

SONOMA COUNTY
Waste
Management
Agency

****REVISED AGENDA****

SONOMA COUNTY WASTE MANAGEMENT AGENCY

June 15, 2011
9:00 a.m.

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

Estimated Ending Time 11:30 a.m.

<u>ITEM</u>	<u>AGENDA</u>	<u>ACTION</u>
1.	Call to Order Regular Meeting/Introductions 9:00 a.m.	
2.	Agenda Approval	
3.	<u>Attachments/Correspondence:</u>	
	3.1 Director's Agenda Notes	
	3.2 Reports by Staff and Others:	
	3.2.a June/July 2011 Outreach Events	
	3.2.b Mandatory Commercial Recycling (Karina)	
	3.2.c Update on Short-Term Composting Possibilities	
	3.3 Letter from MSWMA	
4.	<u>On file w/Clerk: for copy call 565-3579</u> Resolutions approved in May 2011 - none	
5.	Public Comments (items not on the agenda)	
	<u>CONSENT</u> (w/attachments)	Discussion/Action
	6.1 Minutes of May 18, 2011	
	6.2 Resolution of Recognition: Elizabeth Koetke	
	<u>REGULAR CALENDAR</u>	
7.	Sonoma County/City Solid Waste Advisory [Barbose]	Discussion/Action Planning
8.	HHW Reserve Funding Account (Steinman/Fisher)[Attachment]	Discussion/Action HHW
9.	Meeting Location Discussion (Mikus)	Discussion/Action Administration

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| 10. | July Meeting Discussion
(Mikus) | Discussion/Action
Administration |
| 11. | Commercial and Multifamily Recycling Education
Services RFP
(Chilcott/Carter) | Discussion/Action
Planning |
| 12. | Sonoma Food Waste Collection Program by
Sonoma Compost Company | Presentation
Organics |
| 13. | Boardmember Comments | |
| 14. | Staff Comments | |
| 15. | Next SCWMA Meeting – as determined by the Item 10 discussion | |
| 16. | Adjourn | |

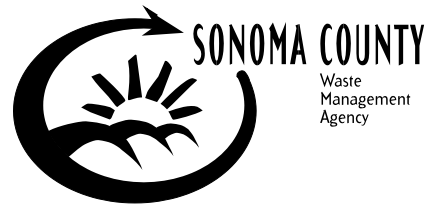
CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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

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

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

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



TO: Sonoma County Waste Management Agency Board Members
FROM: Henry Mikus, Executive Director
SUBJECT: June 15, 2011 Agenda Notes

Attachments/Correspondence

There are three items under "Reports by Staff and Others" for the month:

- 3.2.a. This is our regular listing of upcoming outreach events. Please note that the calendar now covers two months at a time. The Executive Committee believes a two-month interval gives more time for this information to be effectively distributed.
- 3.2.b. This is an update to the report on Mandatory Commercial Recycling that was presented by Karina Chilcott at the most recent Board meeting.
- 3.2.c. Progress has been slow (but steady) in sorting through the details with affected parties on whether or not North county organics can be effectively diverted outside our current handling system.
- 3.3 Letter from MSWMA

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 18, 2011
- 6.2 Resolution of Recognition: Agency Recorder/Clerk Ms. Elizabeth Koetke has accepted a transfer to a position with the Sonoma County Department of Transportation and Public Works. We wish to recognize her excellent and dedicated service to the Agency.

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. HHW Reserve Funding Account During recent discussions concerning the upcoming fiscal year budget and possible future projects, the HHW Facility Reserve Account was identified as a possible source of funds since it had a surplus balance beyond what was required by Board policy. We have examined the estimates and rationale employed several years ago in setting this policy and updated these estimates of potential expenses. As a result of this re-examination we have revised our recommended funding levels for both the Closure and Facility HHW reserve accounts. **Recommended action: Revise the minimum funding levels for the two HHW reserve funds.**
- 9. Meeting Location Discussion Due to several Board member informal comments about our meeting location, we were directed at the last meeting to bring this item – examining our current and former meeting locations – up for discussion and review. The suggestion is to return to the Llano Road WWTP for meetings commencing with August. **Recommended action: Resume holding meetings at the Llano Road WWTP.**

10. July Meeting Discussion With no significant items requiring actions planned it is recommended the July meeting be cancelled. There is precedence for such an action. **Recommended action: Cancel the July Board meeting.**

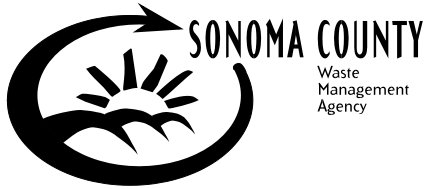
11. Commercial and Multifamily Recycling Education Services RFP At our May meeting the Board approved our participation in CalRecycle's Beverage container Grant. Our plan is to apply this grant money to an initial outreach program in anticipation of the upcoming Mandatory Commercial Recycling regulations. The draft RFP to contract for services is being presented for the Board to review, comment, and approve. **Recommended action: Approve the RFP plus beginning the process via the RFP for selecting a contractor.**

June 2011 Outreach Events

1-3	8am-9pm	UCCE participation in Statewide Master Gardener conference at the Hyatt Vineyard Creek Hotel & Conference Center, Santa Rosa
2	6-8 pm	Green Drinks, Sonoma
6	5:30-6:30 pm	Recycling Loteria, Cali Kicks Martial Arts Academy, Santa Rosa
7	4-8 pm	Community Toxics Collection, Cloverdale
8	5-8 pm	Wednesday Downtown Market in Santa Rosa
11	10-11am	KSRO 1350 AM, Sonoma Compost Company on Santa Rosa Garden Talk (about compost, food scraps and compostable plastics)
12	4-8 pm	Sonoma Compost Company Compost and Mulch display: Compost Clinic at the Seed Bank, Petaluma
14	4-8 pm	Community Toxics Collection, Santa Rosa, NE
15	5-8:30 pm	Wednesday Downtown Market, Santa Rosa
18-19	8am-4pm	E-Waste Recycling Event, Friedman's Home Improvement, Sonoma
21	4-8 pm	Community Toxics Collection, Petaluma
22	5-8:30 pm	Wednesday Downtown Market, Santa Rosa
22-26	1-10pm	Sonoma-Marin Fair, Petaluma
28	4-8 pm	Community Toxics Collection, Santa Rosa, SW

July 2011 Outreach Events

5	4-8	Community Toxics Collection, Windsor
10	9am-5pm	UCCE participation at the Petaluma Art & Garden Festival, Petaluma
12	4-8	Community Toxics Collection, Santa Rosa, SE
19	4-8	Community Toxics Collection, Larkfield
26	4-8	Community Toxics Collection, Oakmont
27-Aug. 8	10-10pm	Sonoma County Fair, Santa Rosa
27-Aug. 8	10-10pm	UCCE participation in the Sonoma County Fair, Santa Rosa (Master Gardeners have a demonstration garden with an information table located adjacent to the garden where composting/pesticide management information is available)
30-31	8am-4pm	E-Waste Recycling Event, Goodwill retail store, Petaluma



Agenda Item #: 3.2.b
Cost Center: Education
Staff Contact: Chilcott
Agenda Date: 6/15/2011

ITEM: Understanding California's Proposed Commercial Recycling Regulations: What local Agencies need to know about the requirements

I. BACKGROUND

The California Air Resources Board (ARB) Scoping Plan for the California Global Warming Solutions Act of 2006 (AB 32, Núñez, Chapter 488, Statutes of 2006) was adopted with a Mandatory Commercial Recycling Measure designed to achieve a reduction in greenhouse gas emissions of 5 million metric tons of carbon dioxide (CO₂) equivalents by 2020 and beyond.

Under the Scoping Plan, the California Department of Resource, Recycling and Recovery (CalRecycle) is the lead Agency for implementation and compliance with the measure. Under the draft Regulations, jurisdictions must implement a commercial recycling program by July 2012 that consists of education, outreach and monitoring, regardless if the jurisdiction has previously met the 50% per capita disposal target. Building upon existing AB939 Annual Reporting, the first report to CalRecycle about Sonoma County's implementation plan begins in 2014 and includes reporting for the last six months of 2012.

Complying with this Measure, where one possible method is by local ordinance, is the responsibility of local jurisdictions. Implementation is flexible for jurisdictions and businesses as the measure does not specify materials to be diverted, allows jurisdictions to design programs, and allows businesses various ways to recycle. To assist with planning, the Agency Board has received the following presentations/information:

- May 19, 2010 Agency meeting. Presentation from Yvonne Hunter, Institute for Local Government (ILG) about their Sample Commercial Recycling Ordinance prepared under a contract with CalRecycle. ILG is the research and education affiliate of the League of California Cities and the California State Association of Counties.
- August 18, 2010 Staff report Mandatory Commercial Recycling Measure Update.
- October 20, 2010 Presentation from Susan Warner, Salinas Valley Solid Waste Management Authority, about their mandatory commercial/multifamily recycling ordinance.
- November 17, 2010 Presentation from Patrick Quinn, Sacramento County Waste Management and Recycling Department, about their mandatory business/multifamily recycling ordinance.
- January 19, 2011, Staff report about Creating Enforcement and Compliance Elements for Commercial Recycling based on an ILG webinar.
- May 15, 2011, Staff report about Multi-family Outreach Best Practices based on an ILG webinar.

II. DISCUSSION

On May 2, 2011, ILG hosted a webinar <http://www.ca-ilg.org/node/3323>, "Understanding California's Proposed Commercial Recycling Regulations: What Local Agencies Need to Know About the

Education, Outreach and Monitoring Requirements.” This webinar, the fifth in a series, helps local officials understand the proposed new regulations, emphasizing what they need to do to be in compliance with the education, monitoring and outreach requirements. The webinar also includes information about new tools available to help local agencies meet these challenges and will provide time for questions and discussion.

Speaker: Howard Levenson, Deputy Director, Materials Management and Local Assistance Division, CalRecycle, State of California

Mr. Levenson provided an overview of what jurisdictions are required to do under the draft regulation, as well as clarified what businesses are responsible for versus local jurisdictions.

Business responsibilities: The responsibility to recycle is on businesses, including public entities and multifamily units of 5 or more, that dispose of 4 cubic yards of solid waste per week.

- **As it relates to the regulations, there will not be any direct enforcement on businesses if they don't recycle**, unless the jurisdiction chooses on its own to implement an enforcement program.
- **CalRecycle will be responsible for measuring and reporting diversion tonnages**, as well as monitoring the goal of reducing approximately 3 million tons of solid waste from the commercial sector waste stream by conducting statewide characterization studies in 2014 and 2019.
- **CalRecycle and the Air Resources Board could consider revising the regulation to make it more** stringent and/or having the state enforce directly on businesses pursuant to the Air Resources Board's authority. This will only take place if goals are not being met. CalRecycle believes that the threat of enforcement by the State on businesses that don't recycle could help motivate some businesses.

Jurisdiction responsibilities:

- **Jurisdictions will be required to report to CalRecycle via the AB 939 Electronic Annual Report** starting with the 2012 annual report that is submitted in August 2013 on how they are implementing education/outreach/monitoring.
- **All jurisdictions must comply with the regulation** regardless if they have met the 50% mandate or not. Jurisdictions must start, or continue and in some cases expand, education, outreach and monitoring efforts in July 2012.
- **Education and outreach entails informing and notifying the businesses** that are subject to the regulation that they must recycle and how they can recycle in your community.
- **Monitoring entails identifying those businesses that are not recycling**, and notifying those businesses of the state requirement to recycle and informing them on how they can recycle in the jurisdiction.
- **Jurisdictions are not required to submit tonnage data from businesses** on how much the businesses are recycling.
- **A jurisdiction must include three items in the annual report:**
 1. The types of education/outreach/monitoring activities that are being implemented, and why those activities are what is needed to inform businesses of the state requirement and inform them of how they can recycle.

2. An explanation if activities are being phased in over time (for example, what is the rationale for phasing and what is the focus) and then updating in subsequent annual reports on how this is progressing.
 3. How many businesses were identified as not recycling and how many were contacted via letter or in person to inform them of the state requirement to recycle and how they can recycle. And if available, the total number of businesses in the jurisdiction that are subject to the regulations.
- **Jurisdictions are not held accountable if a business chooses not to recycle**, although the jurisdiction still needs to have outreach/education/monitoring. However, CalRecycle wants to know if there are businesses that aren't recycling so CalRecycle staff can intervene. There could potentially be enforcement taken by the State on businesses that don't recycle.
 - **CalRecycle will support local jurisdictions' efforts** as they will be working with statewide organizations, such as the California Chamber of Commerce and the Apartment Association, to get the message out statewide to businesses.
 - **Identifying businesses that are subject to the regulation**, jurisdictions might utilize the hauler's records to determine which of the businesses dispose of 4 cubic yards or more of solid waste per week. Or some jurisdictions, like those in rural areas, might find it challenging to determine which businesses generate 4 cubic yards/week so the jurisdiction might choose to educate/outreach to all of the businesses in the community and inform them of the state requirement. For example, there is a situation of L.A. County, which currently has to deal with many haulers. For their situation, CalRecycle will need to work with the County on what will be feasible.
 - **For education and outreach, the jurisdictions might choose to utilize their own staff, community groups, independent recyclers and/or the franchise hauler** to inform the businesses of the state requirement and how the businesses can recycle in the community.
 - **For the monitoring component, jurisdictions might also utilize these same staff to identify those businesses that aren't recycling** and to provide information to those businesses that are not recycling.
 - **While not a requirement of the regulation, jurisdictions can also choose to implement a mandatory commercial recycling ordinance or policy**, as well as an enforcement program. There are a number of communities, like Sacramento, Rancho Cordova and Chula Vista, that have implemented a mandatory commercial recycling ordinance.
 - **Jurisdictions can phase in their programs.** For example, jurisdictions may want to educate and monitor in the first year the multifamily complexes that have 16 units or greater because by law they have an onsite manager to work with. Jurisdictions also have the flexibility in how they develop and implement the education/outreach to owners of multifamily complexes. For example, if multifamily complexes have owners that are located in other areas of the state or live outside of the state, then the jurisdiction might take various approaches to contacting the owner to inform them of the state requirement to recycle at the complex, such as sending a letter, including information on the solid waste bill, etc.
 - **For larger jurisdictions target the largest businesses**--say the 20% largest businesses based upon the amount of solid waste that they dispose of--and then the next year move to the next largest group of businesses, and so on. There are so many different ways that jurisdictions can go about it. Because jurisdictions are allowed flexibility we will share with you

in general what would be considered compliant and if efforts need to be quantifiable.

- **Bottom-line—CalRecycle will be expecting each jurisdiction in the AB 939 Electronic Annual Report to report on how they are educating/outreaching/monitoring to the businesses.** To determine if those activities are compliant each jurisdiction will need to explain in the Annual Report why the activities they chose are needed to inform businesses of the state requirement. For example, if jurisdictions choose put up just one webpage is that really enough to reach businesses in their communities.

Education/outreach in detail—What it could look like:

To help jurisdictions understand what education/outreach/monitoring means, Mr. Levenson offered some examples of what jurisdictions could do annually to inform and educate and outreach to businesses.

- **Use electronic notifications.** For electronic education/outreach, Mr. Levenson advised that it might be easier to provide education to all businesses/multifamily complexes rather than only for those that are subject to the regulations. If you do provide electronic information via a webpage or e-mail be sure to include in your communication information about who the regulation pertains to. Jurisdictions might choose to send out e-mails to your business listings.
- **Use your existing social media.** Some jurisdictions are using Twitter, Face Book and other media to communicate with businesses. See Figure 1.

- **Coordinate with local business groups (e.g., Chamber, Apartment Associations, to post info on their website or distribute information to members.** You might also collaborate with local business organizations to help send out e-mails to their members, place information in their newsletters or place information on their websites. California Chamber of Commerce has offered to help CalRecycle inform businesses by utilizing its electronic Alert Newsletter <http://www.calchamber.com/NewsEvents/Alert/Pages/Default.aspx>.

- **Place information on the website.** Definitely, place information on the jurisdiction’s website (and the franchise hauler’s website, if applicable) that informs businesses of the state requirement to recycle and explains how businesses can recycle in the jurisdiction, e.g., information placed on the website might include contact information for the franchise hauler for service information, locations to self-haul recyclables to, recyclers that will collect, information about mixed waste processing options and source separated recycling options, etc. See Figure 2.

Figure 1: Sacramento Business Environmental Resource Center Recycling Market Development Zone program tweet on Twitter to their businesses.



Figure 2: www.Stop Waste.org webpage for businesses provides updates on recycling regulations and compliance. It is a great example of how an existing website could be utilized to add information about the state requirement.



- **Utilize existing brochures, letters and newsletters.** CalRecycle recommend that jurisdictions utilize existing print pieces and when updating an existing brochure, letter or newsletter that is sent out to businesses add in information about the state requirement and how businesses can recycle in your jurisdiction.
- **At a minimum CalRecycle recommends that print information should be sent annually, but it could be done more frequently or less frequently depending on what works for communicating to your businesses.** If you already send out information annually to businesses we would ask that you incorporate information about the state requirement for businesses to recycle. Or, if your budget does not allow sending out a printed material to all businesses annually, then maybe you could phase in your print outreach by sending out a certain number of printed materials to a specified group of businesses each year. Or you may find that it is most effective to provide a brochure on site visits.
- **Utilize ILG's model brochure and cover letter.** These resources can be downloaded from <http://www.ca-ilg.org/CommercialRecyclingFlyer>. See Attachment 1 for ILG's Sample Cover Letter.
- **Rural jurisdictions might include in its annual letter to businesses for business license renewals** information about the State requirement for businesses to recycle and how businesses can recycle in the rural jurisdiction.
- **Direct contact with businesses to inform them of the state requirement.** We encourage you to include information about the state requirement to any of the activities where the jurisdiction, hauler(s), and/or community organizations make direct contact with businesses. Examples of direct Contact include presenting at business forums, such as the Chamber of Commerce, and/or providing technical assistance through waste assessments to explain the state requirement and how businesses can recycle in the jurisdiction. **Always provide a contact person that businesses can call to ask follow-up questions.**
- **Ask community groups to participate in outreach.** Community Groups like Heal the Bay and others might help a jurisdiction in making direct contact with businesses. Community groups frequently engage in outreach to small businesses. They might be able to contact businesses in a particular area and meet one on one with businesses to explain how they can recycle in the community and inform the businesses of the state requirement to recycle.
- **Ask haulers to make contact with their business customers.** The jurisdiction's hauler or haulers may already contact businesses directly through their sales staff or staff that conduct waste assessments for businesses. The hauler can also help to inform the businesses that aren't recycling about the state requirement to recycle and explain how they can recycle. The hauler can then report back to the jurisdiction on those businesses that aren't recycling—in some jurisdictions the hauler may already be providing this type of information to the jurisdiction.
- **Request that enforcement officials provide education to businesses.** Another approach is that the jurisdiction's staff may already be working with businesses and can provide information to businesses on the state requirement to recycle. For example, some communities may utilize their health and/or building inspectors to inform businesses as they are working with them on inspecting an establishment or the local recycling coordinator may conduct waste assessments and can include information about the state requirement.

Monitoring in detail—how can jurisdictions comply

Monitoring means identifying businesses that are not recycling and informing them of the state

requirement to recycle and how they can recycle.

- **Choose whether the jurisdiction and/or hauler(s) conducts monitoring activities.** For jurisdictions that have an open non-exclusive collection system it will be more challenging for them to identify the businesses that aren't recycling and we would work with you to assess your situation and identify what would work for you for identifying businesses that aren't recycling.
- **Notify businesses not recycling.** As businesses are identified as not recycling, then jurisdictions are encouraged to utilize existing programs to incorporate information about the new state requirement and inform those businesses, such as letters that are sent to businesses, notifications sent electronically, on-site visits, phone calls from the hauler's sales representative, etc., to maximize resources.
- **Phase monitoring in over time.** Some jurisdictions have raised the question about how monitoring can be done for large numbers of businesses. Jurisdictions have the flexibility to choose to phase in monitoring over time depending on how many businesses are in the jurisdiction, including phasing in monitoring to focus first on larger business generators and/or multifamily complexes that consist of 16 units or more. Jurisdictions would report on their monitoring in the Electronic Annual Report.
- **What is a "Reasonable" monitoring effort?** There isn't a set number that needs to be monitored annually to be compliant with the regulation, but we would be looking for a "reasonable" effort based upon your resources, business community, etc. There isn't a set number in the regulations because it's going to vary by jurisdiction. In the annual report jurisdictions will need to explain how they plan to conduct monitoring and our staff will be discussing with you in the first year if that plan is reasonable. It is important that we emphasize that the goal here is to provide flexibility for the jurisdictions, but at the same time ensure that jurisdictions provide outreach/education/monitoring to businesses. Allowing flexibility is not providing a loophole for jurisdictions to not make reasonable efforts.
- **Monitoring is not just a one-time event** and CalRecycle expects you to think about how you would continue to monitor and inform those businesses that aren't recycling.
- **Remember that jurisdictions are responsible for informing the businesses and not responsible if the business chooses not to recycle.** Jurisdictions are responsible for reporting on their efforts to monitor and inform businesses that aren't recycling.
- **Specific example of what a jurisdictions monitoring program would look like.**
 1. The jurisdiction staff, or the franchise hauler(s), could track businesses and report to the jurisdiction on those businesses that are not recycling.
 2. Either the jurisdiction or the hauler would send a notice to the business to inform them of the state requirement and how the business can recycle in the jurisdiction.
 3. Either the hauler or the jurisdiction could follow-up in person or with a phone call to the businesses that are not in compliance with the state regulation. The purpose of this follow-up would be to assist the business with identifying how it can recycle in the local jurisdiction.
- **Rural jurisdictions that may have unique circumstances** due to small geographic size and/or low population density:
 1. Hauler informs the jurisdiction
 2. Jurisdiction sends out a letter that explains the state requirement that businesses recycle and how the businesses can recycle in the jurisdiction.

3. For jurisdictions that do not have staff and/or a hauler to do (1) above and because it might be difficult for the jurisdiction to ascertain which businesses are not recycling, then an annual letter would suffice. The letter could be sent electronically or hard copy depending upon the rural jurisdiction's situation.

How should a jurisdiction report in the AB 939 Electronic Annual Report (EAR) on the tons recycled by multifamily complexes when all the material is commingled?

- **The proposed regulation does not require businesses or jurisdictions to track and report to CalRecycle actual collected tonnages.** CalRecycle will be measuring the effectiveness of the regulation on a statewide basis, using a “macro” statewide characterization approach, so the proposed regulation does not require businesses or jurisdictions to track and report to CalRecycle actual collected tonnages achieved via local program implementation.
- **Jurisdictions report on how they are implementing education/outreach/monitoring. The regulation would require that jurisdictions report in the EAR on how they are implementing education/outreach/monitoring, such as what activities were implemented and why, how many and/or which types of businesses were contacted, how the X number of businesses were tracked and how businesses that are not recycling are informed of the requirement, etc.** To illustrate this here is an example of what you might report to CalRecycle in your EAR regarding your efforts for multifamily to outreach/educate/monitor--if you reported in the EAR that annual outreach is provided to all multifamily units and businesses via a letter, or bill insert, or site visit by hauler, etc., and that the hauler confirms that all multifamily units of 5 or more units and businesses have subscribed to recycling services, or that the hauler confirms X number are subscribing and that X number are not subscribing to recycling services and you have informed the owners of these complexes or businesses of the requirement by having the hauler meet with the on-site manager, or sending them a letter, etc., then that would be sufficient for reporting in the EAR. CalRecycle staff may ask a few questions about how you determine the number of businesses that aren't recycling and may want to go on a site visit to see how your efforts are being implemented. Also, the regulation doesn't break out monitoring by multifamily and we don't intend to be that specific in the reporting.

Jurisdictions are still encouraged to collect data and make appropriate assumptions, primarily for your own internal purposes. And if a jurisdiction is in a “good faith effort” situation in the next review cycle, then having this type of additional information could be helpful in assessing whether the jurisdiction **truly** is making a good faith effort to provide education/outreach/monitoring to the businesses to inform them of the state requirement to recycle and how they can recycle in the jurisdiction. But it wouldn't be required and would not need to be part of the EAR.

How will evaluations of effectiveness of programs work if County/Cities are not able to provide data, e.g., on the number of businesses and how many are not recycling?

- **CalRecycle will take into consideration the reasons that a County/Cities cannot provide any data.** However, County/Cities should have some data to provide to CalRecycle in the Annual Report to demonstrate that they have conducted education/outreach/monitoring.
- **The bottom-line is that if jurisdictions are making a good faith effort to educate/outreach/monitor and there are things outside of their ability to control, e.g., a hauler just won't provide data, then CalRecycle would take this into consideration.** This parallel to the AB939 review regarding implementing the SRRE and HHWE programs, good faith effort is determined on a case by case basis.

- CalRecycle will be conducting a mid-course measure of the effectiveness of this approach, which could lead to changes if warranted.

If haulers or independent recyclers are not regulated parties, how can the County/Cities and businesses be held accountable if the haulers are not required to provide services or report to the jurisdictions?

- **The requirement is on businesses to recycle by using any combination of recycling options.** Options include subscribing to a recycling service, self hauling recyclables, using a mixed waste processing facility and/or allowing for the pickup of recyclables.
- **It seems unlikely that a community has no options for businesses to recycle.**
- It is possible that if the scenario presented here was a significant statewide issue that CalRecycle would revisit the regulation, but we don't believe that this is a current issue.
- Jurisdictions could establish their own requirements on haulers regarding reporting.

Regulation timeline

The proposed Mandatory Commercial Recycling regulation has been postponed to a future Air Resources Board meeting. CalRecycle will notify stakeholders of the new Board meeting date as soon as it is determined.

For more information

- CalRecycle's web site at <http://www.calrecycle.ca.gov/Climate/Recycling/default.htm>
- ILG resources www.ca-ilg.org/CommercialRecycling including commercial recycling case stories, sample ordinance, sample fliers in English and Spanish, and the archived webinar series.

III. FUNDING IMPACT

There are no funding impacts resulting from this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Continue monitoring the progress of the regulations and provide education about models implemented by other local jurisdictions.

V. ATTACHMENTS

Sample Cover Letter to Businesses and Apartment Owners-Managers Receiving Commercial Recycling Flyer.

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA

Sample Cover Letter to Businesses and Apartment Owners-Managers Receiving Commercial Recycling Flyer

How to Use This Sample Letter

Local agencies may use this sample cover letter as a companion to the sample commercial recycling flyer prepared by the Institute for Local Government. The purpose of the flyer and letter is to help local agencies educate businesses about proposed new state requirements to recycle, and about any local requirements that may apply. The sample cover letter includes suggested language and options that can be tailored to the individual community. It also includes commentary for local officials about key options or issues to consider as they adapt the letter for their individual agencies.

The sample letter reflects the proposed business recycling requirements under development by the State of California. The requirements are expected to be adopted in fall 2011. Information about the proposed regulations is available at: www.calrecycle.ca.gov/climate/Recycling/default.htm.

If the flyer template is used before the proposed statewide commercial recycling regulations are adopted in fall 2011, local agencies should modify the cover letter and flyer accordingly.

Who Should Receive the Letter and Recycling Flyer?

The sample cover letter and sample flyer are designed for local businesses and owners/managers of multi-family communities. Separate sample flyer templates are available for businesses and for owners/managers of multi-family communities. The multi-family community flyer also provides information for tenants. They all are available in both English and Spanish.

Local agencies may wish to use one cover letter for both businesses and apartment owners/managers, or prepare separate letters for each.

Where to Find the Sample Commercial Recycling Flyer Template

The sample commercial recycling flyer template is available in English and Spanish on the Institute for Local Government's website at www.ca-ilg.org/CommercialRecyclingFlyer. It is available in PDF and In-Design formats and can be modified by the local agency to fit local conditions. Instructions on how to access and modify the flyer templates are available at www.ca-ilg.org/CommercialRecyclingFlyer.

Options for Distributing the Flyer and Cover Letter

Finding the best way to reach the right individuals in the business and multi-family communities may vary depending upon the local agency. Agencies may want to use multiple approaches to distributing the flyer and educating businesses. Options to consider include the following.

- Work with your local solid waste and recycling service provider(s) to distribute the letter and flyer.
- Include the letter and flyer in monthly utility bills or with business license applications or renewals. Be aware, though, that this approach may not always be the best way to reach the right business managers who have the authority to establish recycling programs or sign up for recycling services.
- Work with local apartment associations to identify the best way to distribute the information to apartment owners and managers directly. Local agencies may want phase in contacting multi-family communities, starting with those that have on-site managers (generally any multi-family community with 16 or more units).
- Work with local chambers of commerce or downtown business associations to distribute the letters and flyers or give presentations at meetings or events.
- Work with ethnic business associations to distribute the letter and flyer.
- Provide cover letters and flyers at local agency facilities.
- Place the cover letter and flyers on the agency's website that informs businesses about local and state recycling requirements.

Small or rural agencies may have unique circumstances that limit their options to reach businesses. In these situations, local officials may wish to consider the following as ways to educate businesses about recycling requirements, in addition to those suggested above.

- Include the business recycling flyer and cover letter in the agency's annual business license renewal communication.
- Work with local solid waste and recycling service providers to give the flyer and cover letter to businesses they serve.

Acknowledgements

The Institute thanks the California Department of Resources Recycling and Recovery (CalRecycle) for its support of this project. The Institute also thanks the city, county, waste industry, apartment association and CalRecycle representatives who served on the Advisory Committee for this project.

This paper is a service of the Institute for Local Government (ILG) whose mission is to promote good government at the local level with practical, impartial, and easy-to-use resources for California communities. ILG is the nonprofit 501(c)(3) research and education affiliate of the League of California Cities and the California State Association of Counties.

For more information and to access the Institute's resources on sustainability, go to www.ca-ilg.org/sustainability

Sample cover letter text begins on next page.

Local Agency Letterhead

Proposed Text for Sample Cover Letter

To: Businesses Operating in *insert name of city/county*

From: *Insert name of agency contact (plus phone number-email if appropriate)*

Re: New¹ State Recycling Requirements for Businesses and Multi-Family Communities²

The attached flyer is provided to help you, your employees and tenants understand new state requirements related to recycling by businesses.³ Additional copies of the flyer are available upon request or on the *city/county* website at URL.

Who Must Recycle

State⁴ [*and local*] law require[s] the following businesses to arrange for recycling services:

- Any business that generates 4 cubic yards or more of waste per week [*modify to include local agency requirements if different*]; and
- Multi-family communities with five or more units **and** that generate 4 cubic yards or more of waste per week. [*modify to include local agency requirements if different*]

How to Arrange for Recycling Services

[Option A: For communities with exclusive franchise or agency provided recycling services]

- Businesses that meet the threshold must place source-separated recyclable materials in the bins or containers provided by *city's/county's* exclusive waste and recycling service provider.
- Business may also donate, sell and/or make other arrangements for pick up and recycling of the materials. This includes self-hauling the materials to recycling facilities.⁵

[Option B: For communities with open competition]

- Businesses that meet the threshold must arrange for recycling services by one of the companies authorized to provide such service in *insert name of city or county*.
- Business may also donate, sell and/or make other arrangements for pick up and recycling of the materials. This includes self-hauling the materials to recycling facilities.⁶

*[Option C: For communities served by mixed-waste material recovery facilities]*⁷

- Waste and recyclable materials collected in city/county name are processed at a mixed waste materials recovery facility.
- *Insert optional language regarding any source separation requirements for specified materials.*
- Business may also donate, sell and/or make other arrangements for pick up and recycling of the materials. This includes self-hauling the materials to recycling facilities.

Opportunities to Save Money by Recycling⁸

In city/county name, you can save money by recycling more and disposing less. This is because recycling fees are less than waste disposal fees.⁹

Opportunities to Save Resources and Help the Environment

Recycling conserves resources and reduces greenhouse gas emissions. It extends the life of our landfills and helps create a healthy environment for our community and future generations.

Be Sure to Educate Your Employees

Employees are key to a successful business recycling program. Please make sure your employees know which materials can be recycled and where to place the recyclable materials for temporary storage and ultimate collection. Copies of the attached flyer may be useful to help education and inform employees about proper recycling procedures.¹⁰

Enforcement and Compliance Requirements¹¹

Insert information about local enforcement and compliance elements

What *Not* to Place in Recycling Bins

Some hazardous waste can be recycled if handled properly. Other types of hazardous waste must be sent to a special facility. Of course, no hazardous waste should be placed in trash containers.

- Hazardous waste such as batteries, paint, antifreeze, chemicals and cleaning products should not be mixed in with your recyclable materials set out for collection. Instead, these hazardous wastes should be recycled or disposed of properly. For more information about proper handling, please visit insert URL or other information.¹²
- Electronic devices such as old computers, monitors, TVs, and cell phones are recyclable but also contain hazardous materials. They should not be placed in recycling bins or in trash bins either. For more information about how to manage these items, visit insert URL or other information for e-waste collection opportunities.

- Got old tires? Make sure they end up in the right place by visiting *insert URL or other information.*

Where to Go for More Information¹³

- Information about California's *proposed* business recycling requirements is available from the California Department of Resources Recycling and Recovery (CalRecycle) at www.calrecycle.ca.gov/climate/Recycling/default.htm.
- Information about business recycling is available from the California Department of Resources Recycling and Recovery (CalRecycle) at www.calrecycle.ca.gov/Business/.
- *Information about local business recycling requirements is available at _____*¹⁴
- *Insert information about how to learn about local community recycling service provider(s)*

Technical and Financial Assistance¹⁵

Information about how to request a waste assessment at your business is available at [insert local agency URL or other information]

Information for Apartment Owners-Managers¹⁶

It is important that both apartment managers and tenants understand the requirements to recycle, which materials can be recycled and where to place them for collection.

- Proposed state law requires multi-family communities with 5 or more units **and** that generate 4 cubic yards of waste per week to recycle.
- Proposed state law requires apartment owners to offer recycling services, and residents are required by law to recycle.
- *Insert information about any local recycling requirements for multi-family communities.*
- The attached flyer can be used to educate tenants about proper procedures for recycling. Copies of the flyer may be duplicated; they are available at *insert agency URL* for printing and distribution to tenants.
- Consider placing the flyers in areas such as laundry rooms or at garbage collection locations.
- Consider giving the flyer to new tenants when the lease is signed and annually to all other tenants.
- Consider including recycling requirements in tenant leases.

- Information about multi-family recycling is also available from the California Apartment Association at www.caanet.org/caarecycling.¹⁷

Endnotes

Commentary for Local Agencies

¹ The proposed new state commercial recycling regulations are anticipated to be adopted in fall 2011. If the flyer template is used before the proposed statewide commercial recycling regulations are adopted, local agencies should modify the cover letter and flyer accordingly. For example, the word “Proposed” could be inserted before the term “State law.” Information about the status and content of the regulations is available at www.calrecycle.ca.gov/climate/Recycling/default.htm.

² Agencies may wish to combine the letters to businesses and apartment owners/managers or prepare separate versions for each. The sample letter can be modified to accommodate either approach.

³ The sample letter may be modified to include references to any local commercial recycling requirements as well. Similar language is included in the sample flyer template, which may also be modified to reflect local recycling requirements.

⁴ The sample letter reflects California’s proposed business recycling requirements currently under development. These requirements are expected to be adopted in fall 2011. Information about the proposed regulations is available at www.calrecycle.ca.gov/climate/Recycling/default.htm.

⁵ It is important to include this option in the letter to be consistent with existing law. (*See Waste Management v. Palm Springs Recycling Center, Inc., Cal. 4th 478 (1994).*) For questions regarding legal issues, local agencies should consult with their legal counsel.

⁶ It is important to include this option in the letter to be consistent with existing law. (*See Waste Management v. Palm Springs Recycling Center, Inc., Cal. 4th 478 (1994).*) For questions regarding legal issues, local agencies should consult with their legal counsel.

⁷ The proposed state business recycling regulations require that local agencies served by mixed waste material recovery facilities still must educate businesses about the need to recycle. In addition, in some communities served by mixed waste material recovery facilities, businesses are encouraged or required to source separate some recyclable materials (such as cardboard or paper) in order to avoid contamination. Finally, the ability of a business

to donate, sell and/or make other arrangements for pick up and recycling of materials, including self-hauling, still applies, regardless if the community is served by a mixed waste material recovery facility.

⁸ This section may be modified to reflect the recycling and disposal fee structure in communities. While in most cases recycling services cost less than disposal services, in those situations where they do not, it may be best to omit this section.

⁹ Consider inserting more detailed information about money-saving opportunities, such as (if applicable) “recycling is free” or “recycling is half the cost of waste disposal.” Other options include examples of how specific businesses have reduced their costs by increasing recycling or quotes from business owners or apartment managers who reduced their disposal bills by recycling.

¹⁰ Information about how to obtain additional copies of the flyer may be inserted here, in the “Where to Go for More Information” section, or in both places.

¹¹ The proposed state regulations related to business recycling do not include any requirement that cities or counties implement an enforcement or compliance system. Some locally adopted commercial recycling programs include enforcement and compliance requirements. If a local enforcement and compliance system exists, it can be described in this section. For more information about options for local agency recycling ordinances, including enforcement and compliance options, see the Institute for Local Government’s Sample Commercial Recycling Ordinance at: www.ca-ilg.org/samplecomrecycord.

¹² This section may be expanded to provide information about local hazardous waste recycling options for business that generate a small amount of hazardous waste. Some small businesses may be eligible to dispose of their hazardous waste through local household hazardous waste collection programs or events.

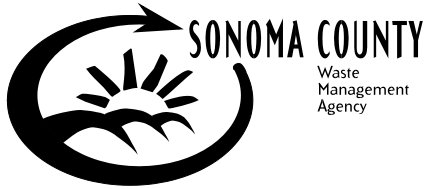
¹³ This section may be modified to include agency-specific information, such as website or telephone information, information about service providers (especially important if the agency is served by an exclusive franchise with one company), or other agency-specific information.

¹⁴ Include only if local business recycling requirements apply.

¹⁵ This option is available for agencies that offer waste assessments themselves or in conjunction with local service providers. Similarly, if financial assistance is available, such as grants or free bins/containers, this information can be included here.

¹⁶ This section may be included in the general cover letter, or in a letter prepared separately for apartment owners and managers.

¹⁷ Many local apartment associations have information about recycling. Consider including those resources in the letter as well.



Agenda Item #: 3.2.c
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 6/15/2011

ITEM: Update on Short-Term Compost Possibilities

I. BACKGROUND

The Sonoma County Waste Management Agency was formed in 1992 through a Joint Powers Agreement with a major program area to create a regional system to deal with wood and yard wastes for Sonoma County. The composting operation at the Central Disposal Site has been operating since 1993, diverting over 1.3 million tons of organic waste from landfill disposal or alternative daily cover.

At the April 20, 2011 SCWMA meeting, staff presented an analysis of facilities and associated costs that have the potential to receive current and future organic materials. The Board directed staff to begin discussions with the County regarding the feasibility of reopening or altering agreements between the SCWMA and County and County and the Ratto Group of Companies to allow alternative hauling of organic materials from the transfer stations.

II. DISCUSSION

SCWMA staff met with County staff on April 27, 2011 and discussed potential issues with food waste collection at the Healdsburg Transfer Station, including the potential of high liquid-content food wastes on the tip floor. Existing vegetative food waste delivered to the transfer stations is not problematic, as the material tends to be mixed in with the drier yard and wood waste materials. However, dedicated commercial food waste loads have the potential to be of a higher liquid content and potentially unacceptable for receipt at the Healdsburg Transfer Station.

A potential solution could be to limit full food waste delivery to the Healdsburg Transfer Station to those co-collected with green and yard waste (i.e. residential-style collections) and having dedicated commercial food waste loads directly hauled to the composting facility.

Other concerns discussed at the April 27 meeting were the problems inherent when full food materials would be allowed at one location and not others, and the logistics of changing the Agency's and County's agreements to facilitate the change of delivery location.

It is important to note that Agency staff is still progressing toward the Draft EIR for the compost relocation project and that economic models presented at the April 2011 SCWMA meeting showed the least cost model with the greatest capacity was directing the entirety of the system tonnage to Site 40. Staff believes that if a diversion from the current system is sought, it should only be for a transitory stage until a relocated site becomes available. Staff believes that once a material is advertised for diversion, it is very difficult to change consumer behavior in the future if the material is no longer approved for diversion. The Agency should consider whether allowed materials would be acceptable at the future location.

Agency staff met with County staff and Redwood Empire Disposal staff on May 26, 2011 to further discuss potential issues and to attempt to quantify the cost of a change in service. Redwood Empire Disposal staff agreed to examine the potential costs of hauling material from Healdsburg to Cold Creek Compost and how that may impact the hauling rate for the Annapolis, Guerneville, and Sonoma Transfer Stations. It was decided to only examine costs for including food wastes in the residential-style, comingled green bin collection service and not dedicated commercial food waste collection service due to the potential issues related to dumping high liquid content materials at the

transfer stations. This would not prevent individual cities from pursuing agreements with their hauler to transport commercial food waste loads directly to a composting site.

At a subsequent conversation with Ratto employees June 1 the desirability for Ratto personnel involved in directing their trucking operations to visit Cold Creek Compost to examine the route was discussed. However, as of this writing a date for such an inspection had not been confirmed.

Cost estimates were not available at the time of transmittal preparation. Revised estimates will be provided at a future Board meeting.

III. FUNDING IMPACTS

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

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This transmittal is informational only.

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA

Mendocino Solid Waste Management Authority

A joint powers public agency

Michael E. Sweeney
General Manager
P.O. Box 123
Ukiah, CA 95482

(707) 468-9710
sweeney@pacific.net

April 18, 2011

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

RE: Cold Creek Compost

Dear Mr. Kirn:

I was happy to see the SCWMA agenda item on organics that identified Cold Creek Compost as the lowest-cost alternative for green waste from the Healdsburg Transfer Station.

One point should be added in your consideration of this alternative: Cold Creek can receive residential food waste which is collected in the existing curbside green waste bins. The City of Fort Bragg and portions of unincorporated Mendocino County already take advantage of this option. Communities in the Healdsburg Transfer Station watershed could also benefit from this diversion opportunity.

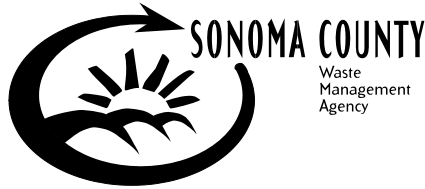
Mendocino County, and our entire region, are fortunate to have Cold Creek Compost available as an organics processor. Cold Creek has complied with the most stringent regulatory requirements. In addition to providing a destination for a wide range of organic waste, including chicken carcasses from Sonoma County, Cold Creek produces a high-quality soil amendment that is widely used by agriculture.

I recommend Cold Creek Compost for favorable consideration by the SCWMA and the County of Sonoma.

Sincerely,



cc: Henry Mikus, Executive Director, SCWMA



Minutes of May 18, 2011

The Sonoma County Waste Management Agency (SCWMA) met on May 18, 2011, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue., Santa Rosa, California

Present:

City of Healdsburg	Mike Kirn, Chair
City of Cloverdale	Nina Regor
City of Cotati	Marsha Sue Lustig
City of Petaluma	Susan Lackie
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	Susan Klassen
Town of Windsor	Christa Johnson

Staff Present:

Counsel	Janet Coleson
Staff	Patrick Carter
	Karina Chilcott
	Charlotte Fisher
	Henry Mikus
	Lisa Steinman
Recorder	Elizabeth Koetke

- 1. Call to Order/Introductions**
The meeting was called to order at 8:30 a.m.
- 2. Open Closed Session**
Conference with Legal Counsel – Anticipated Litigation
Government Code section 54956.9(b)(1) and (b)(3)(A) one case.
- 3. Adjourn Closed Session**
No report.
- 4. Agenda Approval**
Nina Regor, Cloverdale, moved to approve the agenda. Marsha Sue Lustig, Cotati, seconded. Agenda approved.
- 5. Attachments / Correspondence**
Chair Kirn called attention to the Director's Agenda Notes and Reports by Staff and Others; HHW Operations Plan Update, Letter of Support for SB 515 (Corbett) Battery Stewardship Act, May 2011 Outreach Events.
- 6. On File with Clerk**
Chair Kirn noted the resolutions approved in April 2011, which are on file with the clerk.

7. Public Comments (items not on the agenda)

Martin Mileck, Cold Creek Compost, urged the Agency to redirect some of the yard debris from Northern Sonoma County to Cold Creek Compost instead of taking it to Central. It would reduce the carbon foot print and Cold Creek Compost has the ability to compost food waste.

Consent

8.1 Minutes of April 20, 2011

8.2 FY 10-11 Third Quarter Financial Report

8.2 Seventh Amendment to Petaluma HHW Services Agreement

Christa Johnson, Town of Windsor, moved to approve the Consent Calendar. Dell Tredinnick, Santa Rosa, seconded. Consent Calendar approved.

9. Carryout Bag Decision Process (*continued from April meeting*)

Patrick Carter explained there was an addendum to the staff report. The California Supreme Court took up the case of Manhattan Beach. The court held a hearing, and they are expected to rule on the case in the next 3 months.

Mr. Carter gave a PowerPoint presentation which included a decision tree with 3 different models for the Board's consideration. The results of the Manhattan Beach case could affect the cost and how CEQA is dealt with, but it should not affect the 3 models presented in the PowerPoint presentation.

The options include an Agency countywide ordinance, an Agency model ordinance with an umbrella program EIR, and an individual effort by each interested jurisdiction.

Public Comment

Tim James, California Grocers Association, commented that consistency among the retailers is vital, covering the broadest geographical area will help consumers to remember how to manage any ordinance.

Mary Munat (known in the community as "Green Mary"), reported that at the February 2, 2011 Plastic Bag Forum, Carol Misseldine said that 25% of the world's population lives with some type of plastic bag ban. Most of the litter seen roadside is larger plastic bags.

Ernie Carpenter, citizen, reminded the Board that now there are two ordinances to be addressed with two potential recommendations for countywide EIRS (single use bag ban and C&D). The question is if they should be done in en masse or separately city by city. Mr. Carpenter also commented the SWAG invited the Agency to come and make a presentation about what the Agency does, he felt that would be a good idea as there are only about 5 years left before the JPA Agreement expires in 2017. And for the record, he supports the single-use bag ban.

Ken Wells, Guiding Sustainability, felt cost estimates provided by staff for the single-use bag ban were inflated, he thought the work could be done with consultants for less.

Melissa Bushway, citizen, urged the Agency to continue this work as it is an issue that is of concern to the general public and businesses as well.

Boardmember Discussion

The Boardmembers questioned enforcement of a bag ban in light of the possible dissolution of the Agency in 2017. Counsel was asked to research possible outcomes to Agency ordinances depending on what might happen in 2017. The consensus of the Board was to take the PowerPoint presentation to each of their City Councils by the end of summer. Agency staff will be available to help with the presentations, if desired. At the July or August meeting, Boardmembers will take a straw vote as the decision on this item will require a unanimous vote.

10. FY 09-10 Audit

Charlotte Fisher described Section 21. 'Records and Accounts' as found in the Agreement between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues. It states: "Agency will cause the books and records to be kept, and audit to be made, in accordance with the statutory requirements for Joint Powers Agencies." In response to this condition, an audit for FY 09-10 was performed and presented for approval.

In the Annual Report for the Fiscal Year Ended June 30, 2010, the first section is the Auditor-Controller Report, the second section is the Management's Discussion and Analysis, the third section is the Basic Financial Statements. There is a statement of revenues, expenses and changes in fund net assets. A cash flow comparison is the final statement before the notes made to the basic financial statements.

A management letter defining deficiencies was included with the audit. A response to this management letter is required of the Agency Board of Directors. The deficiencies identified were lack of supporting documentation for one expenditure, and revenues and expenses that were recognized in the incorrect fiscal year. Since both of these deficiencies occurred in the accounts payable and receivable, staff developed a more systemized and detailed procedure to identify, collect documentation and facilitate posting to the County's accounting system. Staff also developed procedures and assigned responsibility for payment/receipting, posting to the accounting system and application to the financial statements.

The decrease in SCWMA's total assets of \$534,284 referenced in the financial statements is the result of using reserve funds for Board approved projects, such as the preliminary work necessary for a relocation of the compost site, the expansion of the Household Hazardous Waste Facility, and the preliminary work associated with developing a sustainable funding model for SCWMA's replacement of the current surcharge tipping fee. These are one-time projects and are in keeping with the approved use of the reserve funds.

Susan Klassen, County of Sonoma, moved to approve the FY 09-10 Audit and submit the letter. Nina Regor, Cloverdale, seconded. FY 09-10 Audit approved.

City of Sebastopol left the meeting at 10:00 a.m.

11. Sonoma County/City Solid Waste Advisory

Steve Barbose, City of Sonoma, serves as the SCWMA liaison to the SWAG. Mr. Barbose reported the Research Subcommittee report is available at the SWAG website (http://www.sonoma-county.org/tpw/divisions/integrated_waste/solid_waste_adv_group.htm) and will be taken to each of the City Councils.

12. PG&E Fluorescent Lamp Recycling Regional Outreach Contract

Karina Chilcott explained this item is a grant awarded by the PG&E Corporation Foundation to the Counties of Napa and Sonoma to encourage local businesses to participate in the collection of spent fluorescent lamps as part of an extended producer responsibility approach.

Christa Johnson, Windsor, moved to approve the PG&E Fluorescent Lamp Recycling Regional Outreach Contract. Nina Regor, Cloverdale, seconded. Motion passed. Sebastopol absent.

13. Beverage Container Grant Discussion

Patrick Carter explained that historically Agency staff administered this program for all Sonoma County jurisdictions, collecting the funds, creating agreements for beverage container collection service, and purchasing new collection containers and enclosures.

For the upcoming grant cycle, staff proposed using existing FY 2009-10 funding to develop an RFP to hire an outreach consultant to provide countywide door-to-door education at commercial facilities and

multifamily complexes, highlighting the need to recycle beverage containers as well as the need to comply with the imminent Mandatory Commercial Recycling (MCR) requirements.

Staff discussed this outreach project with CalRecycle staff and received feedback that the approach to target MCR would be allowed. The grant amount expected to be available to the Agency for the FY 2010-11 Cycle is \$132,496.

Public Comment

June Michaels, AB 939 LTF questioned if the RFP had been released.

Steve McCaffrey, Redwood Empire Disposal (RED), encouraged Agency staff to move quickly on this issue as there is competition for this grant money, there is a lot of public interest in this issue.

Boardmember Discussion

After some discussion, Chair Kirn asked staff if they had clear direction.

Patrick Carter confirmed the direction to staff was to submit funding request forms and to invoice individual jurisdictions for the grant amount. Staff was to develop an RFP for a consultant to provide outreach education to commercial facilities and multi-family complexes with regard to MCR and beverage container recycling. Staff was also to examine the feasibility of expanding the project to include used oil outreach to widen the scope and funding for the combined outreach project.

Boardmembers also requested that staff interface with haulers to ensure consistency and avoid duplication of efforts, and also to provide some flexibility with the request forms which would allow the purchase of some new containers.

Susan Klassen, County of Sonoma moved to approve the motion. Linda Babonis, Rohnert Park, seconded. Motion carried. Sebastopol absent.

14. Multi-family Outreach Best Practices

Karina Chilcott noted The California Air Resources Board (ARB) Scoping Plan for the California Global Warming Solutions Act of 2006 (AB 32, Núñez, Chapter 488, Statutes of 2006) was adopted with a Mandatory Commercial Recycling Measure designed to achieve a reduction in greenhouse gas emissions of 5 million metric tons of carbon dioxide equivalents by 2020 and beyond.

Under the Scoping Plan, the California Department of Resource, Recycling and Recovery (CalRecycle) is the lead Agency for implementation and compliance with the measure. Under the draft Regulations, jurisdictions must implement a commercial recycling program by July 2012 that consists of education, outreach and monitoring, regardless if the jurisdiction has previously met the 50% per capita disposal target. Building upon existing AB939 Annual Reporting, the first report to CalRecycle about Sonoma County's implementation plan begins in 2014 and includes reporting for the last six months of 2012.

Complying with this Measure, where one possible method is by local ordinance, is the responsibility of local jurisdictions. Implementation is flexible for jurisdictions and businesses as the measure does not specify materials to be diverted, allows jurisdictions to design programs, and allows businesses various ways to recycle.

The Institute of Local Government has been very helpful providing information about multi-family complex recycling. Staff will continue to monitor the progress of the regulations and provide education about models implemented by other jurisdictions. No action required on this item.

15. Boardmember Comments

Dell Tredinnick, Santa Rosa, commented it was a good meeting and he felt some headway was made on the bag ban.

Marsha Sue Lustig, Cotati, said it was a delightful meeting.

Chairman Kirn commented that E.D. Mikus attended the City of Healdsburg City Council meeting and spoke about the 'hot topics' the Agency is dealing with and also about the relationship between the Agency and the SWAG. Also, this week is National Public Works week.

16. Staff Comments

Executive Director Henry Mikus commented he was asked by Supervisor Zane to return to the June SWAG meeting and talk about the Agency.

The 2011 Recycling Guide is in the new AT&T Phone Book.

Mr. Mikus suggested that, based on previous history, the July meeting could be cancelled. This item is to be discussed at the June meeting.

Mr. Mikus mentioned that there is some sentiment among Board members to change the meeting location back to the Laguna Plant. This item is to be discussed at the June meeting.

17. Next SCWMA Meeting – June 15, 2011

18. Adjournment

Meeting adjourned at 11:01 a.m.

Respectfully submitted,
Elizabeth Koetke

RESOLUTION NO.: 2011-

DATED: June 15, 2011

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
RECOGNIZING ELIZABETH KOETKE FOR SIX YEARS OF SERVICE

WHEREAS, the County of Sonoma and the municipalities of Sonoma County agreed to comply with the requirements of AB 939 by forming the Sonoma County Waste Management Agency (SCWMA) to divert as much of the waste stream as possible; and

WHEREAS, the SCWMA has developed many programs managed by staff to accomplish that purpose; and

WHEREAS, the SCWMA office is central to the members of the Board of Directors, the staff, the contractors and the public; and

WHEREAS, Elizabeth has maintained an office that is effective, supportive and friendly; and

WHEREAS, Elizabeth has also exhibited flexibility and steadfast effort in response to a changing environment.

NOW, THEREFORE, BE IT RESOLVED that the SCWMA hereby recognizes and commends Elizabeth Koetke on six years of conscientious and enthusiastic service to the Sonoma County Waste Management Agency and wishes her well in her future professional endeavors.

MEMBERS:

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

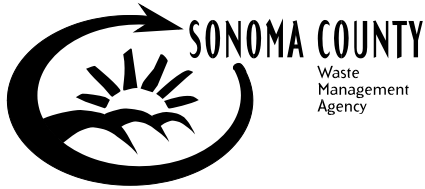
SO ORDERED.

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

ATTEST:

DATE:

Henry J. Mikus
Executive Director of the Sonoma County Waste Management Agency of the State of California in and for the County of Sonoma



Agenda Item #: 8
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 6/15/2011

ITEM: HHW Reserve Funding Account

I. BACKGROUND

At the January 2006 Agency Board meeting, the Board requested that a financial reserves policy be developed to provide guidance for the operations and funding of the Agency. A new Financial Reserves Policy based on Agency goals, regulatory requirements, and financial risks, which would replace the reserves policy established in 2001, was presented and approved at the February 15, 2006, Agency meeting. The new Financial Reserves Policy began with the FY 06-07 budget.

The policy, approved in 2006, has four reserve funds: Organics Program Reserve, HHW Facility Closure, HHW Operating Reserve, and the amended Contingency Reserve. This discussion concerns the two HHW-related reserve accounts only.

HHW Facility Closure Fund is mandated by the permit-by-rule for treatment of hazardous waste collected at the facility, which is owned by the County, then occupied and operated by the SCWMA. The SCWMA is the permit holder of Permit No: 00-7161 issued by the Certified Unified Program Agency (Sonoma County Department of Emergency Services); as such, SCWMA is responsible for establishing and maintaining a closure fund. As the permit holder, SCWMA may establish the amount contained in the closure fund. When the Board adopted the reserve policies in 2001, the amount for this reserve was set at having \$100,000 accumulated by FY 16-17 (to coincide with the expiration of the JPA agreement). The policy approved in 2006 did not make any changes to this amount, as the HHW Facility Closure Fund remained as was originally approved in 2001.

This policy was, however, amended by the Board in May 2008 to accumulate \$62,000 (including a 20% contingency); this lower amount was based on a survey of other similar facilities coupled with preparation of an up to date cost estimate. This newer goal for the closure fund has been met and, unless there is a change in the accumulation goal, the only increase in the fund balance would be from interest earned.

This reserve fund does not include demolition of the building. If it is determined that the building needs to be demolished, then an estimated \$450,000 (including a 20% contingency) will need to be added to the cost of closure for the demolition of the existing structure and disposal of the materials. These costs were not included as part of the HHW Facility Closure Fund because it was believed that the building itself has many potential beneficial uses for the County or a new owner, should it not be used for HHW collection if our facility ceases operating.

HHW Facility Reserve Fund (HHW Operating Reserve) was established by the SCWMA Board in 2006 when it became apparent (with the opening of the facility in 2005) that the HHW program would require use of about 80% of the tipping fee surcharge funding. It was also recognized that costs incurred had the potential to increase significantly in short periods of time. The goal for the facility reserve was established at 50% of the budgeted annual HHW program operational expenses in order to provide a "safety net" to provide for unexpected spikes in costs or a

significant program change. The FY 11-12 projected operations cost is budgeted at \$1,627,255. For FY 11-12 then, the HHW Facility Reserve should contain \$886,792 to meet policy.

II. DISCUSSION

At the March 16, 2011 Agency Board meeting, there was discussion about possible future projects including: the single-use bag ban, a mandatory commercial recycling program, and expansion of the organics program. One of the possible funding options discussed, for the single-use bag ban and/or the mandatory commercial recycling program, was to use the Household Hazardous Waste (HHW) Facility Reserve Funds that exist in excess of the policy-required minimum amount. Exercising this option, however, would require a Board policy change.

The purpose of this staff report is to re-examine the original justification for the established amounts in both the HHW Facility Closure Fund and HHW Operating Reserve Fund, and discuss future potential impacts to these funds.

Prior to this meeting, the HHW Facility Closure Plan was reviewed, at no charge, by Larry Sweetser with Sweetser & Associates, Inc. Mr. Sweetser was involved in the preparation of the 2007 Sonoma County Household Hazardous Waste Program Benchmarking and Program Evaluation. Mr. Sweetser agreed that there would be no need to demolish the building. He did think our cost estimate of \$1,000 for sampling and analysis seemed low. Staff recommends increasing this cost from \$1,000 to \$3,000. Another category reviewed was collection of wastes from decontamination activities. Currently the cost in the plan to dispose of contaminated absorbent material is \$210.00. Staff also recommends an increase to \$3,000 to cover the disposal of contaminated absorbent including the cost to dispose of the water used for clean-up. The overall recommended increase to the HHW Facility Closure Fund is \$6,000.

The following are examples of possible unexpected expenses which would be funded through the HHW Facility Reserve Fund.

Staff is seeing a steady increase in participation at the Household Toxics Facility and at the mobile collection programs, resulting in higher costs for disposal from year to year. It is unknown how much participation may increase in the future; therefore, there may be higher disposal costs and/or the need for extra personnel to handle higher volumes of waste.

Other unexpected costs could include: maintenance at the HHW Facility and expenses associated with natural disasters. In the case of a natural disaster, it is unknown what costs the Agency may incur, particularly as a result of large amounts of household hazardous waste coming through the program over a concentrated period of time. Even with reimbursements through the Federal Emergency Management Agency (FEMA), the Agency may need to cover funding of these expenditures until FEMA reimbursements are received.

The single largest component of the HHW program is currently paint. Staff anticipates that the recent passage of AB 1343, the Paint Product Stewardship legislation, will offset some of those costs. AB 1343 establishes a producer financed, designed, and managed postconsumer paint recovery program. This program is set to start July 1, 2012. It will be unknown as to how much cost savings this program will provide to the Agency's HHW budget until this program is in place. Until that time, anticipated disposal costs for the HHW program are expected to remain the same or increase due to increased participation.

The goal for the HHW Facility Reserve was established at 50% (or six months) of the annual HHW program operational expenses. Staff believes it would be appropriate to reduce this amount, to have at least four months of reserves (\$591,195) in place in case of future unexpected expenses. The

examples of possible unexpected expenses previously mentioned should be planned for. It is difficult to know, however, what other unexpected expenses might come up.

Another factor to consider (mentioned above) is that the HHW Facility Closure Fund by policy only allows for site cleanup, and does not include the much larger amount that might be required to dismantle the buildings and remove the concrete and asphalt pads. This is because current information is that if the HHW facility were to cease operating; the buildings and pads would still have utility. However, that cannot be completely guaranteed. If the facility required complete dismantling, as mentioned earlier, the estimate to do so is approximately \$450,000. In that eventuality, it is worth noting that the HHW Facility Reserve fund, if kept at a sufficient level, would do double duty to provide enhanced financial cover for closure.

III. FUNDING IMPACT

One funding impact from this staff report is an increase of \$6,000 to the HHW Facility Closure Fund. Another funding impact is that a reduction of the current 50% of the budgeted annual HHW program operational expenses would increase that fund's surplus. As has been previously suggested, any such surplus might be available to fund one-time new program costs. However, how any surplus might be used is clearly a subject for separate discussion.

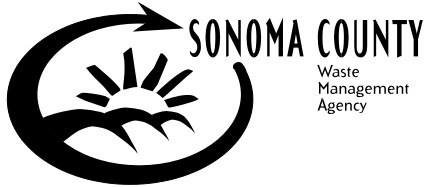
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the revision of the policy amount for the HHW Facility Closure Fund via an increase of \$ 6,000. Staff also recommends revising the policy limit for the HHW Facility Reserve Fund to either 33% (this equals 4 months out of a year) of the budgeted annual HHW program operational expenses or \$600,000, whichever is greater.

V. ATTACHMENTS

There are no attachments.

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA



Agenda Item #: 9
Cost Center: All
Staff Contact: Mikus
Agenda Date: 06/15/2011

Item: Meeting Location Discussion

I. BACKGROUND

Agency Board meetings used to be held at the City of Santa Rosa Utilities Department's Subregional Water Reclamation System Laguna Plant, 4300 Llano Road, Santa Rosa, California, but effective July 21, 2010 the meeting location was changed to our current site, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California.

II. DISCUSSION

Some Board members have expressed their preference for returning to holding Board meetings at the Laguna location. As a result, staff was asked include a discussion regarding the preferred Board meeting location for the June meeting agenda.

It is worth noting that the linear layout of the Board Chairman's position, the speaking lectern, and the staff table block the view and communication between the Board Chair, adjacent Board members, and staff. Even if the Chair's position was moved, vision between several Board members and staff would still be obscured.

Included in the advantages given for the Laguna location are the more intimate setting, the ease of parking (particularly no fee), and the ability for all participants to interact without any interference or blockage from room furnishings.

Staff has noted that the Council Chambers are kept particularly cold and have been uncomfortable. Some Board members have noted the acoustics of the building make it difficult to hear other Board members and presenters.

One disadvantage mentioned for Laguna is that it is not served by public transportation, while the Council Chambers are served by County and City buses.

III. FUNDING IMPACT

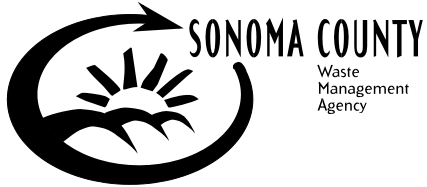
None of significance.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Return to meeting at the Laguna WWTP effective with the August 17, 2011 Board meeting.

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA

. It would be useful to include the results of past efforts to relocate our meeting. I don't know all the details, but certain places couldn't accommodate 10 Board members on the dais, others wouldn't commit to hosting the meetings for a year in advance, and other places were booked on our meeting dates. That explanation might avoid the question of "Where else can we hold the meeting?"



Agenda Item #: 10
Cost Center: All
Staff Contact: Mikus
Agenda Date: 06/15/2011

Item: July Meeting Discussion

I. BACKGROUND

Historically, when agenda topics are minimal or are not time sensitive, the summer (July) or holiday season (December) Board meetings are considered as eligible for cancellation.

II. DISCUSSION

There are no time-sensitive or significant topics for the Board to consider contemplated as requiring attention during July 2011. The meeting is currently scheduled for July 20, 2011.

If the July meeting is cancelled, the next meeting of the Sonoma County Waste Management Agency Board of Directors would be August 17, 2011.

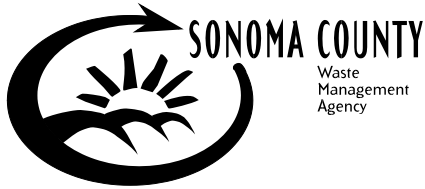
III. FUNDING IMPACT

Staff and Board Member preparation, meeting, and travel time savings.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

The Board of Directors of the Sonoma County Waste Management Agency should cancel the scheduled July Board Meeting.

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA



Agenda Item #: 11
Cost Center: Education
Staff Contact: Chilcott/Carter
Agenda Date: 6/15/2011

Item: Commercial and Multifamily Recycling Education Services RFP

I. BACKGROUND

At the May 18, 2011 SCWMA meeting, the Board directed staff to develop a Request for Proposals for commercial and multifamily facility recycling educational services. The project would be funded through the City/County Payment Program. The FY 2010-11 City/County Payment Program funding request forms were due May 31, 2011. Staff completed the forms in advance of the deadline, and expects payment sometime before June 30, 2011. Most of the funding was allocated to the educational project, with a much smaller amount reserved for purchasing recycling containers.

II. DISCUSSION

Staff has developed an RFP which incorporates feedback received at the May 18 SCWMA meeting. Under the timeline proposed by staff, proposals would be due July 18, 2011 and staff would present recommendations at the August 17, 2011 SCWMA meeting. The RFP is included in this item for further detail.

III. FUNDING IMPACTS

The total grant funding amount available through the City/County Payment Program is \$132,496. Staff envisions appropriating approximately \$100,000 for this educational project, with the remainder allocated towards the purchase of additional recycling containers and program administration.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board give direction to initiate the RFP process.

V. ATTACHMENTS

Request for Proposals

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA



REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR MANDATORY COMMERCIAL RECYCLING EDUCATION SERVICES FOR THE SONOMA COUNTY WASTE MANAGEMENT AGENCY

Proposals due 3:00 p.m. on July 18, 2011

Submit proposal to:

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

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Attachments:

- Exhibit A-1: Scope of Services
- Exhibit A-2: Implementation Plan and Budget
- Exhibit B: Proposal Authorization and Acknowledgement Form
- Exhibit C: Form of Agreement

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

- AGENCY:** The Sonoma County Waste Management Agency, a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.
- ARB:** The California Air Resources Board considers the formal adoption of the mandatory commercial recycling measure and retains ultimate oversight authority.
- BUSINESS:** According to CalRecycle, at the time of issuing this RFP, businesses subject to the regulations are those that dispose of 4 cubic yards or more of solid waste per week.
- CALRECYCLE:** The Department of Resource, Recycling and Recovery is responsible for solid waste management activities in California. The ARB Scoping Plan designates CalRecycle as the lead in development, implementation and compliance with the Regulation using the AB939 annual reporting process.
- HAULER:** Franchised garbage companies operating in Sonoma County, namely North Bay Corporation and Sonoma Garbage Collectors.
- MANDATORY COMMERCIAL RECYCLING MEASURE (REGULATIONS):** The California Air Resources Board (ARB) [Scoping Plan](#) for the California Global Warming Solutions Act of 2006 (AB 32, Núñez, Chapter 488, Statutes of 2006) was adopted with a [Mandatory Commercial Recycling measure](#) designed to achieve a reduction in greenhouse gas emissions of 5 million metric tons of carbon dioxide (CO₂) equivalents by 2020 and beyond. Draft regulations developed by CalRecycle are expected to be adopted in fall 2011.
- MULTIFAMILY:** According to CalRecycle, at the time of issuing this RFP, multifamily entities subject to the regulations are those with units of 5 or more, that dispose of 4 cubic yards of solid waste per week.
- PUBLIC ENTITY:** According to CalRecycle, at the time of issuing this RFP, public entities subject to the regulation are those that dispose of 4 cubic yards of solid waste per week. Public entities include military installations, school districts, schools, federal, state, local, regional agencies or facilities, special districts, California State universities, universities of California and community colleges.

1.2 Overview of Requested Services

The Sonoma County Waste Management Agency (AGENCY) is seeking an agreement with a CONTRACTOR to 1) create a database of all businesses, multifamily and public entities in Sonoma County, including identifying those subject to the draft regulation, 2) implement outreach and education to all or a

subset of Sonoma County businesses, multifamily and public entities about ARB/CalRecycle's regulations and how to achieve compliance in advance of regulation-specified deadlines, 3) provide waste assessments technical assistance and follow-up to a certain number of business, multifamily and public entities subject to the regulation, and 4) report to the Agency Board of Directors and staff.

In developing the plan, the Contractor shall maximize the number entities reached considering time and budget constraints.

The AGENCY expects the funding amount to be at least \$100,000 and expects CONTRACTOR to complete planning and implementation tasks by June 30, 2012. The funding source for this project is the City/County Payment Program, administered by CalRecycle. AGENCY reserves the right to withhold the Notice to Proceed until sufficient funding is received from CalRecycle.

Completion of Exhibit A-2 Implementation Plan and Budget by the PROPOSER will define the key parameters and Scope of Services requested by the AGENCY for this RFP.

1.3 Responsibility of Agency, Hauler and Contractor

The AGENCY will provide the following support to the CONTRACTOR as defined in Exhibit A-1: Scope of Services. Please note that although hauler support for these tasks will be requested, there is no guarantee of hauler participation.

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

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

Questions must be submitted no later than 3:00 p.m. on **June 27, 2011**; no response will be made to questions submitted after this date. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address and fax number by **June 27, 2011** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving a RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

2.2 AGENCY Contact for Information

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

2.3 Appeals Process

Should any PROPOSER dispute the AGENCY's determinations and findings during the RFP process, such

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

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

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

2.4 Confidentiality

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

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

3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

3.1 Submittal Rules

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

1. All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile or emailed proposals will be accepted.
2. Three (3) copies of the proposal shall be submitted to the AGENCY no later than **3:00 p.m.** on the time clock located at 2300 County Center Drive, Suite B100, Santa Rosa, California, on **July 18, 2011**. The package of proposals must be clearly labeled on the outside with the name and the address of the firm submitting the proposal with the words: "Proposal for Mandatory Commercial Recycling Education Services" in the address. One of the copies of the proposal shall be unbound to allow for ease of copying. Proposals must be addressed and delivered to the AGENCY contact found in Section 2.1 above.
3. PROPOSERS shall label one of the copies "Original", which shall govern in the event of any inconsistency among copies of the proposal. This original copy shall be bound.
4. Each proposal shall be printed on 8 1/2" by 11" paper, double-sided where appropriate, or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content.
5. Each proposal shall include all information required by this RFP and any subsequent addenda.
6. Proposals received after the required submittal date will be rejected and will be returned unopened. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Evaluation Process

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

3.3 Rights of the AGENCY

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

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

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

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

4. PROPOSAL REQUIREMENTS

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

4.1 Submission requirements:

Please submit the following information:

a) Complete the Letter of Submission:

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

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

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

b) Complete the form "Implementation Plan and Budget" (Exhibit A-2) specific to this project which includes budget allocations for two scenarios: 1) outreach to business, multifamily and public entities in Sonoma County subject to the draft regulations, and 2) outreach to all business, multifamily and public entities in Sonoma County. In addition, the proposer may also choose to provide an alternate plan that achieves compliance with the regulations but deviates from the Proposed Scope of

Services.

Regardless, please make sure that the total budget does not exceed \$100,000. The draft plan, once approved, will become your Scope of Work/Budget.

c) Qualifications and experience of firm.

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

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

If the PROPOSER cannot provide all of the information requested under Section 4.1.c. above, then the PROPOSER must provide descriptions of similar work performed for other clients. In either case, the description shall list the:

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

d) Complete Exhibit B: Proposal Authorization and Acknowledgement Form

4.2 Insurance

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

4.3 Agreement for Mandatory Commercial Recycling Education Services

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

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
June 17, 2011	Distribution of RFP	AGENCY
June 27, 2011	Submit Addenda Distribution Information	PROPOSER
June 27, 2011	Submit Written Questions	PROPOSER
July 18, 2011	Proposals Due (3:00 p.m.)	PROPOSER
August 17, 2011	Award of Agreement (tentative)	AGENCY
June 30, 2012	Work completed	PROPOSER

6. ATTACHMENTS

- Exhibit A-1: Scope of Services
- Exhibit A-2: Implementation Plan and Budget
- Exhibit B: Proposal Authorization and Acknowledgement Form
- Exhibit C: Form of Agreement

Exhibit A-1 Proposed Scope of Services

ABOUT THE SONOMA COUNTY WASTE MANAGEMENT AGENCY:

The Agency is the joint powers authority of the nine incorporated cities and the County of Sonoma. The specific focus of the Agency's efforts is waste diversion required by State law AB939 in the following categories: wood waste, yard waste, household hazardous waste, education and planning. The Agency is not a regulatory agency and participation in recycling by business, multifamily and public entities is voluntary.

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

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

Web site www.recyclenow.org— Eco-Desk resources are available on-line through a database search function.

The Agency currently does not have a policy, ordinance or program in place regarding this proposed regulation.

ABOUT THE MANDATORY COMMERCIAL RECYCLING MEASURE:

Under the Regulations Scoping Plan, CalRecycle is the lead Agency for implementation and compliance with the measure. Under the draft Regulations, jurisdictions must implement a commercial recycling program by July 2012 that consists of education, outreach and monitoring, regardless if the jurisdiction has previously met the 50% per capita disposal target.

Education and outreach entails informing and notifying the businesses that are subject to the regulation, that they must recycle, and how they can recycle in their community. The proposed regulation does not require businesses or jurisdictions to track and report to CalRecycle actual collected tonnages as CalRecycle will be responsible for measuring and reporting diversion tonnages. Instead, while jurisdictions are not accountable if a business/multifamily/public entity chooses not to recycle, jurisdictions are responsible for reporting to CalRecycle in the existing AB939 Annual Reporting, the first report to CalRecycle about Sonoma County's implementation plan begins in 2014 and includes reporting for the last six months of 2012.

Key items to consider include which the Agency will be expected to report on to CalRecycle include:

1. The types of education/outreach/monitoring activities that are being implemented, and why those activities are what is needed to inform businesses of the state requirement and inform them of how they can recycle.
2. An explanation if activities are being phased in over time (for example, what is the rationale for phasing and what is the focus) and then updating in subsequent annual reports on how this is progressing.
3. How many businesses were identified as not recycling and how many were contacted via letter or in person to inform them of the state requirement to recycle and how they can recycle. And if available, the total number of businesses in the jurisdiction that are subject to the regulations.

To assist with planning, the Agency Board has received the following presentations/information which are accessible from the Agency's web site, meeting archive section

http://recyclenow.org/agency/packet_archives.asp:

- May 19, 2010 Agency meeting. Presentation from Yvonne Hunter, Institute for Local Government (ILG) about their Sample Commercial Recycling Ordinance prepared under a contract with CalRecycle. ILG is the research and education affiliate of the League of California Cities and the California State Association of Counties.
- August 18, 2010 Staff report Mandatory Commercial Recycling Measure Update.
- October 20, 2010 Presentation from Susan Warner, Salinas Valley Solid Waste Management Authority, about their mandatory commercial/multifamily recycling ordinance.
- November 17, 2010 Presentation from Patrick Quinn, Sacramento County Waste Management and Recycling Department, about their mandatory business/multifamily recycling ordinance.
- January 19, 2011, Staff report about Creating Enforcement and Compliance Elements for Commercial Recycling based on an ILG webinar.
- May 15, 2011, Staff report about Multi-family Outreach Best Practices based on an ILG webinar.
- June 15, 2011, Staff report about Understanding California's Proposed Commercial Recycling Regulations based on an ILG webinar.

Regulation timeline: The proposed Mandatory Commercial Recycling regulation has been postponed to a future Air Resources Board meeting. CalRecycle will notify stakeholders of the new Board meeting date as soon as it is determined.

For more information:

- CalRecycle's web site at <http://www.calrecycle.ca.gov/Climate/Recycling/default.htm>
- ILG resources www.ca-ilg.org/CommercialRecycling including commercial recycling case stories, sample ordinance, sample fliers in English and Spanish, and the archived webinar series.

DESCRIPTION OF SERVICES REQUESTED:

The Agency is seeking a Contractor to enter into an agreement for a least \$100,000 with funding expiring June 30, 2012. The funding source for this project is the City/County Payment Program, administered by CalRecycle; AGENCY reserves the right to withhold the Notice to Proceed until sufficient funding is received from CalRecycle.

The Contractor shall be required to identify all commercial facilities and multifamily complexes that will be subject to the Mandatory Commercial Recycling regulations, develop a plan to maximize the number of facilities and complexes reached within the time and budget constraints, implement the project, and report to SCWMA Board of Directors and staff. Services will include all staffing, materials, and equipment. The Contractor is expected to perform all services consistent with all local, state, and Federal laws and regulations.

The tasks completed through this contact will provide the basis for meeting CalRecycle's education, outreach and monitoring requirements. Below is a task list and proposed responsibilities among Agency staff, the selected contractor and the hauler. As noted previously, the hauler has not reviewed nor agreed to any item in this task list.

Task	Who is responsible			
	Agency	Contractor	Hauler	Notes
Database for basis and quantification				
Identify Sonoma County businesses, including public entities and multifamily units subject to the regulation.		●	●	In identification, assess language preference and potential infrastructure needs.
Set up Access (version 2003) database: Table/Form/Query in Access (may include as part of Eco-Desk database or stand-alone) to record each entity	●			Establish field names/ categories in database.
Input data in Agency provided Access database Information may include name of business, mailing address, email address, primary contact, date contact made, type of contact, materials distributed, preferred method of communication, language preference and details about solid waste service.		●		
Prepare outreach materials/message				
Prepare outreach kits based on CalRecycle/ILG template and Agency artwork/resources. Kits may be tailored for different user groups-businesses, multifamilies, public entities, etc. Kits may get translated into Spanish based on feedback obtained in the basis data.	●			The Agency pays for copies and mailing.
Prepare utility bill inserts for hauler newsletters, utility bills, disposal site customers, etc.	●		●	
Stakeholder identification				
Identify and contact <u>local</u> associations with member subject to the regulation (Manufacturers Group, Go Local, BEA, etc.)	●			
Contact enforcement officials (PRMD, restaurant inspectors, Weights and Measures, etc.) Set up meeting, produce fliers for distribution, provide staff support.	●			
Contact business license renewal offices (Santa Rosa, etc.) and provide a fact sheet to distribute with licenses.	●			

Conduct on-site waste assessments				
Provide waste assessments and technical assistance to a certain number of business, multifamily and public entities subject to the regulation. This shall include information about (size and frequency of commercially collected garbage, recycling, and green waste), assessment of internal collection bins and service (if applicable), and a financial analysis of potential increased recycling/decreased garbage bin size and/or collection frequency.		●	●	Contractor work with hauler for any service related requests.
Education/outreach				
Write and distribute at least one press release		●		
Notify in writing businesses, multifamily units and public entities about the regulation.		●		Prefer personal letter using the information recorded in the Access database.
Phone/email/mail/visit on-site pertinent business owners, district multifamily/on-site property managers. Record contact and info distributed in provided Access database.		●	●	
Web site update on www.recyclenow.org to include Regulations and Compliance info for business entities.	●			Work with hauler to publish similar information on www.unicycler.com
Write case study articles for email listserve/website		●		Work with the Sonoma County Business Environmental Alliance if possible
Post to existing Agency Twitter and Facebook pages	●	●		
Submit newsletter articles for online publications (Manufacturers Group, etc.)	●			
Technical assistance				
Answer calls (English and Spanish) from businesses and multifamily complexes wanting more technical assistance.	●	●		Agency staff answers calls through the Eco-Desk and route calls to contactor or haulers.
Evaluation and Reporting				
Project evaluation includes follow-up communications with previously contacted businesses, multifamily, and public sector entities, and haulers to qualify and quantify the effectiveness of this project.	●	●	●	Information will be reported to CalRecycle over time.

Prepare a written report and present to the Agency Board on activities accomplished on this project.		●		
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EVALUATION CRITERIA:

To enable the Sonoma County Waste Management Agency (SCWMA) to evaluate potential Education and Outreach 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 (1-8) will be scored with a maximum score of 100 points being possible. Proposals must score at least 75 points to be considered for the contract.

Exhibit A-2: Implementation Plan and Budget

Please provide brief answers to the following questions:

Question 1 (15 points): Methods for data collection

Please describe your approach in collecting the most current data, especially data related to solid waste services, for business, multifamily complexes and public entities in Sonoma County.

Question 2 (15 points): Experience working with government departments and garbage hauler

Have you worked with government agencies before? Please describe.
Your response should include approaches and/or experience coordinating with the garbage companies, especially local Sonoma County haulers.

Question 3 (15 points): Experience and qualifications with education outreach programs

Please describe your qualifications and experience conducting English and Spanish language solid waste/recycling education and outreach programs.

Question 4 (15 points): Experience conducting solid waste assessments and analysis

Please describe your qualifications and experience conducting waste assessments, including your ability to conduct and perform financial analyses for increased recycling/reduced garbage needs.

Question 5 (5 points): Local or non profit business status

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 Education and Outreach Events. Please specify to which category below the Proposer qualifies.

Proposer is a 501(c)(3) Nonprofit Corporation or Association and has a business location in Sonoma County, California. **(5 points)**

Proposer is a 501(c)(3) Nonprofit Corporation or Association and does not have a business location in Sonoma County, California. **(3 points)**

Proposer is not a 501(c)(3) Nonprofit Corporation or Association but has a business location in Sonoma County, California **(2 points)**

Question 6 (10 points): Contractor staffing resources

Please explain your staffing capabilities in order to accomplish the tasks in your proposal by the requirement timeline, June 30, 2012. Also, address how this project can be accomplished considering existing workload. Include your ability to accomplish Spanish language needs.

Question 7 (30 points): Outreach plan and budget

Please complete a sample outreach plan and budget specific to this project which includes budget allocations and lists in detail the outreach services proposed to be provided in connection with this project. Include staff time, materials, reporting, etc.

Include budget allocations for outreach to business, multifamily and public entities in Sonoma County subject to the draft regulations.

In addition, the proposer may also choose to provide an alternate plan that achieves compliance with the regulations but deviates from Exhibit A-1: Proposed Scope of Services.

Regardless in developing any plan, the Contractor shall maximize the number entities reached considering time and budget constraints.

Please make sure that the total budget does not exceed \$100,000. This draft outreach plan, once approved, will become your Scope of Work/Budget. In the event additional funding becomes available, please indicate the additional incremental cost for adding additional site consultations.

Question 8: Are there any exceptions or changes to the requested services or contract language

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.)

Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER _____

ORGANIZATION _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Professional Services (Exhibit C) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until _____, 2011 (minimum of 120 days from submittal).
5. The undersigned acknowledges that the Agency reserves the following rights and options related to proposals submitted in response to the RFP:
 - Award an agreement for services described in this RFP.
 - Reject all proposals and not award an agreement.
 - Reject any proposal.
 - If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
 - Waive defects and/or irregularities in any proposal.
 - Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
 - Conduct interview(s) with any PROPOSER(s).
 - Negotiate terms and conditions that are different from those described in this RFP and Agreement.
 - Contact references provided and seek information from any client with which the PROPOSER has done business.
 - Take other such action that best suits the needs of the AGENCY and/or its citizens.

Form of Agreement

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

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

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Signature: _____ Date: _____

Exhibit C

AGREEMENT FOR MANDATORY COMMERCIAL RECYCLING EDUCATION SERVICES

This agreement ("Agreement"), dated as of _____, 2011 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and _____, a [include description of Contractor, e.g., "a California Corporation", etc., if appropriate] (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Educational Outreach 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 perform targeted educational outreach to commercial and multifamily tenants.

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 Mandatory Commercial Recycling Education Services. Contractor shall perform services as defined in Exhibit "A-1", 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.

2.1 Contractor shall be paid _____ for services rendered in accordance with tasks detailed in Section 1.1 above and in Exhibits A-1 and A-2, upon monthly submission of progress reports, verified claims and invoices, in the amount of ninety percent (90%) of the work billed and approved. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

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

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

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

3.1 The Agency Board of Directors authorizes the Executive Director the ability to extend the term of the agreement by up to six (6) months provided that the payment amount, as defined in Section 2, is unchanged.

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 funding source for this project is the City/County Payment Program administered by CalRecycle; AGENCY reserves the right to withhold the Notice to Proceed until sufficient funding is received from CalRecycle. 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: Patrick Carter
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403
Phone: (707) 565-3687
FAX: (707) 565-3701

Contractor: 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

CONTRACTOR:
By: _____
Name: _____
Title: _____

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

By: _____
Executive Director, SCWMA

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel