

SONOMA COUNTY WASTE MANAGEMENT AGENCY

June 16, 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

Estimated Ending Time 12:00 p.m.

****UNANIMOUS VOTE ITEM #8**

- | | <u>AGENDA</u> | <u>ACTION</u> |
|----|---|---------------|
| | <u>ITEM</u> | |
| 1. | Call to Order/Introductions | |
| 2. | Agenda Approval | |
| 3. | <u>Attachments/Correspondence:</u>
Director's Agenda Notes
Letter of Support for Amended Bill AB 2139 | |
| 4. | <u>On file w/Clerk: for copy call 565-3579</u>
Resolutions approved in May 2010
2010-011 Resolution Approving the Submittal of a Regional Application for the Used Oil Payment Program from the Department of Resources Recycling and Recovery (CalRecycle)
2010-012 Resolution Approving the 3 rd Amendment with VBN Architects for Professional Services
2010-013 Resolution Authorizing the Executive Director to Sign the Letter Agreement for Composting Educational Services with the Sonoma County University of California Extension | |
| 5. | Public Comments (items not on the agenda) | |

CONSENT (w/attachments)

Discussion/Action

- 6.1 Minutes of May 19, 2010
- 6.2 Carryout Bag Update
- 6.3 FY 08-09 Audit
- 6.4 SCC Monthly Report for March 2010
- 6.5 Appropriation Transfer - Planning

REGULAR CALENDAR

- | | | |
|-----|---|-------------------------------------|
| 7. | Sonoma County/City Solid Waste Advisory
[Barbose] | Discussion/Action
PLANNING |
| 8. | Yard Debris Appropriation Transfer
[Fisher](Attachment) | UNANIMOUS VOTE
YARD |
| 9. | Virginia Porter, incoming Executive Director, RRWA.
Presentation "The Russian River Watershed Awareness
Survey" | Presentation |
| 10. | Presentation by Organics Diversion Subcommittee
of the AB 939 Local Task Force | Presentation
ORGANICS |
| 11. | Confirmation of AB 939 Local Task Force Bylaws
Amendment (continued from May)
[Carter](Attachment) | Discussion/Action
DIVERSION |
| 12. | SCWMA Alternative Funding
[Carter](Attachment) | Discussion/Action
ADMINISTRATION |
| 13. | Award E-waste Collection Event Contract
[Steinman](Attachment) | Discussion/Action
HHW |
| 14. | Revised 6 th Amendment to Household Hazardous
Waste and AB 939 Program Services Agreement
with Petaluma
[Klassen](Attachment) | Discussion/Action
ADMINISTRATION |
| 15. | Award Spanish Outreach Contract
[Chilcott](Attachment) | Discussion/Action
EDUCATION |
| 16. | Boardmember Comments | |
| 17. | Staff Comments | |
| 18. | Next SCWMA Meeting July 21, 2010 at new location | |
| 19. | Adjourn | |

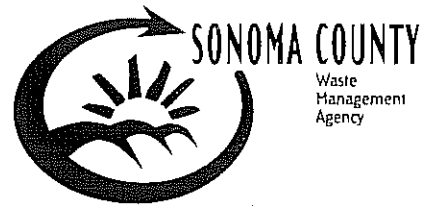
CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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

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

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

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



TO: SCWMA Board Members

FROM: Susan Klassen, Interim Executive Director

SUBJECT: JUNE 16, 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 May 19, 2010
- 6.2 Carryout Bag Update Updates Board members on the status of carryout bag ordinances and related recycling and reduction efforts
- 6.3 FY 08-09 Audit The FY 08-09 audit of SCWMA financial activities is attached for Board information.
- 6.4 SCC Monthly Report for March 2010 This monthly report is submitted as a condition of the composting agreement with Sonoma Compost Company.
- 6.5 Appropriation Transfer – Planning During the FY 09-10 budget development, the expenses of the Countywide Integrated Waste Management Plan amendment were calculated using estimates based on information available at that time. With continued evolution, the planned funding proved to be inadequate. In preparing for the end of the fiscal year, it will be necessary to use reserve funding to cover the expenditures that were not included as a part of the planned project. Since the Household Hazardous Waste Element was included in the amendment, staff is proposing to use reserve funds from the Household Facility Reserve by submitting an appropriation transfer in the amount of \$15,000 for Board approval.

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. Yard Debris Appropriation Transfer At the time the FY 09-10 Budget was prepared the anticipated tonnage of material to be processed by Sonoma Compost Company and hauled by West Sonoma County Transport was 87,800. There are three impacts to the Yard Debris cost center that necessitate an appropriation transfer of funds from the undesignated fund balance in the Yard Debris cost center into Contract Services. They are: payment of invoices from FY 08-09, underestimating the cost of processing organics at the composting facility and increased costs for transportation of green waste from the transfer stations to the composting site. The total of the appropriation transfer is \$538,273. **Recommended Action: Staff recommends approving the appropriation transfer with a UNANIMOUS VOTE.**
- 9. Presentation by Virginia Porter, incoming Executive Director, "The Russian River Watershed Awareness Survey"

10. Presentation by Organics Diversion Subcommittee of the AB 939 Local Task Force The subcommittee will discuss their findings regarding volumes of organic waste currently landfilled and the current and future capacity of facilities needed to divert organic materials.

11. Confirmation of AB 939 Local Task Force Bylaws Amendment This item was continued from the May 19, 2010 meeting. The transmittal includes a membership list, brief history of the committee, and discussion of the statutory requirements of the LTF membership. A representative of the LTF will be present to discuss the rationale of the LTF recommended approved changes. **Staff recommendation: Confirmation of the amended Sonoma County Local Task Force on Integrated Waste Management Bylaws.**

12. SCWMA Alternative Funding Staff has prepared a presentation to illustrate the proposed changes to the Agency revenue collection system. If the recommended system is chosen by the Board, staff has outlined a series of next steps for the Board to consider, including cursory research of franchise agreements throughout the county, meeting with in-county haulers and processors, and developing an ordinance which would accomplish the Board's direction. **Staff recommendation: Selection of Scenario 3 as the funding model for the new Agency Fee and giving staff direction to proceed with the next steps as outlined above.**

13. Award E-waste Collection Event Contract On May 3, 2010, the Agency issued a RFP for Electronic Waste Collection Event Services. The RFP was seeking both a primary Contractor and "back-up" Contractor to hold E-waste Collection Events. Four proposals were received by the deadline of May 26, 2010. Goodwill Industries of the Redwood Empire was the highest ranking proposer and ECS Refining ranked second. **Staff recommendation: Awarding to Goodwill Industries of the Redwood Empire, the highest ranking Proposer, the two year Contract for E-waste Collection Event Services and authorizing the Chair to sign the Agreement. Awarding ECS Refining, the second ranking proposer, the "back-up" Contract for E-waste Collection Event Services and authorizing the Chair to sign the Agreement.**

14. Revised 6th Amendment to Household Hazardous Waste and AB 939 Program Services Agreement with Petaluma At the request of Vince Marengo, representative from the City of Petaluma, the Revised Sixth Amendment to Petaluma Services Agreement is being brought back for Board consideration. The City of Petaluma will continue to pay directly for Agency services as it has for the past five years. The requested change is modification of the basis for charging for the services; changing from using tonnage from the prior calendar year to a monthly calculation during the current fiscal year. **Recommended Action: Staff recommends approving the Revised 6th Amendment to Household Waste and AB 939 Program Services Agreement with Petaluma.**

15. Award Spanish Outreach Contract On April 30, 2010, the Agency issued a RFP for Spanish Language Outreach Services. One proposal was received from the current contractor, C2 Alternative Services. **Staff recommendation: Awarding to C2 Alternative Services a two-year Contract for Spanish Language Outreach Services and authorizing the Chair to sign the Agreement.**

June 2, 2010

The Honorable Felipe Fuentes
Chair of the Assembly Appropriations Committee
Room 2114, State Capitol
Sacramento, CA 95814
FAX: (916) 319-2139



RE: AB 2139 (Chesbro) Product Stewardship Act – Support

The Honorable Chair Fuentes:

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 am pleased to inform you that the SCWMA has taken a Support position on AB 2139, a bill that will require product stewardship approach to better manage specified wastes banned from landfill disposal: anti-freeze, sharps, and propane tanks of 1.5 quarts and under.

Manufacturers of these products are the only ones who can change the product design to reduce end of life dangers and costs to manage. Currently, the costs of managing these products has been externalized onto the general taxpayer and ratepayers so producers have no financial incentive to be concerned about how much it costs to safely dispose of their products. Stewardship will ensure that the cost for end of life management is included in the product price where consumers can make a fully informed decision on lifecycle costs, not a burden externalized onto the general taxpayers or garbage ratepayers.

AB 2139 will also create green jobs collecting and recovering these products in the private sector and will help protect public health and California's environment by ensuring that these products are safely managed.

AB 2139 envisions a program funded/operated by the private sector with limited governmental involvement, thereby saving money for both state and local governments.

For the above reasons, the SCWMA strongly supports AB 2139.

Sincerely,


Susan Klassen, Interim Executive Director
Sonoma County Waste Management Agency

Cc: Assemblymember Wesley Chesbro (FAX: 916-319-2101)



MINUTES OF MAY 19, 2010

The Sonoma County Waste Management Agency met on May 19, 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	Linda Babonis
City of Santa Rosa	Dell Tredinnick
City of Sebastopol	Jack Griffin
City of Sonoma	Steve Barbose
County of Sonoma	Phil Demery

STAFF PRESENT:

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

1. CALL TO ORDER MEETING/INTRODUCTIONS

The meeting was called to order at 9:00 a.m.

Chair Christa Johnson welcomed returning Agency Boardmember Linda Babonis, representing Rohnert Park.

2. AGENDA APPROVAL

Chair Christa Johnson rearranged the agenda so that unanimous vote item #9 would be addressed following item #7, and item #13 would be addressed prior to item #12. The minutes will reflect those changes.

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 April, 2010, on file with the clerk.

5. PUBLIC COMMENTS (items not on the agenda)

None.

CONSENT

6.1 Minutes of April 21, 2010

6.2 FY 09-10 Third Quarter Financial Report

- 6.3 Adoption of AB 939 Local Task Force Revised By-laws
- 6.4 Resolution of Oil Payment Program
- 6.5 Proof of Designation for Non-profit E-waste Collection
- 6.6 Carryout Bag Update
- 6.7 SCC Monthly Report for February 2010
- 6.8 3rd Amendment to VBN Contract

Vince Marengo, Petaluma, pulled Item #6.3 for questions.

Steve Barbose, City of Sonoma, moved to approve the remaining items on the Consent Calendar. Dell Tredinnick, City of Santa Rosa, seconded. Consent items 6.1, 6.2, 6.4, 6.5, 6.6, 6.7, 6.8 approved with a unanimous vote.

6.3 Adoption of AB 939 Local Task Force Revised By-laws

Patrick Carter presented the history of the AB 939 Local Task Force (LTF). At the February meeting, the advisory group voted to amend the by-laws. When the by-laws are amended, they have to be confirmed by both the Sonoma County Board of Supervisors (BOS) and the Board of Directors of the Sonoma County Waste Management Agency. The membership is confirmed by the BOS every three years.

The amendment addresses the membership section of the by-laws, specifically concerning some positions, which are outdated. The commercial garbage haulers in the rural areas and the urban areas are proposed to be replaced with franchised haulers and non-franchised haulers. The Sonoma County Environmental Forum position is proposed to be replaced with a climate change organization because the Sonoma County Environmental Forum no longer exists. The recommending agency for some of the other positions was replaced with the BOS.

The LTF also proposed to be able to recommend interested candidates for positions to the BOS.

Public Comments

Ken Wells, Guiding Sustainability, explained the intent of the composition of the LTF's membership was to have a wide variety of representation of all the stakeholders in the solid waste industry.

Susan Klassen, Interim Executive Director, asked Mr. Wells if he could comment about the development and purpose of these positions.

Ken Wells confirmed the Sonoma County Environmental Forum no longer exists. Climate protection is clearly a bigger issue now than it was in 1992 when the LTF began. The membership positions have evolved over the past 20 years and have changed a number of times

Ernie Carpenter stated there are non-exclusive franchise haulers who collect construction and demolition materials and as well as single stream commercial recycling.

Discussion

Staff was given direction to return to the June SCWMA meeting with the original AB 939 LTF membership list, a red-line version of the proposed changes to the membership and an explanation of the rationale behind the proposed changes to the membership. The Chair or Vice Chair of the LTF will be invited to attend the meeting to answer questions. This item continued to June meeting.

Phil Demery requested that staff provide a comparison of the statutory requirement of AB 939 versus the other duties that have been assigned to the group.

REGULAR CALENDAR

7. SONOMA COUNTY/CITY SOLID WASTE ADVISORY GROUP

Steve Barbose, City of Sonoma, is serving as liaison for SCWMA to the SWAG. His report is as follows:

County Counsel gave an update on the status of the tolling agreement. The proposals have been received and the BOS will select a contractor in June.

There was discussion about adding additional representatives on behalf of the City Managers and City Attorneys group.

There were two reports from community groups, The Garbage Group and the Local Task Force.

Next SWAG meeting is June 11, 2010 at 2:00 p.m., location yet to be determined.

9. CONTRACT EXTENSION WITH CLEAN HARBORS

Lisa Steinman explained the current contract with Clean Harbors expires on January 6, 2011. In a letter dated 3/26/2010, Clean Harbors offered to extend the current contract rates and terms for an additional two-year period. The letter also offered three additional one-year extension options. Prior to each one year optional extension period, Clean Harbors requested a rate increase based on the Consumer Price Index and the ability to request fuel cost recovery if the national average cost of diesel rises above \$3.50 per gallon. The requested rate increases would be mutually agreed upon between SCWMA and Clean Harbors at the time of the proposed extension.

Vince Marengo, City of Petaluma, moved to approve an extension of the term of the Agreement until January 6, 2013 without any changes to the current terms or conditions. Steve Barbose, City of Sonoma, seconded. Motion was approved with a unanimous vote.

Jack Griffin, City of Sebastopol, proposed amending the motion to extend the term of the Agreement until January 6, 2013, with the option of three, one-year extensions. Amended motion approved.

8. PRESENTATION BY YVONNE HUNTER, PROGRAM DIRECTOR, CALIFORNIA CLIMATE ACTION NETWORK, AND INSTITUTE FOR LOCAL GOVERNMENT

"COMMERCIAL RECYCLING: DISCUSSION OF SAMPLE COMMERCIAL RECYCLING ORDINANCE FROM THE INSTITUTE FOR LOCAL GOVERNMENT"

Yvonne Hunter, Program Director, California Climate Action Network, and Institute for Local Government gave a PowerPoint presentation and distributed copies of a sample of a Mandatory Commercial Recycling Ordinance.

Public Comments

Ken Wells, Guiding Sustainability, felt this would be a perfect opportunity to get the AB 939 Local Task Force involved and use their expertise.

Santa Rosa left the meeting at 10:35 a.m. (e.k.)

Recess from 10:35 to 10:45

11. UCCE AGREEMENT

Ms. Klassen explained SCWMA has worked in cooperation with UCCE for composting education services since June, 1997. The letter agreement has the goals of reducing organic matter by teaching home composting, and reducing the amount of toxics and pesticides that are used by home gardeners.

The letter proposed Agreement is for \$49,980 for three years, which is \$16,660 per year and is included in the FY 10-11 Work Plan and Budget.

Public Comments

Pam Davis, Northbay Corporation, complimented the Master Gardener's program and website.

Marsha Sue Lustig, City of Cotati, moved to approve the motion. Linda Babonis, City of Rohnert Park, seconded. The motion passed. (Santa Rosa absent)

10. SUSTAINABLE FUNDING PRESENTATION BY R3

Mr. Carter explained the Agency's programs for HHW, Education, Planning and Diversion are currently funded by a surcharge on the tip fee at the County-owned waste facilities in Sonoma County. A combination of increased diversion, decreased generation of waste due to the downturn of the economy, and an increasing competitiveness of solid waste facilities which receive the benefit of Agency services, but are not subject to the Agency surcharge has resulted in unsustainable decreases in Agency revenues.

R3 was hired in April 2009, to create a sustainable funding mechanism for the Agency. The resulting report details three scenarios for reconfiguring the Agency's revenue structure. Richard Tagore, R3, presented a visual overview and elaborated on the final report, which had been distributed to Boardmembers earlier.

Due to the complex nature of this topic, and meeting time constraints, this item was continued to the June 16, 2010 Agency meeting.

Public Comments

Ernie Carpenter commented on keeping the tipping fee surcharge at \$5.40/ton and impose a fee on the all haulers taking their waste out of the County.

Steve McCaffrey, Northbay Corporation, asked if the Consultant had looked at other counties who had tried a similar funding mechanism and failed. He stated a number of self-hauls are businesses like Costco and Safeway with large amounts of material leaving the County.

Tim Smith, former SCWMA Board member, said changing the funding mechanism only delays the death spiral but doesn't solve the problem if zero waste is the goal. The Agency will cease to exist in 2017 and this is a short term solution.

13. STAFFING SERVICES

Ms. Klassen explained this item was approved by the Agency Board at the April 2010 Agency meeting, however, when it was brought to the County Administrators Office they requested a modification to one section of the Agreement for the provision of staffing services. In the original Agreement, the Executive Director (ED) would be the appointing authority for support staff in its entirety. He/she would appoint new hires, supervise, review and discipline including potential termination. The modification is upon recommend termination of existing County staff, or future County staff, the Director of Public Works would need to concur with that decision as the appointing authority.

Janet Coleson said this modification was implied in the original Agreement with the definition of appointing authority found in the County's personnel rules which the ED has to follow. The ED will also be a County employee. In the Agreement, along with the appointing authority is implied the authority to terminate, the County Administrators Office is concerned about that one particular aspect. The modification says "with the exception of the power to terminate which shall be retained by the Director of the Department of Transportation and Public Works". The County wants that final check on the termination of an employee.

Ms. Coleson clarified the document put forth for approval is the Agreement with the modified language, not an amendment to the Agreement approved previously.

Nina Regor, City of Cloverdale, moved to approve the motion. Marsha Sue Lustig, City of Cotati, seconded. The motion passed. (Santa Rosa, absent)

County of Sonoma left the meeting at 11:40 a.m. (e.k.)

12. ESTABLISHING INTERVIEW PROCESS

Ms. Klassen presented information about screening potential applicants and provided different interview styles for the Agency Board to consider.

The Boardmembers agreed that Mike Kirn, City of Healdsburg, would assist the County of Sonoma, Human Resources Department screen the applications for minimum qualifications.

The interview panel will consist of Christa Johnson, Susan Klassen, Nina Regor, Vince Marengo and a technical expert to be invited.

The final interview of the top two or three candidates will be conducted by the entire Agency Board.

The interview panel members will recommend the interview style.

City of Cotati left the meeting at 11:45 a.m. (e.k.)

14. BOARDMEMBER COMMENTS

There were no Boardmember comments.

15. STAFF COMMENTS

Ms. Klassen asked if the Board desired to meet in July, which is traditionally a hiatus. As the Public Hearing for Receiving Comments on the Compost Relocation Project would not be available for the June 16, 2010 Agency meeting, it was decided to meet in July for the Public Hearing.

16. NEXT SCWMA MEETING JUNE 16, 2010, which is the last meeting to be held at the Laguna location.

17. ADJOURNMENT

Meeting adjourned at 11:44 a.m.

Respectfully submitted,
Elizabeth Koetke

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

- **Sample Mandatory Commercial Recycling Ordinance Powerpoint handout, Yvonne Hunter**
- **Sample Commercial Recycling Ordinance, Institute for Local Government**
- **Final Report – Sonoma County Waste Management Agency Funding Study by R3**



Agenda Item #: 6.2
Cost Center: Diversion
Staff Contact: Carter
Agenda Date: 6/16/2010

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

AB 1998 was heard by the Assembly Appropriations Committee on May 28, 2010. The bill has been amended to again ban plastic and compostable plastic carryout bags, impose a fee on paper bags, and regulate reusable bags. The bans and fees would be implemented January 1, 2012, and a biennial reusable bag manufacturer certification process would begin January 1, 2013. The bill also includes a provision preempting local government from enforcing any new or existing "ordinance, resolution, regulation, or rule on any store as defined by this chapter relating to reusable bags, single-use carryout bags, recycled paper bags, or any other bag referred to in this chapter unless expressly authorized by this division¹." A hearing is set for the bill in the full Assembly on June 1, 2010.

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

¹ http://www.leginfo.ca.gov/cgi-bin/postquery?bill_number=ab_1998&sess=CUR&house=B&author=brownley, retrieved June 1, 2010
2300 County Center Drive, Suite B100 Santa Rosa, California 95403 Phone: 707/565-3579 www.recyclenow.org

Sonoma County Waste Management Agency

**Annual Report
for the Fiscal Year Ended
June 30, 2009**



RODNEY A. DOLE
SONOMA COUNTY
AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

Sonoma County Waste Management Agency

**Annual Report
For the Fiscal Year Ended
June 30, 2009**

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RODNEY A. DOLE
AUDITOR-CONTROLLER
TREASURER -TAX COLLECTOR

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Treasurer-Tax Collector**
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ASSISTANT
TREASURER

PAM JOHNSTON
ASSISTANT
TAX COLLECTOR / AUDITOR

Members of the Board
Sonoma County Waste Management Agency

AUDITOR-CONTROLLER'S REPORT

We have audited the accompanying basic financial statements of the Sonoma County Waste Management Agency, (the Agency) as of and for the year ended June 30, 2009, as listed in the table of contents. These basic financial statements are the responsibility of the management of the Agency. Our responsibility is to express an opinion on these basic financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

As described in Note IV.B of the Notes to the Basic Financial Statements, the Auditor-Controller is mandated by various statutes within the California Government Code to perform certain accounting, auditing and financial reporting functions. These activities, in themselves, necessarily impair the auditor's independence. However, we believe adequate safeguards and divisions of responsibility exist.

In our opinion, except for the effects, if any, of the impairment to auditor independence, the basic financial statements referred to above present fairly, in all material respects, the financial position of the Agency as of June 30, 2009 and the respective changes in its financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The Management's Discussion and Analysis (MD&A) on pages 1 through 4 is not a required part of the basic financial statements but is supplementary information required by the Government Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the MD&A. However, we did not audit the information and express no opinion on it.

Sonoma County Auditor-Controller

June 1, 2010

Management's Discussion and Analysis

As management of the Sonoma County Waste Management Agency (the Agency) we offer readers of the Agency's financial statements this narrative overview and analysis of the financial activities of the Agency for the fiscal year ended June 30, 2009. We encourage readers to consider the information presented here in conjunction with the Agency's financial statements and the accompanying notes to the basic financial statements.

Financial Highlights

- The assets of the Agency exceeded its liabilities at the close of the most recent fiscal year by \$7,811,297 (net assets). Of this amount, \$7,811,297 (unrestricted net assets) or 100% may be used to meet the agency's ongoing obligations to citizens and creditors.
- The Agency's total net assets increased by \$674,128 or 9 %. This increase is a result of revenues exceeding expenses in the agency activities.

Overview of the Basic Financial Statements

This discussion and analysis is intended to serve as an introduction to the Agency's basic financial statements. The Agency's basic financial statements are comprised of two components: 1) proprietary fund financial statements and 2) notes to the financial statements.

Proprietary Fund Financial Statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Agency maintains one type of proprietary fund. The Agency uses enterprise funds to account for its agency activities, which include waste management.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the fund financial statements.

Financial Analysis

As noted earlier, net assets may serve over time as a useful indicator of financial position. In the case of the Agency, assets exceeded liabilities by \$7,811,297 at the close of the most recent fiscal year.

	Net Assets	
	<u>2009</u>	<u>2008</u>
Current and other assets	\$ <u>8,536,366</u>	\$ <u>7,732,676</u>
Total assets	8,536,366	7,732,676
Liabilities outstanding	<u>725,069</u>	<u>595,507</u>
Total liabilities	725,069	595,507
Net assets:		
Unrestricted	<u>7,811,297</u>	<u>7,137,169</u>
Total net assets	\$ <u><u>7,811,297</u></u>	\$ <u><u>7,137,169</u></u>

The Agency's unrestricted net assets (\$7,811,297) may be used to meet the Agency's ongoing obligations to citizens and vendors.

At the end of the current fiscal year, the Agency is able to report a positive balance in its net assets. The same held true for the prior fiscal year. The Agency's Net Assets increased by \$674,128 during the current fiscal year.

Business-type activities: Business-type activities increased the Agency's net assets by \$674,128. This increase is a result of revenues exceeding expenses in the business-type activities.

Changes in Net Assets		
	<u>2009</u>	<u>2008</u>
Revenues:		
Program Revenues:		
Municipal waste management	\$ 5,721,335	6,032,650
General Revenues:		
Investment income and other	191,684	279,471
Total revenues	<u>5,913,019</u>	<u>6,312,121</u>
Expenses:		
Program Expenses:		
Municipal waste management	5,238,891	5,289,260
Total expenses	<u>5,238,891</u>	<u>5,289,260</u>
Increase (decrease) in net assets	674,128	1,022,861
Net assets - beginning of the year, as restated	7,137,169	6,114,308
Net assets - end of the year	<u>\$ 7,811,297</u>	<u>7,137,169</u>

Capital Assets: The Agency has no investment in capital assets, as of June 30, 2009.

Economic Factors and Next Year's Budgets and Rates

- The Agency has a goal to stabilize the surcharge tipping fees in the next four years in order to mitigate effects on each of the jurisdictions' individual budget plans.
- The Agency will set aside reserve funds, when possible, as part of its long-term financial planning.

All of these factors were considered in preparing the Agency's budget for the fiscal year ending June 30, 2010.

Request for Information

This financial report is designed to provide a general overview of the Agency's finances for all those with an interest in the agency's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Sonoma County Waste Management Agency, 2300 County Center Drive Ste. B-100, Santa Rosa, CA 95403.

Sonoma County Waste Management Agency
Statement of Net Assets
Enterprise Fund
June 30, 2009

Assets

Current assets:

Cash and investments	\$ 8,262,994
Accounts receivable	196,829
Due from Other Governments	<u>76,543</u>
Total assets	<u>8,536,366</u>

Liabilities

Accounts payable	668,761
Deferred revenue	<u>56,308</u>
Total liabilities	<u>725,069</u>

Net Assets

Unrestricted	<u>7,811,297</u>
Total net assets	<u>\$ 7,811,297</u>

The notes to the basic financial statements are an integral part of this statement.

Sonoma County Waste Management Agency
Statement of Revenues, Expenses and Changes in Fund Net Assets
Enterprise Fund
For the Fiscal Year Ended June 30, 2009

Operating Revenues

Tipping fees and surcharges	\$ 4,755,461
Service agreements	737,363
Grants and other contributions	<u>228,511</u>
Total operating revenues	<u>5,721,335</u>

Operating Expenses

Contract services	4,216,805
Professional services	232,963
Administration	540,279
Other services and supplies	<u>248,844</u>
Total operating expenses	<u>5,238,891</u>
Operating income (loss)	<u>482,444</u>

Nonoperating Revenues (expenses)

Investment earnings	<u>191,684</u>
Change in net assets	674,128
Net assets, beginning of year	<u>7,137,169</u>
Net assets, end of year	<u>\$ 7,811,297</u>

The notes to the basic financial statements are an integral part of this statement.

Sonoma County Waste Management Agency
Statement of Cash Flows
Enterprise Fund
For the fiscal year ended June 30, 2008

Cash flows from operating activities

Receipts from customers	\$ 5,678,920
Payments to suppliers	<u>(5,109,329)</u>
Net cash provided (used) by operating activities	<u>569,591</u>

Cash flows from investing activities

Interest received on investments	<u>191,684</u>
Net increase in cash and cash equivalents	761,275
Cash and cash equivalents, July 1	<u>7,501,719</u>
Cash and cash equivalents, June 30	<u><u>\$ 8,262,994</u></u>

Reconciliation of operating income (loss) to net cash provided (used) by operating activities:

Operating income (loss)	\$ 482,444
Adjustments to reconcile operating income to net cash provided (used) by operating activities:	
Decrease in accounts receivable	34,128
Increase in due from other governments	(76,543)
Increase in accounts payable	130,113
Decrease in deferred revenue	<u>(551)</u>
Total adjustments	<u>87,147</u>
Net cash provided (used) by operating activities	<u><u>\$ 569,591</u></u>

The notes to the basic financial statements are an integral part of this statement.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
June 30, 2009

I. Summary of Significant Accounting Policies

A. Reporting Entity

The Sonoma County Waste Management Agency (the Agency) was formed in April 1992 to assist the cities and County with the implementation of programs necessary to satisfy the requirements of AB939, the Integrated Waste Management Act of 1989. This Act requires that every jurisdiction in California plan for and implement programs that reduce the amount of waste disposed in landfills by 25% by 1995 and 50% by 2000. The Agency was granted a three-year extension to 2003 by the State. The State has determined that the Agency has met its 2003 goal. The Agency is continuing its efforts to reduce the amount of waste disposed in landfills, beyond the current 50% required by AB939. As of the date of this report, no new laws requiring waste reduction beyond 50% have been enacted.

The Agency's activities include a regional composting program, household hazardous waste collection, and countywide efforts towards waste reduction and recycling.

The Agency is governed by ten board members, with one member from each city (9), and one from the County. The Recycling Manager of the Transportation and Public Works Department serves as the Executive Director for the Agency. The staffing for the Agency is provided by the County through a contract with the Agency.

The Agency's programs are funded through garbage disposal fee surcharges, charges for services, and grants. Each program of the Agency is accounted for with a separate cost center. The composting program is entirely funded by charges for delivery of material to its program. The household hazardous waste, education and waste diversion efforts are funded through a surcharge on garbage brought to County disposal sites along with support from State Grants.

Since its creation in April of 1992, the Agency has added two new components to its scope of work: the Planning and Diversion Programs. Planning efforts currently include preparation of Annual Reports submitted to the California Integrated Waste Management Board. The Diversion Program is a cost center established to track the expenditures of those Agency programs that have direct measurable diversion. Both of these programs are funded through the disposal fee surcharge.

As discussed in Note I.A, the basic financial statements of the Agency are intended to present only the financial position and results of operations of only the Agency, which are held in trust by the Agency. They do not purport to, and do not, present fairly the financial position of the County of Sonoma as of June 30, 2009, and the

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
June 30, 2009

respective changes in its financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. This means that all assets and all liabilities (whether current or noncurrent) associated with this activity are included on the statement of net assets. Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements, regardless of the measurement focus applied.

The Agency has elected under GASB Statement No. 20, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Proprietary Fund Accounting*, to apply all applicable GASB pronouncements as well as any applicable pronouncements of the Financial Accounting Standards Board or any Accounting Research Bulletins issued on or before November 20, 1989 unless those pronouncements conflict with or contradict GASB pronouncements. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units.

The Agency's Enterprise Fund financial statements report business-type activities financed in whole or in part by fees charged to external parties for goods or services. Enterprise Funds account for operations that are financed and operated in a manner similar to private business enterprises -- where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges -- or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

The accrual basis of accounting is used by enterprise funds. Under this method, revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows.

Operating revenues and expenses are distinguished from nonoperating items in the statement of revenues, expenses and changes in net assets. *Operating* revenues, such as tipping fees and sales of recycled products result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating*

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
June 30, 2009

revenues, such as grants and investment earnings, result from nonexchange transactions or ancillary activities. *Operating* expenses for enterprise funds include services and supplies, and depreciation on capital assets. All expenses not falling within these categories are reported as *nonoperating* expenses.

C. Accounting System Maintained by Sonoma County Financial Accounting and Management Information System (FAMIS)

The Agency uses the County's FAMIS and its budgetary recording and accounting control policies to account for all financial transactions affecting Agency funds. The County, through the Integrated Waste Management Division of the Department of Transportation and Public Works Department, tracks each load of yard and wood waste entering the county disposal system. A tonnage tipping fee is collected to pay for operating costs of the organics program. A surcharge on the solid waste tipping fee entering the county disposal system is used to fund the other programs, such as household hazardous waste, education, diversion, and planning.

D. Staff Services Performed by County of Sonoma

The Agency reimburses the County for services provided by the County as outlined in a Memorandum of Understanding between the County and the Agency dated September 18, 2007.

Staff services include Agency Director, professional staff, secretarial and as requested by the Agency, reasonable and necessary services from other County departments.

E. Assets, Liabilities and Equity

1. Cash and Investments

The Agency applies the provisions of GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and External Investment Pools*, which require governmental entities, including governmental external investment pools, to report certain investments at fair value in the balance sheet and recognize the corresponding change in the fair value of investments in the year in which the change occurred. In accordance with GASB Statement No. 31, the Agency has stated certain investments at fair value.

**Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
June 30, 2009**

2. Receivables and Payables

Transactions representing accrual of revenues and expenses at year-end are referred to as either accounts receivable or accounts payable.

3. Capital Assets

Capital assets, which include land, buildings and improvements, and equipment, are reported in the statement of net assets. Capital assets are defined by the Agency as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

The Agency's policy is to capitalize assets with acquisition costs of at least \$5,000. Depreciation is computed using the straight-line method over estimated useful lives of 5 years for equipment. The Agency does not own land, buildings or improvements.

4. Deferred Revenue

This represents advanced payments to the Agency for services it will perform in the future.

5. Net assets

Net assets are classified into three components - invested in capital asset (net of related debt), restricted and unrestricted. These classifications are defined as follows:

- Invested in capital assets, net of related debt (if any) - This component of net assets consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- Restricted net assets (if any) - This component of net assets consists of net assets with limits on their use that are imposed by outside parties.
- Unrestricted net assets - This component of net assets consists of net assets that are not restricted for any project or other purpose.

**Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
June 30, 2009**

6. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

II. Stewardship, Compliance, and Accountability

A. Budgetary Information

Budgetary revenue estimates represent original estimates modified for any authorized adjustment which was contingent upon new or additional revenue sources. Budgetary expenditure amounts represent original appropriations adjusted by budget transfers and authorized appropriation adjustments made during the year. All budgets are adopted on a non-GAAP basis. Annual appropriations that have not been encumbered lapse at year-end.

Annual budgets are adopted on a basis that differs from generally accepted accounting principles (GAAP) in which encumbrances are treated as budgeted expenditures in the year of incurrence of the commitment to purchase for the purpose of a budgetary presentation. Actual GAAP expenditures have been adjusted to exclude current year encumbrances and to include expenditures against prior year encumbrances. This allows a comparison of a fiscal year's expenditures and commitments with related appropriations.

B. Implementation of Governmental Accounting Standards Board Statements

In fiscal year 2009, the Agency adopted two new statements of financial accounting standards issued by the GASB: Statement No. 45 – Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, and Statement No. 50 – Pension Disclosures – An Amendment of GASB Statements No. 25 and No. 27.

GASB Statement No. 45 – In addition to pensions, many state and local governmental employers provide other post-employment benefits (OPEB) as part of the total compensation offered to attract and retain the services of qualified

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
June 30, 2009

employees. OPEB includes post-employment health care, as well as other forms of post-employment benefits, such as life insurance, when provided separately from a pension plan. This statement establishes standards for the measurement, recognition, and display of OPEB expense/supplementary information (RSO) in the financial reports of state and local governmental employers.

GASB Statement No. 50 – This Statement more closely aligns the financial reporting requirements for pensions with those for other post-employment benefits and enhances information disclosed in notes to financial statements or presented as required supplementary information by pension plans and by employers that provide pension benefits.

The Agency's employees are employees of the County of Sonoma. The County's financial statements include the required information and disclosures relating to these statements. Please see the County of Sonoma annual comprehensive financial report for additional information.

III. Detailed Notes

A. Cash and Investments

The Agency follows the County's practice of pooling cash and investments with the County Treasurer, except for a petty cash fund.

The amount of cash at June 30 is as follows:

Cash and investment in County Treasury	\$ <u>8,262,994</u>
--	---------------------

Investment in the Sonoma County Treasurer's Investment Pool

The Agency's cash is pooled with the Sonoma County Treasurer, who acts as a disbursing agent for the Agency. The fair value of the Agency's investment in this pool is reported in the accompanying financial statements at amounts based upon the Agency's pro-rata share of the fair value provided by the Treasury Pool for the entire Treasury Pool portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on accounting records maintained by the Treasury Pool, which are recorded on an amortized cost basis. Interest earned on investments pooled with the County is allocated quarterly to the appropriate fund

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
June 30, 2009

based on its respective average daily balance for that quarter. The Treasury Oversight Committee has regulatory oversight for all monies deposited into the Treasury Pool.

As of June 30, 2009, the Agency's share of the decrease in fair value of investments was immaterial.

Investment Guidelines

The Agency's pooled cash and investments are invested pursuant to investment policy guidelines established by the County Treasurer and approved by the Board of Supervisors. The objectives of the policy are, in order of priority: safety of capital, liquidity and maximum rate of return. The policy addresses the soundness of financial institutions in which the County will deposit funds, types of investment instruments as permitted by the California Government Code 53601, and the percentage of the portfolio that may be invested in certain instruments with longer terms to maturity.

A copy of the Treasury Pool investment policy is available upon request from the Sonoma County Treasurer at 585 Fiscal Drive, Room 100, Santa Rosa, California, 95403-2871.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. As a means of limiting its exposure to fair value losses arising from rising interest rates, one of the ways that the Treasury Pool manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturing evenly over time as necessary to provide the cash flow and liquidity needed for operations.

As of June 30, 2009, approximately 74 percent of the securities in the Treasury Pool had maturities of one year or less. Of the remainder, only 3 percent had a maturity of more than five years.

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Treasury Pool

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
June 30, 2009

does not have a rating provided by a nationally recognized statistical rating organization.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the Treasury Pool's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits and securities lending transactions:

- The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by depository regulated under stated law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies.
- The California Government Code limits the total of all securities lending transactions to 20% of the fair value of the investment portfolio.

With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the Treasury Pool).

Concentration of Credit Risk

The investment policy of the County contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. For a listing of investments in any one issuer (other than U.S. Treasury securities, mutual funds, or external investment pools) that represent 5% or more of total County investments, refer to the 2009 Sonoma County CAFR.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
June 30, 2009

IV. Other Information

A. Risk Management

The Sonoma County Waste Management Agency is exposed to various risks for which the Agency carries insurance with coverage for bodily injury, property damage, personal injury, auto liability, and errors and omissions. SCWMA is covered through Alliant Insurance Services, Inc for \$5,000,000 per occurrence.

B. Auditor Independence

As required by various statutes within the California Government Code, County Auditor-Controllers are mandated to perform certain accounting, auditing and financial reporting functions. These activities, in themselves, necessarily impair the auditor's independence. Specifically, "Auditors should not audit their own work or provide non-audit services in situations where the amounts or services involved are significant or material to the subject matter of the audit." Although the office of the Auditor-Controller is statutorily obligated to maintain accounts of departments, districts or funds that are contained within the County Treasury, we believe that adequate safeguards and divisions of responsibility exist. Therefore, we believe that subject to this qualification and disclosure, the reader can rely on the auditor's opinion contained in this report.

**Sonoma County Waste Management Agency
Board Members**

As of February 10, 2009, the Agency Board consisted of the following members:

Gus Wolter	City of Cloverdale
Damien O'bid	City of Cotati
Mike Kirn	City of Healdsburg
Vince Marengo (chair)	City of Petaluma
Dan Schwarz	City of Rohnert Park
Dell Tredinnick	City of Santa Rosa
Dave Brennan	City of Sebastopol
Phil Demery	County of Sonoma
Stephen Barbose	City of Sonoma
Christa Johnson	Town of Windsor

Meetings are held at the City of Santa Rosa Utilities Department's Subregional Water Reclamation System Laguna Plant, 4300 Llano Road, Santa Rosa every third Wednesday of each month at 9:00 A.M.



SONOMA COMPOST COMPANY MONTHLY REPORT

March-10

a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	7,366.02 tons
average tons per day of yard debris:	325.09 tons
total tons of wood debris:	359.93 tons
average tons per day of wood debris:	13.33 tons
total tons of yard debris to Laguna *	1,411.43 tons
Total tons of food discards **	91.37 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%	59.7%
(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:	4.375
# of storm events:	5
Operational Problems:	
None	

d) Lab tests

Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

analysis: NUTRIENT	
next date due:	Apr-10
date sample taken:	3/5/10
# of sub-samples:	12
location of samples:	32,33,35

analysis: HEAVY METALS	
next date due:	Apr-10
date sample taken:	3/5/10
# of sub-samples:	18
location of samples:	29,31,34,41,42,48

analysis: PATHOGEN REDUCTION	
next date due:	Apr-10
date sample taken:	3/5/10
# of sub samples:	18
locations of samples:	29,31,34,41,42,48

Quarterly Test:

analysis: PESTICIDE RESIDUES	
next date due:	Apr-10
date sample taken:	3/5/10
# of sub-samples:	18
locations of samples:	29,31,34,41,42,48

e) Sales and Distribution of Finished Product

Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	5,865.00	cubic yds.
total cubic yards of screened compost:	3,989.00	cubic yds.
total cubic yards of early mulch:	43.00	cubic yds.
total cubic yards of screened mulch:	1,833.00	cubic yds.
yard debris product allocations:	70.00	cubic yds.
yard debris product donations:	31.00	cubic yds.

Wood Debris Sold

monthly total, tons of wood debris products sold:	2,641.00	tons
total tons of wood to non-fuel markets:	226.00	tons
total tons of wood bio-fuel*:	2,415.00	tons
wood debris product allocations:	55.00	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

None

g) Contaminants Landfilled, Recovered or Recycled

	tons	overall %
disposed	102.00	1.12%
recycled		

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

FINISHED MATERIALS	cubic yards
unscreened compost	5,500 cy
screened compost	7,500 cy
mulch	550 cy
"intermediates"	2,200 cy

INTERMEDIATELY COMPOSTED MATERIALS	
aged over 2 weeks	26,000 cy

FRESH MATERIAL	
on-site under 2 weeks	3,930 cy

EXPERIMENTAL MATERIAL	
Biodynamic	300 cy



Agenda Item #: 6.5
Cost Center: Planning
Staff Contact: Klassen
Agenda Date: 6/16/2010

ITEM: Appropriation Transfer for Planning Cost Center

I. BACKGROUND

The Sonoma County Waste Management Agency (SCWMA) is responsible for any update, revisions or amendments to the Countywide Integrated Waste Management Plan (ColWMP) as a part of the AB 939 statutes. The most recent amendment process began January 2008. The process evolved during the process as more information became available.

During the FY 09-10 budget development, the expenses of the ColWMP were calculated using estimates based on information available at that time. With the continued evolution, the planned funding proved to be inadequate. The total cost for the amendment was \$284,839.

II. DISCUSSION

The amendment is now complete and has been submitted to CalRecycle, the organization that will be reviewing and approving it.

In preparing for the end of the fiscal year, it will be necessary to use reserve funding to cover the expenditures that were not included as a part of the planned project. Since planning for Household Hazardous Waste was a component of the amendment, staff is proposing to use reserve funds from the Household Facility Reserve by submitting an appropriation transfer for Board approval.

The reserve policy developed by the SCWMA Board allows for use of reserves for one time or special projects. While updating, revising or amending the ColWMP is a responsibility of the SCWMA, these amendments were developed in response to changes in the Sonoma County's solid waste system and are considered special. The amendment also contains language that would allow for additional household hazardous waste collection facilities to be built if the SCWMA desires.

III. FUNDING IMPACT

The breakdown for the amendment expenses are as follows:

Category	Actual Cost
Consultant	\$ 163,948
Staff	\$ 69,713
Administration Costs*	\$ 7,287
Noticing	
Press Democrat Noticing (NOP)	\$ 220
Press Democrat Noticing (DEIR)	\$ 245
Environmental Filing Fee (Notice of Determination)	\$ 2,842
Permit Resource Management Department	\$ 1,700
Legal Services	\$ 38,884
Total	\$ 284,839

Category	Budget Cost
Consultant	\$ 175,000
Staff	\$ 69,713
Permit Resource Management Department	\$ 7,964
Legal Services	\$ 2,000
Total	\$ 254,677
* included insurance, County services, accounting, audit and information system assistance	

In order to successfully fund the amendment for FY 09-10, an appropriation transfer of \$15,000 will be necessary. There will be no contribution from the Planning cost center to the Contingency Reserve this fiscal year.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of the appropriation transfer of \$15,000 to Legal Services in the Planning cost center from the retained earnings in the Household Hazardous Waste Facility reserve. The appropriation transfer of \$15,000 represents 5% of the total cost of the ColWMP amendment.

V. ATTACHMENTS

Appropriation Transfer for the Planning Cost Center

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

SPECIAL DISTRICTS GOVERNED BY
LOCAL BOARDS - BUDGETARY REVISIONS

Resolution No. 2010-

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	Funding to Year End	Planning Legal Services	\$15,000
FROM:		799338	310	Funding to Year End	Household Hazardous Facility Reserve	\$15,000

WHEREAS, the reserve policy for the Sonoma County Waste Management Agency allows for the use of funds for one time and/or special projects; and

WHEREAS, the Countywide Integrated Waste Management Plan (CoIWMP) amendment, required by AB 939 legislation, required more funding than was budgeted due to complications; and

WHEREAS, the Household Hazardous Waste Element section of the CoIWMP was amended as a part of this project; and

WHEREAS, funding is available from the Household Hazardous Waste Facility for transfer to the Planning cost center in order to meet the end of the fiscal year needs,

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:

<u> </u> Cloverdale	<u> </u> Cotati	<u> </u> Healdsburg	<u> </u> Rohnert Park	<u> </u> Petaluma
<u> </u> Santa Rosa	<u> </u> Sebastopol	<u> </u> Sonoma	<u> </u> Windsor	<u> </u> County

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

Date: _____

Attested: Elizabeth Koetke

Signature: _____
Secretary/Clerk of the Board

Signature: _____
Chairperson



Agenda Item #: 8
Cost Center: Yard
Staff Contact: Klassen
Agenda Date: 6/16/2010

ITEM: Appropriation Transfer for Yard Debris cost center

I. BACKGROUND

At the time the FY 09-10 Budget was prepared the anticipated tonnage of material to be processed by Sonoma Compost Company (SCC) was 87,800 (9,720 tons to Laguna and 78,080 processed for sale). There were estimates for the green hauling contract with West Sonoma County Transport, Inc. For Central the tonnage was projected to be 52,680 and from the Transfer Stations the estimate was 35,120 tons. Using the budgeted rates the expense for Contract Services is as follows:

Operation	Tonnage	Rate	Operation Total
Laguna	9,720	\$29.31	\$284,893
SCC facility	78,080	\$26.79	\$2,091,763
Hauling(Central)	52,680	\$2.10	\$110,628
Hauling(Transfer Stations)	35,120	\$4.20	\$147,504
Total			\$2,634,788

II. DISCUSSION

There are three impacts to the Contract Services portion of the Yard Debris cost center that have evolved during the FY 09-10 fiscal year.

The first impact is the payment of invoices from FY 08-09 being paid with FY 09-10 funds. The invoices include:

Sonoma Compost Company	May 2009	\$225,401.38
West Sonoma County Transport	May 2009	\$27,539.11
West Sonoma County Transport	June 2009	\$25,502.03
Sonoma Compost Company	June 2009	\$207,653.45

The total for these invoices is \$486,096. The lack of appropriations was discovered too late last year for an appropriation transfer prior to the end of FY 08-09.

Secondly, the FY 09-10 budgeted amount, including Laguna, for the composting facility operation is \$2,376,656 and the estimated funding necessary for payment through the end of the year is \$2,400,465. This leaves a difference of \$23,809 needed to be included in the appropriation transfer.

The third impact on the Contract Services is the agreement with West Sonoma County Transport, who hauls organic material from the transfer stations to the composting site at Central. The actual expense through April is \$228,014. It is estimated that the two remaining invoices for the fiscal year will total \$53,041 with \$30,118 remaining in the appropriation; therefore it will be necessary to appropriate an additional \$22,923.

III. FUNDING IMPACT

The fund balance remaining within the cost centers can be used for operations unlike the funds that have already been transferred to the designated reserve centers. In order to have appropriations for payment of the anticipated contract payments for the Yard Debris cost center, it is necessary to approve an appropriation transfer bringing a portion of the fund balance into Contract Services. The amount of the appropriation transfer is calculated as follows:

Prior Year Invoices	\$486,096
SCC facility	\$23,809
Green Hauling	\$22,923
UCCE (final payment)	\$5,445

This results in an appropriation transfer of \$538,273.

The budgeted contribution to the Organics Reserve for FY 09-10 is \$1,388,953. Using \$538,273 from the planned contribution to the Organics Reserve will leave \$850,680 being transferred from Yard Debris to the Organics Reserve from the current (FY 09-10) operations.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of the appropriation transfer of \$538,273 to Contract Services from the retained earnings in the Yard Debris cost center.

The alternative would be to allow the remaining expenditures for composting to be carried into the next fiscal year.

V. ATTACHMENTS

Appropriation Transfer

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

SPECIAL DISTRICTS GOVERNED BY
LOCAL BOARDS - BUDGETARY REVISIONS

Resolution No. 2010-

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	799213	6540	Funding to Year End	Yard Debris Contract Services	\$538,273
FROM:		799213	310	Funding to Year End	Yard Debris Retained Earnings	\$538,273

WHEREAS, budget process for the Sonoma County Waste Management Agency allows for the fund balance remaining in the specific cost center(s) to be used for operations; and

WHEREAS, the Yard Debris cost center's Contract Services is requiring more funds than as originally anticipated, partly due to a composting invoice from the previous year (FY 08-09) being paid in the current fiscal year (FY 09-10);

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:

<u> </u> Cloverdale	<u> </u> Cotati	<u> </u> Healdsburg	<u> </u> Rohnert Park	<u> </u> Petaluma
<u> </u> Santa Rosa	<u> </u> Sebastopol	<u> </u> Sonoma	<u> </u> Windsor	<u> </u> County

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

Date: _____

Attested: Elizabeth Koetke

Signature: _____
Secretary/Clerk of the Board

Signature: _____
Chairperson



Agenda Item #: 11
Cost Center: County
Staff Contact: Carter
Agenda Date: 6/16/2010

ITEM: Local Task Force Bylaws Amendment

I. BACKGROUND

The Sonoma County Local Task Force on Integrated Waste Management (LTF) is an advisory group to the Sonoma County Board of Supervisors and the Sonoma County Waste Management Agency. The LTF Bylaws were amended in 1996, 2003, and 2005. The 2003 amendments changed the Bylaw amendment process to include confirmation by the Agency in addition to the Board of Supervisors.

At the May 19, 2010 Agency Meeting, the Board requested staff return with a representative of the LTF at the June Agency Meeting to describe the rationale behind the position changes, a list of the membership and to describe whether any members would be displaced through the changes, and to describe the role of the LTF and how that has changed from what is required by AB 939.

II. DISCUSSION

LTF History and Membership Statutory Requirement:

The County Board of Supervisors enacted a Solid Waste Management Plan on May 31, 1977. The Board of Supervisors created Solid Waste Management and Resource Recovery Committee on April 25, 1978 to act as an advisory committee for the implementation of the Solid Waste Management Plan. The committee's membership included representatives from the County, the Cities, garbage haulers, recyclers, and environmental groups.

In 1989, the passage of AB 939 required the creation of Local Task Forces as defined in Section 40950 of the Public Resources Code. According to the Public Resources Code, membership of the LTF "shall be determined by the county and by a majority of the cities within the county which contain a majority of the population of the incorporated area of the county¹" and "may include representatives of the solid waste industry, environmental organizations, the general public, special districts, and affected governmental agencies." These are suggestions for membership; there are no statutory membership requirements.

On March 13, 1990, the Solid Waste Management and Resource Recovery Committee membership was expanded to include agriculture, manufacturing, marketing, and scientific representatives and established to fill the role of the Local Task Force as defined by AB 939.

Bylaw Revision:

As reported at the May 19, 2010 SCWMA Meeting, the proposed 2010 LTF Bylaws amendment requires Agency confirmation. Changes in the 2010 LTF Bylaws amendment are limited to Article IV: Membership. The Agency's role in this process is limited to confirming the changes to the bylaws, which in this instance include revising position titles, not individual members. The LTF-approved amendments include:

- The positions of Commercial Garbage Hauler (Rural Haulers) and Commercial Garbage Hauler (Urban Haulers) were removed and replaced with Franchised Hauler and Non-Franchised Hauler;

¹ The majority of the cities with the majority of the population confirmation of membership is now accomplished through the Agency's confirmation.

- The Sonoma County Environmental Forum position was replaced by the Climate Change Organization position;
- The title of the "Integrated Waste Manager" was replaced with "Integrated Waste Operations Division Manager";
- The recommending agency was removed from the Marketing Specialist, Scientist, and Education Representative (defaulting the recommending agency to the Board of Supervisors); and
- A clause allowing the LTF to make recommendations to the Board of Supervisors to fill vacant positions was added.

If approved by the Agency, the amended bylaws would be forwarded to the Board of Supervisors for consideration.

III. FUNDING IMPACT

There is no funding impact as a result of this item.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends confirmation of the amended Sonoma County Local Task Force on Integrated Waste Management Bylaws.

V. ATTACHMENTS

Sonoma County Local Task Force on Integrated Waste Management Bylaws (Changes Noted)
2010 LTF Membership
Resolution

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

SONOMA COUNTY LOCAL TASK FORCE
ON
INTEGRATED WASTE MANAGEMENT

BYLAWS

Article I: NAME

The name of the organization is the AB 939 Local Task Force on Integrated Waste Management, commonly referred to as the "LTF."

Article II: AUTHORITY

This organization is created and its members appointed by resolution of the Board of Supervisors, which has the authority to establish and disband the Local Task Force on Integrated Waste Management.

Article III: PURPOSES

The purposes of the Local Task Force on Integrated Waste Management are to:

- Perform those duties assigned to the Local Task Force (LTF) as defined by AB 939 and other related state laws.
- Provide advice to the jurisdictions of Sonoma County on the implementation of the Countywide Integrated Waste Management Plan.
- Provide a forum for the public discussion of solid waste management, waste reduction, and recycling issues. To ensure this opportunity exists, time will be provided on the agenda for public comment.
- Perform other advisory tasks as requested by the jurisdictions of Sonoma County.

Article IV: MEMBERSHIP

- A. Membership of the Local Task Force on Integrated Waste Management shall be comprised of representatives from each city and the County, organizations with technical expertise, and other interested parties as listed below:

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

Local Enforcement Agent (recommending agency - Environmental Health Division)

Integrated Waste Operations Division Manager, Sonoma County Dept. of Transportation and Public Works

~~Commercial Garbage Association (Urban Haulers)~~ Franchised Hauler

~~Commercial Garbage Association (Rural Haulers)~~ Non-Franchised Hauler

Non-Profit Recycling Organization

~~Sonoma County Environmental Forum~~ Climate Change Organization

Sonoma County Recycling Association

League of Women Voters

Sierra Club

Agriculture Industry (recommending agency - Sonoma County Ag. Commissioner)

Chamber of Commerce (recommending agency - Council of C. of C. Directors)

Major Manufacturer (recommending agency - Sonoma County Manufacturing Group)

Marketing Specialist (recommending agency ~~Sonoma County Ad Club~~)

Scientist (recommending agency ~~Hazardous Materials Management Commission~~)

Education Representative (recommending agency ~~Sonoma County Board of Supervisors~~)

Community Representatives (five - one selected by each County Supervisor)

- B. Each member and an alternate shall be identified first by their organization or recommending agency. If there is no organization or recommending agency, the Task Force will make recommendations of qualified and interested individuals to the Board of Supervisors. Failing this recommendation, the Board of Supervisors will appoint from interested parties for this position. The Board shall confirm the appointment of all members. The city representative may be an elected official or staff person. A citizen of the city may serve as an alternate representative.
- C. The term of membership shall be a renewable three-year term.
- D. A member's absence for three consecutive meetings will constitute grounds for review of membership by the Membership Committee.

Article V: VOTING

The Local Task Force on Integrated Waste Management shall adopt and adhere to *Robert's Rules of Order* for voting and meeting procedures. A quorum, defined as eleven (11) of the appointed membership, shall be required to take action on any agenda item; however, meetings may be held to exchange information with less than a quorum. Actions taken with a quorum, but less than one half of the appointed membership, shall be confirmed by a second vote at the next meeting.

Article VI: OFFICERS

- A. The Local Task Force for Integrated Waste Management shall have a Chair, Vice-Chair and Chair Pro Tem.
- B. The duties of the officers are as follows:
1. The Chair shall:
 - a. Chair meetings.
 - b. Sign letters and correspondence and represent the Local Task Force.

- c. Appoint members as necessary to perform the tasks agreed upon by the Local Task Force.
- 2. The Vice-Chair shall:
 - a. Perform the duties of the Chair in the absence of the Chair.
 - b. Serve as Chair of the Membership Committee.
- 3. The Chair Pro Tem shall:
 - a. Perform the duties of the Chair in the absence of the Chair and Vice-Chair.

Article VII: MEETINGS

At the first annual meeting of the LTF, LTF members shall approve a schedule for meetings for the current year. Meetings will generally be held every other month on the second Thursday of the month. Additional meetings may be scheduled throughout the current year as determined by the LTF.

Article VIII: ELECTIONS

Elections shall occur each year as the first order of business at the April meeting.

Article IX: COMMITTEES

- A. Committees of the Local Task Force on Integrated Waste Management are:
 - 1. Membership Committee. The Membership Committee shall be responsible for review of membership attendance to ensure the presence of a quorum. The Membership Committee shall assist in the identification and selection of qualified and interested individuals for membership openings on the LTF.
 - 2. Other Committees shall be created as determined by the LTF.

Article X: BYLAWS

The Local Task Force on Integrated Waste Management may adopt, amend, or repeal its Bylaws at any meeting by two-thirds vote of the members present. Any changes of the Bylaws shall be confirmed by the Board of Supervisors and the Sonoma County Waste Management Agency.

LTF Membership List

Member Organization	Member
City of Cloverdale	(No Primary) Gus Wolter – Alternate
City of Cotati	Linda Christopher – Primary Marsha Sue Lustig – Alternate
City of Healdsburg	Marjie Pettus - Primary Mike Kim – Alternate
City of Petaluma	Susan Lackie – Primary Vince Marengo – Alternate
City of Rohnert Park	Chris Rogers – Primary (No Alternate)
City of Santa Rosa	Dell Tredinnick – Primary Elise Howard – Alternate
City of Sebastopol	Sue Kelly - Primary (No Alternate)
City of Sonoma	William Pier, Jr. – Primary Linda Kelly – Alternate
Town of Windsor	Christa Johnson – Primary (No Alternate)
Sonoma County Public Works	Susan Klassen – Primary Trish Pisenti – Alternate
Environmental Health Division	Christine Sosko – Primary John Anderson – Alternate
Commercial Garbage Service (Urban)	Sal San Filippo – Primary (No Alternate)
Commercial Garbage Service (Rural)	Pam Davis – Primary Steve McCaffrey – Alternate
Non-Profit Recycling Organization	Portia Sinnott (Vice Chair) – Primary (No Alternate)
Sonoma County Recycling Association	Lisa Hardin (Chair Pro Tempore) – Primary Delyn Kies – Alternate
Agriculture Industry	Will Bakx - Primary Alan Siegle – Alternate
Education Representative	Dawna Gallagher – Primary (No Alternate)
Sierra Club	Ken Wells – Primary Don Sanders – Alternate
League of Women Voters	Bob Hawthorne – Primary Max Bridges – Alternate
Marketing Specialist	Michael Anderson (Chair) – Primary Natalie Timm – Alternate
Sonoma County Manufacturing Group	Mike Dittmore – Primary (No Alternate)
Scientific Representative	Paul Palmer - Primary Kelley Keogh – Alternate
Chamber of Commerce	Paul Brophy – Primary (No Alternate)
1 st District Representative	Jeff Baptista - Primary Greg Carr – Alternate
2 nd District Representative	Primary / Alternate - Vacant
3 rd District Representative	Richard Zimmer – Primary (No Alternate)
4 th District Representative	Bill Massey – Primary (No Alternate)
5 th District Representative	June Michaels – Primary (No Alternate)

RESOLUTION NO.:

DATED: June 16, 2010

RESOLUTION OF THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY")
CONFIRMING THE SONOMA COUNTY LOCAL TASK FORCE ON
INTEGRATED WASTE MANAGEMENT ("LTF") BYLAWS

WHEREAS, according to Article X of the existing LTF Bylaws, "Any changes of the Bylaws shall be confirmed by the Board of Supervisors and the Sonoma County Waste Management Agency."; and

WHEREAS, the AGENCY has reviewed and approves of the amended Sonoma County Local Task Force on Integrated Waste Management Bylaws.

NOW, THEREFORE, BE IT RESOLVED that the AGENCY hereby confirms amended Sonoma County Local Task Force on Integrated Waste Management Bylaws.

MEMBERS:

<hr/> Cloverdale	<hr/> Cotati	<hr/> County	<hr/> Healdsburg	<hr/> Petaluma
<hr/> Rohnert Park	<hr/> Santa Rosa	<hr/> Sebastopol	<hr/> Sonoma	<hr/> 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: Administration
Staff Contact: Carter
Meeting Date: 6/16/2010

ITEM: SCWMA Alternative Funding

I. BACKGROUND

In October 2006, the Board discussed the Agency's legal authority to adopt and implement a Fee. The Board expressed an interest in a fee based on the quantity of solid waste disposed that would be imposed on haulers via an Agency Ordinance. On November 14, 2006, staff held a meeting with all Sonoma County haulers, including the independent debris box business owners. The haulers' concerns were addressed and passed on to the Board, but it was decided to continue with the tipping fee surcharge for the FY 2007-08.

The issue was revisited in 2008, and in January 2009 staff presented the Board with a Request for Proposals 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.

At the May 19, 2010 SCWMA meeting, the Board of Directors received the Sonoma County Waste Management Agency Funding Study from R3 Consulting Group. The report detailed three funding scenarios for the Agency: 1) the current funding scenario in which revenues are collected on waste collected at County-owned waste facilities in Sonoma County, 2) the current funding model with the fee extended to customers of in-county construction and demolition (C&D) material recovery facilities, and 3) a generation-based funding model in which customers of franchised haulers, C&D facilities, and self haulers would be charged an Agency Fee based on the tonnage of solid waste generated. Staff believes only Scenario 3 has the potential to significantly mitigate the detrimental impact of declining garbage tonnage on the Agency's revenues. The Board requested additional information regarding the impacts on their individual jurisdictions.

II. DISCUSSION

Staff has prepared a presentation and accompanying handout to illustrate the background of the Agency's existing surcharge structure and how Scenario 3 from the Funding Study would displace the existing surcharge and implement the new fee.

If Scenario 3 is chosen as the preferred funding model, staff proposes the following plan for implementation:

- Perform a cursory review of each jurisdiction's franchise agreement, looking for three specific items:
 - How is price indexing addressed?
 - Does the agreement contain a provision allowing for changes in law?
 - How is waste defined and would that definition affect the proposed Agency fee?
- Meet with haulers and C&D MRF operators to discuss the plan with the goals of helping them understand the changes and receiving their feedback to ensure the Agency Fees is as equitable as possible.
- Develop a draft ordinance for Board consideration.

The Board may give direction at any point listed above including to proceed as planned, proceed

with alternative direction, or to halt the process altogether.

III. FUNDING IMPACT

If an alternative funding model is chosen, additional staff time will be required to implement the next steps of the project.

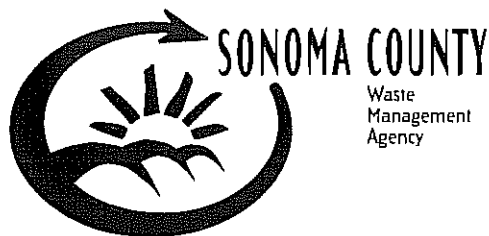
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends selection of Scenario 3 as the funding model for the new Agency Fee and giving staff direction to proceed with the next steps as outlined above.

V. ATTACHMENTS

None.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



Agenda Item #: 13
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 6/16/2010

ITEM: Award E-Waste Collection Event Contract

I. BACKGROUND

The Sonoma County Waste Management Agency (Agency) has been holding electronic waste (E-waste) collection events since 2007. These events provide opportunities for residents and businesses of Sonoma County to bring electronics to specified city centered locations for proper recycling.

In 2009, ECS Refining and the Agency entered into an Agreement for Electronic Waste Management Services for the Agency's E-waste Collection Events after the previous contractor, ASL Recycling, went out of business. At the September 16, 2009 Agency Board meeting, the Board approved continuing with ECS Refining for all of the publicized events through March 2010 and then going out for Request for Proposals (RFP) for a two year period thereafter with the addition of adding some scoring points for local and/or non-profit status. The Agency Board also directed staff to seek a "back-up" E-waste Contractor to hold Agency sponsored E-waste Collection Events, in the event that the Primary Contractor is unable to provide the E-waste recycling services required by its contract with the Agency. The back-up Contractor shall not be guaranteed any amount of work.

II. DISCUSSION

On May 3, 2010, the Agency issued a RFP for Electronic Waste Collection Event Services. Four proposals were received by the deadline of May 26, 2010. Following is the list of Proposers:

ECS Refining and United Datatech Distributors, Santa Clara, CA

Electronic Recyclers International Inc., Fresno, California

Goodwill Industries - Redwood Empire, Santa Rosa, CA

Universal Waste Management, Inc., Oakland CA

The proposals were reviewed and evaluated by the Interim Agency Director and Agency staff. Scoring Criteria was used to enable staff to evaluate potential Electronic Waste Collection Event Contractors. Evaluations were based on twelve questions which were included in the Proposed Scope of Services (see attached Exhibit A). Each category was scored with a maximum score of 100 points being possible. The final ranking was based upon the comparison of proposals by category. Of the four Proposers, Goodwill Industries of the Redwood Empire was the highest ranking Proposer and ECS Refining ranked second. Both Contractors are well qualified to provide E-waste collection services in partnership with the Agency.

A table listing all of the Proposers and their ranking is included in this staff report as the Request for Proposals-Comparison attachment. The proposed Agreements with both Contractors are also included. Finalized versions of both Agreements, with the Scope of Work incorporated, will be signed by the respective Contractor and brought to this meeting for the Chair's signature if approved.

III. FUNDING IMPACT

The Agency will be paid by the Contractor per pound for E-waste which qualifies for reimbursement under the State's covered electronic waste recovery and recycling payment program.

Goodwill's proposed payment to the Agency for recycling covered electronic waste (Cathode Ray Tubes) was \$0.15/lb.

ECS's proposed rate to be paid to the Agency is:

\$0.06/lb for events collecting 10,000 lbs. or less of covered electronic material (Cathode Ray Tubes)

\$0.12/lb for events collecting over 10,000 lbs. of covered electronic material (Cathode Ray Tubes)

\$0.08/lb for Central Processing Units

There will be a cost to the Agency for the necessary public outreach and staff time for other logistical requirements to hold the events. Revenues generated from the E-waste collection events are expected to offset Agency costs. The revenues generated in excess of these costs will help offset other HHW program costs.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends:

- 1) Awarding to Goodwill Industries of the Redwood Empire, the highest ranking Proposer, the two year Contract for E-waste Collection Event Services and authorizing the Chair to sign the Agreement.
- 2) Awarding ECS Refining, the second ranking Proposer, the "back-up" Contract for E-waste Collection Event Services and authorizing the Chair to sign the Agreement.

V. ATTACHMENTS

1. RFP Exhibit A-Proposed Scope of Services
2. Request for Proposals-Comparison
3. Agreement with Goodwill Industries of the Redwood Empire (including Proposed Scope of Services)
4. Goodwill Industries of the Redwood Empire Resolution
5. Agreement with ECS Refining (including Proposed Scope of Services)
6. ECS Refining Resolution

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

Exhibit A

Proposed Scope of Services

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

The Contractor shall be required to hold monthly (calendar) E-waste collection events. Event locations should vary to most conveniently serve population centers and the unincorporated areas of Sonoma County. The Contractor shall provide the necessary venues to host the events.

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

- (1) **(12 points)** Please list in detail the collection services proposed to be provided in connection with the SCWMA Electronic Waste Collection Events.
- (2) **(12 points)** Please describe the Proposer's qualifications and experience as an E-waste collector and/or recycler. Include information on approximate pounds of E-waste collected during a single event. Please specify the duration of the event.
- (3) **(5 points)** A maximum of 5 points will be given to Proposers who qualify as local and/or non-profit or partner with a non-profit for services proposed to be provided in connection with the SCWMA Electronic Waste Collection Events. Please specify which category below the Proposer qualifies as.
 1. Proposer is a 501(c)(3) Nonprofit Corporation or Association and has a business location in Sonoma County, California. **(5 points)**
 2. Proposer is a 501(c)(3) Nonprofit Corporation or Association and does not have a business location in Sonoma County, California. **(3 points)**
 3. Proposer is not a 501(c)(3) Nonprofit Corporation or Association but has a business location in Sonoma County, California **(2 points)**

2 additional points will be given if the Proposer is not a 501(c)(3) Nonprofit Corporation or Association but partners with a non-profit for services proposed to be provided in connection with the SCWMA Electronic Waste Collection Events. **(2 points)**

Please list the Nonprofit Corporation or Association the Proposer is partnering with and the services that shall be provided by this Nonprofit.

- (4) **(3 points)** How much time is needed between notification to proceed and the first collection event?
- (5) **(3 points)** What will be the duration of the event? Please include the proposed days of the week the events are to be held on. **(1 of 3 possible points will be given if one of the event days includes a Saturday or Sunday.)**
- 1 day **(1 point)**
 - 2 days **(2 points)**
 - 3 days **(2 points)**
 - Other **(1-2 points)**
- (6) **(3 points)** What would be the collection hours for the event? (A full day, 8-9 hours will be given **3 points**, more than 9 hours will be given **2 points**, and less than 8 hours will be given **1 point**.)
- (7) **(12 points)** What items will be collected at the events?
- (8) **(15 points)** How much would be paid (charged) to the SCWMA for recycling the materials described in question (7)? The payment (charge) should include all costs (recycling, labor, equipment, transportation, etc.).
- (9) **(12 points)** Please list specific locations/addresses that can be provided as venues for E-waste collection events.
- Is the Proposer willing to use locations that the SCWMA can provide? These locations include County-wide Park & Ride lots, Community Centers and Fairgrounds, City Corporation Yards, and Home Improvement Center parking lots.
- (The score for this item will be based on whether the SCWMA finds the proposed locations to be acceptable for (1) holding E-waste collection events and (2) servicing the needs of Sonoma County residents. A higher score will be given for Proposers who are willing to use locations provided for by the SCWMA in addition to locations proposed by the Proposer.)
- (10) **(15 points)** Describe, in detail, the final destination/market for collected items. In addition, please also address the following:
- a) Will any of the items collected be recycled or reused? Please describe.
 - b) How are collected hard drives to be handled?
 - c) List any materials which are sent to the landfill or shipped overseas for processing.

1 point will be given for each category below (maximum **2 points out of 15**) to Proposers that:

1. have ISO 9000 or 14001 Environmental Management Systems
2. have obtained environmental, health and safety certifications. Provide a list of any current certifications or qualifications, for example the e-Stewards Certification (which includes ISO 14001 certification) or the e-Stewards Pledge.

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

- (11) **(4 points)** Describe any additional support the Proposer is willing to provide to assist in the organizing, advertising, marketing, and public outreach for the events. (Create and distribute press releases etc.)
- (12) **(4 points)** What existing advertising products does the Proposer have available for use? (A frame signs and/or banners etc.)
- (13) Does the Proposer have any exceptions or changes to the requested services or contract language? (An excessive number of requested changes to the contract language will be disfavored and may be a basis for non-awarding of the Agreement.)
- (14) Is the Proposer interested in signing a "back-up" Agreement if not selected as the "primary" vendor? (Insurance shall only be required if Notice to Proceed is issued by Agency. Back-up vendor shall not be guaranteed any amount of work.)

E-waste RFP/Contract Language

INTENT

The Sonoma County Waste Management Agency (SCWMA) implements the following criteria as due diligence to increase the oversight of electronics recycling and to assure legal, safe and beneficial recycling occurs with Sonoma County's electronic waste. The following criteria must be included in the successful Proposer's contract.

Contract Requirements

1. Contractor must be 1) an Approved Recycler with the State of California Integrated Waste Management Board (CIWMB) and maintain this designation throughout the term of the contract or 2) registered with the CIWMB as an authorized E-waste Collector and partner with an Approved Recycler with the State of CIWMB and both the Collector and the Approved Recycler must maintain this designation throughout the term of the contract. Loss of Approved Recycler and Collector designation shall be considered a breach of the contract.
2. The Contractor shall comply with all Federal, State, and/or Local Regulations.
3. The Contractor shall not allow any characteristically hazardous material

accepted to be sent to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries.

4. The Contractor is to assure that all materials that test as characteristic hazardous waste under California Law remain within the United States until the waste has been processed to the point at which it can be considered a commodity ready for use in a new product. This requirement applies to all characteristic materials, including those with exemptions, such as circuit boards.
5. To ensure integrity of the entire recycling chain, including downstream intermediaries and recovery operations such as smelters, the Contractor shall not utilize a company that is not in complete compliance with all applicable National, Regional and/or Local environmental and health and safety regulations.
6. For Contractor and each of the proposed subcontractors, include copies of all notices of violations, administrative orders, or other enforcement actions taken by any regulatory agencies during the past three years and within 30 days of any new violation during the term of this Agreement for Contractor and each of the proposed subcontractors. Also, provide copies of any letters of recommendation or other awards of recognition.
7. Contractor must make all of its facilities and related documentation available to the SCWMA for onsite and paper audits by SCWMA or designated 3rd party auditor. Additionally, Contractor must arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by SCWMA or designated 3rd party auditor.
8. Contractor must provide a downstream chain-of-custody-and-disposition report of all waste collected within ninety (90) days of the collection event. The downstream report shall include both hazardous and non-hazardous components, including but limited to, Identity of vendor(s) who purchase final recovered materials, and a description of each material's final reuse or disposition by volume and composition.
9. Contractor shall provide Agency staff with a list of Contractor's "Down-Stream Vendors", identified by material processed, and shall provide written notification to Agency of any change to the list. Contractor shall provide thirty (30) days notice to Agency of any change to the list that is initiated by Contractor and seven (7) days notice of any change not initiated by Contractor.

SCWMA E-WASTE COLLECTION EVENT SERVICES

REQUEST FOR PROPOSALS - COMPARISON

Proposer	Question #s	1. Collection Services	2. Qualifications & Experience	3. Local and/or Non-Profit	4. Notification Time	5. Duration of Events	6. Collection Hours	7. Items Collected	8. Payment/ Charge	9. Locations of Venues	10. Final Destination/ Market	11. Additional Support	12. Existing Advertising	13. Exceptions & Changes	TOTAL
	Max Points Responsive Yes or No?	12	12	5	3	3	3	12	15	12	15	4	4		
Goodwill Industries of the Redwood Empire	YES	11.3	12	5	2.7	3	3	11.3	10	11.3	13	3	3.3	No	88.9
ECS Refining	YES	9.3	12	2	3	1.7	2.3	10.7	9.3	7.3	12	3	3	No	75.6
Electronic Recyclers International	YES	10.7	10.7	0	1.7	2	3	10	14	8	10.7	2.7	0.3	No	73.8
Universal Waste Management, Inc.	YES	11.3	12	0.3	1.7	3	1.7	11.3	5.3	7	10.3	3.3	3	Yes	70.2

Scores for each category are based on the average of the combined scores from three evaluators.

AGREEMENT FOR ELECTRONIC WASTE MANAGEMENT SERVICES FOR
SONOMA COUNTY WASTE MANAGEMENT AGENCY

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

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in Electronic Waste ("E-Waste") Collection Event Services 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 hold E-Waste Collection Events.

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

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose of establishing a contract for E-Waste Collection Event Services. Contractor shall perform services as defined in Exhibit "A", Proposed Scope of Services.

The Sonoma County Waste Management Agency (SCWMA) implements the following criteria as due diligence to increase the oversight of electronics recycling and to assure legal, safe and beneficial recycling occurs with Sonoma County's electronic waste.

- a. Contractor must be 1) an Approved Recycler with the State of California Integrated Waste Management Board (CIWMB) and maintain this designation throughout the term of the contract or 2) registered with the CIWMB as an authorized E-waste Collector and partner with an Approved Recycler with the State of CIWMB and both the Collector and the Approved Recycler must maintain this designation throughout the term of the contract. Loss of Approved Recycler and Collector designation shall be considered a breach of the contract.
- b. The Contractor shall comply with all Federal, State, and/or Local Regulations.
- c. The Contractor shall not allow any characteristically hazardous material accepted to be sent to solid waste (non-hazardous waste)

landfills or incinerators for disposal or energy recovery, either directly or through intermediaries.

- d. The Contractor is to assure that all materials that test as characteristic hazardous waste under California Law remain within the United States until the waste has been processed to the point at which it can be considered a commodity ready for use in a new product. This requirement applies to all characteristic materials, including those with exemptions, such as circuit boards.
- e. To ensure integrity of the entire recycling chain, including downstream intermediaries and recovery operations such as smelters, the Contractor shall not utilize a company that is not in complete compliance with all applicable National, Regional and/or Local environmental and health and safety regulations.
- f. For Contractor and each of the proposed subcontractors, include copies of all notices of violations, administrative orders, or other enforcement actions taken by any regulatory agencies during the past three years and within 30 days of any new violation during the term of this Agreement for Contractor and each of the proposed subcontractors. Also, provide copies of any letters of recommendation or other awards of recognition.
- g. Contractor shall make all of its facilities and related documentation available to the SCWMA for onsite and paper audits by SCWMA or designated 3rd party auditor. Additionally, Contractor must arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by SCWMA or designated 3rd party auditor.
- h. Contractor shall provide a downstream chain-of-custody-and-disposition report of all waste collected within ninety (90) days of the collection event. The downstream report shall include both hazardous and non-hazardous components, including but limited to, Identity of vendor(s) who purchase final recovered materials, and a description of each material's final reuse or disposition by volume and composition.
- i. Contractor shall provide Agency staff with a list of Contractor's "Down-Stream Vendors", identified by material processed, and shall provide written notification to Agency of any change to the list. Contractor shall provide thirty (30) days notice to Agency of any change to the list that is initiated by Contractor and seven (7) days notice of any change not initiated by Contractor.

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. Contractor shall pay Agency in accordance with Exhibit "A" which sets out the payment terms. Contractor shall pay Agency within 90 days of each event. Contractor shall include with the payment for each event, a report listing the number, type, and amount by weight of items collected.

3. Term of Agreement. The term of this Agreement shall be from June 16, 2010 to June 16, 2012, 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 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

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

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

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. 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.

9.1.1 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided pursuant to Section 10 of Exhibit A that was not initiated by Contractor.

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, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, 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: Lisa Steinman
2300 County Center Drive, Suite 100 B
Santa Rosa, CA 95403
Phone: (707) 565-3632
FAX: (707) 565-3701

Consultant: Goodwill Industries of the Redwood Empire
Attention: Mark Ihde
651 Yolanda Avenue
Santa Rosa, CA 95404
Phone: (707) 523-0550
Fax: (707) 523-0552

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.

DRF

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

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: _____
Christa Johnson, Chair

CONTRACTOR:

GOODWILL INDUSTRIES OF THE REDWOOD
EMPIRE

By: _____

Name: _____

Title: _____

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

By: _____
Susan Klassen, Interim Executive Director, SCWMA

APPROVED AS TO FORM FOR AGENCY:

By: _____
Janet Coleson, Agency Counsel

Exhibit “A”

Proposed Scope of Services

Goodwill Industries of the Redwood Empire (GIRE) shall provide all e-waste collection services required for the operation of successful Electronic Waste Collection Events for the Sonoma County Waste Management Agency (SCWMA). Services shall include all staffing, necessary packaging materials, transportation and equipment. Collection, processing, transportation and handling of all e-waste materials shall be consistent with all local, state and federal laws and regulations. All events shall be staffed and supervised by well-trained and experienced employees.

COLLECTION SERVICES

Goodwill shall host Electronic Waste Collection Events for e-waste devices (CEW and UWED) as well as clothing and household items for Sonoma County residents during monthly as well as other special events agreed upon with SCWMA. Monthly countywide events will be properly supervised and staffed with experienced GIRE employees and supported by the GIRE Transportation and Operations team. Each event shall have a mutually agreed upon predetermined site and hours of execution to guarantee appropriate inclusion of all areas of the County. GIRE employees shall perform the collection, palletizing, processing and transportation of the e-waste materials at all events. Goodwill’s methods of collection, transportation, and processing services shall be consistent with all local, state and Federal laws and regulations.

Detail of Collection Services

- a) A press release shall be developed and submitted to all appropriate media markets about the upcoming e-waste event. Information about the SCWMA and GIRE collaboration, event dates and other pertinent information shall be included in the press release.
- b) GIRE managers shall assess all proposed sites in advance of the event and determine the best configuration for event set-up.
- c) The GIRE team shall arrive prior to the advertised start time for the event and sets up A-frames, banners and all other e-waste event identification materials.
- d) Safety cones shall be set-up to direct the flow of traffic though the site to maintain a safe and well-paced event.
- e) Pallets and containers for all e-waste, CEW and UWED, as well as containers for clothing and household items shall be strategically staged to maximize efficiencies during the event.
- f) Materials shall be palletized and wrapped on-site and removed to a waiting truck as they fill during the event.

- g) A canopied area with tables and chairs shall be provided for the comfort and ease of the donors.
- h) GIRE Customer Service personnel shall be on hand in the canopied area to provide information and written materials about SCWMA and Goodwill. A tax-deductible donation receipt shall be prepared and given to each donor.
- i) At the close of an event, GIRE staff shall pick-up the entire area and shall ensure that the site environment is left clean and in proper order.
- j) A press release shall be prepared and submitted to the appropriate media markets announcing the success of the event and listing the next scheduled event.

1. Event Details

Event start time shall be 8 hours in length running from 8:00 am until 4:00 pm on a proposed Friday and Saturday or Saturday and Sunday, to allow for maximum participation of community members, unless otherwise mutually agreed upon by Agency and Contractor.

2. Items Collected

Goodwill Industries shall provide collection of e-waste (CEW and UWED devices), clothing, books, shoes, toys, house wares, and any other items which it would accept in its Attended Donation Centers or Retail Stores.

3. Payment/Charge

GIRE shall not charge SCWMA to provide the e-waste events under this contract. Individuals bringing items to these events shall be able to do so free-of-charge. Individuals shall be able to obtain tax donation receipts for non-reimbursable items.

GIRE shall pay SCWMA a fixed rate per pound for the CRTs collected during these events. GIRE shall pay SCWMA fifteen cents (\$0.15) per pound. Shall the state reimbursement rates change, resulting in a reduction in the reimbursement that GIRE receives from GIRE's recycler, a revised rate shall be mutually agreed upon by GIRE and SCWMA.

4. Event Locations

GIRE shall make available all of its Training Center Store and Attended Donation Centers (ADCs) as e-waste event locations to the SCWMA. These sites shall be available without prior approval from other partners.

Additional event locations, not included in the table below, shall be mutually agreed upon by SCWMA and GIRE.

The sites where Goodwill has daily operations, or where there are standing arrangements to hold drives are listed below:

Central County Region	
GIRE Donation Center/Warehouse	651 Yolanda Avenue, Santa Rosa
Industrial Training Center Store	3535 Industrial Avenue, Santa Rosa
Roseland Training Center Store	680 Sebastopol Road, Santa Rosa
Coddington Mall ADC	733 Coddington Circle, Santa Rosa
JDSU	2789 Northpoint Parkway, Santa Rosa
West County Region	
Sebastopol ADC	5300 Sebastopol Road, Santa Rosa
Sebastopol Training Center Store	6826 Sebastopol Avenue, Sebastopol
South County Region	
Rohnert Park Training Center Store	6591 Commerce Blvd, Rohnert Park
Rohnert Park ADC	100 Raley's Towne Centre, Rohnert Park
Petaluma Training Center Store	1000 Lakeville Street, Petaluma
Petaluma ADC	Weller and Washington, Petaluma
East County Region	
Skyhawk ADC	5761 Mountain Hawk, Santa Rosa

Oakmont ADC	6501 Oakmont Drive, Oakmont
North County Region	
Cloverdale Training Center Store	792 Cloverdale Blvd., Cloverdale
Healdsburg Training Center Store	513 Healdsburg Avenue, Healdsburg
Windsor ADC	9040 Brooks Road, Windsor

5. Final Destination/Market for Collected Items.

Items collected at the events shall be sorted/separated into 4 recycle streams as follows:

CRT Devices:

All non-working CRT devices shall be palletized, shrink wrapped and staged indoors for shipment to an approved certified recycler. Working CRTs shall be resold or reused on a limited basis and where appropriate (less than two percent of the total weight collected).

CPU Devices:

All CPU devices shall be sorted and sent to GIRE's recycler where they are de-manufactured on-site at the recycler's location. GIRE's certified recycler shall recycle the CPU components and the hard drives shall be shredded. A Certificate of Destruction shall be issued and shall be provided upon request for every hard drive.

Household Items (including house wares and small electronics)

All household items collected at the events shall be containerized and shipped from GIRE's warehouse to one of GIRE's retail locations. The items shall then be sold in one of GIRE's stores. Donations which are not suitable for sale shall be recycled whenever possible.

Clothing Items

All clothing items collected at the events are containerized and shipped to one of GIRE's retail locations for sale. The items shall then be sold in one of GIRE's stores. All unsold clothing is baled and recycled.

Any items collected that are not sold in GIRE's retail stores shall be sold in GIRE's Outlet Center. Any items not sold in GIRE's Outlet Center shall be sold in bulk to salvage buyers or recycled. Items not salvageable, recyclable, reusable, or characteristically hazardous, shall be put into GIRE's trash compactor and sent to the landfill.

GIRE shall not allow any characteristically hazardous material accepted to be sent to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries.

6. Advertising, Marketing, and Public Outreach Support provided by GIRE for Events:

GIRE shall create and distribute press releases announcing the event and shall create a follow-up press release announcing the success of the event and detailing such information as number of pounds collected and diverted from landfill.

GIRE shall provide banners and A-frames the day of the event announcing the E-waste Drive and shall distribute both Goodwill and SCWMA marketing materials to all donors. Information about the e-waste events and SCWMA shall be made available to the public in GIRE's retail training center stores, attended donation centers and other locations throughout the county. GIRE shall consult closely with SCWMA at every step to establish and organize events that best meet the needs of the entire community in a timely and efficient way. GIRE shall provide the following for each event:

- a. Create & distribute press release to all media outlets in Sonoma County or targeted as needed.
- b. Post on company website
- c. Flyers & bag stuffers in GIRE's Retail Stores.
- d. Flyers & bag stuffers at GIRE's Attended Donation Centers
- e. Utilization of internal & external newsletter
- f. Email blast to shoppers & donors
- g. E-waste sandwich boards
- h. E-waste banners
- i. Truck with E-waste graphics

7. Support Agency Shall Provide

Agency shall provide the following support to GIRE to hold the events:

- a. Provide signed Proof of Designation form.
- b. Provide promotional support including:

Notify all appropriate public agencies (police, fire, etc.).

Arrange for a flier to be placed in a citywide mailer for each event (i.e. utility bill) or a local newspaper advertisement or radio ad if mailers are unavailable.

- c. Promote event on Agency website.
- d. E-mail event announcements to Chamber of Commerce and other community organizations.
- e. Agency shall provide at least three (3) weeks notice prior to event unless Agency subscribes to an annual event calendar, or any modified version of an annual event calendar agreed to after proposal is accepted.

DRAFT

RESOLUTION NO.:

DATED: June 16, 2010

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY")
AUTHORIZING AN AGREEMENT WITH GOODWILL INDUSTRIES OF THE REDWOOD
EMPIRE ("CONTRACTOR") FOR ELECTRONIC WASTE (E-WASTE) COLLECTION EVENT
SERVICES.

WHEREAS, Contractor represents that it is duly qualified and experienced in
Electronic Waste ("E-Waste") Collection Event 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 hold E-Waste Collection
Events.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Waste
Management Agency hereby authorizes the Agency, Chairman of the Board to execute
a two-year Agreement with Goodwill Industries of the Redwood Empire for E-Waste
Collection Event Services.

MEMBERS:

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

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
Agency of the State of California in and for the
County of Sonoma

AGREEMENT FOR ELECTRONIC WASTE MANAGEMENT SERVICES FOR
SONOMA COUNTY WASTE MANAGEMENT AGENCY

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

R E C I T A L S

WHEREAS, Agency desires the services of a "back-up" Contractor to hold Electronic Waste ("E-Waste") Collection Events; and

WHEREAS, "back-up" Contractor shall only be utilized in the event that the "primary" Contractor is unable to provide the E-Waste recycling services required by its contract with the Agency; and

WHEREAS, "back-up" Contractor shall not be guaranteed any amount of work; and

WHEREAS, Contractor represents that it is duly qualified and experienced in E-Waste Collection Event Services 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 hold E-Waste Collection Events.

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

A G R E E M E N T

1. Scope of Services. Upon receiving Agency issued Notice to Proceed, Contractor shall provide all waste collection services needed for the operation of successful free and convenient Electronic Waste Collection Events for residents of Sonoma County. Services shall include all staffing, necessary packaging, materials, transportation, and equipment. The Contractor shall act as collector, handler, and recycler of the entire E-Waste stream collected. The Contractor shall provide all labor, transportation, and manage any state required reporting. The Contractor shall facilitate the disposal of any unsolicited or abandoned material that comes to the collection event site in compliance with all applicable laws and regulations and shall provide written documentation in the form of a Receiving Acknowledgment of pounds collected by type (SB20 Material, CPUs, and Breakage) and proceeds derived from the collection events. The Contractor shall provide complete clean up services (collect all signage from site and surrounding area, clean and sweep up) upon completion before leaving. The Contractor shall perform all collection, transportation, and processing services consistent with all local, state, and federal laws and regulations.

The Sonoma County Waste Management Agency (SCWMA) implements the following criteria as due diligence to increase the oversight of electronics recycling and to assure legal, safe and beneficial recycling occurs with Sonoma County's electronic waste.

- a. Contractor must be 1) an Approved Recycler with the State of California Integrated Waste Management Board (CIWMB) and maintain this designation throughout the term of the contract or 2) registered with the CIWMB as an authorized E-waste Collector and partner with an Approved Recycler with the State of CIWMB and both the Collector and the Approved Recycler must maintain this designation throughout the term of the contract. Loss of Approved Recycler and Collector designation shall be considered a breach of the contract.
- b. The Contractor shall comply with all Federal, State, and/or Local Regulations.
- c. The Contractor shall not allow any characteristically hazardous material accepted to be sent to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries.
- d. The Contractor is to assure that all materials that test as characteristic hazardous waste under California Law remain within the United States until the waste has been processed to the point at which it can be considered a commodity ready for use in a new product. This requirement applies to all characteristic materials, including those with exemptions, such as circuit boards.
- e. To ensure integrity of the entire recycling chain, including downstream intermediaries and recovery operations such as smelters, the Contractor shall not utilize a company that is not in complete compliance with all applicable National, Regional and/or Local environmental and health and safety regulations.
- f. For Contractor and each of the proposed subcontractors, include copies of all notices of violations, administrative orders, or other enforcement actions taken by any regulatory agencies during the past three years and within 30 days of any new violation during the term of this Agreement for Contractor and each of the proposed subcontractors. Also, provide copies of any letters of recommendation or other awards of recognition.
- g. Contractor shall make all of its facilities and related documentation available to the SCWMA for onsite and paper audits by SCWMA or designated 3rd party auditor. Additionally, Contractor must

arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by SCWMA or designated 3rd party auditor.

- h. Contractor shall provide a downstream chain-of-custody-and-disposition report of all waste collected within ninety (90) days of the collection event. The downstream report shall include both hazardous and non-hazardous components, including but limited to, Identity of vendor(s) who purchase final recovered materials, and a description of each material's final reuse or disposition by volume and composition.
- i. Contractor shall provide Agency staff with a list of Contractor's "Down-Stream Vendors", identified by material processed, and shall provide written notification to Agency of any change to the list. Contractor shall provide thirty (30) days notice to Agency of any change to the list that is initiated by Contractor and seven (7) days notice of any change not initiated by Contractor.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose of establishing a contract for E-Waste Collection Event Services. Contractor shall perform services as defined below:

1.1.1 Day of Event

- Event start time shall be 8 hours in length running from 8:30 am until 4:30 pm on a proposed Saturday and Sunday, to allow for maximum participation of community members, unless otherwise mutually agreed upon by Agency and Contractor.
- Contractor shall provide all trucks, equipment, and staffing for entire event.
- Contractor's staff shall be on site one hour prior to event start time to set up and prepare.
- Contractor shall provide one truck driver and three (3) or more other workers per event to help direct traffic, unload and palletize material, handle state paperwork.
- Contractor shall provide and set up directional signs and orange cones to help direct traffic.
- Contractor shall provide staffing to unload items for collection from vehicles of those participating in the event.

- Contractor shall separate, palletize, shrink wrap, and label all material collected on-site.
- Contractor shall provide truck or large container for the entire duration of the event and will transport truck/container at the end of the event to Contractor's facility.
- Each site shall have a field manager who shall be at designated location at all times during event hours to manage the entire operation.
- Contractor shall clean-up site before departing with all material and shall not leave the site until clean-up is completed.

1.1.2 After Event

- Contractor shall collect, handle, dispose of unsolicited and/or abandoned material left at site up to one week post event.
- Contractor shall act as the certified weigh master and record weights of record.
- Contractor shall dismantle all material according to state regulations.
- Contractor shall produce a Receiving Acknowledgment that documents pounds collected by type (SB20 Material, CPUs, and Breakage) and proceeds derived from the collection.

1.1.3 Items to be Collected

Computers (PCs & Laptops)
 Computer Monitors
 Computer Peripherals (including keyboards, printers, scanners, cables, mice)
 Fax Machines and small table-top copy machines
 Televisions – all sizes
 Kitchen Appliances (including microwaves, blenders, toaster ovens, coffee makers)
 Telephones, Cell Phones, Answering Machines
 Electric Typewriters
 Radios, Tape Players, Stereo Equipment, DVD's, VCRs, Camcorders
 General Household Appliances (including hair dryers, irons, vacuum cleaners, lamps)

Contractor shall collect, handle, and dispose of unsolicited and/or abandoned material responsibly.

1.1.4 Payment/Charge to the Agency

Contractor shall not charge Agency for recycling, labor, equipment, or transportation.

Contractor shall pay Agency the below listed price per pound for material collected at events:

Contractor Pays Agency

10,000 lbs. or less collected per event of SB20 Material: \$0.06/lb.

Over 10,000 lbs. collected per event of SB20 Material: \$0.12/lb.

CPUs: \$0.08/lb.

No pay/no charge for breakage * (including fax machines, printers, keyboards)

* Breakage refers to all items listed above not including CRTs, CPUs and cell phones

**SB 20 Qualified Material (monitors, televisions, laptops, flat panel display screens)

Contractor Charges Agency

Unless Agency notifies Contractor seven (7) weeks prior to event, Contractor shall collect the following items and shall charge Agency the following price per pound:

*Straight Fluorescents: \$2.00/lb.

*Compact Fluorescents: \$6.50/lb

*Batteries:

Alkaline: \$1.25/lb. (charge)

* These items shall not be advertised as part of the Collection Events.

1.1.5 Proposed Site Locations and Dates

Contractor shall hold, at the least, monthly (calendar) E-Waste Collection Events at locations mutually agreed upon by Agency and Contractor. Event locations shall vary to most conveniently serve population centers and the unincorporated areas of Sonoma County. Contractor shall be responsible for the selection, location, and management of event site and shall obtain Agency staff's written concurrence for the location. Contractor will handle all the coordination for the selected site guaranteeing an optimum location for a "drive-in" and "drop-off" turn-key event.

Contractor shall be responsible for any permission, permits, fees, insurance and/or indemnification required by the property owner(s) of any selected location.

1.1.6 Final Destination/Market for Collection Items

No e-waste shall be shipped overseas or buried in a landfill. Obsolete electronic equipment shall stay at the Contractor's plant located in Santa Clara until it is processed back into the primary materials of copper, steel, aluminum, plastic, glass and precious metals. Hard Drives shall be shredding and mechanically separated. No hard drives collected shall be reused.

Computer monitors and televisions shall be manually dismantled. The outer plastic shall be baled and shipped to a plastics recycler. The metal casing shall be baled and shipped to a metals recycler. Tubes shall be broken into large pieces and shipped to a computer monitor manufacturer to be made back into computer monitor glass. The yokes and circuit boards shall be shredded in the Contractor's system and separated primarily into copper and printed circuit board fraction.

Computer towers shall be manually dismantled. The metal shells shall be baled and shipped to a metals recycler. The computer components shall be removed and either sold for their component value or shredded and sent to a precious metals smelter.

Any lamps collected shall go to mercury/lamp recyclers. Any lead acid and non-lead acid batteries shall go to certified battery recyclers.

Contractor shall provide Agency staff with a list of Contractor's "Down-Stream Vendors", identified by material processed, and shall provide written notification to Agency of any change to the list. Contractor shall provide thirty (30) days notice to Agency of any change to the list that is initiated by Contractor and seven (7) days notice of any change not initiated by Contractor.

1.1.7 Additional Support/ Advertising Products Contractor

Shall Provide

Contractor shall provide the following promotional/advertising support:

- Contractor shall provide signs clearly marking the entrance and exit to the event as well as cones to designate the lanes for drop-off traffic and exiting. Contractor shall provide signs and cones.
- Contractor shall provide at least two (2) arrow signs to be placed at strategic traffic areas for maximum exposure directing traffic to event site.

1.2 Support Agency Shall Provide Agency shall provide the following support to the Contractor to hold the events:

- Provide signed Proof of Designation form.

- Provide promotional support including:
 Notify all appropriate public agencies (police, fire, etc.).
 Arrange for a flier to be placed in a citywide mailer for each event (i.e. utility bill) or a local newspaper advertisement or radio ad if mailers are unavailable.
- Promote event on Agency website.
- E-mail event announcements to Chamber of Commerce and other community organizations.
- Agency shall provide at least two (2) weeks notice prior to event unless Agency subscribes to an annual event calendar, or any modified version of an annual event calendar agreed to after proposal is accepted.

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

1.4 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.

1.5 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. Contractor shall pay Agency in accordance with section 1.1.4 Payment/Charge to the Agency within 90 days of each event. Contractor shall include with the payment for each event, a report listing the number, type, and amount by weight of items collected.

3. Term of Agreement. The term of this Agreement shall be from the effective date to June 16, 2012, 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 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single

limit for each occurrence. Said policy shall be endorsed with the following specific language:

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

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

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. 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: Lisa Steinman
2300 County Center Drive, Suite 100 B
Santa Rosa, CA 95403
Phone: (707) 565-3632
FAX: (707) 565-3701

Contractor: ECS Refining
Attention: Patricia Potter
705 Reed Street
Santa Clara, CA 95050
Phone: (408) 200-7035 direct
Phone: (408) 472-7589 mobile
Fax: (408) 988-5154

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.

DRAFT

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Christa Johnson, Chair

CONTRACTOR: ECS REFINING

By: _____

Name: _____

Title: _____

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

By: _____
Susan Klassen, Interim Executive Director, SCWMA

APPROVED AS TO FORM FOR AGENCY:

By: _____
Janet Coleson, Agency Counsel

RESOLUTION NO.:

DATED: June 16, 2010

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY")
AUTHORIZING AN AGREEMENT WITH ECS REFINING ("CONTRACTOR") FOR ELECTRONIC
WASTE (E-WASTE) COLLECTION EVENT SERVICES.

WHEREAS, Agency desires the services of a "back-up" Contractor to hold Electronic Waste ("E-Waste") Collection Events; and

WHEREAS, "back-up" Contractor shall only be utilized in the event that the "primary" Contractor is unable to provide the E-Waste recycling services required by its contract with the Agency; and

WHEREAS, "back-up" Contractor shall not be guaranteed any amount of work; and

WHEREAS, Contractor represents that it is duly qualified and experienced in E-Waste Collection Event Services 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 hold E-Waste Collection Events.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency hereby authorizes the Agency, Chairman of the Board to execute a two-year Agreement with ECS Refining for E-Waste Collection Event Services.

MEMBERS:

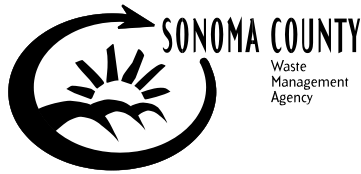
_____ Cloverdale	_____ Cotati	_____ County	_____ Healdsburg	_____ Petaluma
_____ Rohnert Park	_____ Santa Rosa	_____ Sebastopol	_____ Sonoma	_____ Windsor
AYES	NOES	ABSENT SO ORDERED	ABSTAIN	

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
Agency of the State of California in and for the
County of Sonoma



Agenda Item #: 14
Cost Center: All
Staff Contact: Klassen
Agenda Date: 6/16/2010

ITEM: Revised 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. At the April 19, 2006 SCWMA meeting, the Board approved adding all services beyond the use of the Household Hazardous Waste facility such as: 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 the City of Petaluma as required by the Countywide Integrated Waste Management Plan, the Joint Powers Agreement and state regulations.

The 3rd Amendment (revised) to the Agreement, approved in May 2007, extended the term until the end of FY 07-08 (June 30, 2008) and added all Agency surcharge-funded services, in addition to HHW services.

The 4th Amendment (revised) to the Agreement, approved in May 2008, extended the term until the end of FY 08-09 (June 30, 2009) and added all Agency surcharge-funded services, in addition to HHW services.

The 5th Amendment to the Agreement, approved in May 2009, extended the term until the end of FY 09-10 (June 30, 2010) and added all Agency surcharge-funded services, in addition to HHW services.

II. DISCUSSION

At the request of Vince Marengo, representative from the City of Petaluma, the Revised Sixth Amendment to Petaluma Services Agreement is being brought back for Board consideration. The City of Petaluma will continue to pay directly for Agency services as it has for the past five years. The requested change is modification of the basis for charging for the services. The payment will be based on actual tons of solid waste disposed per month instead of using the prior calendar year's total tonnage. Under the requested arrangement, the tons would be reported by Petaluma's franchised hauler, Petaluma Refuse and Recycling, by the 20th of the succeeding month. The reported

tonnage disposed would be used by Agency staff for production of an invoice to be submitted to the City of Petaluma.

If the SCWMA Board approves this revised amendment, the City Council of Petaluma is scheduled to consider the Revised Amendment on June 21, 2010. This schedule allows for potential approvals from both parties to the amendment to be in place for the July 1, 2010 rate change.

III. FUNDING IMPACT

Beginning July 1, 2010, the invoice will be calculated on the reported monthly tonnage using the Board approved rate of \$5.95 per ton. The invoice would then be submitted to the City of Petaluma for payment. The payment would be due and payable to the Agency ten days after receipt of the invoice. This would have the City of Petaluma on the same schedule and basis of calculation and payment as the rest of the jurisdictions, who use the County system for reporting of tonnage disposed and payment of the surcharge tipping fee.

IV. RECOMMENDED ACTION/ALTERNATIVES TO RECOMMENDATION

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

V. ATTACHMENTS

Draft Revised Sixth Amendment to the Petaluma Services Agreement
Revised Exhibit A
Revised Resolution

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

REVISED SIXTH AMENDMENT TO AGREEMENT

Household Hazardous Waste and AB 939 Program Services

This Revised 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 Revised 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 ~~monthly~~four equal quarterly installments, upon invoice, beginning ~~August~~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 Revised 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

ATTEST:

APPROVED AS TO FORM:

City Clerk

Agency Counsel

APPROVED AS TO FORM:

City Attorney

APPROVED:

Department Director

APPROVED:

Risk Manager

APPROVED:

Finance Director

Exhibit "A" – Revised 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, Petaluma Refuse and Recycling~~GreenWaste Recovery, Inc. during the period of January 2009 through December 2009. The amount of solid waste disposed for each month shall be reported to SCWMA for invoicing purposes by the 20th of the succeeding month. The SCWMA approved rate of \$5.95 per ton will be used for calculating invoices. Payment of each monthly invoice shall be due and payable to the Agency 10 days after receipt of the invoice.~~

~~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: ~~June 16~~April 21, 2010

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") APPROVING THE REVISED 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,~~
~~the basis of calculation for payment of which is an alternative funding source in lieu of~~
the portion of tipping fees ~~no longer available with~~ the City of Petaluma's will be paying
shall be the actual tonnage of solid waste disposed calculated at \$5.95 per ton and
invoiced on a monthly schedule ~~outhead 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
Revised 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 #: 15
Cost Center: Education
Staff Contact: Chilcott
Agenda Date: 6/15/2010

ITEM: Award Spanish Language Outreach Services contract

I. BACKGROUND

Spanish language outreach is identified in the Education component of the Countywide Integrated Waste Management Plan (CIWMP), as well as the Agency Work Plan 10-11.

At the April 2010 Board meeting, the Board directed staff to distribute a Request for Proposals (RFP) for continued Spanish Language Outreach activities. The current contract with C² Alternative Services for Spanish Language Outreach expires on June 30, 2010.

II. DISCUSSION

On April 30, 2010, staff posted the RFP for Spanish Language Outreach Services on the on the Agency's web site and emailed .pdf copies to the California Household Hazardous Waste Exchange list serve, to the Sonoma County Latino Service Providers list serve and to the existing contractor.

In response to the RFP, which was due May 21, 2010, Agency staff received one proposal from the current contractor, C² Alternative Services. Agency staff has had a long history with C² Alternative Services, working with Hugo Mata, and has been extremely pleased with their performance.

III. FUNDING IMPACT

This is a two-year agreement from July 1, 2010 to June 30, 2012, with annual extensions based on mutual agreement. 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). It is anticipated that a similar level of funding will be available in the FY11-12 budget.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

V. ATTACHMENTS

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

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

RESOLUTION NO.:

DATED: JUNE 15, 2010

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") APPROVING C2 ALTERNATIVE SERVICES TO CONDUCT SPANISH
LANGUAGE OUTREACH SERVICES

WHEREAS, the Agency, as the AB939 regional agency, is responsible for the Countywide Integrated Waste Management Plan; and

WHEREAS, the Sonoma Countywide Integrated Waste Management Plan includes as one of its objectives the identification of effective communication strategies and to implement programs to encourage behaviors that reduce, reuse, and recycle products and materials in non-English speaking communities; and

WHEREAS, the Agency staff completed a competitive RFP process for Spanish Language Outreach Services; and

WHEREAS, only one proposal from C² Alternative Services was received; and

WHEREAS, Agency payment to C² Alternative Services shall not exceed \$48,000 for the term of July 1, 2010 through June 30, 2012; and

WHEREAS, the Agency's FY 10-11 Budget has adequate funds in the HHW Cost Center (\$18,886) and the Education Cost Center (\$5,114) to fund the outreach program.

WHEREAS, it is anticipated that the Agency's FY 11-12 Budget will allocate a similar amount from the HHW Cost Center and Education Cost Center to fund this outreach program.

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

NOW THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency, hereby approves an Agreement with C² Alternative Services to conduct Spanish Language Outreach Services and authorizes the Chair 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

AGREEMENT FOR PROFESSIONAL SERVICES SPANISH LANGUAGE OUTREACH SERVICES

This agreement ("Agreement"), dated as of _____, 2010 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and C2 Alternative Services 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 July 1, 2010 to June 30, 2012, 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

OUTREACH PLAN AND BUDGET

Spanish Outreach Services

TASKS	Units	Unit Price	C2 Hrs @ \$85	C2 Hrs @ \$75	C2 Hrs @ \$40	Time Hrs Total	Time \$ Total	Materials	Expenses	Total Cost
I. Media and Community Based Social Marketing										
A. Maintain and develop relationships with appropriate available media. Determine optimal reach to target audience using available budget; solicit rates and special packages where available from media outlets; develop promotional ideas, prepare press releases.	2		12			14	\$1,070.00	\$6,000.00		\$7,070.00
B. Interviews, media appearances, feature stories; continue to develop and make use of opportunities in both print and broadcast media. Includes general recycling, promotion of the hotline, and other topics. Interview opportunities may include both Hugo Mata of C2, and Agency staff or others with specific expertise, in which case Hugo may act as interpreter. Time to be pro-rated with other regional related projects wherever possible.			16			16	\$1,200.00		\$100.00	\$1,300.00
C. Person to person outreach through such venues as events; businesses and other locations frequented by Spanish-speaking people; day labor centers; community leaders; etc. Includes events arranged by Agency staff. Time to be pro-rated with other regional related projects wherever possible.	4		16	100		120	\$5,540.00	\$3,000.00	\$450.00	\$8,990.00
task total	6		44	100		150	\$7,810.00	\$9,000.00	\$550.00	\$17,360.00
II. Answer hotline calls										
A. Calls will be answered by bilingual staff (Spanish/ English) 9am to 5pm Monday-Friday. Messages left outside these hours will be answered the following business day. All calls will be logged in the Agency- provided Access database.	140	\$10.00					\$1,400.00			\$1,400.00
B. Consult SCWMA staff and other sources to obtain information for callers.				6		6	\$450.00			\$450.00
C. Monitor data to determine which outreach methods/ media are generating calls.				5		5	\$375.00			\$375.00
task total			11			11	\$2,225.00			\$2,225.00
III. Assist Agency staff with Spanish-language outreach										
A. Assist in preparation and manage distribution of the Spanish Recycling Guide to residents in Sonoma County.	2		10	25		37	\$1,920.00		\$100.00	\$2,020.00
B. Provide translation services as needed.				8		8	\$600.00			\$600.00
task total	2		18	25		45	\$2,520.00	\$0.00	\$100.00	\$2,620.00
IV. Reporting and Administration										
A. Record-keeping including any forms required by CalRecycle or other grantors.	4		4			8	\$640.00		\$45.00	\$685.00
B. Progress reports as required for reporting to the Sonoma County Waste Management Agency Board Members and for the CalRecycle Used Oil Block Grant program; communications with staff.	6		8			14	\$1,110.00			\$1,110.00
task total	10		12	0		22	\$1,750.00		\$45.00	\$1,795.00
TOTAL ALL TASKS:	18		85	125		228	\$14,305.00	\$9,000.00	\$695.00	\$24,000.00
										\$24,000.00