1,000)
Total	\$6,000	\$4,000	(\$2,000)

6500 Professional Services

Professional Services reflects the administration of the various household hazardous waste and used oil grant funds awarded SCWMA funded with grants designated for program implementation. The \$102,000 grant funds will be used by Board approved contractors to continue implementing the used oil programs.

6521 County Services

This reflects the amount charged to this cost center for the indirect county support services. The estimated cost of \$2,300 was provided by the County Auditor's Office and is based on the actual expenditures of the previous fiscal year.

6540 Contract Services

This sub-object reflects contract services costs for the major programs operation of the HHW facility, Community Toxics Collections, and the Toxic Rover.

	FY 09-10 Budget	Requested FY 10-11	
HHW Collection Program	\$1,136,135	\$1,100,600	
E-waste Collection	\$78,000	\$75,000	
CPSC	\$4,000	\$0	
EPR	\$3,000	\$0	
Out-of-County Hazardous Waste	\$0	\$11,000	(included in Collection Program in FY 09-10)
Total	\$1,221,135	\$1,186,600	

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 10-11.

	Budgeted FY 09-10	Requested FY 10-11	Difference	% Increase
Executive Director	\$25,247	\$45,117	\$19,870	79%
Department Analyst	\$1,685	\$12,311	\$10,626	631%
Integrated Waste Specialist(HHW)	\$79,108	\$116,091	\$36,983	47%
Integrated Waste Specialist(Ed.)	\$28,613	\$28,927	\$314	1%
Integrated Waste Specialist(Div/Plan)	\$18,512	\$0	(\$18,512)	100%
Senior Office Assistant	\$8,416	\$7,145	(\$1,271)	-15%
T&PW Administration	\$6,733	\$4,316	(\$2,417)	-36%
	\$168,314	\$213,907	\$45,593	27%

6610 Legal Services

This sub-object reflects an estimation for legal services provided by Agency Counsel to the SCWMA at \$195/hour. There is \$8,000 budgeted representing approximately 40 hours for legal counsel.

6629 Accounting Services

This expense of \$2,266 reflects an allocated portion (22%) of the estimated \$10,243 for accounting services provided by the County Auditor-Controller's staff. The allocation of \$8,000 is based on the level of effort necessary to provide services for this cost center relative to the other SCWMA cost centers.

6630 Audit Services

The budgeted \$8,500 reflects an allocated portion (45%) of the estimated \$20,000 cost for auditing services performed by the County Audit Division. The allocation is based on the level of effort necessary to review the financial activities of the HHW cost center.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

HOUSEHOLD HAZARDOUS WASTE - 799312

6785 Advertising

For the first time ever, staff was directed to advertise the E-waste events sponsored by SCWMA. The budgeted \$12,000 will be used to reach residents through local media informing them of upcoming opportunities for E-waste collection.

6840 Rents/Leases-Building/Improvements

This expense reflects the annual payment to Sonoma County for use of the HHW facility. The County has requested \$23,000, which is the same payment that has been made the previous two years.

7302 Travel Expenses

The \$500 budgeted is for transportation costs for conducting business relating to the Household Hazardous Waste program, including attendance at conferences, and workshops.

7400 Data Processing

During FY 07-08, the Department of Transportation and Public Works entered into a Memorandum of Understanding with the Sonoma County Information Systems Department (ISD) for computer service and replacement. The estimated SCWMA cost for FY 10-11 is \$11,779 for six computers. The expense assigned by ISD to HHW is \$1,963.

8624 OT-Within Enterprise

The Agency Board of Directors has established a policy for accumulating reserve funds for specific purposes. State law request a fund for the closure of the Household Hazardous Waste Facility. The goal is to accumulate \$62,000 by 2017.

For FY 10-11, the HHW cost center is projected to contribute \$6,667 to the HHW Closure Reserve. The projected balance at the end of FY 09-10 is \$59,535, which will result in the goal being surpassed in FY 10-11.

There will be no contribution to the HHW Facility Reserve in FY 10-11.

These contributions leaves \$64,073 (only 4% of the operating budget) in the HHW cost center for cash flow purposes.

8700 Reimbursements

Reimbursements are projected to be \$5,288 for FY 10-11. These are funds being transferred from TPW for disposal site support, such as TPW request for information concerning disposal of toxics on the tipping floor.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

EDUCATION - 799411

REVENUES

1700 Interest on Pooled Cash

The interest on the Pooled Cash is calculated on the cash balance within the cost center for cash flow.
The rate used for budgeting purposes is 0.75%.

Estimated End of FY 09-10 Cash	Rate	Interest Earned
\$118,445	0.75%	\$890

2901 Tipping Fee Revenue

The County collects a disposal fee of \$5.95/ton on behalf of the Agency for the Household Hazardous Waste, Education and Planning programs. Estimated tonnage for FY 10-11 is 240,000. The tipping fee revenue request of \$242,760 for the Education cost center represents 17% of the \$1,428,000 tipping fee surcharge funds as described below.

	FY 09-10 Budget	FY 10-11 Request
Disposed Tons	270,000	240,000
Surcharge	\$5.40	\$5.95
Tip. Fee Rev. Subtotal	\$1,458,000.00	\$1,428,000.00
 Tipping Fee Revenue	 \$1,428,000.00	
HHW Cost Center Percentage	17.0%	
HHW Tipping Fee Allocation	\$242,760.00	

4102 Donations and Reimbursements

The City of Petaluma is contributing funds for its participation in SCWMA programs, calculated using the previous calendar year's tons disposed multiplied by the current rate.

	FY 09-10 Budget	FY 10-11 Request
Disposed Tons	29,208	28,310
Surcharge	\$5.40	\$5.95
Service Fee Rev. Subtotal	\$157,723.20	\$168,444.50
 Service Fee Rev. Subtotal	 \$168,444.50	
HHW Cost Center Percentage	17%	
HHW Petaluma Service Allocation	\$28,635.57	

EXPENDITURES - SERVICES AND SUPPLIES

6103 Liability Insurance

Insurance costs are estimated annual premium costs for public official errors and omissions coverage of \$2 million and general liability/non-owner automobile liability with a \$2 million limit. The Education cost center portion of the premium for FY 10-11 is 14% of the total premium cost to SCWMA.

Annual premium \$10,175 X 14% = \$1,425

6400 Office Expense

This reflects costs for office expenses such as telephone, fax, postage, printing, stationery, copy paper and other general expenses.

	Budgeted FY 09-10	Requested FY 10-11	Difference
Phone, fax	\$3,000	\$1,500	(\$1,500)
Postage	\$3,000	\$1,500	(\$1,500)
Fair Supplies	\$5,000	\$3,500	(\$1,500)
Reprographics	\$6,000	\$3,000	(\$3,000)
Telephone Book Advertising	\$6,500	\$0	(\$6,500)
Office supplies	\$6,500	\$1,500	(\$5,000)
TOTAL	\$30,000	\$11,000	(\$19,000)

6521 County Services

This reflects the amount charged to this cost center for the indirect county support services. The estimated cost of \$2,300 was provided by the County Auditor's Office and is based on the actual expenditures of the previous fiscal year.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

EDUCATION - 799411

6540 Contract Services

This sub-object covers the cost of the Agency's education program contracts as listed below:

	Budgeted FY 09-10	Requested FY 10-11	Difference
Recycling Guide Printing & Distribution	\$30,000	\$11,000	(\$19,000)
Phone Book Tab for Guide	\$18,900	\$0	(\$18,900)
Spanish Language Outreach	\$9,000	\$5,114	(\$3,886)
Website Updates	\$15,000	\$960	(\$14,040)
SonoMax.org	\$4,200	\$20	(\$4,180)
Business Environmental Alliance (EDB)	\$5,000	\$3,000	(\$2,000)
Fairs	\$6,000	\$4,000	(\$2,000)
Spanish Recycling Guide	\$10,000	\$2,900	(\$7,100)
	\$98,100	\$26,994	(\$71,106)

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 10-11.

	Budgeted FY 09-10	Requested FY 10-11	Difference	% Increase
Executive Director	\$27,890	\$28,994	\$1,104	4%
Department Analyst	\$14,050	\$12,249	(\$1,801)	-13%
Integrated Waste Specialist(Ed.)	\$73,050	\$100,874	\$27,824	38%
Integrated Waste Specialist(HHW)	\$13,550	\$10,470	(\$3,080)	-23%
Integrated Waste Specialist(Div/Plan)	\$39,282	\$28,430	(\$10,852)	-28%
Senior Office Assistant	\$44,050	\$33,055	(\$10,995)	-25%
T&PW Administration	\$1,331	\$4,316	\$2,985	224%
	\$213,203	\$218,388	\$5,185	2%

6610 Legal Services

This sub-object reflects an estimation for legal services provided by Agency Counsel to the SCWMA at \$195/hour. There is \$25,000 budgeted representing approximately 128 hours for legal counsel.

6629 Accounting Services

This expense of \$1,873 reflects an allocated portion (18%) of the estimated \$10,243 for accounting services provided by the County Auditor-Controller's staff. The allocation is based on the level of effort necessary to provide services for this cost center relative to the other SCWMA cost centers.

6630 Audit Services

The budgeted \$3,000 reflects an allocated portion (15%) of the estimated \$20,000 cost for auditing services performed by the County's Audit Division. The allocation is based on the level of effort necessary to review the financial activities of the Education cost center.

6840 Rents/Leases-Building/Improvements

This expense covers booth site fees at public events such as the Sonoma County Fair (\$500) and other community events (\$300) that delivers SCWMA's message to the public with a personal interface. Included is the rental of a storage space that holds the equipment and displays used at these events.

7400 Data Processing

During FY 07-08, the Department of Transportation and Public Works entered into a Memorandum of Understanding with the Sonoma County Information Systems Department (ISD) for computer service and replacement. The estimated SCWMA cost for FY 10-11 is \$11,779 for six computers. The expense assigned by ISD to Education is \$1,963.

8624 OT-Within Enterprise

The Agency Board of Directors has established a policy for accumulating reserve funds for specific purposes. The Contingency Reserve is to be used for operational expenses when there is an unforeseen need. The goal is to collect 25% of the operational expenses for the Education and Planning cost centers. For FY 10-11, the goal is \$138,739. The Contingency Reserve is projected to contain \$74,330 at the end of FY 09-10. There will be \$84,343 transferred from the Education cost center, \$85,000 from prior years minus \$657 for use to balance the FY 10-11 budget.

These contributions leaves \$33,445 (approximately 12% of the operating budget) in the Education cost center for cash flow purposes.

8700 Reimbursements

This subobject records any intradepartmental reimbursements between cost centers. Reimbursements are anticipated for disposal support given to the County staff and the work done on behalf of the AB 939 Local Task Force, a Board of Supervisors' appointed advisory committee for solid waste. The total budgeted reimbursement is \$21,500.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

DIVERSION - 799510

Due to lack of activity, the Diversion cost center has been closed. The remaining programs have been have been shifted to the Education and Planning cost centers.

The undesignated funds remaining will be transferred to the Contingency Reserve upon approval of this budget. The amount is \$47,589, which includes interest accrued for FY 10-11.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

PLANNING - 799619

REVENUES

1700 Interest on Pooled Cash

The interest on the Pooled Cash is calculated on the cash balance within the cost center for cash flow.
The rate used for budgeting purposes is 0.75%.

Estimated End of FY 09-10 Cash	Rate	Interest Earned
\$27,740	0.75%	\$210

2900 State - Other

There are no anticipated grant awards in FY 10-11.

2901 Tipping Fee Revenue

The County collects a disposal fee of \$5.95/ton on behalf of the Agency for the Household Hazardous Waste, Education and Planning programs. Estimated tonnage for FY 10-11 is 240,000. The tipping fee revenue request of \$57,120 for the Planning cost centers represents 4% of the \$1,428,000 tipping fee surcharge funds as described below.

	FY 09-10 Budget	FY 10-11 Request
Disposed Tons	270,000	240,000
Surcharge	\$ 5.40	\$ 5.95
Tip. Fee Rev. Subtotal	\$ 1,458,000.00	\$ 1,428,000.00
 Tipping Fee Revenue	 \$ 1,428,000.00	
HHW Cost Center Percentage	4.0%	
HHW Tipping Fee Allocation	\$ 57,120.00	

4102 Donations and Reimbursements

The City of Petaluma is contributing funds for its participation in SCWMA programs, calculated using the previous calendar year's tons disposed multiplied by the current rate.

	FY 09-10 Budget	FY 10-11 Request
Disposed Tons	29,208	28,310
Surcharge	\$5.40	\$5.95
Service Fee Rev. Subtotal	\$157,723.20	\$168,444.50
 Service Fee Rev. Subtotal	 \$168,444.50	
HHW Cost Center Percentage	4%	
HHW Petaluma Service Allocation	\$6,737.78	

EXPENDITURES - SERVICES AND SUPPLIES

6103 Liability Insurance

Insurance costs are estimated annual premium costs for public official errors and omissions coverage of \$2 million and general liability/non-owner automobile liability with a \$2 million limit. The Planning cost center portion of the premium for FY 10-11 is 9% of the total premium cost to SCWMA.

Annual premium \$10,175 X 9% = \$950

6521 County Services

This reflects the amount charged to this cost center for the indirect county support services. The estimated cost of \$800 was provided by the County Auditor's Office and is based on the actual expenditures of the previous fiscal year.

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 10-11.

	Budgeted FY 09-10	Requested FY 10-11	Difference	% Increase
Executive Director	\$15,044	\$14,290	(\$754)	-5%
Department Analyst	\$2,279	\$3,604	\$1,325	58%
Div/Plan Specialist	\$10,779	\$19,605	\$8,826	82%
Senior Office Assistant	\$9,780	\$9,000	(\$780)	-8%
T&PW Administration	\$1,995	\$975	(\$1,020)	-51%
	<u>\$39,877</u>	<u>\$47,474</u>	<u>\$7,597</u>	<u>19%</u>

6610 Legal Services

This sub-object reflects an estimation for legal services provided by Agency Counsel to the SCWMA at \$195/hour. There is \$4,000 budgeted representing approximately 21 hours for legal counsel.

6629 Accounting Services

This expense of \$393 reflects an allocated portion (4%) of the estimated \$10,243 for accounting services provided by the County Auditor-Controller's staff. The allocation is based on the level of effort necessary to provide services for this cost center relative to the other SCWMA cost centers.

6630 Audit Services

The budgeted \$1,000 reflects an allocated portion (5%) of the estimated \$20,000 cost for auditing services performed by the County's Audit Division. The allocation is based on the level of effort necessary to review the financial activities of the Planning cost center.

7400 Data Processing

During FY 07-08, the Department of Transportation and Public Works entered into a Memorandum of Understanding with the Sonoma County Information Systems Department (ISD) for computer service and replacement. The estimated SCWMA cost for FY 10-11 is \$11,779 for six computers. The expense assigned by ISD to Education is \$1,963.

8624 OT-Within Enterprise

The Agency Board of Directors has established a policy for accumulating reserve funds for specific purposes. The Contingency Reserve is to be used for operational expenses when there is an unforeseen need. The goal is to collect 25% of the operational expenses for the Education and Planning cost centers. For FY 10-11, the goal is \$138,739. The Contingency Reserve is projected to contain \$74,330 at the end of FY 09-10. There will be \$22,480 transferred from the Planning cost center, \$15,000 from prior years and \$7,480 from FY 10-11.

These contributions leaves \$12,740 (approximately 23% of the operating budget) in the Planning cost center for cash flow purposes.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

ORGANICS RESERVE - 799221

REVENUES

1700 Interest on Pooled Cash

This sub-object reflects interest earned on Agency funds held by the County Treasurer.

The budget request for FY 10-11 is based on funds held in FY 09-10 (\$3,836,897) using an interest rate of 0.75%.

Estimated End of FY 09-10 Cash	Rate	Interest Earned
\$ 3,836,897	0.75%	\$28,780

4624 OT-Within Enterprise

This operational transfer (OT) is contributions from the operations of the Wood Waste and Yard Debris cost centers at the end of FY 10-11. Board established reserve policy restricts these funds for future composting site acquisition for continued SCWMA diversion of organic materials efforts.

Wood Waste	\$52,450
Yard Debris	<u>\$758,226</u>
Subtotal	\$810,676

EXPENDITURES - SERVICES AND SUPPLIES

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 10-11.

	Budgeted FY 09-10	Requested FY 10-11	Difference	% Increase
Executive Director	\$21,463	\$31,210	\$9,747	45%
Department Analyst	\$3,327	\$9,209	\$5,882	177%
Div/Plan Waste Specialist	\$23,038	\$56,210	\$33,172	144%
Senior Office Assistant	\$4,328	\$3,000	(\$1,328)	-31%
T&PW Administration	\$0	\$1,949	\$1,949	100%
Total	<u>\$52,156</u>	<u>\$101,578</u>	<u>\$49,422</u>	95%

6590 Engineering Services

The SCWMA utilizes staff from the Department of Transportation and Public Works and the Sonoma County Permit and Resource Management Department to assist with required environmental studies, General Plan amendments, permit acquisition, and other development requirements associated with the planned compost site development and acquisition.

The anticipated expense for FY 10-11 is \$26,000 for the Compost Site Relocation Project.

6610 Legal Services

This sub-object reflects an estimation for legal services provided by Agency Counsel to the SCWMA at \$195/hour.

There is \$24,000 budgeted representing approximately 123 hours for legal counsel. The estimated cost is \$15,000 for completion of the environmental study already begun and the General Plan amendment. There is \$9,000 estimated for the real estate work for either purchase or lease when a property has been accepted for acquisition.

6630 Audit Services

The budgeted \$1,500 reflects an allocated portion (8%) of the estimated \$20,000 cost for auditing services performed by the County's Audit Division. The allocation is based on the level of effort necessary to review the financial activities of the Organics Reserve.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

HHW CLOSURE RESERVE - 799320

REVENUES

1700 Interest on Pooled Cash

This sub-object reflects interest earned on Agency funds held by the County Treasurer.
The budget request for FY 10-11 is based on funds held in FY 09-10 (\$59,535) using an interest rate of 0.75%.

Estimated End of FY 09-10 Cash	Rate	Interest Earned
\$59,535	0.75%	\$450

4624 OT-Within Enterprise

This operational transfer (OT) is an on-going contribution from the Household Hazardous Waste cost center in order to meet the conditions of the Permit By Rule that is in effect for the HHW facility.

While there is required closure fund requirement, the SCWMA Board of Directors has established a goal of \$62,000 to be collected by 2017. The goal will be met and exceeded in FY 10-11 assuming that the contribution is made and the interest earned is accrued as budgeted.

EXPENDITURES - SERVICES AND SUPPLIES

There are no budgeted expenditures for FY 10-11.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
2010-11 BUDGET SUMMARY**

HHW FACILITY RESERVE - 799338

REVENUES

1700 Interest on Pooled Cash

This sub-object reflects interest earned on Agency funds held by the County Treasurer.
The budget request for FY 10-11 is based on funds held in FY 09-10 (\$1,669,157) using an interest rate of 0.75%.

Estimated End of FY 09-10 Cash	Rate	Interest Earned
\$1,669,157	0.75%	\$12,520

4624 OT-Within Enterprise

This operational transfer (OT) is a contribution from the operations of the Household Hazardous Waste cost center. There will no contribution in FY 10-11.

The goal for HHW Operating Reserve is 50% of the annual operating expenses, which is \$784,730 for FY 10-11.

EXPENDITURES - SERVICES AND SUPPLIES

There are no budgeted expenditures for FY 10-11.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 10-11 BUDGET
EXPLANATIONS and DETAILS**

CONTINGENCY FUND - 799718

REVENUES

1700 Interest on Pooled Cash

This sub-object reflects interest earned on Agency funds held by the County Treasurer.

The budget request for FY 10-11 is based on funds held in FY 09-10 (\$74,330) using an interest rate of 0.75%.

Estimated End of FY 09-10 Cash	Rate	Interest Earned
\$74,330	0.75%	\$560

4624 OT-Within Enterprise

This operational transfer (OT) is an on-going contribution from the Education and Planning cost centers to fund the Contingency Reserve established by Board policy to cover unforeseen expenses and one-time projects.

Education	\$84,343
Diversion	\$47,237
Planning	\$22,488
Subtotal	\$154,068

There will a one-time contribution of undesignated funds from the Diversion cost center, which is being closed at the end of FY 09-10. The transfer is projected to be \$47,237, which will bring the total contribution for FY 10-11 to \$154,068.

EXPENDITURES - SERVICES AND SUPPLIES

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 10-11.

	Budgeted FY 09-10	Requested FY 10-11	Difference	% Increase
Executive Director	\$34,283	\$28,105	(\$6,178)	-18%
Department Analyst	\$6,205	\$7,105	\$900	15%
HHW Specialist	\$4,705	\$0	(\$4,705)	-100%
Education Specialist	\$4,705	\$0	(\$4,705)	-100%
Div/Plan Waste Specialist	\$2,705	\$7,685	\$4,980	184%
Senior Office Assistant	\$4,705	\$4,000	(\$705)	-15%
T&PW Administration	\$0	\$975	\$975	100%
Total	\$57,308	\$47,870	(\$9,438)	-16%

6610 Legal Services

This sub-object reflects an estimation for legal services provided by Agency Counsel to the SCWMA at \$195/hour. There is \$9,000 budgeted representing approximately 46 hours for legal counsel. The estimated cost is to development and implement the sustainable funding project currently underway by Board direction.

6630 Audit Services

The budgeted \$500 reflects an allocated portion (2.5%) of the estimated \$20,000 cost for auditing services performed by the County's Audit Division. The allocation is based on the level of effort necessary to review the financial activities of the Contingency Reserve.

FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Summary

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	279,472	171,452	79,568	66,727	51,902	(14,825)	-22.22%
2500 State - Other	279,805	227,960	397,374	397,374	102,000	(295,374)	-74.33%
2901 County	5,113,384	4,757,656	4,264,448	4,753,252	4,734,708	(18,544)	-0.39%
3980 Revenues-Prior Year	(377)	12,865	0	0	0	0	0.00%
4020 Sale of Materials	177,713	254,056	281,664	95,000	100,000	5,000	5.26%
4102 Donations and Reimbursements	462,125	440,745	419,223	419,023	393,445	(25,578)	-6.10%
SUBTOTAL	6,312,122	5,864,734	5,442,277	5,731,376	5,382,055	(349,321)	-6.09%
4624 OT-Within Enterprise	0	2,402,586	1,721,632	2,252,630	971,411	(1,281,219)	-56.88%
SUBTOTAL	0	2,402,586	1,721,632	2,252,630	971,411	(1,281,219)	-56.88%
TOTAL REVENUES	6,312,122	8,267,320	7,163,909	7,984,006	6,353,466	(1,630,540)	-20.42%
EXPENDITURES							
6103 Liability Insurance	9,843	9,163	8,941	10,175	10,175	0	0.00%
6400 Office Expense	61,621	48,951	21,358	36,500	15,000	(21,500)	-58.90%
6500 Professional/Spec Svcs	294,759	232,963	113,960	112,620	102,000	(10,620)	-9.43%
6521 County Services	3,580	4,133	6,896	6,896	6,925	29	0.42%
6540 Contract Services	4,256,385	4,216,804	4,829,665	4,599,903	4,140,040	(459,863)	-10.00%
6573 Administrative Costs	523,299	540,279	522,798	722,706	693,539	(29,167)	-4.04%
6590 Engineering Services	2,204	9,115	17,663	17,413	26,000	8,587	49.31%
6610 Legal Expenses	47,293	74,372	102,047	102,000	72,000	(30,000)	-29.41%
6629 Accounting Services	5,457	5,849	14,925	10,389	10,243	(146)	-1.41%
6630 Audit Services	18,500	20,000	18,500	18,500	20,000	1,500	8.11%
6785 Advertising	0	0	0	0	12,000	12,000	100.00%
6820 Rents/Lease Equipment	4,680	3,049	3,278	5,500	5,500	0	0.00%
6840 Rents/Leases-Bldgs/Impv	25,680	23,541	26,740	25,500	25,500	0	0.00%
6880 Small Tools	11,407	30,876	0	0	0	0	0.00%
7062 Enforcement Agency Fees	16,542	17,342	15,000	20,000	20,000	0	0.00%
7301 County Car Expense	2,826	2,023	3,000	3,000	3,000	0	0.00%
7302 Travel Expense	4,532	268	462	1,000	500	(500)	-50.00%
7309 Unclaimable County	641	815	121	0	0	0	0.00%
7400 Data Processing	8	0	13,855	14,498	11,779	(2,719)	-18.75%
7402 DP-New Projects	0	0	35,000	35,000	0	(35,000)	-100.00%
SUBTOTAL	5,289,257	5,239,543	5,754,209	5,741,600	5,174,201	(567,399)	-9.88%
8624 OT - Within Enterprise	0	2,430,255	1,721,632	2,252,630	971,411	(1,281,219)	-56.88%
8700 Reimbursements	0	0	(79,011)	(79,011)	(26,788)	52,223	-66.10%
SUBTOTAL	0	2,430,255	1,642,621	2,173,619	944,623	(1,228,996)	-56.54%
TOTAL EXPENDITURES	5,289,257	7,669,798	7,396,830	7,915,219	6,118,824	(1,796,395)	-22.70%
NET COST	(1,022,865)	(597,522)	232,921	(68,787)	(234,642)	(165,855)	241.11%
FUND BALANCE							
Beginning Fund Balance	5,975,197	6,553,140	7,151,335		6,918,414		
Less: Net Cost for Current Year	1,022,865	598,195	(232,921)		234,642		
Audit/Encumbrance Adjustments	(444,922)	0	0		0		
Ending Fund Balance	6,553,140	7,151,335	6,918,414		7,153,056		

FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Wood Waste 799114

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	7,187	4,080	840	795	470	(325)	-40.88%
2500 State - Other	0	0	0	0	0	0	0.00%
2901 County	251,190	177,713	147,393	227,520	162,108	(65,412)	-28.75%
4020 Sale of Materials	70,858	66,788	72,045	10,000	15,000	5,000	50.00%
4102 Donations and Reimbursements	5,000	5,000	5,000	5,000	5,000	0	0.00%
SUBTOTAL	334,235	253,581	225,278	243,315	182,578	(60,737)	-24.96%
4624 OT-Within Enterprise	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	0	0	0	0	0.00%
TOTAL REVENUES	334,235	253,581	225,278	243,315	182,578	(60,737)	-24.96%
EXPENDITURES							
6103 Liability Insurance	955	889	835	950	950	0	0.00%
6400 Office Expense	27	18	3	0	0	0	0.00%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0.00%
6521 County Services	176	236	500	500	525	25	5.00%
6540 Contract Services	208,914	174,592	188,986	205,880	151,454	(54,426)	-26.44%
6573 Administrative Costs	38,566	30,906	6,781	6,710	2,752	(3,958)	-58.99%
6590 Engineering Services	0	0	0	0	0	0	0.00%
6610 Legal Expenses	78	0	0	0	0	0	0.00%
6629 Accounting Services	505	504	1,193	998	984	(14)	-1.40%
6630 Audit Services	2,000	2,000	1,900	1,900	1,500	(400)	-21.05%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0.00%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0.00%
6880 Small Tools	1,666	4,411	0	0	0	0	0.00%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0.00%
7301 County Car Expense	0	0	0	0	0	0	0.00%
7302 Travel Expense	0	0	0	0	0	0	0.00%
7400 Data Processing	0	0	2,194	2,408	1,963	(445)	-18.48%
SUBTOTAL	252,887	213,556	202,392	219,346	160,128	(59,218)	-27.00%
8624 OT - Within Enterprise	0	197,140	46,519	81,519	52,450	(29,069)	-35.66%
8700 Reimbursements	0	0	0	0	0	0	0.00%
SUBTOTAL	0	197,140	46,519	81,519	52,450	(29,069)	-35.66%
TOTAL EXPENDITURES	252,887	410,696	248,911	300,865	212,578	(88,287)	-29.34%
NET COST	(81,348)	157,115	23,633	57,550	30,000	(27,550)	-47.87%
FUND BALANCE							
Beginning Fund Balance	161,933	243,281	86,166		62,533		
Less: Net Cost for Current Year	81,348	(157,115)	(23,633)		(30,000)		
Audit/Encumbrance Adjustments	0	0	0		0		
Ending Fund Balance	243,281	86,166	62,533		32,533		

FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Yard Debris 799213

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	43,150	34,220	14,760	12,840	7,250	(5,590)	-43.54%
2500 State - Other	0	0	0	0	0	0	0.00%
2901 County	3,225,879	3,157,079	2,807,976	3,067,732	3,144,600	76,868	2.51%
3700 Copy/Transcribe Fee	0	0	0	0	0	0	0.00%
4020 Sale of Materials	106,855	187,268	209,619	85,000	85,000	0	0.00%
4102 Donations and Reimbursements	10,164	10,523	5,000	5,000	5,000	0	0.00%
SUBTOTAL	3,386,048	3,389,090	3,037,355	3,170,572	3,241,850	71,278	2.25%
4624 OT-Within Enterprise	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	0	0	0	0	0.00%
TOTAL REVENUES	3,386,048	3,389,090	3,037,355	3,170,572	3,241,850	71,278	2.25%
EXPENDITURES							
6103 Liability Insurance	1,870	1,741	1,669	1,900	2,425	525	27.63%
6400 Office Expense	26,581	5,030	590	0	0	0	0.00%
6500 Professional/Spec Svcs	1,900	625	0	0	0	0	0.00%
6521 County Services	342	490	525	525	1,000	475	90.48%
6540 Contract Services	2,579,179	2,452,696	2,407,615	2,634,788	2,774,992	140,204	5.32%
6573 Administrative Costs	74,471	88,738	73,573	100,231	62,053	(38,178)	-38.09%
6590 Engineering Services	0	7,421	250	0	0	0	0.00%
6610 Legal Expenses	3,030	3,686	5,176	8,000	2,000	(6,000)	-75.00%
6629 Accounting Services	2,528	2,325	8,550	4,797	4,727	(70)	-1.46%
6630 Audit Services	2,500	3,000	3,350	3,350	4,000	650	19.40%
6820 Rents/Lease Equipment	4,680	3,049	3,278	5,500	5,500	0	0.00%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0.00%
6880 Small Tools	1,666	8,821	0	0	0	0	0.00%
7062 Enforcement Agency Fees	16,542	17,121	15,000	20,000	20,000	0	0.00%
7301 County Car Expense	2,826	2,007	3,000	3,000	3,000	0	0.00%
7302 Travel Expense	356	0	17	0	0	0	0.00%
7309 Unclaimable County	641	815	121	0	0	0	0.00%
7400 Data Processing	0	0	4,387	4,816	3,927	(889)	-18.46%
SUBTOTAL	2,719,112	2,597,565	2,527,101	2,786,907	2,883,624	96,717	3.47%
8624 OT - Within Enterprise	0	778,177	1,116,345	1,410,013	758,226	(651,787)	-46.23%
8700 Reimbursements	0	0	(21,060)	(21,060)	0	21,060	-100.00%
SUBTOTAL	0	778,177	1,095,285	1,388,953	758,226	(630,727)	-45.41%
TOTAL EXPENDITURES	2,719,112	3,375,742	3,622,386	4,175,860	3,641,850	(534,010)	-12.79%
NET COST	(666,936)	(13,348)	585,031	1,005,288	400,000	(605,288)	-60.21%
FUND BALANCE							
Beginning Fund Balance	871,337	1,538,273	1,551,621		966,590		
Less: Net Cost for Current Year	666,936	13,348	(585,031)		(400,000)		
Audit/Encumbrance Adjustments	0	0	0		0		
Ending Fund Balance	1,538,273	1,551,621	966,590		566,590		

FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Household Hazardous Waste 799312

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	67,672	31,921	6,488	7,615	420	(7,195)	-94.48%
2500 State - Other	98,300	82,396	163,873	163,873	102,000	(61,873)	-37.76%
2901 County	1,277,144	1,102,077	1,009,782	1,057,050	1,128,120	71,070	6.72%
3980 Revenue-Prior Year	(377)	12,865	0	0	0	0	0.00%
4020 Sale of Materials	0	0	0	0	0	0	0.00%
4102 Donations and Reimbursements	403,769	367,960	354,861	354,861	348,071	(6,790)	-1.91%
SUBTOTAL	1,846,508	1,597,219	1,535,004	1,583,399	1,578,611	(4,788)	-0.30%
4624 OT-Within Enterprise	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	0	0	0	0	0.00%
TOTAL REVENUES	1,846,508	1,597,219	1,535,004	1,583,399	1,578,611	(4,788)	-0.30%
EXPENDITURES							
6103 Liability Insurance	3,740	3,481	3,515	4,000	4,425	425	10.63%
6400 Office Expense	14,442	20,333	8,024	6,000	4,000	(2,000)	-33.33%
6500 Professional/Spec Svcs	114,089	89,608	79,520	79,520	102,000	22,480	28.27%
6521 County Services	1,194	1,373	2,000	2,000	2,300	300	15.00%
6540 Contract Services	1,143,757	1,157,167	1,353,913	1,221,135	1,186,600	(34,535)	-2.83%
6573 Administrative Costs	156,794	157,620	139,714	168,314	213,907	45,593	27.09%
6590 Engineering Services	0	0	0	0	0	0	0.00%
6610 Legal Expenses	8,158	15,941	8,120	15,000	8,000	(7,000)	-46.67%
6629 Accounting Services	1,012	1,010	2,259	1,900	2,266	366	19.26%
6630 Audit Services	7,000	8,000	8,400	8,400	8,500	100	1.19%
6785 Advertising	0	0	0	0	12,000	12,000	100.00%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0.00%
6840 Rents/Leases-Bldgs/Impv	23,400	23,000	23,000	23,000	23,000	0	0.00%
6880 Small Tools	1,666	4,411	0	0	0	0	0.00%
7062 Enforcement Agency Fees	0	221	0	0	0	0	0.00%
7301 County Car Expense	0	0	0	0	0	0	0.00%
7302 Travel Expense	4,017	115	445	1,000	500	(500)	-50.00%
7400 Data Processing	8	0	2,458	2,458	1,963	(495)	-20.14%
SUBTOTAL	1,479,277	1,482,280	1,631,368	1,532,727	1,569,461	36,734	2.40%
8010 Contrib Non-Co Gov	0	(673)	0	0	0	0	0.00%
8624 OT - Within Enterprise	0	1,309,425	509,105	672,244	6,667	(665,577)	-99.01%
8700 Reimbursements	0	0	(14,656)	(14,656)	(5,288)	9,368	-63.92%
SUBTOTAL	0	1,308,752	494,449	657,588	1,379	(656,209)	-99.79%
TOTAL EXPENDITURES	1,479,277	2,791,032	2,125,817	2,190,315	1,570,840	(619,475)	-28.28%
NET COST	(367,231)	1,193,813	590,813	606,916	(7,771)	(614,687)	-101.28%
FUND BALANCE							
Beginning Fund Balance	1,473,697	1,840,928	647,115		56,302		
Less: Net Cost for Current Year	367,231	(1,193,813)	(590,813)		7,771		
Audit/Encumbrance Adjustments	0	0	0		0		
Ending Fund Balance	1,840,928	647,115	56,302		64,073		

FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Education 799411

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	12,427	5,115	716	79	890	811	1026.58%
2500 State - Other	16,840	13,432	11,000	11,000	0	(11,000)	-100.00%
2901 County	280,628	249,464	237,446	320,760	242,760	(78,000)	-24.32%
4020 Sale of Materials	0	0	0	0	0	0	0.00%
4102 Donations and Reimbursements	29,854	48,743	46,276	46,276	28,636	(17,640)	-38.12%
SUBTOTAL	339,749	316,754	295,438	378,115	272,286	(105,829)	-27.99%
4624 OT-Within Enterprise	0	0	35,000	35,000	0	(35,000)	-100.00%
SUBTOTAL	0	0	35,000	35,000	0	(35,000)	-100.00%
TOTAL REVENUES	339,749	316,754	330,438	413,115	272,286	(140,829)	-34.09%
EXPENDITURES							
6103 Liability Insurance	1,378	1,283	1,252	1,425	1,425	0	0.00%
6400 Office Expense	16,019	23,244	11,838	30,000	11,000	(19,000)	-63.33%
6500 Professional/Spec Svcs	9,850	8,082	11,000	11,000	0	(11,000)	-100.00%
6521 County Services	1,349	1,551	2,374	2,374	2,300	(74)	-3.12%
6540 Contract Services	108,988	114,519	86,259	98,100	26,994	(71,106)	-72.48%
6573 Administrative Costs	136,451	180,151	133,180	213,203	218,388	5,185	2.43%
6590 Engineering Services	0	0	0	0	0	0	0.00%
6610 Legal Expenses	19,227	31,753	27,151	25,000	25,000	0	0.00%
6629 Accounting Services	1,012	1,010	2,129	1,900	1,873	(27)	-1.42%
6630 Audit Services	4,000	4,000	2,000	2,000	3,000	1,000	50.00%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0.00%
6840 Rents/Leases-Bldgs/Impv	2,280	541	3,740	2,500	2,500	0	0.00%
6880 Small Tools	3,077	4,411	0	0	0	0	0.00%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0.00%
7301 County Car Expense	0	16	0	0	0	0	0.00%
7302 Travel Expense	159	153	0	0	0	0	0.00%
7400 Data Processing	0	0	2,408	2,408	1,963	(445)	-18.48%
7402 DP-New Projects	0	0	35,000	35,000	0	(35,000)	-100.00%
SUBTOTAL	303,790	370,714	318,331	424,910	294,443	(130,467)	-30.70%
8624 OT - Within Enterprise	0	134,575	12,107	0	84,343	84,343	100.00%
8700 Reimbursements	0	0	(43,295)	(43,295)	(21,500)	21,795	-50.34%
SUBTOTAL	0	134,575	(31,188)	(43,295)	62,843	106,138	-245.15%
TOTAL EXPENDITURES	303,790	505,289	287,143	381,615	357,286	(24,329)	-6.38%
NET COST	(35,959)	188,535	(43,295)	(31,500)	85,000	116,500	-369.84%
FUND BALANCE							
Beginning Fund Balance	191,944	263,685	75,150		118,445		
Less: Net Cost for Current Year	35,959	(188,535)	43,295		(85,000)		
Audit/Encumbrance Adjustments	35,782	0	0		0		
Ending Fund Balance	263,685	75,150	118,445		33,445		

FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Diversion 799510

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	8,883	2,234	1,076	389	352	(37)	-9.51%
2500 State - Other	157,637	132,132	22,746	22,746	0	(22,746)	-100.00%
2901 County	40,090	37,068	29,160	29,160	0	(29,160)	-100.00%
4020 Sale of Materials	0	0	0	0	0	0	0.00%
4102 Donations and Reimbursements	6,310	3,388	3,154	3,154	0	(3,154)	-100.00%
SUBTOTAL	212,920	174,822	56,136	55,449	352	(55,097)	-99.37%
4624 OT-Within Enterprise	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	0	0	0	0	0.00%
TOTAL REVENUES	212,920	174,822	56,136	55,449	352	(55,097)	-99.37%
EXPENDITURES							
6103 Liability Insurance	955	889	835	950	0	(950)	-100.00%
6400 Office Expense	4,326	95	0	500	0	(500)	-100.00%
6500 Professional/Spec Svcs	168,920	134,648	23,440	22,100	0	(22,100)	-100.00%
6521 County Services	467	483	700	700	0	(700)	-100.00%
6540 Contract Services	0	0	10,000	0	0	0	0.00%
6573 Administrative Costs	55,504	22,968	16,220	37,232	0	(37,232)	-100.00%
6590 Engineering Services	0	0	0	0	0	0	0.00%
6610 Legal Expenses	7,469	4,661	4,173	7,000	0	(7,000)	-100.00%
6629 Accounting Services	200	1,000	397	397	0	(397)	-100.00%
6630 Audit Services	1,000	1,000	950	950	0	(950)	-100.00%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0.00%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0.00%
6880 Small Tools	1,666	4,411	0	0	0	0	0.00%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0.00%
7301 County Car Expense	0	0	0	0	0	0	0.00%
7302 Travel Expense	0	0	0	0	0	0	0.00%
7400 Data Processing	0	0	0	0	0	0	0.00%
SUBTOTAL	240,507	170,155	56,715	69,829	0	(69,829)	-100.00%
8624 OT - Within Enterprise	0	0	2,556	0	47,237	47,237	100.00%
8700 Reimbursements	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	2,556	0	47,237	47,237	100.00%
TOTAL EXPENDITURES	240,507	170,155	59,271	69,829	47,237	(22,592)	-32.35%
NET COST	27,587	(4,667)	3,135	14,380	46,885	32,505	226.04%
FUND BALANCE							
Beginning Fund Balance	27,340	45,353	50,020		46,885		
Less: Net Cost for Current Year	(27,587)	4,667	(3,135)		(46,885)		
Audit/Encumbrance Adjustments	45,600	0	0		0		
Ending Fund Balance	45,353	50,020	46,885		0		

**FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY**

Planning 799619

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	4,447	1,691	508	583	210	(373)	-63.98%
2500 State - Other	7,028	0	0	0	0	0	0.00%
2901 County	38,453	34,255	32,691	51,030	57,120	6,090	11.93%
4020 Sale of Materials	0	0	0	0	0	0	0.00%
4102 Donations and Reimbursements	7,028	5,131	4,732	4,732	6,738	2,006	42.39%
SUBTOTAL	56,956	41,077	37,931	56,345	64,068	7,723	13.71%
4624 OT-Within Enterprise	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	0	0	0	0	0.00%
TOTAL REVENUES	56,956	41,077	37,931	56,345	64,068	7,723	13.71%
EXPENDITURES							
6103 Liability Insurance	945	880	835	950	950	0	0.00%
6400 Office Expense	226	2	2	0	0	0	0.00%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0.00%
6521 County Services	52	0	797	797	800	3	0.38%
6540 Contract Services	55,105	0	0	0	0	0	0.00%
6573 Administrative Costs	51,222	35,117	39,877	39,877	47,474	7,597	19.05%
6590 Engineering Services	0	1,694	7,964	7,964	0	(7,964)	-100.00%
6610 Legal Expenses	0	12,500	12,427	2,000	4,000	2,000	100.00%
6629 Accounting Services	200	0	397	397	393	(4)	-1.01%
6630 Audit Services	2,000	2,000	900	900	1,000	100	11.11%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0.00%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0.00%
6880 Small Tools	1,666	4,411	0	0	0	0	0.00%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0.00%
7301 County Car Expense	0	0	0	0	0	0	0.00%
7302 Travel Expense	0	0	0	0	0	0	0.00%
7400 Data Processing	0	0	2,408	2,408	1,963	(445)	-18.48%
SUBTOTAL	111,416	56,604	65,607	55,293	56,580	1,287	2.33%
8624 OT - Within Enterprise	0	10,938	0	53,854	22,488	(31,366)	-58.24%
8700 Reimbursements	0	0	0	0	0	0	0.00%
SUBTOTAL	0	10,938	0	53,854	22,488	(31,366)	-58.24%
TOTAL EXPENDITURES	111,416	67,542	65,607	109,147	79,068	(30,079)	-27.56%
NET COST	54,460	26,465	27,676	52,802	15,000	(37,802)	-71.59%
FUND BALANCE							
Beginning Fund Balance	82,241	81,881	55,416		27,740		
Less: Net Cost for Current Year	(54,460)	(26,465)	(27,676)		(15,000)		
Audit/Encumbrance Adjustments	54,100	0	0		0		
Ending Fund Balance	81,881	55,416	27,740		12,740		

FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Organics Reserve

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	117,326	71,321	37,532	31,914	28,780	(3,134)	-9.82%
2500 State - Other	0	0	0	0	0	0	0.00%
2901 County	0	0	0	0	0	0	0.00%
4020 Sale of Materials	0	0	0	0	0	0	0.00%
4102 Donations and Reimbursements	0	0	0	0	0	0	0.00%
SUBTOTAL	117,326	71,321	37,532	31,914	28,780	(3,134)	-9.82%
4624 OT-Within Enterprise	0	975,317	1,162,864	1,491,532	810,676	(680,856)	-45.65%
SUBTOTAL	0	975,317	1,162,864	1,491,532	810,676	(680,856)	-45.65%
TOTAL REVENUES	117,326	1,046,638	1,200,396	1,523,446	839,456	(683,990)	-44.90%
EXPENDITURES							
6103 Liability Insurance	0	0	0	0	0	0	0.00%
6400 Office Expense	0	229	0	0	0	0	0.00%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0.00%
6521 County Services	0	0	0	0	0	0	0.00%
6540 Contract Services	102,290	187,945	430,711	200,000	0	(200,000)	-100.00%
6573 Administrative Costs	317	14,615	52,156	52,156	101,578	49,422	94.76%
6590 Engineering Services	232	0	8,690	8,690	26,000	17,310	199.19%
6610 Legal Expenses	9,311	4,797	30,000	30,000	24,000	(6,000)	-20.00%
6629 Accounting Services	0	0	0	0	0	0	0.00%
6630 Audit Services	0	0	1,000	1,000	1,500	500	50.00%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0.00%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0.00%
6880 Small Tools	0	0	0	0	0	0	0.00%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0.00%
7301 County Car Expense	0	0	0	0	0	0	0.00%
7302 Travel Expense	0	0	0	0	0	0	0.00%
7400 Data Processing	0	0	0	0	0	0	0.00%
SUBTOTAL	112,150	207,586	522,557	291,846	153,078	(138,768)	-47.55%
8624 OT - Within Enterprise	0	0	0	0	0	0	0.00%
8700 Reimbursements	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	0	0	0	0	0.00%
TOTAL EXPENDITURES	112,150	207,586	522,557	291,846	153,078	(138,768)	-47.55%
NET COST	(5,176)	(839,052)	(677,839)	(1,231,600)	(686,378)	545,222	-44.27%
FUND BALANCE							
Beginning Fund Balance	2,733,486	2,320,006	3,159,058		3,836,897		
Less: Net Cost for Current Year	5,176	839,052	677,839		686,378		
Audit/Encumbrance Adjustments	(418,656)	0	0		0		
Ending Fund Balance	2,320,006	3,159,058	3,836,897		4,523,275		

FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Household Hazardous Waste Closure Reserve 799320

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	2,136	1,188	552	593	450	(143)	-24.11%
2500 State - Other	0	0	0	0	0	0	0.00%
2901 County	0	0	0	0	0	0	0.00%
4020 Sale of Materials	0	0	0	0	0	0	0.00%
4102 Donations and Reimbursements	0	0	0	0	0	0	0.00%
SUBTOTAL	2,136	1,188	552	593	450	(143)	-24.11%
4624 OT-Within Enterprise	0	0	6,667	6,667	6,667	0	0.00%
SUBTOTAL	0	0	6,667	6,667	6,667	0	0.00%
TOTAL REVENUES	2,136	1,188	7,219	7,260	7,117	(143)	-1.97%
EXPENDITURES							
6103 Liability Insurance	0	0	0	0	0	0	0.00%
6400 Office Expense	0	0	0	0	0	0	0.00%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0.00%
6521 County Services	0	0	0	0	0	0	0.00%
6540 Contract Services	0	0	0	0	0	0	0.00%
6573 Administrative Costs	0	0	0	0	0	0	0.00%
6590 Engineering Services	0	0	0	0	0	0	0.00%
6610 Legal Expenses	0	0	0	0	0	0	0.00%
6629 Accounting Services	0	0	0	0	0	0	0.00%
6630 Audit Services	0	0	0	0	0	0	0.00%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0.00%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0.00%
6880 Small Tools	0	0	0	0	0	0	0.00%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0.00%
7301 County Car Expense	0	0	0	0	0	0	0.00%
7302 Travel Expense	0	0	0	0	0	0	0.00%
7400 Data Processing	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	0	0	0	0	0.00%
8624 OT - Within Enterprise	0	0	0	0	0	0	0.00%
8700 Reimbursements	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	0	0	0	0	0.00%
TOTAL EXPENDITURES	0	0	0	0	0	0	0.00%
NET COST	(2,136)	(1,188)	(7,219)	(7,260)	(7,117)	143	-1.97%
FUND BALANCE							
Beginning Fund Balance	48,992	51,128	52,316		59,535		
Less: Net Cost for Current Year	2,136	1,188	7,219		7,117		
Audit/Encumbrance Adjustments	0	0	0		0		
Ending Fund Balance	51,128	52,316	59,535		66,652		

FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Household Hazardous Waste Facility Reserve 799338

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	3,182	12,134	13,652	10,419	12,520	2,101	20.17%
2500 State - Other	0	0	199,755	199,755	0	(199,755)	-100.00%
2901 County	0	0	0	0	0	0	0.00%
4020 Sale of Materials	0	0	0	0	0	0	0.00%
4102 Donations and Reimbursements	0	0	200	0	0	0	0.00%
SUBTOTAL	3,182	12,134	213,607	210,174	12,520	(197,654)	-94.04%
4624 OT-Within Enterprise	0	1,281,756	502,438	665,577	0	(665,577)	-100.00%
SUBTOTAL	0	1,281,756	502,438	665,577	0	(665,577)	-100.00%
TOTAL REVENUES	3,182	1,293,890	716,045	875,751	12,520	(863,231)	-98.57%
EXPENDITURES							
6103 Liability Insurance	0	0	0	0	0	0	0.00%
6400 Office Expense	0	0	901	0	0	0	0.00%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0.00%
6521 County Services	0	0	0	0	0	0	0.00%
6540 Contract Services	33,218	36,750	256,800	240,000	0	(240,000)	-100.00%
6573 Administrative Costs	9,974	5,388	47,675	47,675	0	(47,675)	-100.00%
6590 Engineering Services	0	0	759	759	0	(759)	-100.00%
6610 Legal Expenses	0	741	5,000	5,000	0	(5,000)	-100.00%
6629 Accounting Services	0	0	0	0	0	0	0.00%
6630 Audit Services	0	0	0	0	0	0	0.00%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0.00%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0.00%
6880 Small Tools	0	0	0	0	0	0	0.00%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0.00%
7301 County Car Expense	0	0	0	0	0	0	0.00%
7302 Travel Expense	0	0	0	0	0	0	0.00%
7400 Data Processing	0	0	0	0	0	0	0.00%
SUBTOTAL	43,192	42,879	311,135	293,434	0	(293,434)	-100.00%
8624 OT - Within Enterprise	0	0	0	0	0	0	0.00%
8700 Reimbursements	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	0	0	0	0	0.00%
TOTAL EXPENDITURES	43,192	42,879	311,135	293,434	0	(293,434)	-100.00%
NET COST	40,010	(1,251,011)	(404,910)	(582,317)	(12,520)	569,797	-97.85%
FUND BALANCE							
Beginning Fund Balance	81,000	13,236	1,264,247		1,669,157		
Less: Net Cost for Current Year	(40,010)	1,251,011	404,910		12,520		
Audit/Encumbrance Adjustments	(27,754)	0	0		0		
Ending Fund Balance	13,236	1,264,247	1,669,157		1,681,677		

FY 10-11 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Contingency Reserve 799718

	Actual FY 07-08	Actual FY 08-09	Estimated FY 09-10	Budgeted FY 09-10	Requested FY 10-11	Difference	% Change
Revenues							
1700 Interest on Pooled Cash	13,062	7,548	3,444	1,500	560	(940)	-62.67%
2500 State - Other	0	0	0	0	0	0	0.00%
2901 County	0	0	0	0	0	0	0.00%
4020 Sale of Materials	0	0	0	0	0	0	0.00%
4102 Donations and Reimbursements	0	0	0	0	0	0	0.00%
SUBTOTAL	13,062	7,548	3,444	1,500	560	(940)	-62.67%
4624 OT-Within Enterprise	0	145,513	14,663	53,854	154,068	100,214	186.08%
SUBTOTAL	0	145,513	14,663	53,854	154,068	100,214	186.08%
TOTAL REVENUES	13,062	153,061	18,107	55,354	154,628	99,274	179.34%
Expenditures							
6103 Liability Insurance	0	0	0	0	0	0	0.00%
6400 Office Expense	0	0	0	0	0	0	0.00%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0.00%
6521 County Services	0	0	0	0	0	0	0.00%
6540 Contract Services	24,934	93,135	95,381	0	0	0	0.00%
6573 Administrative Costs	0	4,776	13,622	57,308	47,387	(9,921)	-17.31%
6590 Engineering Services	1,972	0	0	0	0	0	0.00%
6610 Legal Expenses	20	293	10,000	10,000	9,000	(1,000)	-10.00%
6629 Accounting Services	0	0	0	0	0	0	0.00%
6630 Audit Services	0	0	0	0	500	500	0.00%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0.00%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0.00%
6880 Small Tools	0	0	0	0	0	0	0.00%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0.00%
7301 County Car Expense	0	0	0	0	0	0	0.00%
7302 Travel Expense	0	0	0	0	0	0	0.00%
7400 Data Processing	0	0	0	0	0	0	0.00%
SUBTOTAL	26,926	98,204	119,003	67,308	56,887	(10,421)	-15.48%
8624 OT - Within Enterprise	0	0	35,000	35,000	0	(35,000)	-100.00%
8700 Reimbursements	0	0	0	0	0	0	0.00%
SUBTOTAL	0	0	35,000	35,000	0	(35,000)	-100.00%
TOTAL EXPENDITURES	26,926	98,204	154,003	102,308	56,887	(45,421)	-44.40%
NET COST	13,864	(54,857)	135,896	46,954	(97,741)	(144,695)	-308.16%
FUND BALANCE							
Beginning Fund Balance	303,227	155,369	210,226		74,330		
Less: Net Cost for Current Year	(13,864)	54,857	(135,896)		97,741		
Audit/Encumbrance Adjustments	(133,994)	0	0		0		
Ending Fund Balance	155,369	210,226	74,330		172,071		

RESOLUTION NO. 2010-

DATED: April 21, 2010

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2010-11.

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

WHEREAS, an annual budget has been prepared and presented to this Agency;

NOW, THEREFORE, BE IT RESOLVED that the Agency's Annual Budget for the period July 1, 2010 to June 30, 2011, attached hereto as FY 2010-11 SCWMA Final Budget is hereby adopted.

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

MEMBERS:

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

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

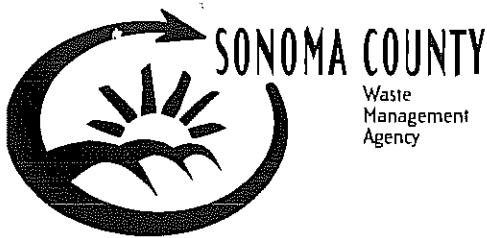
SO ORDERED.

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 #: 9
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 4/21/2010

ITEM: Agreement to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs

I. BACKGROUND

In May 2003, the Agency entered into an agreement with C² Alternative Services to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs. C² Alternative Services assists Agency staff to accomplish the goals of the Used Oil Recycling Program, which is funded under a Used Oil Block Grant from the California Integrated Waste Management Board (CIWMB). C² Alternative Services was contracted to do the following work:

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

This agreement term was for three years with optional annual extensions upon mutual agreement between Agency and Contractor.

- The First Amendment to the agreement was approved on May 17, 2006, extending the term to June 30, 2007.
- The Second Amendment was approved on May 16, 2007, extending the term until June 30, 2008 with an amended Scope of Work and Payment Terms Schedule. The Scope of Work (Exhibit A) was modified to include implementation of various additional tasks developed in earlier stages of the contract. The Payment Schedule (Exhibit B) was modified to update the billing rates for C² Alternative Services staff time from 2003 staff billing rates.
- The Third Amendment was approved on June 18, 2008, extending the term until June 30, 2009.
- The Fourth Amendment was approved on April 15, 2009, extending the term until June 30, 2010.

II. DISCUSSION

Staff has been very satisfied with the quality of this Contractor's performance and recommends continuing the relationship. Section 3 of the Agreement Term of Agreement, states "The initial term of this Agreement shall commence on July 1, 2003 and end on June 30, 2010 with annual extensions upon mutual agreement unless terminated earlier..." Staff

recommends extending the Agreement with the Contractor until June 30, 2011 with all the same terms and conditions. The Contractor submitted a letter to Agency Staff, dated March 29, 2010, indicated their willingness to extend the term of the contract with no changes to the current rates or scope.

III. FUNDING IMPACT

The amended Agreement will continue to be funded with California Used Oil Block Grant funds through June 30, 2012 (term end date of the Cycle 15 Grant Agreement). Cycle 15 will be the last Used Oil Block Grant Cycle offered.

On Jan. 1, 2010, California's recycling and waste diversion efforts were reorganized into the new Department of Resources Recycling and Recovery (CalRecycle). CalRecycle has taken over the CIWMB's responsibilities regarding the Block Grant program. All the conditions of the existing Block Grants remain the same.

CalRecycle is, however, streamlining the existing Block Grant process to create a future Used Oil Payment Program (OPP), which will replace the Block Grants. Staff will update the Board on the new OPP program and the application process when more information is made available.

The budgeted amount for this extension is \$67,520 which is included in the FY 10-11 HHW Professional Services budget. Due to the efficient and thorough performance of the Contractor, there is minimal Agency staff time required for contract administration.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

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

V. ATTACHMENTS

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

Resolution for Fifth Amendment, C² Alternative Services

C² Alternative Services Extension Letter

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

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

This Fifth Amendment ("Amendment"), dated as of _____, 2010, is by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers agency and C² Alternative Services ("Contractor"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

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

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

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

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

WHEREAS, on June 18, 2008, Agency and Contractor extended the Agreement to expire on June 30, 2009; and

WHEREAS, on April 15, 2009, Agency and Contractor extended the Agreement with a Fourth Amendment to expire on June 30, 2010; and

WHEREAS, Agency needs auditing and publicity services during Fiscal Year 09-10; and

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

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

AGREEMENT

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

"The initial term of this Agreement shall commence on July 1, 2003 and end on June 30, 2011, with annual extensions

upon mutual agreement unless terminated earlier in accordance with the provisions of Article 9, below."

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

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

"Agency": Sonoma County Waste Management Agency

By: _____
Christa Johnson, Chair

"Contractor": C² Alternative Services

By: _____
Connie Cloak, Owner

APPROVED AS TO FORM FOR AGENCY:

Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:

Susan Klassen, Interim Executive Director

RESOLUTION NO.:

DATED: April, 21, 2010

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

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

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

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

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

WHEREAS, on June 18, 2008, Agency and Contractor extended the Agreement with a Third Amendment to expire on June 30, 2009; and

WHEREAS, on April 15, 2009, Agency and Contractor extended the Agreement with a Fourth Amendment to expire on June 30, 2010; and

WHEREAS, Agency needs auditing and publicity services during Fiscal Year 10-11; and

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

NOW, THEREFORE, BE IT RESOLVED that the Agency hereby approves the terms of the Fifth Amendment to the Agreement ("Agreement") extending the Agreement to June 30, 2011 and authorizes the Chairperson to execute the Agreement on behalf of the Agency.

MEMBERS:

_____ Cloverdale	_____ Cotati	_____ County	_____ Healdsburg	_____ Petaluma
_____ Rohnert Park	_____ Santa Rosa	_____ Sebastopol	_____ Sonoma	_____ Windsor
AYES	NOES	ABSENT	ABSTAIN	

SO ORDERED.

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

ATTEST:

DATE:

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



March 29, 2010

Ms Lisa Steinman
Sonoma County Waste Management Agency
2300 County Center Dr. STE B100
Santa Rosa, CA 95403

Dear Lisa,

Thank you for your interest in extending our current contract for services in the Used Oil Recycling Program.

We are happy to extend this contract for a year as allowed in the contract terms, at no change to the current rates or scope. As we briefly discussed today, the current scope allows enough flexibility that we can adjust tasks as needed to accommodate changing circumstances such as the new CalRecycle program parameters, and priorities of the Agency.

I am of course available to discuss the contract extension further with Agency staff and Board.

Thank you again,



Connie Cloak
Partner



Agenda Item #: 10
Cost Center: All
Staff Contact: Klassen
Agenda Date: 4/21/2010

ITEM: SCWMA Staffing Services Update

I. BACKGROUND

At the October 21, 2009 SCWMA Board meeting, the Board indicated its tentative approval of a staffing model where the Executive Director would serve at the pleasure of the Board, but would be an at-will employee of the County of Sonoma. All other SCWMA staff members would remain County of Sonoma employees.

Additionally, the Board appointed an ad hoc subcommittee, Staffing Committee, of the representatives from Cloverdale, Rohnert Park, and Petaluma to meet with the representative from the County to discuss the upcoming recruitment for an Executive Director and review the job description and qualifications.

At the January 20, 2010 meeting the SCWMA Board tentatively approved the draft documents and authorized staff to work with the Staffing Committee, the County Human Resources Department (HR) and County Counsel to finalize the agreements. These agreements along with the revised job description will be presented to the SCWMA Board of Directors and the Sonoma County Board of Supervisors for approval.

At the February 17, 2010 meeting the Staffing Services item was continued until the regularly scheduled March 17, 2010 meeting.

At the March 17, 2010 meeting Staffing Services item included the four applicable documents in their then current form and staff discussed the remaining items of discussion between the County and the Agency Counsels.

II. DISCUSSION

There are four documents involved in this process. They are:

Agreement for the Provision of Staff Services (Executive Director) by the County of Sonoma to the Sonoma County Waste Management Agency (Staff Contract) establishes an at-will position for a County employee who will be hired by and serve the SCWMA as Executive Director. The selection process for the five other staff, who provide direct support to the SCWMA, remains unchanged.

Job Specification for Waste Management Executive Director (Attachment A to the Provision of Staff Services) is a document describing the desired qualifications, educational and professional experience required for the position.

Memorandum of Understanding (MOU) for Special Staff Services replaces the Memorandum of Understanding for Staffing Services 2007. The new MOU addresses all of the additional special services provided by the County to the SCWMA.

Draft Agreement for Personal Services, Executive Director is an employment agreement between the selected candidate and the County of Sonoma (for informational purposes only).

The descriptions, qualifications and conditions are the same in the Agreement for the Provision of Staff Services by the County of Sonoma to the Sonoma County Waste Management Agency and the Agreement for Personal Services, Executive Director. The term of the two agreements is different; the Provision of Staff Services agreement is through 2017 (term of the JPA) and the Draft Agreement for Personal Services has a suggested term of three (3) years.

Agreement for the Provision of Staff Services (Executive Director) by the County of Sonoma to the Sonoma County Waste Management Agency (Staff Contract)

The proposed agreement (Attachment A) between the County and the SCWMA has been drafted to provide for a maximum term through the expiration of the existing Joint Powers Agreement, February 2017, unless earlier terminated. This agreement lists the general duties of the Executive Director position, the supervisory role of the Executive Director over the other County employees who provide direct support staff services to the SCWMA, the role of the County in providing for recruitment of the Executive Director position, the method of reimbursement to the County by the SCWMA for the Executive Director's and the additional staff salaries, benefits and expenses, a provision prohibiting conflicts of interest regarding the Executive Director's work and standard provisions governing interpretation of the agreement. This agreement establishes the Executive Director as the appointing authority for the five additional staff members who provide direct support to the SCWMA.

The SCWMA, under the terms of this agreement, is delegated by the Board of Supervisors the right to select, supervise, evaluate and terminate the Executive Director. The SCWMA will have the right to set initial salary for the position as well as the contract term. The SCWMA must reimburse the County for all salary, benefits and expenses for the Executive Director, established under the Salary Resolution that applies to the Executive Director position as they might be changed in the future by the Sonoma County Board of Supervisors. Items such as changes to medical coverage contributions, contributions to deferred compensation accounts, professional development allowance, cost of living adjustments, which are provided to all management employees of the County would be provided to the Executive Director as well.

At the time the Agreement for the Provision of Staff Services is executed by both parties, the SCWMA will have the independent ability to select, direct, supervise, evaluate and terminate the Executive Director. This was a stated desire of the SCWMA Board of Directors. Execution of the Provision of Staff Services Agreement will occur prior to the County's execution of the Personal Services Agreement with the selected candidate.

Although this individual will be an at-will employee of the County of Sonoma, this agreement provides that the County delegates the authority for selection, supervision, performance evaluation, determination of compensation and termination of the Executive Director to the Agency (Section 2(a)). The County does, however, desire to retain the authority to terminate the Executive Director for certain egregious acts defined as the following:

- 1) a physical assault;
- 2) threats of violence;
- 3) embezzlement or theft;
- 4) prosecution for or conviction of a felony;
- 5) unauthorized possession of weapons or explosives on County property;
- 6) sexual harassment;
- 7) unlawful discrimination;
- 8) being under the influence of alcohol or non-prescribed drugs, to the level of incapacity, during work hours; or
- 9) violation of County's policy regarding the use of County owned computers or other electronic devices. (Sections 2(a) and (e)).

Prior to any termination for the above listed acts, the County must contact the Agency Chair and request a Special Meeting of the Agency Board to discuss the basis upon which the County will

terminate the Director's employment. Should the County move to terminate the Executive Director for any of the above listed acts and the Agency Board disagrees with the County's determination, the Agency will not indemnify the County for any action brought by the Executive Director challenging the termination. The County may terminate the Executive Director's employment without cause or for any cause not listed as an egregious act, only upon written direction of the Agency Board.

The County will have the authority to place the Executive Director on immediate administrative leave anytime the County determines that the Executive Director's acts or omissions have resulted or may result in liability to the County or the Agency. The County must notify the Agency within 24 hours of taking such action and the Agency Chair may call a Special Meeting in Closed Session to discuss the County's action (Section 2(d)).

Except in the case where the County terminates the employment of the Executive Director without the concurrence of the Agency Board, the Agency will indemnify the County for damages arising out of or in connection with the performance of the Executive Director (Section 11).

The Executive Director is the appointing authority over the additional dedicated County staff (Section 2(b)).

This agreement may be terminated by either the County or the Agency with 90 days written notice (Section 12).

Job Specification for Waste Management Executive Director (Attachment A to Provision of Staff Services Agreement)

The Job Specification for the Waste Management Executive Director position was developed by the Staffing Committee after reviewing and discussing the needs of the position and the qualifications and abilities desired. The Job Specification, although different in organization and format than the previous version provided to the Board, includes all of the information that the Staffing Committee desired, except for two modifications that were included by County Human Resources (HR). The Staffing Committee wanted graduation from an accredited college or university to be a hard requirement for minimum qualification for the position, Human Resources does not recommend a hard requirement of this type. It is not included in County recruitments, so the language has been modified to show the graduation to be "normally required" to meet the educational qualification for the position. Additionally, after reviewing the duties and abilities desired, HR recommended reducing the experience requirements from 7 years in recycling and solid waste management with 5 years at supervisory level, to 5 years total experience with 4 years at supervisory level. HR felt that these changes to the Job Specification would provide access to a broader pool of candidates.

The salary, although not shown in the Job Specification, will be included in the recruitment advertisement. The salary proposed is the salary for the former Recycling Manager position of \$90,790 annually at Salary Step A to \$110,367 annually at Salary Step I. This salary was found to be consistent with like positions at agencies with similar size and functions. The Staffing Committee is proposing that the salary be indicated to be "proposed", to provide the SCWMA Board with the flexibility to modify the salary if need be to secure the right individual for the position.

The Job Specification now includes a reference to the delegation of the authorities discussed above from the County to the SCWMA.

Memorandum of Understanding for Special Staff Services.

The draft Memorandum of Understanding (MOU) includes language that defines and allows reimbursement to the County for "Special Services" and "County Services". The entire list of County- provided services includes:

- Engineering Services
- Accounting Services
- Audit Services
- Rental Building/Improvement
- Data Processing
- Enforcement Agency
- County Car Expense
- DP-New Projects
- County Services are provided by the appropriate departments. The major expense is space usage of SCWMA in the TPW building leased from the County, and the use of Sonoma County Human Resource Department for recruiting an executive director. Other charges include the payroll processing for pay checks provided by the Payroll Division of the Auditor-Controller's Office, any use of the County Administrator's Office and Board of Supervisors' staff to deal with the board actions needing to be taken to the Board of Supervisors, and use of Treasury staff for the necessary activity associated with holding funds for SCWMA., and
- Unclaimable County.

For FY 10-11 these expenses are budgeted to total \$77,947.

Draft Personal Services Agreement for Waste Management Executive Director

The individual selected by the SCWMA Board to be the Executive Director would need to execute an at-will employment services contract with the County. It is anticipated that the employment services contract will be similar to a County at-will Department Head employment contract, containing certain provisions governing salary, benefits, expenses, termination, leave time, severance and a number of the same provisions found in the Provision of Staff Services. Instead of a three party agreement between selected employee, SCWMA and County, the Provision of Staffing Services and the Draft Personal Services Agreement will specify the terms of the employment and reporting relationships for all parties.

The selected candidate will receive county management benefits such as medical, dental, life insurance and retirement benefits. Negotiable items, which are within the purview of the SCWMA Board, consist of starting salary and term. These terms will be input into the Draft Personal Services Agreement after a candidate has been selected, and the terms negotiated with the individual. The Executive Director's at-will employment services contract with the County may be an annual or longer agreement, the proposed draft includes a 3 year term, which is standard for the County.

The Draft Personal Services Agreement also reflects the provisions related to Administrative leave and Termination that are described above and included in the Staff Services Agreement between the County and the SCWMA. Additionally, a provision has been added that allows the County to terminate the Draft Personal Services Agreement if for any reason termination of the Provision of Staffing Services Agreement should occur.

At such time as the Provision of Staff Services Agreement between the SCWMA and the County is executed by both parties, the SCWMA will have the independent ability to select, and direct the Executive Director that is desired by the SCWMA Board of Directors. Execution of the Provision of Staff Services Agreement will occur prior to the execution of the Draft Personal Services agreement with the selected candidate. The documents have all been reviewed and approved by Agency Counsel. The Ad Hoc Staffing Subcommittee has met twice since the last Agency meeting and reviewed the documents and will have a recommendation for the Agency Board.

FUNDING IMPACT

The proposed FY 10-11 Budget for SCWMA staff is \$706,887. This includes the fully burdened rate for an Executive Director at the Recycling Manager pay range, five additional direct support staff. Then expenses budgeted under the MOU such as: accounting and auditing, engineering, computer services and County Costs totals \$77,947.

III. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

It is recommended that the Agency Board approve the Agreement for Provision of Staff Services, including Attachment A, the Job Description, and the MOU for Special Staff Services. It is recommended that the Board direct staff to work with Human Resources to secure the necessary Board of Supervisor approvals and to open the recruitment.

IV. ATTACHMENTS

Agreement for the Provision of Staff Services (Executive Director) by the County of Sonoma to the Sonoma County Waste Management Agency (Staff Contract)

Job Specification for Waste Management Executive Director, included as Attachment A to the Agreement for the Provision of Staff Services (Executive Director) by the County of Sonoma to the Sonoma County Waste Management Agency (Staff Contract)

Memorandum of Understanding for Special Staff Services

Draft Personal Services Agreement for Waste Management Executive Director (for informational purposes only)

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

**AGREEMENT FOR THE PROVISION OF STAFF SERVICES (EXECUTIVE
DIRECTOR) BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WASTE
MANAGEMENT AGENCY (STAFF CONTRACT)**

THIS AGREEMENT is entered into as of this ____ day of ____, 20__, by and between the COUNTY OF SONOMA (hereinafter "COUNTY"), a political subdivision of the State of California, and the SONOMA COUNTY WASTE MANAGEMENT AGENCY (hereinafter "AGENCY"), a joint powers agency formed pursuant to the Joint Exercise of Powers Act, Government Code Section 6500 et seq., by the cities of Cloverdale, Healdsburg, Sebastopol, Santa Rosa, Rohnert Park, Petaluma, Cotati, Sonoma, the Town of Windsor and the County of Sonoma.

RECITALS

WHEREAS, pursuant to Government Code Section 6500 et seq. and the Agreement Between the Cities of Sonoma County and the County of Sonoma for a Joint Powers Agency to Deal with Waste Management Issues (Wood Waste, Yard Waste, Household Hazardous Waste, and Public Education) (hereinafter "JPA Agreement"), AGENCY is authorized to enter into an agreement with the COUNTY for staff services; and

WHEREAS, AGENCY has need of specialized personnel to serve as AGENCY's Executive Director (hereinafter "Executive Director"); and

WHEREAS, the COUNTY and AGENCY have entered into a Memorandum of Understanding for Services dated as of _____, 2010 (hereinafter "MOU").

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

TERMS

1. **TERM**. This Agreement shall become effective upon the date first written above and shall expire on February 11, 2017, unless terminated earlier in accordance with Paragraph 14 (Termination); except that the obligations of the parties under Paragraph 4 (Reimbursement), Paragraph 13 (Indemnification) and 17 (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 and during the term of the Agreement.

2. **SERVICES TO BE PROVIDED BY COUNTY**. COUNTY shall provide the following services to the AGENCY:

(a) **Executive Director**. COUNTY shall provide an at will COUNTY employee of AGENCY's choosing to serve as AGENCY's Executive Director. The AGENCY shall review and approve the class specification for the Executive Director position, along with a proposed salary range, and forward the information to the COUNTY for review and approval. The position shall be entitled to the same benefits, including, but not limited to, health insurance, vacation, and retirement, generally provided by COUNTY to COUNTY unrepresented

administrative management employees. Upon finalization of the class specification and salary range, the COUNTY shall initiate a recruitment process for the position and shall forward qualified individuals for the AGENCY's consideration. The AGENCY Board of Directors shall notify the COUNTY whether the AGENCY is interested in selecting an individual from the qualified candidates that have been forwarded to the AGENCY to serve as AGENCY's Executive Director or whether the AGENCY desires to start the process again with a new recruitment. Upon AGENCY identifying a suitable individual for the position, COUNTY shall then execute an at-will employment contract with the selected Executive Director obligating the COUNTY to pay to the Executive Director a salary within the approved salary range. The Executive Director shall perform his or her duties as required by law, the JPA Agreement and as specified or directed by AGENCY. COUNTY hereby delegates to AGENCY the responsibility for selecting, supervising, evaluating the performance, setting compensation, and terminating the Executive Director with or without cause provided, however, that COUNTY shall retain the authority to terminate the Executive Director as outlined in subsection (e) below.

The duties to be provided to the AGENCY by the Executive Director shall include, but not be limited to the duties listed in Attachment A, Job Description and Qualifications, as it now provides or may hereafter be amended.

(b) **Additional Staff.** COUNTY shall provide additional dedicated staff to assist the Executive Director in carrying out the day-to-day operations of AGENCY. The AGENCY acknowledges that such additional staff will be within the classified service of the COUNTY's Civil Service Ordinance. The Executive Director shall be the appointing authority over such COUNTY employees and Executive Director shall be responsible for complying with all laws, policies and procedures with regard to such COUNTY employees, including but not limited to, all COUNTY personnel policies and procedures.

(c) **Human Resources.** COUNTY shall provide recruitment services including, but not limited to, consultation regarding hiring procedures, development of a job description to be approved by AGENCY, advertising, screening of applications, and development of a hiring list.

(d) **Placing Executive Director on Administrative Leave.** In the event COUNTY determines that the Executive Director's acts or omissions have resulted, or may result, in liability to County or AGENCY, COUNTY shall have the right to place the Executive Director on administrative leave. COUNTY shall promptly notify (within 24 hours) the AGENCY Board of Directors of such action.

(e) **Termination of Executive Director.** COUNTY may terminate the Executive Director's employment for any of the following acts:

- 1) a physical assault;
- 2) threats of violence;
- 3) embezzlement or theft;
- 4) prosecution for or conviction of a felony;
- 5) unauthorized possession of weapons or explosives on County property;
- 6) sexual harassment;
- 7) unlawful discrimination;
- 8) being under the influence of alcohol or non-prescribed drugs, to the level of incapacity, during

work hours; or

9) violation of COUNTY's policy regarding use of COUNTY owned computers or other electronic devices.

Prior to terminating the Executive Director's employment, the COUNTY shall contact the AGENCY Chair and request a Special Meeting of the AGENCY Board to discuss the basis upon which the COUNTY shall terminate the Executive Director's employment. COUNTY may terminate the Executive Director's employment without cause or for any cause not listed above only upon written direction of the AGENCY Board of Directors.

(f) Termination of Executive Director without Cause, Severance. Should the AGENCY Board decide to terminate the Executive Director's employment without cause, the Board shall send written notice to COUNTY and COUNTY shall terminate Executive Director's employment with sixty (60) days' prior written notice. Upon such termination, EMPLOYEE shall be entitled to additional salary and deferred compensation equal to that which would accrue during ninety (90) calendar days following termination and to be computed by the COUNTY Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, EMPLOYEE shall also be entitled to be compensated for one-fourth (1/4) of unused sick leave; one hundred percent (100%) of EMPLOYEE's floating holiday balance, converted and accrued as compensatory time pursuant to the Sonoma County Salary Resolution; and EMPLOYEE's deferred compensation balance. EMPLOYEE's health benefits and the COUNTY's portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination, EMPLOYEE's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of EMPLOYEE against COUNTY arising out of his or her employment.

(g) Resignation of Executive Director. EMPLOYEE may terminate his or her employment at any time by delivering to the COUNTY Board of Supervisors and the Chair of the AGENCY Board of Directors his or her written resignation. Such resignation shall be irrevocable and shall be effective not earlier than ninety (90) calendar days following delivery. EMPLOYEE shall be entitled to be compensated for one-fourth (1/4) of unused sick leave; one hundred percent (100%) of EMPLOYEE's floating holiday balance, converted and accrued as compensatory time pursuant to the Sonoma County Salary Resolution; and EMPLOYEE's deferred compensation balance.

3. **OFFICE SPACE.** COUNTY shall provide the Executive Director with sufficient office space in the same area as the office space provided for the additional staff members.

4. **REIMBURSEMENT.**

(a) **Rates.** In consideration of COUNTY's fulfillment of the promised services and personnel, AGENCY shall reimburse COUNTY for all costs (including the costs of salary and benefits, equipment, insurance, supplies, materials, and incidental travel/transportation) incurred by COUNTY in providing the Executive Director position to the Agency. The rates shall be determined and mutually agreed to by the parties as follows:

(1) **FY 2009-2010.** The rates for fiscal year 2009-2010 are set forth in Attachment "B" which is hereby attached and incorporated in this Agreement by reference.

(2) **Procedure for Subsequent Annual Determination of Rates.** During the budget approval process of each fiscal year of this Agreement, any and all COUNTY departments providing services to AGENCY shall contact AGENCY to negotiate conditions of reimbursement and shall accommodate the necessary aspects of the approved AGENCY Budget into the COUNTY budget. Representatives from AGENCY and COUNTY shall meet prior to adoption of the respective annual COUNTY and AGENCY budgets to determine and calculate the proposed rates of reimbursement during the succeeding fiscal year which will be necessary to achieve the full cost reimbursement provided for in (a), subject to the additional factors set forth in (b) through (d), below.

(b) **AGENCY Related Travel Expense Reimbursement.** 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.

(c) **Workers' Compensation Coverage:** AGENCY shall reimburse COUNTY for workers' compensation coverage at the rates established by COUNTY each fiscal year.

(d) **Adjustment for Additional AGENCY Requested Services.** AGENCY 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 AGENCY.

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 COUNTY to AGENCY of an itemized billing invoice which indicates, at a minimum, an itemization of the services provided. COUNTY shall submit such invoices monthly to the Executive Director 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.

6. **APPROPRIATIONS.** AGENCY 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 AGENCY prior to COUNTY approval of a contingency transfer. Any COUNTY appropriations in excess of AGENCY's budget for the current fiscal year shall be charged as an expense in AGENCY's current fiscal budget and shall be reimbursed to COUNTY in the following fiscal year.

7. **ACCESS TO RECORDS/RETENTION.** AGENCY shall have access to any books, documents, papers and records of COUNTY that 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 AGENCY makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. COUNTY

shall cooperate with AGENCY in providing all necessary data in a timely and responsive manner to comply with all AGENCY reporting requirements.

8. **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 Director of AGENCY and all other COUNTY employed AGENCY staff shall not perform any work under this Agreement that might reasonably be considered detrimental to AGENCY's interests. AGENCY staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest.

9. **COMPLIANCE WITH LAWS**. Both parties agree to observe and comply with all applicable federal, state and local laws, ordinances codes, and regulations in carrying out their respective obligations under this Agreement.

10. **INDEPENDENT CONTRACTOR**. While the COUNTY employee assigned to serve as the Executive Director of AGENCY shall operate as an officer of AGENCY, COUNTY and its officers, agents and employees are not, and shall not be deemed, AGENCY employees for any purpose, including workers' compensation and employee benefits.

11. **INDEMNIFICATION**. AGENCY agrees to defend, indemnify, hold harmless, reimburse and release COUNTY, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense as to which this indemnity applies whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including AGENCY, arising out of or in connection with the performance of the Executive Director being provided to AGENCY by COUNTY under this Agreement.

In the event that the COUNTY determines to terminate the Executive Director for any of the acts listed in Section 2 above, the COUNTY shall contact the AGENCY Chair and request a Special Meeting of the AGENCY Board to discuss the basis upon which the COUNTY shall terminate the Executive Director's employment. In the event that the AGENCY does not concur with the COUNTY's decision to terminate the Executive Director's employment, the AGENCY shall not be required to defend, indemnify, hold harmless, reimburse or release the COUNTY for any action brought by the Executive Director challenging the COUNTY's determination to terminate the Executive Director's employment for the listed egregious acts.

12. **TERMINATION**. This Agreement may be terminated prior to the expiration date by either AGENCY or COUNTY upon ninety (90) days written notice.

13. **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 beach in the future, or of the breach of any other requirement of this Agreement.

14. **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, whichever is earlier.

AGENCY

COUNTY

Mail: Agency Chair
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

Director of Transportation and Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

Fax: (707) 565- 3701

(707) 565-2620

E-Mail:

E-Mail:

15. 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 AGENCY, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that AGENCY may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement.

16. 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.

17. ATTORNEYS' 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, each party in such litigation shall bear its own costs and attorneys' fees incurred in connection with such action.

18. 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.

19. 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 part in state Court to enforce any provision of this Agreement shall be Sonoma 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 Sonoma County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **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.

21. **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.

“AGENCY”:

Sonoma County Waste Management Agency

By _____
Chair of the Sonoma County Waste Management Agency

APPROVED AS TO FORM:
AGENCY Legal Counsel

By _____

“COUNTY”:

County of Sonoma

By _____
Chair of the Board of Supervisors

ATTEST: _____,
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM:
County Counsel

By _____

ATTACHMENT A TO AGREEMENT FOR PERSONAL SERVICES, EXECUTIVE
DIRECTOR OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY AND
AGREEMENT FOR THE PROVISION OF STAFF SERVICES (EXECUTIVE
DIRECTOR) BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY
WASTE MANAGEMENT AGENCY (STAFF CONTRACT)

WASTE MANAGEMENT EXECUTIVE DIRECTOR

Definition

Under direction of the Sonoma County Waste Management Agency ("Agency") Board of Directors, the Agency Executive Director plans, organizes and directs all activities and functions in the operation of the Agency as required by AB939 regulations, including city/county agreements, recycling, marketing, material recovery, household hazardous waste, organic waste composting, source reduction, and public education; performs related duties as required.

Distinguishing Characteristics

The Sonoma County Waste Management Agency (Agency) is an independent joint powers agency which includes the County of Sonoma and all nine Sonoma County cities (Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Town of Windsor) as member agencies. The Agency Board of Directors is a ten member board with each member agency having one representative. The Agency was formed in 1992. The Agency has an annual budget of approximately eight million dollars.

This single management class is an "at-will" position and is exempt from the County's Civil Service system in accordance with Civil Service Ordinance 305-A. The County of Sonoma provides staffing services under agreement to the Agency. As such, the County of Sonoma is the employer and the appointing authority; however, the Board of Supervisors will delegate authority for employee selection, supervision and termination of the employee to the Agency Board of Directors. Incumbents will be employed under an "at-will" employment agreement. The County will retain the right to terminate the employee as provided in the employment agreement.

The incumbent is responsible for the overall administrative management of the department personnel, program activities, and procedural and policy issues as they relate to the operation of the Agency. The position must use considerable independent judgment and discretion in staff supervision and delegated project administration and management including the prioritization and coordination of mandates, goals and objectives.

Typical Duties

Duties may include, but are not limited to the following:

Plans, organizes, directs, and coordinates the operation of all functions for the Agency.

Initiates/participates in strategic planning efforts for the benefit of the Agency in County, private sector and regional venues.

Develops and implements the Agency annual budget; coordinates fiscal operations with the County (accountant and auditor services); provides budgetary forecasts to the Agency Board of Directors as requested.

Assists in formulating long-range goals of the Agency 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; reviews and evaluates programs and anticipates future needs.

Provides on-going support to the Agency Board to maximize their effectiveness including facilitating new Board member orientation, providing Board training on specific issues or topic areas, and identifying ways to streamline meetings and maximize the efficient use of the Board members' time.

Supervises, directs, develops and evaluates subordinate staff (County employees) and also has responsibility for selecting program staff.

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

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.

May serve as a member of various committees as directed by the Agency Board of Directors.

Performs other duties as required.

Knowledge and Abilities

Considerable knowledge of:

- state and federal laws and programs relative to the planning and development of recycling management, including AB 939 legislation; principles and practices of marketing and public information, principles and practices of program planning and evaluation, grant preparation and review, personnel and fiscal administration, including budgetary process and fiscal strategy, staff development and training; the principles and practices of contract negotiations and administration; the organization and functions of various Agencies; 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 professional, specialized technical and clerical staff; establish and maintain harmonious working relationships with the Agency Board of Directors, 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 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 listed for the position. Normally, this would include significant coursework or graduation from an accredited college or university with a focus in business administration, public administration, marketing, environmental studies, or a related field and five years of increasingly responsible, professional experience in recycling or solid waste management, including at least four years of experience with administrative and supervisory responsibilities for marketing and/or public information, program planning and administration, and staff supervision.

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.

ATTACHMENT B

SERVICE REIMBURSEMENT RATES FOR FISCAL YEAR 2009-2010

Executive Director	\$182,251
Department Analyst	\$79,996
Integrated Waste Specialist	\$118,124
Integrated Waste Specialist	\$125,113
Integrated Waste Specialist	\$116,270
Senior Office Assistant	\$87,645

SERVICE REIMBURSEMENT RATES FOR FISCAL YEAR 2010-2011

Executive Director	\$166,234
Department Analyst	\$95,067
Integrated Waste Specialist	\$115,999
Integrated Waste Specialist	\$123,344
Integrated Waste Specialist	\$119,543
Senior Office Assistant	\$86,700

Included in the rates used for Attachment B are the salaries and benefits for the employees. Benefits include retirement contributions, dental care insurance, vision care insurance and opportunities for medical insurance coverage. Any personal choices, such as: type of medical insurance coverage or participation in investment opportunities, are also included as well as any incremental raises based on service, known as "step increases".

MEMORANDUM OF UNDERSTANDING FOR SPECIAL STAFF SERVICES

This Memorandum of Understanding is made and entered into this ____ day of ____, 2010 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, the parties entered into a Memorandum of Understanding for Staff Services on June 23, 1992, July 11, 2000, and again on September 18, 2007 ("Existing MOU"); and

WHEREAS, the parties entered into the Agreement for Provision of Staff Services (Executive Director) by the County of Sonoma to the Sonoma County Waste Management Agency (Staff Contract) on _____, 2010 ("Staff Contract") whereby the County has agreed to provide County employees to serve the direct needs of the Agency; and

WHEREAS, the parties desire to terminate the Existing MOU, as much of it has been superceded by the Staff Contract, and enter into this Memorandum of Understanding ("MOU") 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 Special Services. Agency shall reimburse County for any special staff services that are in addition to the services provided by the Executive Director and the additional dedicated staff assigned to assist the Executive Director. Such services may include, but are not limited to, the services of the receptionist, secretary, administrative services officer and account clerk III in the Department of Transportation and Public Works. This expense is calculated using percentages of labor costs based on the previous year's actual expense and is included in the annual Agency budget process as a portion of the Administrative Costs.

1.2 County Services. Agency shall reimburse County for any overhead expenses including building use, services or the County Administrator's Office, Records Management, General Services, Architect's Office, Purchasing, Treasurer Tax-Collector and Human Resources. This expense is calculated using percentages of actual costs based on the previous year's actual expenses and is included in the annual Agency budget process under the category of Supplies and Services: County Services.

1.3 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 presentation of an invoice to the Agency.

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 MOU 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 MOU, 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 under this MOU. 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 work performed pursuant to this MOU.

6. Review of MOU. County and Agency may review this MOU 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 MOU shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this MOU.

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

7.3 Incorporation of Prior Agreements; Amendments. This MOU 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 MOU 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 MOU. To the extent allowed by law, the provisions in this MOU 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 MOU 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 MOU.

7.5 Captions. The captions in this MOU are for convenience only and are not a part of this MOU. 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 MOU on the day and year first written above.

COUNTY:

COUNTY OF SONOMA

By: _____
Chair, Board of Supervisors

ATTEST:

County Clerk
and ex-officio Clerk of the
Board of Supervisors

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

EXHIBIT A

Services provided to the Sonoma County Waste Management Agency (SCWMA) through the Memorandum of Understanding (MOU) and are approved as a part of the budget process excepting any modifications to the are MOU as follows:

Engineering Services (#6509) are project specific and provided by the Sonoma County Permit and Resource Management Department.

Accounting Services (#6629) are provided by the Sonoma County Auditor-Controller's Office.

Audit Services (#6630) are provided by the Sonoma County Audit Division of the Auditor-Controller's Office

Rental Building/Improvement (#6840) is for the use of the Household Hazardous Waste facility, which is located on County property at the Central Disposal Site.

Data Processing (#7400) is provided by the Sonoma County Information Systems Department.

Enforcement Agency Fees (#7062) is provided by the Local Enforcement Agency through the Sonoma County Environmental Department - Health Services

County Car Expense (#7301) is provided by the Sonoma County Fleet Department.

DP-New Projects (#7402) is provided by the Sonoma County Information Systems Departments at the request of SCWMA.

County Services (#6521) are provided by the appropriate departments. The major expense is space usage of SCWMA in the TPW building leased from the County, and the use of Sonoma County Human Resource Department for recruiting an executive director. Other charges include the payroll processing for pay checks provided by the Payroll Division of the Auditor-Controller's Office, any use of the County Administrator's Office and Board of Supervisors' staff to deal with the board actions needing to be taken to the Board of Supervisors, and use of Treasury staff for the necessary activity associated with holding funds for SCWMA.

Unclaimable County (#7309) is calculated by Sonoma County Fleet Department for funding to be used for vehicle replacement.

EXHIBIT B

The Certificate of Insurance will be provided upon execution of the MEMORANDUM OF
UNDERSTANDING FOR SPECIAL STAFF SERVICES

AGREEMENT FOR PERSONAL SERVICES, EXECUTIVE DIRECTOR OF THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY

This Agreement is made this ____ day of _____, 2010, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and _____ (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, the COUNTY and the SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") have entered into an agreement for staff services (hereinafter, "Staff Contract"); and,

WHEREAS, pursuant to the Staff Contract, the County is to employ a person to act in the capacity as the Executive Director of the AGENCY (hereinafter "Executive Director"); and,

WHEREAS, the AGENCY has determined that EMPLOYEE is the individual AGENCY wants to serve as Executive Director of the AGENCY; and,

WHEREAS, the County desires to retain EMPLOYEE as the Executive Director; and,

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Executive Director, he/she will be an at-will employee for the COUNTY, and that as such, his/her position will be in the unclassified service under the Sonoma County Civil Service System and that he/she will retain no right of restoration to any previously held classified position with COUNTY under said system.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Term of Employment. COUNTY hereby employs EMPLOYEE in the position of Executive Director for a period of three (3) years, commencing _____, and ending on _____, subject, however, to termination as hereinafter provided.

2. Duties. EMPLOYEE shall perform the duties of the Executive Director as set forth in the job description for the position, attached hereto as Attachment A, as it now provides or may hereafter be amended.

3. Compensation.

(a) EMPLOYEE's initial salary shall be \$ _____ per annum. Thereafter, EMPLOYEE's salary shall be established by the Sonoma County Salary Resolution 95-0926 as amended or until superseded by further resolution(s) of the Board of Supervisors.

(b) Except as herein provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to COUNTY unrepresented administrative management employees,

as specified in the Salary Resolution, notwithstanding any designation that the Executive Director is a Department Head position under Ordinance No. _____.

(c) EMPLOYEE shall participate in any mandatory time off furlough program established by the County on the same terms and conditions applicable to management employees.

4. Appointing Authority and Performance Evaluations.

(a) The Board of Supervisors shall be the appointing authority for the EMPLOYEE. The Board will, however, consistent with the job specifications set forth in Attachment A and pursuant to the Staff Contract referenced previously herein, delegate supervision over the EMPLOYEE and delegate the annual performance review to the Board of Directors for the AGENCY. EMPLOYEE agrees that concerns that COUNTY Board of Supervisors or the individual members of the Board or the AGENCY Board of Directors or the individual members of the AGENCY Board have concerning EMPLOYEE's performance are not "specific complaints or charges brought against an employee by another person or employee" as that phrase is used in Government Code § 54957 and that the notice requirement of that section is, under those circumstances, inapplicable.

(b) Pursuant to the Staff Contract referenced above, COUNTY shall provide additional dedicated staff to assist the EMPLOYEE in carrying out the day-to-day operations of AGENCY. Said additional staff will be within the classified service of the County's Civil Service Ordinance. The EMPLOYEE shall be the appointing authority over such County employees and EMPLOYEE shall be responsible for complying with all laws, policies and procedures with regard to such COUNTY employees, including but not limited to, all COUNTY personnel policies and procedures.

5. Termination.

(a) EMPLOYEE shall serve at the will and pleasure of COUNTY Board of Supervisors and may be terminated at the will of the Board with or without cause, provided, however, that the County will delegate the authority to terminate the EMPLOYEE with or without cause to the AGENCY under the Staff Contract, and provided that the COUNTY shall retain the authority to terminate the EMPLOYEE for egregious conduct, which shall be defined as any of the following:

- 1) a physical assault;
- 2) threats of violence;
- 3) embezzlement or theft;
- 4) prosecution for or conviction of a felony;
- 5) unauthorized possession of weapons or explosives on County property;
- 6) sexual harassment;
- 7) unlawful discrimination;
- 8) being under the influence of alcohol or non-prescribed drugs, to the level of incapacity, during work hours; or

9) violation of COUNTY's policy regarding use of COUNTY owned computers or other electronic devices.

EMPLOYEE expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing.

(b) EMPLOYEE may terminate his or her employment at any time by delivering to the COUNTY Board of Supervisors and the Chair of the AGENCY Board of Directors his or her written resignation. Such resignation shall be irrevocable and shall be effective not earlier than ninety (90) calendar days following delivery.

(c) From the date upon which EMPLOYEE either resigns or is notified of the COUNTY's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, EMPLOYEE shall continue to devote his or her full time, attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, EMPLOYEE shall assist COUNTY and AGENCY in orienting EMPLOYEE's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the AGENCY. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE's employment.

(d) EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment with COUNTY.

6. Nonassignability. EMPLOYEE shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of COUNTY.

7. Compliance with Law. EMPLOYEE shall, during his or her employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving COUNTY of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination with cause pursuant to this Agreement.

8. Definition of Sonoma County Salary Resolution. The Sonoma County Salary Resolution, as defined within this Agreement, shall be the COUNTY Board of Supervisors' Salary Resolution No. 95-0926, as amended or until superseded by further resolution(s) of the Board of Supervisors.

9. No Third Party Beneficiary Rights. 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. In addition, EMPLOYEE shall not have any rights and shall not be intended to be a third party beneficiary under the Staff Contract between the AGENCY and the COUNTY.

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

11. Termination of this Agreement as a Result of Termination of Staff Contract. In the event the Staff Contract is terminated by either the COUNTY or the AGENCY pursuant to paragraph 12 of the Staff Contract, then this Agreement for Personal Services shall terminate.

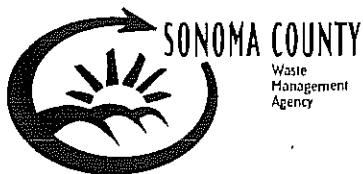
ATTEST:

Clerk of the Board

COUNTY OF SONOMA

By _____
Chairman, Board of Supervisors

EMPLOYEE



Agenda Item #: 11
Cost Center: All
Staff Contact: Klassen
Agenda Date: 4/21/2010

ITEM: Sixth Amendment to Petaluma Services Agreement

I. BACKGROUND

In November 2004 the Board approved an agreement with the City of Petaluma in which the Agency agreed to provide Household Hazardous Waste (HHW) services to Petaluma residents for calendar year 2005. The cost for this service was paid directly by the City of Petaluma, instead of through the tipping fee surcharge, as Petaluma's solid waste bypasses the County disposal system.

The 1st Amendment to the Agreement, approved in November 2005, extended the term until the end of FY 05-06 (June 30, 2006).

The 2nd Amendment (revised) to the Agreement, approved in April 2006, extended the term until the end of FY 06-07 (June 30, 2007) and added all Agency surcharge-funded services, in addition to HHW services.

The 3rd Amendment (revised) to the Agreement, approved in May 2007, extended the term until the end of FY 07-08 (June 30, 2008).

The 4th Amendment (revised) to the Agreement, approved in May 2008, extended the term until the end of FY 08-09 (June 30, 2009).

The 5th Amendment to the Agreement, approved in May 2009, extended the term until the end of FY 09-10 (June 30, 2010).

II. DISCUSSION

The City of Petaluma indicated they would like to continue paying directly for Agency services as it has for the past five years. Staff is bringing a draft Amendment to agreement for consideration for approval at the April meeting. The schedule for this amendment would be for the Agency Board to consider the Sixth Amendment to the Agreement on April 21, 2010 with the City Council of Petaluma considering the Amendment at a later council date.

During the term of the Sixth Amendment, Petaluma would provide monthly solid waste tonnage reports to the Agency for AB939 reporting purposes and to establish subsequent compensation amounts.

III. FUNDING IMPACT

Petaluma's direct payment for Agency services - based on tons of solid waste disposed within calendar year 2009 - is calculated to be \$168,446 based upon a \$5.95/ton tipping fee surcharge placed on 28,310 tons.

Petaluma's direct payment for Agency services - based on tons of solid waste disposed within calendar year 2009 - is calculated to be \$168,446 based upon a \$5.95/ton tipping fee surcharge placed on 28,310 tons.

Compensation for services is calculated using the tipping fee surcharge, for the term of the amendment (FY 10-11) applied to the actual tonnage of solid waste disposed by the City of Petaluma's franchised waste hauler, GreenWaste Recovery, Inc. during the prior calendar year (2009), with payments to be made to the Agency by Petaluma on a quarterly basis.

IV. RECOMMENDED ACTION/ALTERNATIVES TO RECOMMENDATION

Approve the Sixth Amendment to the Petaluma Services Agreement and direct staff to work with Petaluma's representatives to present the Sixth Amendment to the Petaluma City Council for its approval.

V. ATTACHMENTS

Draft Sixth Amendment to the Petaluma Services Agreement
Exhibit A
Resolution

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

SIXTH AMENDMENT TO AGREEMENT

Household Hazardous Waste and AB 939 Program Services

This Sixth Amendment to Agreement, effective the 1st day of July, 2010, ("Effective Date"), is made and entered into by and between the City of Petaluma, a municipal corporation and a charter city, hereinafter referred to as "CITY," and the Sonoma County Waste Management Agency, a joint powers agency, hereinafter referred to as "AGENCY."

WHEREAS, CITY and AGENCY entered into an Agreement effective January 1, 2005 and terminating on January 1, 2006, governing the use of AGENCY's Household Hazardous Waste Facility (hereinafter the "Agreement"); and

WHEREAS, CITY and AGENCY approved the First Amendment to the Agreement to extend the term of the Agreement for an additional six (6) months, until June 30, 2006; and,

WHEREAS, CITY and AGENCY approved the Second Amendment to the Agreement to (1) add additional services for compliance to the requirements mandated by AB 939, (2) compensate the Agency for services managed and performed by the Agency, and (3) extend the term of the Agreement for an additional twelve (12) months, until June 30, 2007; and,

WHEREAS, CITY and AGENCY approved the Third Amendment to the Agreement to compensate the Agency for services managed and performed by the Agency, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2008; and,

WHEREAS, CITY and AGENCY approved the Fourth Amendment to the Agreement to compensate the Agency for services managed and performed by the Agency, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2009; and,

WHEREAS, CITY and AGENCY approved the Fifth Amendment to the Agreement to compensate the Agency for services managed and performed by the Agency, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2010; and,

WHEREAS, CITY and AGENCY wish to amend the Agreement a sixth time (in this Sixth Amendment) to adjust the compensation to the Agency for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2011.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Sixth Amendment, AGENCY and CITY agree as follows:

Section 1. Section 2. of the Agreement, "Compensation; Business Tax Certificate," is amended to read as follows:

2. Compensation

- A. For the full performance of the Services as described herein, City shall compensate Agency One Hundred Sixty Eight Thousand, Four Hundred forty-six dollars (\$168,446) under the terms defined in Exhibit A. Payment of this amount is due in four equal quarterly installments, upon invoice, beginning July 1, 2010.

- B. Agency shall be compensated for services in addition to those described in Exhibit A, only if Agency and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$168,446 without prior written consent of the City Manager.

Section 2. Section 3 of the Agreement, "Term," is amended to read as follows:

3. Term. The term of this Agreement commences on the effective date of July 1, 2010 and terminates at midnight on June 30, 2011, unless extended or terminated sooner pursuant to the provisions of this Agreement.

Section 3. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to the Agreement to be executed as of the date first set forth above.

CITY OF PETALUMA

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

City Manager

Agency Chair

APPROVED AS TO FORM:

Agency Counsel

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED:

Risk Manager

APPROVED:

Finance Director

Exhibit "A" – Sixth Amendment

Services and Compensation

Under the terms of this agreement, the Sonoma County Waste Management Agency (SCWMA) shall allow the City and its residents the use of the Household Hazardous Waste (HHW) Facility at the Central Disposal Site, without additional charge during the term of the Agreement. City residents shall be provided any other privilege or right enjoyed by other member agencies of the Sonoma County Waste Management Agency regarding the promotion and use of the HHW Facility at the Central Disposal Site.

Services provided by this agreement shall also include educational efforts, recycling and other waste diversion services, compliance with AB 939 reporting requirements and any updates necessary to state and/or county planning documents on behalf of City as required by the Countywide Integrated Waste Management Plan and state regulations.

The annual compensation for services shall be calculated by applying the SCWMA tipping fee surcharge rate on the actual tonnages of solid waste disposed of by the City of Petaluma's franchised waste hauler, GreenWaste Recovery, Inc. during the period of January 2009 through December 2009.

Petaluma's franchised waste hauler disposed of 28,310 tons of solid waste during the period January 2009 through December 2009. The tipping fee surcharge will be \$5.95/ton during the term of the Sixth Amendment; therefore, Petaluma's compensation for solid waste tonnage to the Agency is not to exceed \$168,446, due in four equal quarterly installments, or upon invoice, beginning July 1, 2010.

During the 2010 calendar year, the City of Petaluma shall provide the Agency with monthly reports of solid waste tonnage disposed by its franchised waste hauler by the 20th of each following month for AB 939 reporting purposes.

RESOLUTION NO.: 2010-

DATED: April 21, 2010

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") APPROVING THE SIXTH AMENDMENT TO THE AGREEMENT FOR AB
939 AND HOUSEHOLD HAZARDOUS WASTE FACILITY SERVICES, BY AND
BETWEEN THE AGENCY AND THE CITY OF PETALUMA

WHEREAS, on November 17, 2004 the Agency authorized the Agency Chair to sign a contract with the City of Petaluma, which was subsequently amended in November 2005, April 2006, May 2007, May 2008, May 2009; and

WHEREAS, the contract, as amended, allows the citizens of Petaluma the use of the Household Hazardous Waste Facility and includes other Agency services funded by the Agency's tipping fee surcharge; and

WHEREAS, the amount of the contract is \$168,446.17 for FISCAL YEAR 10-11, which is an alternative funding source in lieu of the portion of tipping fees no longer available with the City of Petaluma's outhaul of solid waste; and

WHEREAS, the City of Petaluma and the Agency agree to extend the Agreement for Household Hazardous Waste program and other Agency services for an additional twelve (12) months, until June 30, 2011

NOW, THEREFORE, BE IT RESOLVED that the Agency hereby approves the Sixth Amendment to the Agreement for AB 939 and Household Hazardous Waste Facility Services with the City of Petaluma.

MEMBERS:

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

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

SO ORDERED

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

ATTEST:

DATE:

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



Agenda Item #: 12
Cost Center: Education
Staff Contact: Chilcott
Agenda Date: 4/21/2010

ITEM: Request for Proposals for Spanish Language Outreach Services

I. BACKGROUND

Spanish language outreach is part of the implementation of one of the Countywide Integrated Waste Management Plan (CIWMP) objectives: "Identify effective communication strategies and implement programs to encourage behaviors that reduce, reuse, and recycle products and materials in non-English speaking communities." Sonoma County's Spanish-speaking population is growing at a rate of over 8% per year, and is currently estimated at well over 20% of the County's population. Reflecting the goals in the CIWMP, the Agency Work Plan 10-11 includes Spanish Language Outreach Services.

October 2006-June 2008: Spanish Language Eco-Desk Pilot Project

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

June 2008-present: Spanish Language Outreach Service Contract

Employing a competitive process, C² Alternative Services was awarded a 2-year contract for Spanish Language Outreach expiring June 30, 2010. The \$24,000 annual contract was funded by the HHW Cost Center with CalRecycle Used Oil Grant money (\$15,000) and the Education Cost Center (\$9,000) in FY 08-09 and FY 09-10. At the February 17, 2010 meeting, Board members approved the Work Plan for FY 10-11 which allocated \$24,000 for Spanish Language Outreach funded by the HHW Cost Center with CalRecycle Used Oil Grant money (\$18,886) and the Education Cost Center (\$5,114).

II. DISCUSSION

Agency staff has had a long history with C² Alternative Services, working with Hugo Mata, and has been extremely pleased with their performance. However, the current contract does not allow for extensions and it is necessary to change the scope of work to reflect a greater contribution in FY 10-11 from CalRecycle Grant funded Used Oil education. In addition, the current scope of work does not include the distribution of the Spanish Recycling Guide.

The attached Request for Proposals package includes the following:

RFP Table of Contents	Pages
General information and instructions	1-6
Exhibit A: History and Experience including detailed information about the history of the project, description of services required and the evaluation criteria.	7-11
Exhibit B: Proposal Authorization and Acknowledgement Form	12-13
Exhibit C: Agreement for Professional Services	14-20

If the Spanish Language Outreach Services RFP is approved, staff intends to distribute it to the Sonoma County Latino Service Provider list serve, the California Household Hazardous Waste list serve, and to the current contractor.

The intent is to award a new contract at the June 16, 2010 Board meeting to avoid a delay in service.

III. FUNDING IMPACT

The Work Plan for FY 10-11 allocates \$24,000 for Spanish Language Outreach funded by the HHW Cost Center with CalRecycle Used Oil Grant money (\$18,886) and the Education Cost Center (\$5,114).

As this contract is for two-years, staff anticipates that a similar level of funding will be available in the FY11-12 budget.

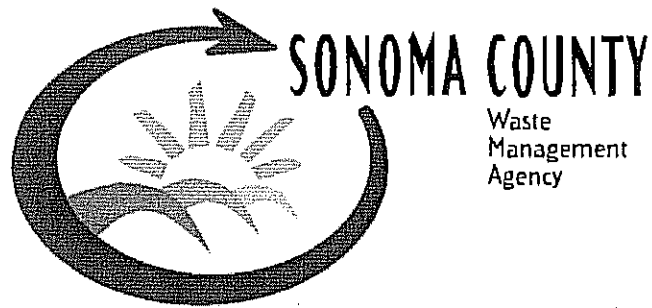
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Agency staff recommends approving distributing the attached Request for Proposals for Spanish Language Outreach Services.

V. ATTACHMENTS

Proposed Request for Proposals for Spanish Language Outreach Services for Used Motor Oil/Filter Recycling and Solid Waste Recycling for the Sonoma County Waste Management Agency

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



**REQUEST FOR PROPOSALS FOR
SPANISH LANGUAGE OUTREACH SERVICES
FOR
USED MOTOR OIL/FILTER RECYCLING
AND
SOLID WASTE RECYCLING
FOR THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

Proposals due 5:00 p.m. on May 21, 2010

Submit proposal to:

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

1.	INTENT AND BACKGROUND.....	2
1.1	Definitions	2
1.2	Overview of Requested Services	2
2.	GENERAL INFORMATION.....	2
2.1	Questions.....	2
2.2	AGENCY Contact for Information.....	2
2.3	Appeals Process.....	3
2.4	Confidentiality	3
3.	INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL.....	4
3.1	Submittal Rules.....	4
3.2	Evaluation Process.....	4
3.3	Rights of the AGENCY	4
4.	PROPOSAL REQUIREMENTS.....	5
4.1	Submission Requirements.....	5
4.2	Insurance	6
4.3	Agreement for Consulting Services.....	6
5.	SCHEDULE	6
	Exhibit A: History and Experience/Outreach Plan and Budget	7
	History and Experience.....	10
	Outreach Plan and Budget	11
	Exhibit B: Proposal Authorization and Acknowledgement Form	12
	Exhibit C: Agreement for Professional Services.....	14

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

AGENCY: The Sonoma County Waste Management Agency, a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.

CalRecycle: The Department of Resources Recycling and Recovery (CalRecycle) is responsible for solid waste management activities in California.

1.2 Overview of Requested Services

The Sonoma County Waste Management Agency (AGENCY) is seeking a two-year agreement for \$24,000 annually with a CONTRACTOR to conduct Spanish language outreach services for used motor oil/filter recycling and solid waste recycling activities in Sonoma County.

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

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

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

Questions must be submitted no later than 3:00 p.m. on **May 6, 2010**; no response will be made to questions submitted after this date. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address by **May 6, 2010** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving a RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

2.2 AGENCY Contact for Information

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

2.3 Appeals Process

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

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

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

2.4 Confidentiality

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

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

3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

3.1 Submittal Rules

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

1. All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile or emailed proposals will be accepted.
2. One (1) copies of the proposal shall be submitted to the AGENCY no later than **5:00 p.m.** on the time clock located at 2300 County Center Drive, Suite B100, Santa Rosa, California, on **May 21, 2010**. The package of proposals must be clearly labeled on the outside with the name and the address of the firm submitting the proposal with the words: "Spanish Language Outreach Services" in the address. Proposals must be addressed and delivered to the AGENCY contact found in Section 2.1 above.
3. Each proposal shall be printed on 8 1/2" by 11" paper, double-sided where appropriate, or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content.
4. Each proposal shall include all information required by this RFP and any subsequent addenda.
5. Proposals received after the required submittal date will be rejected and will be returned unopened. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Evaluation Process

The AGENCY shall evaluate each proposal. All determinations with regard to the evaluation of proposals will be at the sole discretion of the AGENCY. Each proposal shall first be evaluated for completeness and for compliance with the requirements of this RFP. The AGENCY will then evaluate the benefit of the proposed services described in the proposal to the AGENCY and its citizens. For Evaluation Criteria, refer to page 9.

3.3 Rights of the AGENCY

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

1. Award an agreement for services described in this RFP.
2. Reject all proposals and not award an agreement.
3. Reject any proposal.
4. If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
5. Waive defects and/or irregularities in any proposal.

6. Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
7. Conduct interview(s) with any PROPOSER(s).
8. Negotiate terms and conditions that are different from those described in this RFP and Agreement.
9. Contact references provided and seek information from any client with which the PROPOSER has done business.
10. Take other such action that best suits the needs of the AGENCY and/or its citizens.

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

4. PROPOSAL REQUIREMENTS

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

4.1 Submission requirements

Please submit the following information:

- a) Complete a Letter of Submission
 - The proposal must contain a submission letter that contains the PROPOSER's unconditional acceptance of the performance obligations set forth in the RFP. An officer of the proposing entity authorized to bind the PROPOSER to the proposal terms must sign this letter.
 - The Letter of Submission shall also include a description of the ownership of the proposing company, including, but not limited to:
 - Official name and address. Indicate the type of entity and list its officers (e.g. corporation, partnership, sole proprietorship). Indicate the date and place of incorporation or organization.
 - If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
 - Federal Employer I.D. Number
 - Complete name, mailing address, phone number, fax number and email address (if available) of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.
- b) Complete the form "History and Experience" (Attachment A)
- c) Complete a sample "Outreach Plan and Budget" (Attachment A) specific to this project which includes budget allocations for meetings, staff time, media buys, reporting etc. Please make sure that the total budget does not exceed \$24,000. This draft outreach plan, once approved, will become your Scope of Work/Budget.
- d) Resumes of key personnel
- e) Complete Exhibit B: Proposal Authorization and Acknowledgement Form

4.2 Insurance

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

4.3 Agreement for consulting services

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

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
April 22, 2010	Distribution of RFP	AGENCY
May 6, 2010	Submit Written Questions	PROPOSER
May 21, 2010	Proposals Due	PROPOSER
June 16, 2010	Award of Agreement (tentative)	AGENCY

Exhibit A

History and Experience/Outreach Plan and Budget

ABOUT THE SONOMA COUNTY WASTE MANAGEMENT AGENCY:

The Sonoma County Waste Management Agency (SCWMA) is the joint powers authority of the nine incorporated cities and the County of Sonoma. The specific focus of the Agency's efforts is waste diversion required by State law AB939 in the following categories: wood waste, yard waste, household hazardous waste, education, diversion and planning.

Pertinent to this project, the Agency's programs include:

Eco-Desk Hotline 565-DESK(3375)—The Eco-Desk is a telephone based service answering questions about recycling, hazardous waste and other disposal issues. The Eco-Desk is comprised of an English language voice mailbox system where callers can listen to pre-recorded information before leaving a message. Calls are returned by the next business day. The Spanish Eco-Desk 565-3375 option #2 was added in October 2006. Spanish speaking callers are routed to a bi-lingual solid waste management specialist. All Eco-Desk calls are recorded on a provided Access Database.

Web site www.recyclenow.org— Eco-Desk resources are available on-line through a database search function. Currently, there is no Spanish version of the web site.

Recycling Guide—The Sonoma County Recycling Guide is a 32-page annual resources that compliments the Eco-Desk and web site. The entire Recycling Guide will be translated into Spanish in FY 10-11.

ABOUT THE AGENCY'S USED OIL RECYCLING PROGRAM:

Funded by block grants from CalRecycle, the Agency operates a program to encourage recycling opportunities and help prevent illegal disposal for used motor oil and filters. Since 2003, C² Alternative Services, a contractor, has assisted staff of the Sonoma County Waste Management Agency with administrative tasks including auditing oil recycling centers and coordinating oil recycling publicity. C² Alternative Services contract for services will expire on June 30, 2011.

PILOT ECO-DESK SPANISH LANGUAGE PROJECT BACKGROUND:

In October 2006, the Agency awarded a contract to C² Alternative Services to conduct a pilot Spanish Eco-Desk project test outreach to Spanish-speaking residents to increase used oil and solid waste recycling using social marketing outreach.

We learned from the pilot project that the budget would look differently for future Spanish language outreach efforts to reflect more media and community based social marketing activities, more translation services for Agency publications and a reduced budget for answering Eco-Desk calls.

SPANISH LANGUAGE OUTREACH PROJECT BACKGROUND:

Employing a RFP process, C2 Alternative Services was awarded a two-year Spanish Language Outreach Contract in 2008. The two-year \$48,000 contract which will expire on June 30, 2010 was paid for with CIWMB Used Oil Grant money (62.5%) and through the Agency's Education budget (37.5%).

Tasks and related budget for one year in the current Pilot Eco-Desk Spanish Language Scope of Work include:

Task	Cost in current Spanish Language Outreach contract
Media and Community Based Social Marketing <ul style="list-style-type: none">• Maintain and develop relationships with appropriate available media.• Interviews, media appearances, feature stories.	\$18,075

<ul style="list-style-type: none"> Person to person outreach through such venues as events. 	
Answer hotline calls <ul style="list-style-type: none"> Calls will be answered by bilingual staff (Spanish/ English) 9am to 5pm Monday-Friday. Messages left outside these hours will be answered the following business day. All calls will be logged including data categories consistent with those used for other Eco-Desk calls. Consult SCWMA staff and other sources to obtain information for callers. Monitor data to determine which outreach methods/ media are generating calls. 	\$2,300
Assist Agency staff with Spanish-language outreach <ul style="list-style-type: none"> Attend planning meetings and brainstorming sessions with Agency staff, both formal and informal. Provide translation services as needed. 	\$1,420
Reporting and administration Record-keeping including any forms required by CIWMB or other grants. Progress memos, communication with staff.	\$2,205
Total	\$24,000

DESCRIPTION OF SERVICES REQUIRED:

Sonoma County's Spanish-speaking population is growing at a rate of over 8% per year, and is currently estimated at well over 20% of the County's population. This effort is part of the implementation of one of the Countywide Integrated Waste Management Plan objectives to "Identify effective communication strategies and implement programs to encourage behaviors that reduce, reuse, and recycle products and materials in non-English speaking communities. "

The Agency is seeking a contractor to enter into a two-year agreement for \$24,000 each year. This contract would be paid for with money from the CIWMB Funded Used Oil Block Grant (\$18,886) and the Sonoma County Waste Management Agency Education Budget (\$5,114). The Scope of Work for this project would include the following activities:

- To develop and maintain relationships with Hispanic media (radio, newspaper and TV) including determining target audiences, doing media appearances, feature stories, etc.
- To conduct person-to-person outreach through public event venues, businesses and other locations frequented by Spanish-speaking people.
- To answer the Spanish Eco-Desk 565-3375 option #2 and record these calls in a provided Access database.
- To consult with Agency staff and other sources to obtain information as needed for Eco-Desk callers.
- To monitor Eco-Desk caller referrals to determine which outreach methods are generating calls.
- To provide Spanish translations services to Agency staff as needed for various outreach materials.
- To assist in preparation and manage distribution of the Spanish Recycling Guide to residents in Sonoma County.
- To keep records, including any forms required for reimbursement for the CalRecycle Used Oil Grant program.
- To write progress reports as required for reporting to the Sonoma County Waste Management Agency Board Members and for the CalRecycle Used Oil Block Grant program.
- To prepare press releases as needed throughout the project.
- To prepare an outreach/media buy plan of all activities, not to exceed \$24,000, including staff time.

EVALUATION CRITERIA:

To enable the SCWMA to evaluate potential contractors, please address each of the items below. SCWMA staff will evaluate the Proposals based on completeness of answers to the items below and use of the following scoring criteria. Each question (1-8) will be scored with a maximum score of 100 points being possible. Proposals must score at least 75 points to be considered for the contract.

HISTORY AND EXPERIENCE:

Please provide brief answers to the following questions:

Question 1 (5 points): General questions	
How long practicing business?	
How many employees (if any)?	
Principal hourly rate?	Staff hourly rate?
Question 2 (10 points): Experience working with government departments	
Have you worked with government agencies before? Please describe.	
If yes, name agency/ office and date worked _____	
Reference name _____ Reference phone _____	
Question 3 (15 points): Experience conducting Spanish language education specific to used oil recycling	
Experience conducting bi-lingual and/or Spanish language outreach specific to used oil recycling?	
If yes, explain? _____	
Date worked _____	
Reference name _____ Reference phone _____	
Question 4 (15 points): Experience conducting Spanish language education specific to solid waste and recycling	
Experience conducting bi-lingual and/or Spanish language outreach specific to solid waste and recycling?	
If yes, explain? _____	
Date worked _____	
Reference name _____ Reference phone _____	
Question 5 (10 points): Experience working with local Spanish media	
Experience working with local Spanish media?	
Question 6 (10 points): Familiarity with solid waste management recycling and solid waste activities in Sonoma County	
Question 7 (5 points): Are any modifications requested to the Agreement for Spanish Language Outreach Services	

OUTREACH PLAN AND BUDGET

Company name _____ Contact person _____

Question 8 (30 points): Outreach plan and budget

Please complete a sample outreach plan and budget specific to this project which includes budget allocations for meetings, staff time, media buys, reporting etc. Please make sure that the total budget does not exceed \$24,000. This draft outreach plan, once approved, will become your Scope of Work/Budget.

Exhibit B

Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER _____

ORGANIZATION _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Professional Services (Exhibit C) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until _____, 2010 (minimum of 120 days from submittal).
5. The undersigned acknowledges that the Agency reserves the following rights and options related to proposals submitted in response to the RFP:
 - Award an agreement for services described in this RFP.
 - Reject all proposals and not award an agreement.
 - Reject any proposal.
 - If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
 - Waive defects and/or irregularities in any proposal.
 - Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
 - Conduct interview(s) with any PROPOSER(s).
 - Negotiate terms and conditions that are different from those described in this RFP and Agreement.
 - Contact references provided and seek information from any client with which the PROPOSER has done business.
 - Take other such action that best suits the needs of the AGENCY and/or its citizens.

Form of Agreement

_____ The undersigned has carefully reviewed the forms of Agreement contained in the RFP and is prepared to agree to the terms and conditions stated therein.

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

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____ (optional)

Signature: _____ Date: _____

Exhibit C

Agreement for Professional Services

This agreement ("Agreement"), dated as of _____, 2010 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and _____, a (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Spanish Language Outreach Services for Used Motor Oil/Filter and Solid Waste Recycling and related services; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to conduct Spanish language outreach activities in Sonoma County

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

AGREEMENT

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from Agency.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Agency to be key personnel whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.

c. In the event that any of Contractor's personnel assigned to perform services under

this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

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

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

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

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

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

3. Term of Agreement. The term of this Agreement shall be from _____ to _____, with annual extensions upon mutual agreement unless terminated earlier in accordance with the provisions of Article 4, below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation

incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the performance of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole negligence or willful misconduct of Agency. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to Agency, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

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

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

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

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

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

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

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

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

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the Agency for the duration of this Agreement.

b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

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

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

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

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

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

9. Representations of Contractor.

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

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

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

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

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

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due

performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency's right to terminate this Agreement pursuant to Article 4.

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

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

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

Phone: (707) 565-3668
FAX: (707) 565-3701

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair, SCWMA

CONTRACTOR:

By: _____
Name: _____
Title: _____

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

By: _____
Interim Executive Director, SCWMA

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel