

SONOMA COUNTY WASTE MANAGEMENT AGENCY

March 21, 2012
9:00 a.m.

City of Santa Rosa Council Chambers
100 Santa Rosa Avenue
Santa Rosa, CA

Estimated Ending Time 11:30 a.m.

***** UNANIMOUS VOTE ON ITEM #5 *****

AGENDA

<u>Item</u>	<u>Action</u>
1. Call to Order Regular Meeting	
2. Agenda Approval	
3. Public Comments (items not on the agenda)	
<u>Consent</u> (w/attachments)	Discussion/Action
4.1 Minutes of February 15, 2012	
4.2 Local Task Force Bylaws Amendment	
<u>Regular Calendar</u>	
5. HHW Contract Negotiations (continued) [Steinman](Attachments)	UNANIMOUS VOTE HHW
6. FY 12-13 Draft Budget [Fisher](Attachment)	Discussion/Action All
7. E-Waste Transport and Recycling Services Contract [Steinman](Attachments)	Discussion/Action HHW
8. Electronic Waste Collection Events Contract [Steinman](Attachments)	Discussion/Action HHW
9. Discussion Regarding Contracts [Mikus](Attachment)	Discussion/Action All
10. Compost Operations Negotiations (verbal report) [Mikus, Carter]	Discussion/Action Organics

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|--------|---|--------------------------------------|
| 11. | Compost EIR Recirculation Discussion
[Mikus, Carter] | Discussion/Action
Organics |
| 12. | Sonoma County/City Solid Waste Advisory (SWAG)
[Barbose] | Discussion/Action
Planning |
| 13. | <u>Attachments/Correspondence:</u> | |
| 13.1 | Director's Agenda Notes | |
| 13.2 | Reports by Staff and Others: | |
| 13.2.a | March and April 2012 Outreach Events | |
| 13.2.b | Update Report on MCR Project | |
| 13.2.c | Update Report on Extra Oil Grant Expenditures | |
| 13.2.d | Climate Protection Campaign Letter About Sonoma County
Residential Organics Study | |
| 14. | <u>On file w/Clerk: for copy call 565-3579</u>
Resolutions approved in February 2012
2012-004 Barlow Printing, Inc. Purchase Order for 2012 Sonoma County
Recycling Guides (English & Spanish)
2012-005 Appropriation Transfer for Office Reconfiguration | |
| 15. | Boardmember Comments | |
| 16. | Staff Comments | |
| 17. | Next SCWMA meeting: April 18, 2012 | |
| 18. | Adjourn | |

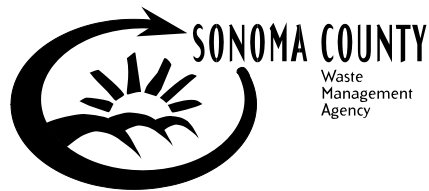
Consent Calendar: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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 Council Chambers, 100 Santa Rosa Avenue, Santa Rosa. It is also available on the internet at www.recyclenow.org



Agenda Item # 4.1

Minutes of February 15, 2012

The Sonoma County Waste Management Agency (SCWMA) met on February 15, 2012, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California

Present:

City of Cloverdale	Nina Regor, Chair
City of Cotati	Marsha Sue Lustig
City of Petaluma	John Brown
City of Rohnert Park	Linda Babonis
City of Santa Rosa	Dell Tredinnick
City of Sebastopol	Jack Griffin
City of Sonoma	Steve Barbose
County of Sonoma	Phil Demery
Town of Windsor	Debora Fudge

Absent:

City of Healdsburg	Mike Kirn
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Staff Present:

Counsel	Janet Coleson
Staff	Patrick Carter
	Karina Chilcott
	Charlotte Fisher
	Henry Mikus
	Lisa Steinman
Clerk	Debra Dowdell

1. Call to Order/Introductions

The meeting was called to order at 9:03 a.m.

2. Agenda Approval

Steve Barbose, City of Sonoma, moved to approve the agenda, John Brown, City of Petaluma, seconded. Healdsburg and Windsor absent. Agenda approved.

3. Public Comments (items not on the agenda)

None.

Consent (w/attachments)

- 4.1 Minutes of January 18, 2012
- 4.2 Recycle Guide 2012 Printing Contract with Barlow Printing
- 4.3 FY 11-12 Second Quarter Financial Report
- 4.4 Funding of Office Reconfiguration

Dell Tredinnick, City of Santa Rosa, moved to approve the consent calendar. Marsha Sue Lustig, City of Cotati, seconded. Healdsburg and Windsor absent. Consent calendar approved.

Debora Fudge, Alternate, City of Windsor arrived at 9:08 a.m.

Regular Calendar

5. Discussion Regarding Contracts

Henry Mikus, Executive Director, presented a list of current contracts and presented several questions for use as a discussion starting point for creating standard procedures for contracts.

Public Comment

None.

Board Comment

John Brown, City of Petaluma, stated monetary thresholds and extension limits should be set. Contract term limits should be three to five years. Given the economic environment, SCWMA should be doing more Request For Proposals (RFP) or flat rate extensions.

Phil Demery, County of Sonoma, thinks the Board should not be setting a policy in terms of contract length, but instead determine terms on a case by case basis. RFP's should be utilized. Contracts should also be looked at to determine service versus operational.

Debora Fudge, Town of Windsor, has concerns about the operational contract at the Household Hazardous Waste Facility being extended for as long as it has been when she knows there is another contractor out there that would be interested in bidding for quite a bit less.

Chair Regor, recapped the comments; not establish a policy, but rely on a case by case basis with a monetary threshold and possibly set a maximum number of amendments to be allowed before triggering a RFP process.

John Brown, City of Petaluma, requested staff bring back a monetary threshold recommendation along with the various circumstances in which it would apply.

Marsha Sue Lustig, City of Cotati, stated the contract determination should be based on the lowest bid of a qualified applicant.

Henry Mikus, Executive Director, commented that in addition to a monetary threshold the complexity of the contract needs to be taken into consideration.

Chair Regor said that the Board has been addressing contract issues on a case by case basis when staff requests an amendment or recommendation.

Jack Griffin, City of Sebastopol, stated an added approach to using a case by case basis is to obtain alternatives in terms of the proposals.

Chair Regor asked staff return to the next meeting with an array of RFPs structured for certain types of services.

6. Oil Program & Spanish Language Outreach Contracts

Lisa Steinman reported satisfaction with C² Alternative Services quality of work and would be pleased to continue the relationship, but interest by other contractors might be available. If the Board decides to issue a RFP on this contract and C² Alternative Services is not the selected proposer, then arrangements to hire them to complete the Used Oil Block Grant's annual report must be made for the sake of continuity.

Board Discussion

Steve Barbose, City of Sonoma, asked why the option of extending one contract and going out for a RFP on the other was not included. Ms. Steinman answered the two contracts are very connected, but that it is possible to have the separation of the two contracts as an option.

Phil Demery, County of Sonoma, acknowledged that this was a qualifications based service contract and as such it may be good for Counsel to remind Boardmembers the process for this type of contract.

Janet Coleson, Agency Counsel, responded when qualifications for these types of contracts are included and cost is not necessarily the deciding factor, the qualifications are weighed for the award decision.

John Brown, City of Petaluma, affirmed he liked the staff's recommendation to move forward with a RFP, but was curious how large a group of alternate providers might be out there. Ms. Steinman answered she was unsure of the number of providers for the oil program contract. The Spanish Outreach contract a RFP was done recently and the response was minimal.

Jack Griffin, City of Sebastopol, inquired about the process in the event proposers responding to a RFP were unacceptable. Is it possible to amend the original contract? Ms. Steinman replied yes.

Public Comments

Connie Cloak, C² Alternative Services, expressed understanding about continual extensions and the need to distribute RFP's, with the additional scope that has been recently added to the SCWMA contract, it would be difficult to respond to an RFP at this time.

Board Comments

Debora Fudge, Town of Windsor, stated her town has a history of competitive bidding and she supports issuing a RFP for contract.

Dale Tredinnick, City of Santa Rosa, acknowledged that C² Alternative Services has done a great job, but at the same time he recognizes we need to issue a RFP.

Steve Barbose, City of Sonoma, said he's in favor of going out for an RFP.

Marsha Sue Lustig, City of Cotati, stated SCWMA should be going out for RFP's every chance we have.

John Brown, City of Petaluma moved to approve RFP's for both the oil program and Spanish language outreach contracts. Phil Demery, County of Sonoma seconded. City of Healdsburg absent. Motion carried.

7. HHW Contract Negotiations

Item was continued to March meeting due to lack of a required unanimous vote.

8. Compost Operations Request for Qualifications

Patrick Carter reported staff interviewed all eight respondents. The interviews confirmed that no single facility was able to accommodate SCWMA's current composting capacity. All of the respondents believe that the Central Disposal Site should be utilized for future composting operations. Some respondents believe configurations not presented in the Draft Environmental Impact Report (EIR) would allow 200,000 tons of organic material to be composted at the site. Two respondents, Recology and Sonoma Compost, were the top respondents. Staff was also impressed with Sonoma Vermiculture because of their

demonstration of handling undiluted food waste, which would be advantageous in achieving higher diversion rates. Staff recommends further negotiations with these three companies. Staff proposes two Boardmembers be involved in further negotiations.

Steve Barbose, City of Sonoma, asked if in the discussions with Sonoma Vermiculture did staff quantify the amount in tons of food waste they would be capable of handling. Mr. Carter responded that it's believed to be roughly 30,000 tons a year.

Phil Demery, County of Sonoma, asked if this is an operations agreement for ultimately running the facility. Henry Mikus, Executive Director, responded yes. Mr. Demery then asked how SCWMA envisions these negotiations taking place. Mr. Mikus replied currently we do about 100,000 tons of organic material a year. There's another 80,000 to 100,000 tons available that could be diverted from the waste stream. When accommodating that amount of organic material many factors have to be considered, such as the mix of green waste and food waste. By including Sonoma Vermiculture, which can process 30,000 tons of food waste, the ratio of green to food waste becomes manageable on the CDS site. This scheme buys time to deal with the constraints existing at CDS, allow for growth of processing abilities and explore options for relocation from CDS should it become mandatory. The goal for the negotiations is to have a well defined, cost effective and safe solution to get from here to a future comprehensive composting facility.

Dell Tredinnick, City of Santa Rosa, thanked staff for including Sonoma Vermiculture because of their ability to handle the unused food waste stream. He supports trying to make the Central Landfill work for the composting site.

Public Comment

None.

Board Comment

Phil Demery, County of Sonoma, commented that he is against the Board being involved in the negotiations and feels it should be done by staff.

Steve Barbose, City of Sonoma, concurs with Mr. Demery because it allows the Board to be decision makers using the recommendations brought forward by staff.

Chair Regor directed staff move forward on their own with negotiations and bring back findings for recommendation and/or approval.

9. FY 12-13 Draft Work Plan

Henry Mikus, Executive Director, gave some background on the budget process. He acknowledged it is a balanced budget with no loss or reductions in any programs.

Charlotte Fisher added the numbers in the budget reflect the current situation of the SCWMA contractors and consultants. Issuing RFP's and accompanying contract changes could change the amounts presented in the FY 12-13 Draft Work Plan.

Board Discussion

Chair Regor stated it's not so much the staff time in the RFPs but the results of the RFP that could affect the budget. Ms. Fisher responded it could be higher or lower based on the results of the RFP's and resulting contract negotiations. Chair Regor asked if when referring to a balanced budget if that meant there would be no increase in the tipping fees. Mr. Mikus answered yes.

Phil Demery, County of Sonoma, asked what the contingency is for this fiscal year. Ms. Fisher replied the Organics, which is defined by the JPA agreement, is approximately \$5 million. The HHW Facility, established and controlled by the Board, is approximately \$1.6 million. The Contingency Reserve contains approximately \$200,000 at the end of FY 11-12. There are latitudes and restrictions of these reserves depending on the documentation for each of the reserves.

Public Comments

Ken Wells, Guiding Sustainability, mentioned that in viewing the draft work plan he did not see any further efforts on Extended Producer Responsibility (EPR). An implementation plan was adopted by the Board in 2007 that suggested if the state did not come forward with an EPR policy the Board would implement one in Sonoma County. This would have two benefits to the Agency, there would be a more complete collection of toxics in the community and it would provide savings to the budget. He urged that the 2007 EPR Implementation Plan be added to the work plan.

Board Comments

Steve Barbose, City of Sonoma, noted that in the brief summary of the HDR report the EPR is one of the things that they are advocating being continued.

Dell Tredinnick, City of Santa Rosa, asked about the rationale for the lack of inclusion of EPR in the Work Plan. Ms. Fisher responded funds have been included for staff time. Basically, at this time SCWMA is supporting any efforts beyond county levels. There are no contractors or consultants on board at the local level. Dell Tredinnick recommends supporting state legislation in some fashion, but a nationwide answer would be the real solution.

Phil Demery, County of Sonoma, advised a note of caution moving forward. Many conditions are in flux right now and SCWMA staff has done their best to develop this Work Plan. He reminded Boardmembers of the voting requirements and the importance of regional decision making going into this next year.

Jack Griffin, City of Sebastopol, moved to approve the FY 12-13 Draft Work Plan. Marsha Sue Lustig, City of Cotati seconded. Healdsburg Absent. Motion approved.

10. Carryout Bags Ordinance Direction

Patrick Carter reported that at the last Board meeting Staff was directed to come up with a default ordinance when making presentations at the stakeholder meetings and doing outreach. As a starting point, it was suggested the City of San Jose ordinance be used. Also, included in the agenda packet for discussion purposes was the Alameda County ordinance.

Janet Coleson, Agency Counsel, stated that the Alameda County JPA agreement is structured differently than the SCWMA's JPA, which in effect precludes SCWMA from having an opt out option. The only way an individual member would not have the ordinance take effect in their jurisdiction is to not be a member of SCWMA.

Patrick Carter notified the Board given the management changes at the Veteran's Buildings and the need to rent from other facilities in Sebastopol and Healdsburg for stakeholders' meetings, SCWMA will be able to stay within the \$4,000 budget the Board approved. Staff recommends initiating scheduling these stakeholder meetings with the goal of completing them prior to the April Board meeting.

Board Discussion

Steve Barbose, City of Sonoma, asked for clarification on the effected businesses in Alameda County. Mr. Carter replied the first column is the large grocery stores with 2 million or more in

sales, then it goes down to retail stores containing pharmacies within them. Small stores are not included. Mr. Barbose asked if both Alameda and San Jose exclude restaurants. Mr. Carter responded yes.

Marsha Sue Lustig, City of Cotati, questioned the exclusion of restaurants. Mr. Carter responded in the future the City and County of San Francisco will be including restaurants in their ban.

Staff was asked to bring forward the San Jose model as the default value with the potential of making it more stringent. Ms. Coleson added this is just a starting point for discussion the purposes of this is to get feedback for inclusion language at the meetings.

Ms. Lustig stated that she was interested in hearing the pros and cons on restaurants being included in the ban. Mr. Carter said there are concerns banning plastic bags at restaurants due to health and safety issues. Ms. Coleson added the plan was to phase in the ordinance and restaurants are typically in the second phase due to the difficulty of enforcement.

Debora Fudge, Town of Windsor, asked if any ordinance exists now that bans bags from retail stores such as Macy's and Kohl's. Ms. Coleson replied no. Mr. Carter added San Jose is considering those types of retail bags.

Dell Tredinnick, City of Santa Rosa, stated he's in favor of phasing in the ordinance and moving it along as quickly as possible.

Chair Regor had two questions; the first concerned the Alameda County Ordinance, Section B, which describes stores providing a reusable bag at no charge but only for a limited time. She wondered about the rationale for that approach. Mr. Carter responded he thought Alameda County was avoiding a system of giving out free reusable bags in place of giving out free plastic bags. The second question was both ordinances charge for the paper bags, but neither says how the stores are required to use that revenue. Mr. Carter explained Alameda County doesn't want to get into a situation where there can be claims made against their ordinance.

Public Comment

None.

Board Comments

Steve Barbose, City of Sonoma, believes going out to the community and vetting this idea and bringing it back to the Board to determine what's going to be the best fit for Sonoma County is a great idea. He's in favor of the bag fees going to the stores, so there's a little revenue to help offset the changes they will be required to make.

Debora Fudge, Town of Windsor, stated the public is becoming aware of all the other counties' ordinances that have been passed.

11. Sonoma County/City Solid Waste Advisory (SWAG)

Steve Barbose, City of Sonoma and SWAG liaison, gave an update on the last two SWAG meetings. HDR, the consultant hired to look at the recommendations of the research group gave a detailed Power Point presentation. There was a status report on the Central Landfill. The landfill permit was approved by CalRecycle. Minutes of the SWAG meetings can be found on the TPW website at http://www.sonoma-county.org/tpw/divisions/integrated_waste/solid_waste_adv_group.htm

Board Discussion

Dell Tredinnick, City of Santa Rosa, said that it was reported there was no cost advantage to outhaul versus reopening Central but asked if the green house gas difference is significant? Mr. Barbose responded yes.

Public Comment

Ken Wells, Guiding Sustainability, commented he was starting to hear a blending of the SCWMA role and the recommendations of the SWAG.

Board Comment

None.

12. Attachments/Correspondence

Chair Regor noted Items 12 and 13 were informational items only and were moved to the end of the agenda. She added that they contain the Director's Notes, which are very important.

13. On File with Clerk

See notes under Item 12 above.

14. Boardmember Comments

Chair Regor presented Certificates of Appreciation to Linda Babonis, City of Rohnert Park and Dell Tredinnick, City of Santa Rosa, for their of active past Board participation.

Linda Babonis, City of Rohnert Park, announced John McArthur, Director of Public Works and Community Services, would be the representative from the City of Rohnert Park and she will be the alternate.

Dell Tredinnick, City of Santa Rosa, announced that Jennifer Phillips, Assistant City Manager, would be taking his place on the Board and he would be the alternate.

15. Staff Comments

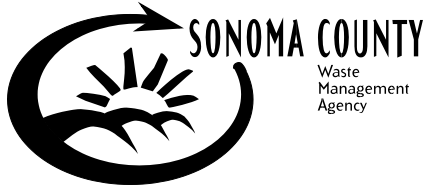
Henry Mikus, Executive Director, reminded Boardmembers that under "Attachments and Correspondence" there is a report on Mandatory Commercial Recycling with the calendar of community meetings in their area.

Karina Chilcott, SCWMA Staff, announced that PG&E awarded an additional \$27,000 via an amendment to the contract in order to sustain the Fluorescent Lamp Disposal Program through December 2012.

16. Next SCWMA Meeting – March 21, 2012**17. Adjournment**

Meeting adjourned at 10:48a.m.

Respectfully submitted,
Debra Dowdell



Agenda Item #: 4.2
Cost Center: County
Staff Contact: Carter
Agenda Date: 3/21/2012

ITEM: Local Task Force Bylaws Amendment

I. BACKGROUND

The Sonoma County Local Task Force on Integrated Waste Management (LTF) is an advisory group to the Sonoma County Board of Supervisors and the Sonoma County Waste Management Agency. The LTF was established March 13, 1990 to comply with requirements of the Integrated Waste Management Act of 1989 (AB 939). The LTF's AB 939 mandated tasks include assisting in the creation of the County Integrated Waste Management Plan and performing a review of these documents every five years thereafter. Additionally, the LTF advises the Board of Supervisors and the Agency on waste-related issues.

The LTF Bylaws were amended in 1996, 2003, 2005, and 2010. The 2003 amendments changed the Bylaw amendment process to include confirmation by the Agency in addition to the Board of Supervisors.

II. DISCUSSION

According to Article X of the existing LTF Bylaws, the proposed 2012 LTF Bylaws amendment requires Agency confirmation. Changes to the 2012 LTF Bylaws amendment are limited to Article VII: Meetings. The amendment changes the regular meeting date from the second Thursday of every other month to the third Thursday of every other month. The second Thursday afternoon is the scheduled meeting time for both the LTF and SWAG and some of the LTF members wish to attend both meetings.

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

III. FUNDING IMPACT

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

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

V. ATTACHMENTS

Sonoma County Local Task Force on Integrated Waste Management Bylaws
Resolution

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

SONOMA COUNTY LOCAL TASK FORCE
ON
INTEGRATED WASTE MANAGEMENT

BYLAWS

Article I: NAME

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

Article II: AUTHORITY

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

Article III: PURPOSES

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

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

Article IV: MEMBERSHIP

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

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

Local Enforcement Agent (recommending agency - Environmental Health Division)

Integrated Waste Operations Division Manager, Sonoma County Dept. of Transportation and Public Works
Franchised Hauler
Non-Franchised Hauler
Climate Change Organization
Non-Profit Recycling Organization
Sonoma County Recycling Association
League of Women Voters
Sierra Club
Agriculture Industry (recommending agency - Sonoma County Ag. Commissioner)
Chamber of Commerce (recommending agency - Council of C. of C. Directors)
Major Manufacturer (recommending agency - Sonoma County Manufacturing Group)
Marketing Specialist
Scientist
Education Representative
Community Representatives (five - one selected by each County Supervisor)

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

Article V: VOTING

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

Article VI: OFFICERS

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

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

Article VII: MEETINGS

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

Article VIII: ELECTIONS

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

Article IX: COMMITTEES

A. Committees of the Local Task Force on Integrated Waste Management are:

1. Membership Committee. The Membership Committee shall be responsible for review of membership attendance to ensure the presence of a quorum. The Membership Committee shall assist in the identification and selection of qualified and interested individuals for membership openings on the LTF.
2. Other Committees shall be created as determined by the LTF.

Article X: BYLAWS

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

RESOLUTION NO.:

DATED: March 21, 2012

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

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

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

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

MEMBERS:

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

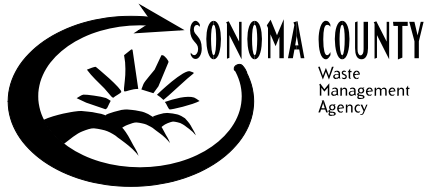
SO ORDERED.

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

ATTEST:

DATE:

Debra Dowdell
Clerk of the Sonoma County Waste Management
Agency of the State of California in and for the
County of Sonoma



Agenda Item #: 5
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 3/21/2012

ITEM: HHW Contract Negotiations (continued)

I. BACKGROUND

This item is continued from the February 15, 2012 Agency Board meeting.

The County of Sonoma Board of Supervisors and Sonoma County Waste Management Agency (SCWMA) have had an Agreement with Clean Harbors Environmental Services, Inc., (Clean Harbors) to operate the Household Hazardous Waste Facility (HHWF) and accompanying mobile collection programs. The Agreement between Sonoma County Waste Management Agency, County of Sonoma, and Clean Harbors Environmental Services, Inc. for Operations of Household Hazardous Waste Programs (Agreement) was approved June 11, 2002.

At the May 19, 2010 Agency Board meeting, the Board moved to approve staff's recommendation to extend the term of the Agreement with Clean Harbors until January 6, 2013 without any changes to the current terms or conditions. In addition, the Board proposed amending the motion to include three, one-year extensions. The amended motion was approved.

The term of this Agreement is through January 6, 2013 with three optional one-year extensions, mutually agreed upon between the SCWMA and Clean Harbors.

At the November 16, 2011 SCWMA Board meeting, staff recommended exercising the first optional one-year extension with this Contractor.

For the optional 2013 extension, Clean Harbors had requested that a Consumer Price Index (CPI) increase be implemented to the monthly labor component only, which will be based on the United States Department of Labor statistics from November 2011 through November 2012. There have been no rate changes to this contract since 2005.

As the value of the Contract extension exceeds \$50,000, a unanimous vote was required for approval. After discussion amongst the SCWMA Board members, there was a motion to continue this item to the January 18, 2012 meeting. The motion directed staff to come back in January with options in respect to going out with a RFP versus extending the Agreement.

Staff brought this item back to the SCWMA Board at the January 18, 2012 Board Meeting. After much discussion, the Board moved to direct staff to negotiate with the existing provider for a flat contract and bring back the findings to the next meeting in order to make a decision on extending the Agreement or going out with a RFP.

II. DISCUSSION

As directed by the Board, SCWMA staff continued further negotiations with Clean Harbors. Both SCWMA staff and Clean Harbors, in trying to stay with the Board's desire for a flat contract, have come up with a plan that is satisfactory to both parties. This plan takes into consideration the impacts from California Assembly Bill 1343, the paint recycling bill, signed into law in 2010.

As part of the labor component of this contract, Clean Harbors provides a dedicated staff that SCWMA staff has been satisfied with. Clean Harbors staff at the HHW Facility is responsible for the successful paint bulking reuse program.

SCWMA staff has been working with Clean Harbors and PaintCare, a nonprofit stewardship organization working on behalf of the paint producers, on coordination between the new paint program and the SCWMA's existing HHW collection program. AB 1343 requires paint manufacturers to develop and implement a program to collect, transport, and process postconsumer paint to reduce the costs and environmental impacts of the disposal of postconsumer paint in California. The implementation date for this program is in the summer of 2012. This bill was supported by the SCWMA and is a big win for extended producer responsibility (EPR).

PaintCare representatives visited the HHTF in 2011 and have stated that our paint reuse program will fit in well with their program plan. Paint is collected through the HHTF and mobile collection programs. Re-usable latex paint is remixed and made available for free pick-up to the public. There are no disposal costs to the SCWMA for the re-usable paint made available to the public.

Unusable latex paint, most oil based paint, and paint related materials are properly disposed of by Clean Harbors. In fiscal year 2010-2011, the cost to dispose of paint through the facility was \$243,160.

SCWMA staff met with a representative from PaintCare last month and discussed what future financial impact the SCWMA can expect to see with the implementation of the new California program. Once implemented, the SCWMA can expect disposal costs for latex and oil based paints to be eliminated. Disposal costs are expected to be covered through a California paint recycling fee. The SCWMA and PaintCare will need to draw-up a contract so that PaintCare's waste hauler will be able to take the paint generated by the HHTF.

Clean Harbors had requested that a Consumer Price Index (CPI) increase be implemented to the monthly labor component only. Staff researched and found that the most current California CPI rate available (3.2% increase for Oct 2010-Oct 2011) is lower than the national rate. Clean Harbors has agreed to use the California CPI Index instead of the National Index, if the Agency prefers. An updated extension letter from Clean Harbors is attached to this staff report. In the letter, Clean Harbors has stated that they would also like to request the ability to approach the Agency for fuel recovery if the national average cost of diesel rises above \$4.50 per gallon.

The annual cost for labor with this Contract is \$407,680. Based on a 3.2% increase, \$12,230 would be the approximate increase to the labor component. To offset this cost and keep the contract "flat", Clean Harbors is willing to propose deducting the same amount of the labor increase (approximately \$12,230) off of the cost of paint disposal for the first optional one-year extension. If the Board was to extend under these conditions, there would be no increase to the amount paid by the SCWMA to this Contractor by approving the first year extension.

At the last SCWMA Board meeting, there was a suggestion made by members of the Board to consider a longer term agreement. Although the Contract allows for three optional one-year extensions, Clean Harbors is willing to extend their Contract until February 11, 2017 (the expiration date of the Joint Powers Authority).

The other options for the Board to consider are to either approve a one year extension or direct staff to go out with a Request for Proposal (RFP) for this contract.

The Operations of Household Hazardous Waste Programs Contract is one of the Agency's largest and most complex contracts. The approximate yearly total for this contract is \$1,038,000. Rebidding this contract would require a very complex RFP process and would involve a lengthy vetting process to ensure that any prospective contractor is clearly capable of managing the dangerous materials involved.

SCWMA staff is aware of only one other vendor, besides Clean Harbors, who consistently bids on HHW Contracts within Northern California. Staff has not been approached by this vendor in recent years for the purpose of interest in SCWMA's HHW Contract.

III. FUNDING IMPACT

Currently Clean Harbors is paid approximately \$438,000 dollars a year as an operating fee and disposal fees are currently about \$600,000 annually. The approximate yearly total is \$1,038,000.

The budgeted amount for this Contractor in FY 11/12 is \$1,157,000; it is anticipated that this will be the same amount included in the FY 12/13 budget. This amount is greater than the approximate yearly total because the budgeted amount includes a contingency to cover an increase in the volume of materials handled.

As a result of extending the Agreement with Clean Harbors Environmental Services for an additional year, a CPI increase would be implemented to the monthly labor component only which will be based on the California Index from November 2011 through November 2012.

It is estimated that the increase to the labor component of the Clean Harbors Contract would be \$12,230 for FY13/14. This is based on a 3.2% increase but may actually be higher or lower. The same amount would then be deducted from the annual cost of paint disposal.

There would be no increase to the cost of this Contract from approval of the first one year extension.

If the Board decides to extend the current Contract beyond the first year then, the financial impact will be a yearly increase based on the California CPI, implemented to the monthly labor component only. This increase is estimated to be around 3.2 % per year. Attached is a chart with a list of historical California CPI data.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Approve extending the Agreement with Clean Harbors Environmental Services until February 11, 2017, and direct Agency Staff to come back to the Board Chair for approval of the 9th Amendment.

The alternatives to the recommended action are:

1. Approve the first optional one year extension to the Agreement with Clean Harbors Environmental Services until February 11, 2014, and direct Agency Staff to come back to the Board Chair for approval of the 9th Amendment.
2. Direct staff to develop a Request for Proposals (RFP) and come back to the Board for direction to issue the RFP.

As the value of the Contract extension exceeds \$50,000, a unanimous vote is required for approval.

V. ATTACHMENTS

Clean Harbors Extension Letter
Historical California CPI data

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



Clean Harbors Environmental Services, Inc.
1030 Commercial Street
Suite 107
San Jose, CA 95070
408.451.5000
www.cleanharbors.com

Date: February 6, 2012

To: Lisa Steinman

RE: Contract Extension

Ms. Steinman:

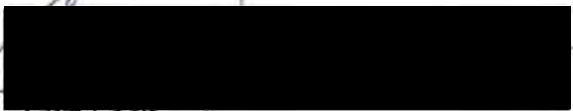
With the current two year contract term ending January 6th, 2013, Clean Harbors Environmental Services (CHES) would be willing to offer a five year extension to the current agreement. The extension would go into effect January 7th, 2013 and end February 11th, 2017 to coincide with the expiration of the JPA.

CHES would like to ask that an annual CPI increase, based on the California CPI from November to November, be implemented to the labor component only beginning January 6th, 2013. In order to help the Agency manage costs and stay within the budget, CHES is willing to reduce the cost of the paint waste stream to offset the increase to the labor component beginning January 6th, 2013 for one year.

CHES would also like to request the ability to approach the Agency for fuel recovery if the national average cost of diesel rises above \$4.50 per gallon.

Thank you for allowing Clean Harbors the opportunity to provide this proposal to you. If you have any questions please contact Curt Lock at 408-592-2585 or lock.curt@cleanharbors.com.

Sincerely,



Curt Lock
Account Manager

Consumer Price Index (1982-84=100)

Source: U.S. Department of Labor, Bureau of Labor Statistics

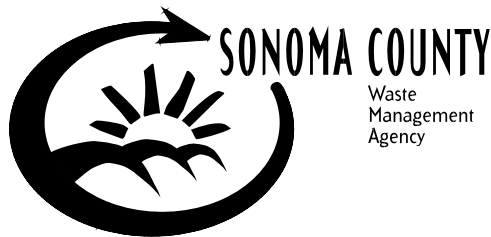
CCPI-U = California Consumer Price Index - All Urban Consumers

CCPI-W = California Consumer Price Index - Urban Wage Earners and Clerical Workers

Year	Month	CCPI-U	Percent Change From Previous Month	Percent Change From Previous Year	CCPI-W	Percent Change From Previous Month	Percent Change From Previous Year
2011	Oct.	234.317		2.9%	227.713		3.2%
2011	Sep.						
2011	Aug.	233.256		2.6%	226.427		2.9%
2011	July						
2011	June	233.285		2.7%	226.715		3.2%
2011	May						
2011	Apr.	234.113		3.1%	228.118		3.8%
2011	Mar.						
2011	Feb.	230.338		2.1%	223.663		2.5%
2011	Jan.						
2010	Annual	226.919		1.3%	219.714		1.6%
2010	Dec.	227.487		1.4%	220.693		1.6%
2010	Nov.						
2010	Oct.	227.737		0.8%	220.562		1.0%
2010	Sep.						
2010	Aug.	227.401		0.9%	220.109		1.1%
2010	Jul.						
2010	Jun.	227.113		0.9%	219.740		1.1%
2010	May						
2010	Apr.	227.007		1.8%	219.802		2.4%
2010	Mar.						
2010	Feb.	225.626		1.6%	218.299		2.0%
2010	Jan.						
2009	Annual	224.110		-0.3%	216.292		-0.6%
2009	Dec.	224.349		2.1%	217.112		2.6%
2009	Nov.						
2009	Oct.	226.035		-0.2%	218.458		-0.3%
2009	Sep.						
2009	Aug.	225.438		-1.1%	217.743		-1.4%
2009	Jul.						
2009	Jun.	224.994		-1.5%	217.322		-2.0%
2009	May						
2009	Apr.	222.896		-0.6%	214.689		-1.3%
2009	Mar.						
2009	Feb.	222.181		0.4%	214.017		0.0%
2009	Jan.						
2008	Annual	224.807		3.4%	217.648		3.7%
2008	Dec.	219.775		0.1%	211.519		-0.5%
2008	Nov.						
2008	Oct.	226.572		3.5%	219.161		3.6%

2008	Sep.				
2008	Aug.	228.024	4.8%	220.946	5.4%
2008	Jul.				
2008	Jun.	228.324	5.0%	221.798	5.7%
2008	May				
2008	Apr.	224.323	3.0%	217.587	3.5%
2008	Mar.				
2008	Feb.	221.357	3.0%	214.121	3.4%
2008	Jan.				
2007	Annual	217.424	3.3%	209.876	3.2%
2007	Dec.	219.593	4.1%	212.559	4.5%
2007	Nov.				
2007	Oct.	218.959	3.4%	211.522	3.7%
2007	Sep.				
2007	Aug.	217.480	2.6%	209.663	2.2%
2007	Jul.				
2007	Jun.	217.404	3.1%	209.859	2.8%
2007	May				
2007	Apr.	217.704	3.4%	210.187	3.4%
2007	Mar.				
2007	Feb.	214.910	3.4%	206.994	3.3%
2007	Jan.				
2006	Annual	210.5	3.9%	203.3	3.8%
2006	Dec.	211.0	3.3%	203.4	3.2%
2006	Nov.				
2006	Oct.	211.8	2.3%	204.0	1.7%
2006	Sep.				
2006	Aug.	212.0	4.2%	205.2	4.1%
2006	Jul.				
2006	Jun.	210.9	4.8%	204.2	4.9%
2006	May				
2006	Apr.	210.5	4.2%	203.2	3.9%
2006	Mar.				
2006	Feb.	207.8	4.4%	200.4	4.3%
2006	Jan.				
2005	Annual	202.6	3.7%	195.9	3.7%
2005	Dec.	204.2	3.7%	197.1	3.5%
2005	Nov.				
2005	Oct.	207.1	4.6%	200.5	4.6%
2005	Sep.				
2005	Aug.	203.5	4.2%	197.1	4.3%
2005	Jul.				
2005	June	201.3	2.8%	194.6	2.6%
2005	May				
2005	Apr.	202.0	3.9%	195.5	4.0%
2005	Mar.				
2005	Feb.	199.1	3.1%	192.2	3.1%
2005	Jan.				
2004	Annual	195.4	2.6%	188.9	2.8%
2004	Dec.	197.0	3.6%	190.5	3.9%
2004	Nov.				
2004	Oct.	198.0	3.7%	191.6	4.0%

2004	Sep.				
2004	Aug.	195.3	2.6%	188.9	2.7%
2004	Jul.				
2004	Jun.	195.8	3.1%	189.6	3.5%
2004	May				
2004	Apr.	194.4	1.7%	187.9	1.8%
2004	Mar.				
2004	Feb.	193.1	1.4%	186.4	1.5%
2004	Jan.				



Agenda Item #: 6
Cost Center: All
Staff Contact: Mikus/Fisher
Agenda Date: 3/21/2012

ITEM: Approval of the FY 12-13 Draft Budget

I. BACKGROUND

The approval of the Work Plan outlining the contractor and staff costs for individual programs and planned projects is the first step in the budget development process. For FY 12-13, the Draft Work Plan was presented and approved at the February 15, 2012 Board of Directors' meeting.

The preparation of the SCWMA's annual budget then begins with direction and approval by the Board of a Draft Budget, establishing funding guidelines and other parameters necessary to integrate the SCWMA's annual budget with the County's budget, accounting and audit process. The last step is the approval, with a required unanimous vote, of the Final Budget prepared and presented by staff at a subsequent meeting. The Final Budget takes any comments, questions or directions resulting from the presentation of the Draft Budget into consideration.

II. DISCUSSION / FUNDING IMPACTS

Information for this discussion can be found in the Revenue, Expenditure and Fund Balance History sections of the FY 12-13 Draft Budget.

Key Differences Between FY 11-12 and FY 12-13

Miscellaneous Revenue/Expense

This category addresses the activities associated with the grant(s) received from Pacific Gas and Electric Company (PG&E). These funds are used for collection and disposal of fluorescent bulbs with local merchants providing the collection points. In FY 11-12, \$80,000 was awarded to SCWMA with \$40,000 as the first award; due to the popularity and demands of the project another \$40,000 was subsequently awarded.

It is anticipated that \$27,000 will be awarded in FY 12-13 to be used for the same purpose as the previous awards. This funding is expected to provide financial support for the fluorescent bulb take-back program through December 2012.

Administrative Costs

There is an increase in administrative expenses for two reasons. First of all, there is an anticipated part-time vacancy (0.75 FTE position). Due to the increased complexity of SCWMA activities as well as to provide some enhancement for recruitment opportunities, the FY 12-13 Draft Budget includes a program improvement to change the part-time position to a full-time position. This program improvement increases staffing costs approximately \$31,890. This amount includes direct labor and benefit expenses.

The second reason for increase administrative expenses is inclusion of overhead related to the reimbursement of sick days, vacation days and holidays to the County. Up until now the Refuse Division has absorbed this expense. A new information system for tracking employee expenses more completely allows a definitive calculation of the Refuse overhead for the six SCWMA employees. The estimated increase is \$32,657, or approximately 4%,

for FY 12-13. In the future, it is planned that increases/decreases will be based on the actual reimbursements to the Refuse Division.

Professional Development & Textbook/Tuition

This employee benefit was discontinued for three years and was reinstated FY 11-12 with carryovers from the previous benefit that were unused. The FY 12-13 budgeted benefit is the basic benefit allowed, which appears to reduce the benefit but in actuality is the benefit allowed by position and bargaining unit without any carryovers.

County Car Expense

The 100% increase in the expense associated with the lease and maintenance of the van used by SCWMA employees is due to the age of the van and anticipated increased maintenance. The van is a 1998 Chevrolet Venture with approximately 54,000 miles on the odometer.

Travel Expense

SCWMA employees have had limited access to funds for travel during the last few years. Projects that are now underway or planned include traveling within Sonoma County and surrounding counties. While employees can use their professional development funds for registration and attendance at conferences, they can't use these funds for travel.

Desktop Modernization

This subobject is used for the replacement of SCWMA computers. The Information Systems Division has a replacement schedule of every three years for desktop computers and four years for laptop computers. All SCWMA computers were switched out FY 11-12 and are not due to be replaced until FY 14-15 for the desktops and FY 15-16 for the laptop. However, annual assessments through the budget are used to accumulate the required funds over time so that sufficient money is already available when the next replacement occurs.

Organics

The organic cost centers are Wood Waste and Yard Debris. These two cost centers as well as the Organics Reserve are treated separately as defined by the Joint Powers Agreement, Section 11, which states "Agency shall separately account for all costs of handling and disposing yard waste and wood waste so that the costs of each are known".

Wood Waste Cost Center

Revenues

Revenues from wood waste tipping fees collected at County disposal sites are dedicated toward the operation of the Wood Waste cost center and the transportation of organic materials from the transfer stations to the composting facility at the Central Disposal Site (CDS).

Revenues for the FY 12-13 Wood Waste cost center are based on 6,700 tons of incoming material per year or 22 tons per day, resulting in proposed revenue of \$191,955.

This is the second year of a two year pilot program for Construction and Demolition Debris Boxes (C&D). It is estimated there will be 5,000 tons of material based on limited actual operation. The anticipated revenues will be calculated assuming 22.5% of the incoming 5,000 tons (1,125 tons) will be wood waste, which will be transported to CDS and charged \$27.90 per ton at the gate. This will result in revenues of \$31,388 collected on debris boxes containing wood waste after being sorted at the Sonoma and Healdsburg Transfer Stations.

The other revenue sources are Sale of Material, which is a revenue sharing agreement with Sonoma Compost Company (SCC) budgeted at \$40,000 and Donations/Reimbursement,

budgeted at \$5,000, which is the contribution from SCC offsetting the transfer station hauling expense per their contract.

Expenses

Contract Services includes the processing contract with SCC and the hauling reimbursement agreement with the County for wood waste transported from the transfer stations to the composting facility located at the CDS. An inflator to the rates for hauling per agreements is included in the calculations. The projected net impact on operational expenditures is an increase of \$6,947 for processing and \$1,571 for transport.

Contribution to Organic Program Reserve

The FY 12-13 Wood Waste Cost Center budget will have an estimated net surplus of \$32,315 for contribution to the Organics Reserve.

Yard Debris Cost Center

Revenues

Revenues for the Yard Debris cost center are based on 95,000 tons per year or 308 tons per day, which was forecast from the actual tonnages from the previous twelve months. This quantity results in \$3,315,310 revenues. The Yard Debris tipping fee provides funding for the transportation of the material from the transfer stations, processing and marketing of the material by Sonoma Compost Company at the CDS, and public outreach efforts.

The other revenue sources are Sale of Material and Donations/Reimbursement, which are budgeted at \$90,000 and \$5,000 respectively.

Expenses

Contract Services consists of processing contract with SCC and the hauling fee for yard debris transported from the transfer stations to the composting facility located at the CDS. Both of these contracts include an automatic inflator to the rates per agreements. Processing contract expense is \$2,261,450 and hauling expense is projected to be \$338,436. Another expense, \$35,000, is for the monitoring and inspections necessary for continuing operation of the composting facility.

Contribution to Organic Program Reserve

The FY 12-13 Yard Debris Cost Center budget will have an estimated net surplus of \$205,318 to be transferred to the Organics Program Reserve.

Surcharge Cost Centers (HHW, Education and Planning)

Revenues (for all surcharge cost centers)

Most SCWMA programs other than organics-related are funded by the surcharge, \$5.95 per ton, placed on the solid waste tipping fee. The majority of the surcharge revenues are used by the household hazardous waste program for transport, operation of the facility, and disposal of materials brought to the facility by Sonoma County residents. This program is free of charge to all residential participants; businesses are charged for disposal and a small administrative fee. Included in the tipping fee revenues is the surcharge tipping fee collected on the solid waste left in the C&D boxes after they have been sorted at the Healdsburg and Sonoma transfer stations.

SCWMA also benefits from funding from grants, most of which are awarded by state agencies.

Donations/Reimbursements consist of reimbursements of the tipping fee from the City of Petaluma and the City of Sonoma for solid waste outhauled by each city to facilities outside of the county system.

Significant HHW revenues are: tipping fees, \$1,144,334 (includes \$23,354 C&D), grant awards, \$286,185, and donations/reimbursements, \$355,744. The donations/reimbursements are from City of Sonoma, \$14,012, and City of Petaluma, \$145,214, for the outhaul of solid waste, \$190,048 from e-waste and \$6,471 from batteries.

Significant Education revenues are tipping fees, \$291,550 (\$5,950 C&D), a P.G. & E. grant, \$27,000, and \$40,567 from the Petaluma and Sonoma outhauls.

Significant Planning revenues are tipping fees, \$21,866 (\$446 C&D) and donations/reimbursements for the Sonoma and Petaluma outhauls, \$3,043.

Expenses (for all surcharge cost centers)

The contract and administration expenses included in the FY 12-13 Budget were taken directly from the FY 12-13 Work Plan.

Explanations of the expenses and revenues are found in the Explanation and Details section of the FY 12-13 Budget. Expenses that are out of the ordinary have been addressed in the previous section, please see above.

Reserves (for all cost centers)

There are four reserves developed by SCWMA Board policies.

Organics Program Reserve All undesignated balances from the SCWMA's wood waste and yard debris programs are transferred into the Organics Program Reserve at the end of each fiscal year. These funds are to be used for the lease or purchase of a new organics composting site or other related purposes as determined by the Board. It is anticipated that the Organics Program Reserve balance at the end of FY 12-13 will be approximately \$5,513,904. This includes expenditures for the site purchase process (consultant, staff, engineering, legal and audit) totaling \$179,742, but not the actual purchase or lease of the property.

HHW Facility Closure Reserve is mandated by the Permit-by-Rule for treatment of hazardous waste collected at the facility, which is owned by the County and occupied and operated 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) and is responsible for establishing and maintaining a closure fund. The permit holder may establish the amount contained in the closure fund. The current goal is \$68,000, established by the Revised Closure Plan for the facility.

HHW Facility Reserve Fund was updated by the SCWMA Board in 2011 with a current goal of either 33% (this equals 4 months out of a year) of the budgeted annual HHW program operational expenses or \$600,000, whichever is greater. The FY 12-13 projected balance is \$1,631,517. For FY 12-13, the HHW Facility Reserve would be required to contain \$600,000 to meet policy.

Contingency Reserve policy has a goal of 25% of the operating expenses (insurance liability, office expense, accounting services, audit services, legal services, rent for spaces and events, data processing and travel) of the Education and Planning cost centers. The policy states the reserves for FY 12-13 the Contingency Reserve should contain \$11,360 per policy. With the planned activities of the carryout bag ban ordinance and the Joint Powers Authority renewal being financed by this reserve, extra funding is required. A transfer of \$200,000 from the Household Hazardous Waste Facility Reserve to the

Contingency Reserve has been included as a part of the FY 12-13 Draft Budget. With Board direction, this transfer will remain in the FY 12-13 Final Budget.

III. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff requests Board direction concerning the proposed budget including revenues, expenses and reserve funds in order to present a FY 12-13 Final Budget.

IV. ATTACHMENTS

Explanations and Details
History and Fund Balances

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

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

WOOD WASTE - 799114

REVENUES

1700 Interest on Pooled Cash

The interest on the Pooled Cash is calculated on the cash balance within the cost center. It is budgeted \$29,790 will be in the Wood Waste fund balance at the end of FY 11-12. The rate used for budgeting purposes is 0.6%.

Estimated Year End FY 11-12 Cash	Rate	Interest Earned
\$29,790	0.6%	\$179

2901 Tipping Fee Revenue

Revenues from fees collected at County disposal sites for wood waste processing are dedicated toward the operations of the Wood Waste cost center. The revenue collection includes a portion of the transportation fees (\$2.10 per ton at Central and \$4.20 per ton at the transfer stations). At Central the rate is \$27.60 per ton and at the transfer stations the rate is \$29.70 per ton. These rates have been in effect since FY 07-08.

The projected tonnage increased from 6,500 tons to 6,700 tons per year based on actual tonnage for FY 11-12. For budgeting purposes the assumptions are 50% of material is coming to Central and 50% is coming to the transfer stations. During FY 12-13, the pilot project for construction and demolition (C&D) debris boxes will continue. After sorting at the Sonoma and Healdsburg transfer stations, the material will be transported to the composting facility for processing. It is estimated an additional 2,600 tons will be captured and processed in FY 12-13.

	FY 11-12 Budget		
	Central	Transfer Stations	Total
Wood Waste Tonnage	3,000	3,500	6,500
Tonnage Rate (including transportation)	\$27.60	\$29.70	
Total Revenue FY 11-12	\$82,800.00	\$103,950.00	\$186,750.00
	FY 12-13 Request		
	Central	Transfer Stations	Total
Wood Waste Tonnage (includes an additional 1,500 tons)	3,350	3,350	6,700
Tonnage Rate (including transportation)	\$27.60	\$29.70	
Total Revenue FY 12-13	\$92,460.00	\$99,495.00	\$191,955.00

4020 Sale of Materials

The agreement with Sonoma Compost Company requires revenue sharing on finished products sold by the company. The estimated revenue sharing for FY 12-13 is \$40,000.

4102 Donations and Reimbursements

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

EXPENDITURES - SERVICES AND SUPPLIES

6103 Liability Insurance

Insurance costs are estimated annual premium costs for public official errors and omissions coverage of \$2 million and general liability/non-owner automobile liability with a \$2 million limit. The Wood Waste cost center portion of the premium for FY 12-13 is 9.3% of the total premium cost to SCWMA. This insurance is supplemented by the contractor for this program, which carries primary coverage with SCWMA endorsed as an additional insured.

Annual premium \$9,000 X 9.3% = \$840

6521 County Services

This reflects the amount charged to this cost center for county support services, primarily use of county staff outside of Transportation and Public Works Department. The estimated cost, based on previous actual costs, was provided by the County Auditor-Controller's Office.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

WOOD WASTE - 799114

6540 Contract Services

It is estimated about 22 tons per day, or 6,700 total tons, of wood waste will be delivered to the wood processing contractor during FY 12-13. Adjusting to the contract-specified inflator and using the same CPI that was used in FY 11-12, the wood waste processing fees will be \$22.30/ton for wood waste used as fuel and \$24.20/ton for non-fuel wood waste.

Included in the Contract Services expense is the organics hauling charges from the transfer stations to the composting operation at the Central Disposal Site. The hauling expense contract has been restructured as an independent agreement. The negotiated rate is \$10.76 per ton of material transported and will be increased annually using an inflator calculation based on the same components as has been used in the past, CPI and a fuel factor.

The estimated tonnages and resulting expenses for the C&D pilot project is included in the calculations shown below. This is using the projection of 600 tons of wood waste material being captured by the sorting of the debris boxes.

	<u>Tons/Day</u>	<u>Tonnage</u>	<u>Rates</u>	<u>Estimated Cost</u>
Fuel (36%)	8	2,412	\$22.71	\$54,776.52
Non-fuel (64%)	14	4,288	\$24.38	\$104,541.44
Hauling(Transfer Stations)		3,350	\$10.76	\$36,046.00
Total Processing and Hauling				\$195,363.96

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 12-13.

	<u>Budgeted FY 11-12</u>	<u>Requested FY 12-13</u>	<u>Difference</u>	<u>% Difference</u>
Executive Director	\$1,089	\$1,522	\$433	40%
Department Analyst	\$1,510	\$1,277	(\$233)	-15%
Integrated Waste Specialist(Planning)	\$1,158	\$1,423	\$265	0%
Senior Office Assistant	\$287	\$109	(\$178)	-62%
Overhead	\$0	\$280	\$280	100%
	<u>\$4,044</u>	<u>\$4,611</u>	<u>\$567</u>	<u>14%</u>

6629 Accounting Services

This expense of \$839 reflects an allocated portion (9.6%) of the estimated \$8,738 for accounting services provided by the County Auditor-Controller's staff. The allocation is based on the level of effort necessary to provide services for this cost center relative to the other SCWMA cost centers.

6630 Audit Services

This expense of \$500 reflects an allocated portion (2.4%) of the estimated \$21,000 cost of the audit performed by the County's Audit Division. The allocation is based on the level of effort necessary to review this cost center's activities relative to the other SCWMA cost centers.

7400 Data Processing

The Department of Transportation and Public Works has had a Memorandum of Understanding for past four years with the Sonoma County Information Systems Department for computer service and replacement. The estimated SCWMA cost for FY 12-13 is \$10,116 for six computers. The Wood Waste cost center will be charged \$1,686.

8624 OT-Within Enterprise

With the anticipation of purchasing a new composting site, an Organics Reserve has been established for the expenses associated with the environmental study, site selection and acquisition process. The contribution this fiscal year is \$32,315.

8640 OT-Between Enterprises

The Information Systems Department has instituted a computer replacement fund, which will allow the computers to be replaced every three years. This is the third year of contributing \$454 to the replacement fund.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

YARD DEBRIS- 799213

REVENUES

1700 Interest on Pooled Cash

The interest on the Pooled Cash is calculated on the cash balance within the cost center. It is budgeted \$442,160 will be in the Yard Debris fund balance at the end of FY 11-12. The rate used for budgeting purposes is 0.6%.

Estimated Year End FY 11-12 Cash	Rate	Interest Earned
\$442,160	0.6%	\$2,653

2901 Tipping Fee Revenue

Revenues from fees collected at County disposal sites for yard waste processing are dedicated toward the operations of the Yard Debris cost center. The revenue collection includes a portion of the transportation fees (\$2.10 per ton at Central and \$4.20 per ton at the transfer stations). At Central the rate is \$34.10 per ton and at the transfer stations the rate is \$36.20 per ton. These rates have been in effect since FY 07-08.

The projected tonnage of 90,000 tons per year is based on actual tonnages for the past twelve months. For budgeting purposes 62% of material is coming to Central and 38% is coming to the transfer stations.

	FY 11-12 Budget		
	<u>Central</u>	<u>Transfer Stations</u>	<u>Total</u>
Yard Debris	54,000	36,000	90,000
Tonnage Rate (including transportation)	\$34.10	\$36.20	
	\$1,841,400.00	\$1,303,200.00	\$3,144,600.00
	FY 12-13 Request		
	<u>Central</u>	<u>Transfer Stations</u>	<u>Total</u>
Yard Debris	58,900	36,100	95,000
Tonnage Rate (including transportation)	\$34.10	\$36.20	
Total Revenue FY 12-13	\$2,008,490.00	\$1,306,820.00	\$3,315,310.00

4020 Sale of Materials

The agreement with Sonoma Compost Company requires revenue sharing on finished products sold by the company. The estimated revenue sharing for FY 12-13 is \$80,000.

4102 Donations and Reimbursements

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

EXPENDITURES - SERVICES AND SUPPLIES

6103 Liability Insurance

Insurance costs are estimated annual premium costs for public official errors and omissions coverage of \$2 million and general liability/non-owner automobile liability with a \$2 million limit. The Yard Debris Cost Center portion of the premium for FY 12-13 is 24% of the total premium cost to SCWMA. This insurance is supplemented by the contractor for this program, which carries primary coverage with SCWMA endorsed as an additional insured.

Annual premium \$9,000 X 23.8% = \$2,145

6521 County Services

This reflects the amount charged to this cost center for county support services, primarily use of county staff outside of Transportation and Public Works Department. The estimated cost, based on previous actual costs, was provided by the County Auditor-Controller's Office.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

YARD DEBRIS- 799213

6540 Contract Services

It is estimated that 95,000 (308 tons/day - based on the prior twelve months) of yard debris will be processed into compost products by the compost contractor during FY 12-13. The rates, using the same inflator used in FY 11-12, are \$29.73/ton for material used at Laguna for biosolids composting and \$27.18/ton for yard debris composted for sale. It is estimated that 29 tons/day will be delivered to Laguna and the remaining 263 tons/day will be processed at the facility. The Contract Services expense includes a \$10.76/ton transportation charge for the material coming to the facility from the transfer stations. The University of California Cooperative Extension home composting contract is in the second year of a three year agreement.

Operation	Tonnage	Rate	Operation Total
Laguna	8,624	\$29.94	\$258,202.56
SCC facility	86,376	\$27.36	\$2,363,247.36
Hauling(Transfer Stations)	36,100	\$10.76	\$388,436.00
Home Composting (UCCE)			\$16,660.00

Total Processing Expense for 95,000 tons \$3,026,545.92

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 12-13.

	Budgeted FY 11-12	Requested FY 12-13	Difference	% Difference
Executive Director	\$20,694	\$36,531	\$15,837	77%
Department Analyst	\$28,664	\$30,638	\$1,974	7%
Integrated Waste Specialist (Education.)	\$1,190	\$1,121	(\$69)	-6%
Integrated Waste Specialist (Planning)	\$20,786	\$34,143	\$13,357	64%
Senior Office Assistant	\$5,430	\$2,621	(\$2,809)	-52%
Overhead	\$6,265	\$6,799	\$534	9%
	\$83,029	\$111,853	\$28,824	35%

6610 Legal Services

This sub-object reflects an estimation of legal services provided by Agency Counsel in FY 12-13 to the SCWMA at \$195/hour. Approximately 5 hours of legal assistance (\$1,000) has been budgeted.

6629 Accounting Services

This \$4,031 expense reflects an allocated portion (45.8%) of the estimated \$8,738 for accounting services provided by the Auditor-Controller's staff. The allocation is based on the level of effort necessary to provide services for this cost center based on the volume of transactions associated with the composting operation.

6630 Audit Services

This \$5,000 expense reflects an allocated portion (20%) of the estimated \$21,000 cost for required audits performed by the County Audit Division, which is relative to the other cost centers.

6820 Rents/Leases Equipment

This account is used to document the funds spent on renting or leasing equipment for the SCWMA. At the present time, the only equipment is a copier located in the SCWMA office resulting in a rental charge of \$2,340.

7062 Enforcement Agency Fees

This account covers monitoring and inspection fees associated with the composting operation; \$10,000 is for LEA inspections and \$10,000 is for monitoring the storm water runoff. SCWMA is the permit holder for this operation.

7110 Professional Development

Reimbursement available to employees for professional and educational growth related to their job. This reimbursement covers expenditures such as classes and seminars, professional memberships, registration fees, educational materials, tools and equipment.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

YARD DEBRIS- 799213

7301 County Car

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

7400 Data Processing

The Department of Transportation and Public Works has had a Memorandum of Understanding for past four years with the Sonoma County Information Systems Department for computer service and replacement. The estimated SCWMA cost for FY 12-13 is \$10,116 for six computers. The Yard Debris cost center will be charged \$3,372.

8624 OT-Within Enterprise

With the anticipation of purchasing a new composting site, an Organics Reserve has been established for the expenses associated with the environmental study, site selection and acquisition process. The contribution this fiscal year is \$220,318.

8640 OT-Between Enterprises

The Information Systems Department has instituted a computer replacement fund, which will allow the computers to be replaced every three years. This is the third year of contributing \$908 to the replacement fund.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

HOUSEHOLD HAZARDOUS WASTE - 799312

REVENUES

1700 Interest on Pooled Cash

This sub-object reflects interest earned on Agency funds held by the County Treasurer. The budget request for FY 12-13 is based on grant funds and potential contributions held in FY 11-12 (\$12,690) using an interest rate of 0.6%.

Estimated Year End FY 11-12 Cash	Rate	Interest Earned
\$10,900	0.6%	\$65

2500 State - Other

SCWMA is expected to continue to receive grants from funds collected and distributed by CalRecycle.

These funds are restricted to reimbursement of costs related to the proper management of used motor oil.

For FY 12-13, the 15th cycle of the Oil Block grant is for \$102,105, the Oil Payment Plan #1 is for \$148,973 and the one-time Oil Payment Plan #1A is for \$17,107 for a total of \$268,185.

2901 Tipping Fee Revenue

The County collects a disposal fee of \$5.95/ton on behalf of the Agency for the Household Hazardous Waste, Education and Planning programs. Estimated tonnage for FY 12-13 is 247,000, which includes 6,000 tons collected as part of the C&D pilot project. The tipping fee revenue request of \$1,140,689 for the HHW cost center represents 78.25% of the \$1,463,700 tipping fee surcharge funds as described below:

	FY 11-12 Budget	FY 12-13 Request
Disposed Tons	246,000	245,000
Surcharge	\$5.95	\$5.95
Tip. Fee Rev. Subtotal	\$1,463,700	\$1,457,750
 Tipping Fee Revenue	 \$1,457,750	
HHW Cost Center Percentage	78.50%	
HHW Tipping Fee Allocation	\$1,144,334	

4102 Donations and Reimbursements

The City of Petaluma has an agreement to pay for their Agency services directly. The tonnage is based on the actual quantities from the previous fiscal year. The rate is \$5.95/ton, which is the same rate being collected on all the solid waste coming to the county system. Recently the City of Sonoma decided to use the same payment method for one-half of the City's solid waste. E-waste revenue sharing is the result of a state operated program that subsidizes collectors and recyclers who in turn share with the agencies of record. SCWMA has contracts with ECS Refining, Inc. and Redwood Empire Goodwill Industries.

	FY 11-12 Budget	FY 12-13 Request
Petaluma Surcharge Fee Payment	\$141,976.37	\$145,213.62
Sonoma Surcharge Fee Payment	\$13,699.88	\$14,012.25
E-waste revenue sharing payment	\$225,564.20	\$190,047.93
Battery Collections (HHT facility)	\$7,210.35	\$6,470.54
 Donations/Reimbursement Total	 \$388,450.80	 \$355,744.34

EXPENDITURES - SERVICES AND SUPPLIES

6103 Liability Insurance

Insurance costs are estimated annual premium costs for public official errors and omissions coverage of \$2 million and general liability/non-owner automobile liability with a \$2 million limit. The HHW Cost Center portion of the premium for FY 12-13 is 43% of the total premium cost to SCWMA.

Annual premium \$9,000 X 43.5% = \$3,914

6280 Memberships

There are two memberships this fiscal year, California Product Stewardship Council (CPSC) and the Product Stewardship

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

HOUSEHOLD HAZARDOUS WASTE - 799312

6500 Professional Services

Professional Services reflects the administration of the various household hazardous waste and used oil grant funds awarded SCWMA designated for program implementation. The \$268,185 grant funds will be used by Board approved contractors to continue implementing the used oil programs.

6521 County Services

This reflects the amount charged to this cost center for county support services, primarily use of county staff outside of Transportation and Public Works Department. The estimated cost, based on previous actual costs, was provided by the County Auditor-Controller's Office.

6540 Contract Services

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

	FY 11-12 Budget	FY 12-13 Request	
HHW Collection Program	\$1,157,000	\$1,157,000	
E-waste Collection	\$70,000	\$70,000	
CPSC	\$0	\$0	* See "Memberships)
EPR	\$0	\$0	* See "Memberships)
Out-of-County Hazardous Waste	\$13,800	\$13,800	
Total	\$1,240,800	\$1,240,800	

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 12-13.

	FY 11-12 Budget	FY 12-13 Budget	Difference	% Increase
Executive Director	\$41,675	\$19,294	(\$22,381)	-54%
Department Analyst	\$10,800	\$26,928	\$16,128	149%
Integrated Waste Specialist(HHW)	\$117,089	\$126,511	\$9,422	8%
Integrated Waste Specialist(Education)	\$16,316	\$13,913	(\$2,403)	-15%
Senior Office Assistant	\$10,980	\$10,920	(\$60)	-1%
Overhead (Roads and Refuse)	\$4,177	\$12,786	\$8,609	206%
	\$201,037	\$210,352	\$9,315	5%

6610 Legal Services

This sub-object reflects an estimation for legal services provided by Agency Counsel to the SCWMA at \$195/hour. There is \$2,000 budgeted representing approximately 10 hours for legal counsel.

6629 Accounting Services

This expense of \$1,934 reflects an allocated portion (22%) of the estimated \$8,738 for accounting services provided by the County Auditor-Controller's staff. The allocation is based on the level of effort necessary to provide services for this cost center relative to the other SCWMA cost centers.

6630 Audit Services

The budgeted \$7,500 reflects an allocated portion (40%) of the estimated \$21,000 cost for auditing services performed by the County's Audit Division. The allocation is based on the level of effort necessary to review the financial activities of the HHW cost center.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

HOUSEHOLD HAZARDOUS WASTE - 799312

6785 Advertising

Staff is continuing to advertise the E-waste events sponsored by SCWMA. The budgeted \$12,000 will be used to reach residents through local media informing them of upcoming opportunities for E-waste collection.

6840 Rents/Leases-Building/Improvements

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

7130 Textbook/Tuition

Reimbursement available to employees for professional and educational growth related to their job. This reimbursement covers expenditures such as classes and seminars, professional memberships, registration fees, educational materials, tools and equipment.

7400 Data Processing

The Department of Transportation and Public Works has had a Memorandum of Understanding for past four years with the Sonoma County Information Systems Department for computer service and replacement. The estimated SCWMA cost for FY 12-13 is \$10,116 for six computers. The HHW cost center will be charged \$1,686.

8624 OT-Within Enterprise

The SCWMA Board of Directors has established a policy for accumulating reserve funds for specific purposes. SCWMA holds the permit for the facility, which is a permit-by-rule. This kind of permit requires the permit holder establish and maintain a closure fund, but does not specify the limit. The goal was revised last fiscal year by the Board to \$66,000. The transfer from the HHW cost center is budgeted to be \$6,603, which will satisfy the revised goal.

8640 OT-Between Enterprises

The Information Systems Department has instituted a computer replacement fund, which will allow the computers to be replaced every three years. This is the third year of contributing \$454 to the replacement fund.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

EDUCATION - 799411

REVENUES

1700 Interest on Pooled Cash

The interest on the Pooled Cash is calculated on the cash balance within the cost center for cash flow.
The rate used for budgeting purposes is 0.6%.

Estimated End of FY 11-12 Cash	Rate	Interest Earned
\$13,900	0.6%	\$83

2500 State - Other

SCWMA expects to continue to receive grant funds from the Department of Conservation for beverage container recycling.
It is planned these funds will be used for the mandatory commercial recycling education and outreach.

2901 Tipping Fee Revenue

The County collects a disposal fee of \$5.95/ton on behalf of the Agency for the Household Hazardous Waste, Education and Planning programs. Estimated tonnage for FY 12-13 is 246,000, which includes 6,000 tons collected as part of the C&D pilot project.
The tipping fee revenue request of \$302,483 for the Education cost center represents 20.75% of the \$1,463,700 tipping fee surcharge funds as described below:

	<u>FY 11-12 Budget</u>	<u>FY 12-13 Request</u>
Disposed Tons	246,000	245,000
Surcharge	\$5.95	\$5.95
Tip. Fee Rev. Subtotal	<u>\$1,463,700.00</u>	<u>\$1,457,750.00</u>
 Tipping Fee Revenue	 \$1,457,750.00	
Education Cost Center Percentage	<u>20.00%</u>	
Education Tipping Fee Allocation	\$291,550.00	

4040 Miscellaneous Revenue

This is grant funding received by SCWMA from Pacific Gas and Electric (P.G.&E.) for fluorescent bulbs recycling education and outreach.

4102 Donations and Reimbursements

The City of Petaluma has an agreement to pay for their SCWMA services directly. The tonnage is based on the actual quantities disposed monthly. The rate is \$5.95/ton, which is the same rate being collected on all the solid waste coming to the county system. Recently the City of Sonoma decided to use the same payment method for one-half of the City's solid waste.

Petaluma Surcharge Fee Payment	\$36,997
Sonoma Surcharge Fee Payment	<u>\$3,570</u>
 AB 939 Service Fee Total	 \$40,567

EXPENDITURES - SERVICES AND SUPPLIES

6103 Liability Insurance

Insurance costs are estimated annual premium costs for public official errors and omissions coverage of \$2 million and general liability/non-owner automobile liability with a \$2 million limit. The Education cost center portion of the premium for FY 12-13 is 14% of the total premium cost to SCWMA.

Annual premium \$9,000 X 14% = \$1,260

6300 Miscellaneous Expense

These are expenses for fluorescent bulb recycling education and outreach, a grant funded by Pacific Gas and Electric (P.G.&E.).

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

EDUCATION - 799411

6400 Office Expense

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

	FY 11-12 Budget	FY 12-13 Request	Difference
Phone, fax	\$1,500	\$1,500	\$0
Postage	\$1,500	\$1,500	\$0
Fair Supplies	\$3,500	\$3,500	\$0
Reprographics	\$3,000	\$3,000	\$0
Telephone Book Advertising	\$0	\$0	\$0
Office supplies	\$1,500	\$1,500	\$0
TOTAL	\$11,000	\$11,000	\$0

6500 Professional Services

Professional Services reflects the administration of the mandatory commercial recycling efforts begun in response to recent legislation.

6521 County Services

This reflects the amount charged to this cost center for county support services, primarily use of county staff outside of Transportation and Public Works Department. The estimated cost, based on previous actual costs, was provided by the County Auditor-Controller's Office.

6540 Contract Services

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

	FY 11-12 Budget	FY 12-13 Request	Difference
Recycling Guide Printing	\$13,000	\$15,000	\$2,000
Spanish Language Outreach	\$5,114	\$5,114	\$0
Business Environmental Alliance (EDB)	\$3,000	\$3,000	\$0
Non-profit Grants	\$0	\$5,000	\$5,000
Fairs	\$4,000	\$4,000	\$0
Spanish Recycling Guide(see above)	\$1,900	\$0	(\$1,900)
	\$27,014	\$32,114	\$5,100

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 12-13.

	FY 11-12 Budget	FY 12-13 Request	Difference	% Increase
Executive Director	\$36,488	\$19,026	(\$17,462)	-48%
Department Analyst	\$30,143	\$38,896	\$8,753	29%
Integrated Waste Specialist(Education)	\$104,272	\$111,107	\$6,835	7%
Integrated Waste Specialist(HHW)	\$4,073	\$1,326	(\$2,747)	-67%
Integrated Waste Specialist(Planning)	\$11,585	\$16,334	\$4,749	41%
Senior Office Assistant	\$49,325	\$46,410	(\$2,915)	-6%
Overhead	\$1,392	\$15,086	\$13,694	984%
	\$237,278	\$248,185	\$10,907	5%

6610 Legal Services

This sub-object reflects an estimation for legal services provided by Agency Counsel to the SCWMA at \$195/hour. There is \$20,000 budgeted representing approximately 128 hours for legal counsel. Any legal assistance not directly tied to a specific project is expensed to the Education cost center.

6629 Accounting Services

This expense of \$1,598 reflects an allocated portion (18.3%) of the estimated \$8,788 for accounting services provided by the County Auditor-Controller's staff. The allocation is based on the level of effort necessary to provide services for this cost center relative to the other SCWMA cost centers.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

EDUCATION - 799411

6630 Audit Services

The budgeted \$3,000 reflects an allocated portion (15%) of the estimated \$21,000 cost for auditing services performed by the County's Audit Division. The allocation is based on the level of effort necessary to review the financial activities of the Education cost center.

6840 Rents/Leases-Building/Improvements

This expense covers both site fees at public events such as the Sonoma County Fair (\$1,500) and other community events (\$1,000) that delivers SCWMA's message to the public with a personal interface. Included is the rental of a storage space that holds the equipment and displays used at these events.

7130 Textbook/Tuition

Reimbursement available to employees for professional and educational growth related to their job. This reimbursement covers expenditures such as classes and seminars, professional memberships, registration fees, educational materials, tools and equipment.

7400 Data Processing

The Department of Transportation and Public Works has had a Memorandum of Understanding for past four years with the Sonoma County Information Systems Department for computer service and replacement. The estimated SCWMA cost for FY 12-13 is \$10,116 for six computers. The Education cost center will be charged \$1,686.

8624 OT-Within Enterprise

Reserve is to be used for operational expenses when there is an unforeseen need. The contribution from the Education cost center for FY 12-13 to the Contingency Reserve is \$7,004.

8640 OT-Between Enterprises

The Information Systems Department has instituted a computer replacement fund, which will allow the computers to be replaced every three years. This is the third year of contributing \$454 to the replacement fund.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

DIVERSION - 799510

The Diversion cost center was vacated in FY 11-12. The remaining undesignated funds will be transferred to the Contingency Reserve.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

PLANNING - 799619

REVENUES

1700 Interest on Pooled Cash

The interest on the Pooled Cash is calculated on the cash balance within the cost center for cash flow. The rate used for budgeting purposes is 0.6%.

Estimated End of FY 11-12 Cash	Rate	Interest Earned
\$26,240	0.6%	\$157

2900 State - Other

There are no anticipated grant awards in FY 12-13.

2901 Tipping Fee Revenue

The County collects a disposal fee of \$5.95/ton on behalf of the Agency for the Household Hazardous Waste, Education and Planning programs. Estimated tonnage for FY 12-13 is 246,000, which includes 6,000 tons collected as part of the C&D pilot project. The tipping fee revenue request of \$14,697 for the Planning cost center represents 1% of the \$1,463,700 tipping fee surcharge funds as described below:

	FY 11-12 Budget	FY 12-13 Request
Disposed Tons	246,000	245,000
Surcharge	\$5.95	\$5.95
Tip. Fee Rev. Subtotal	\$1,463,700.00	\$1,457,750.00
 Tipping Fee Revenue	 \$1,457,750.00	
Planning Cost Center Percentage	1.50%	
Planning Tipping Fee Allocation	\$21,866.25	

4102 Donations and Reimbursements

The City of Petaluma has an agreement to pay for their Agency services directly. The tonnage is based on the actual quantities from the previous fiscal year. The rate is \$5.95/ton, which is the same rate being collected on all the solid waste coming to the county system. Recently the City of Sonoma decided to use the same payment method for one-half of the City's solid waste.

Petaluma Surcharge Fee Payment	\$2,774.78
Sonoma Surcharge Fee Payment	\$267.75
 Service Fee Total	 \$3,042.53

EXPENDITURES - SERVICES AND SUPPLIES

6103 Liability Insurance

Insurance costs are estimated annual premium costs for public official errors and omissions coverage of \$2 million and general liability/non-owner automobile liability with a \$2 million limit. The Planning cost center portion of the premium for FY 11-12 is 9% of the total premium cost to SCWMA.

Annual premium \$9,000 X 9.3% = \$840

6521 County Services

This reflects the amount charged to this cost center for county support services, primarily use of county staff outside of Transportation and Public Works Department. The estimated cost, based on previous actual costs, was provided by the County Auditor-Controller's Office.

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 11-12.

	Budgeted FY 11-12	Requested FY 12-13	Difference	% Increase
Executive Director	\$14,481	\$1,072	(\$13,409)	-93%
Department Analyst	\$7,260	\$3,989	(\$3,271)	-45%
Integrated Waste Specialist (Planning)	\$30,020	\$10,538	(\$19,482)	-65%
Integrated Waste Specialist (Education)	\$1,180	\$0	(\$1,180)	100%
Senior Office Assistant	\$5,081	\$0	(\$5,081)	-100%
Overhead	\$2,088	\$1,010	(\$1,078)	-52%
	\$60,110	\$16,609	(\$43,501)	-72%

6629 Accounting Services

This expense of \$336 reflects an allocated portion (3.8%) of the estimated \$8,788 for accounting services provided by the County Auditor-Controller's staff. The allocation is based on the level of effort necessary to provide services for this cost center relative to the other SCWMA cost centers.

6630 Audit Services

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

7130 Textbook/Tuition

Reimbursement available to employees for professional and educational growth related to their job. This reimbursement covers expenditures such as classes and seminars, professional memberships, registration fees, educational materials, tools and equipment.

7400 Data Processing

The Department of Transportation and Public Works has had a Memorandum of Understanding for past four years with the Sonoma County Information Systems Department for computer service and replacement. The estimated SCWMA cost for FY 12-13 is \$10,116 for six computers. The Planning cost center will be charged \$1,686.

8624 OT-Within Enterprise

The Agency Board of Directors has established a policy for accumulating reserve funds for specific purposes. The Contingency Reserve is to be used for operational expenses when there is an unforeseen need. The contribution from the Planning cost center for FY 12-13 to the Contingency Reserve is \$2,741.

8640 OT-Between Enterprises

The Information Systems Department has instituted a computer replacement fund, which will allow the computers to be replaced every three years. This is the third year of contributing \$454 to the replacement fund.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

ORGANICS RESERVE - 799221

REVENUES

1700 Interest on Pooled Cash

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

The budget request for FY 12-13 is based on funds held in FY 11-12 (\$4,974,944) using an interest rate of 0.5%.

Estimated End of FY 11-12 Cash	Rate	Interest Earned
\$4,765,800	0.6%	\$28,595

4624 OT-Within Enterprise

This operational transfer (OT) is contributions from the operations of the Wood Waste and Yard Debris cost centers at the end of FY 12-13. Board established reserve policy restricts these funds for future composting site acquisition for continued SCWMA diversion of organic materials efforts.

Wood Waste	\$32,315
Yard Debris	<u>\$205,318</u>
Subtotal	<u>\$237,633</u>

EXPENDITURES - SERVICES AND SUPPLIES

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 12-13.

	Budgeted FY 11-12	Requested FY 12-13	Difference	% Increase
Executive Director	\$28,086	\$42,877	\$14,791	53%
Department Analyst	\$8,600	\$23,936	\$15,336	178%
Integrated Waste Specialist (Planning)	\$40,908	\$39,518	(\$1,390)	-3%
Senior Office Assistant	\$2,540	\$4,680	\$2,140	84%
Overhead	\$0	\$8,232	\$8,232	100%
Total	\$80,134	\$119,242	\$39,108	49%

6590 Engineering Services

The SCWMA utilizes staff from the Department of Transportation and Public Works and the Sonoma County Permit and Resource Management Department to assist with required environmental studies, General Plan amendments, permit acquisition, and other development requirements associated with the planned compost site development and acquisition. The anticipated expense for FY 12-13 is \$26,000 for the Compost Site Relocation Project.

6610 Legal Services

This sub-object reflects an estimation for legal services provided by Agency Counsel to the SCWMA at \$195/hour. There is \$10,000 budgeted representing approximately 51 hours for legal counsel.

6630 Audit Services

The budgeted \$2,500 reflects an allocated portion (12%) of the estimated \$20,000 cost for auditing services performed by the County's Audit Division. The allocation is based on the level of effort necessary to review the financial activities of the Organics Reserve.

7062 Enforcement Agency Fees

SCWMA uses the Local Enforcement Agency for the necessary inspection, monitoring and assistance in complying with the multitude of regulations associated with relocating the composting site.

7302 Travel Expense

This budgeted funding will be used in the event that SCWMA employees find it necessary to visit other composting sites to observe more advanced technologies not found within the immediate area.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

HHW CLOSURE RESERVE - 799320

REVENUES

1700 Interest on Pooled Cash

This sub-object reflects interest earned on Agency funds held by the County Treasurer.
The budget request for FY 12-13 is based on funds held in FY 11-12 (\$60,100) using an interest rate of 0.6%.

Estimated End of FY 11-12 Cash	Rate	Interest Earned
\$60,200	0.6%	\$361

4624 OT-Within Enterprise

In order to meet the conditions of the Permit By Rule that is in effect for the HHW Facility, the SCWMA Board of Directors has revised the reserve goal to \$68,000. There is a transfer of \$6,603 from the Household Hazardous Waste cost center budgeted in order to meet the goal established June 2011.

EXPENDITURES - SERVICES AND SUPPLIES

There are no budgeted expenditures for FY 12-13.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET**

HHW FACILITY RESERVE - 799338

REVENUES

1700 Interest on Pooled Cash

This sub-object reflects interest earned on Agency funds held by the County Treasurer.
The budget request for FY 12-13 is based on funds held in FY 11-12 (\$1,614,850) using an interest rate of 0.6%.

Estimated End of FY 11-12 Cash	Rate	Interest Earned
\$1,615,850	0.6%	\$9,695

EXPENDITURES - SERVICES AND SUPPLIES

8624 OT-Within Enterprise

A transfer of funds from the HHW Facility Reserve to the Contingency Reserve has been included. Two projects listed in the FY 12-13 Work Plan, Carryout Bag Ordinance and the JPA Renewal, are to be funded by the Contingency Reserve. The funding required for these two projects created a deficit in the Contingency Reserve, therefore this transfer of \$200,000 has been included in the proposed budget.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 DRAFT BUDGET
EXPLANATIONS and DETAILS**

CONTINGENCY FUND - 799718

REVENUES

1700 Interest on Pooled Cash

This sub-object reflects interest earned on Agency funds held by the County Treasurer.
The budget request for FY 12-13 is based on funds held in FY 11-12 (\$126,000) using an interest rate of 0.6%.

Estimated End of FY 11-12 Cash	Rate	Interest Earned
\$186,290	0.6%	\$1,118

4624 OT-Within Enterprise

This operational transfer (OT) is an on-going contribution from the Education and Planning cost centers to fund the Contingency Reserve established by Board policy to cover unforeseen expenses and one-time projects. A transfer of \$200,000 from the HHW Facility Reserve has been included for use with the carryout bag ordinance and the JPA Renewal.

Education	\$7,004
Diversions	\$0
Planning	\$2,741
OT-Within Enterprise (HHW Facility Reserve)	\$200,000
Subtotal	\$209,745

EXPENDITURES - SERVICES AND SUPPLIES

6400 Office Expense

This reflects costs for expenses associated with potential ordinance development and implementation.

	FY 11-12 Budget	FY 12-13 Request	Difference
Phone, fax	\$0	\$100	\$100
Postage	\$0	\$1,000	\$1,000
Reprographics	\$0	\$800	\$800
Office supplies	\$0	\$100	\$100
TOTAL	\$0	\$2,000	\$2,000

6540 Contract Services

It is anticipated there will need to be an environmental impact report for whatever action is taken with respect to the carryout bags. An estimated cost for a consultant to do this work is \$150,000, which is standard for this sort of work.

6573 Administration Costs

This account reflects the staffing services provided by the County Department of Transportation and Public Works to SCWMA. These estimates are calculated by the County Administrator's Office and the Transportation and Public Works Department using the SCWMA Board approved Work Plan for FY 12-13.

	Budgeted FY 11-12	Requested FY 12-13	Difference	% Increase
Executive Director	\$43,315	\$79,858	\$36,543	84%
Department Analyst	\$12,040	\$9,973	(\$2,067)	-17%
Integrated Waste Specialist (Planning)	\$8,182	\$25,028	\$16,846	206%
Senior Office Assistant	\$3,810	\$18,720	\$14,910	391%
Overhead	\$0	\$8,645	\$8,645	100%
Total	\$67,347	\$142,224	\$74,877	111%

6610 Legal Services

This sub-object reflects an estimation for legal services provided by Agency Counsel to the SCWMA at \$195/hour. There is \$40,000 budgeted representing approximately 205 hours for legal counsel. There is \$20,000 budgeted for the carryout bag action and \$20,000 budgeted for development of the revised/renewed joint powers authority agreement.

6630 Audit Services

The budgeted \$1,500 reflects an allocated portion (7%) of the estimated \$21,000 cost for auditing services performed by the County's Audit Division. The allocation is based on the level of effort necessary to review financial activities of the Contingency Reserve.

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Summary

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	66,935	48,006	66,304	39,999	42,907	2,908	7%
2500 State - Other	136,374	174,290	404,067	404,067	422,067	18,000	4%
2901 County	4,586,672	4,604,448	4,933,155	4,795,050	4,965,015	169,965	4%
3980 Revenues-Prior Year	72,887	1	0	0	0	0	0%
4020 Sale of Materials	284,998	351,530	130,000	130,000	120,000	(10,000)	-8%
4040 Miscellaneous Revenue	0	7,500	80,000	80,000	27,000	(53,000)	-66%
4102 Donations and Reimbursements	421,473	380,322	445,610	445,610	409,354	(36,256)	-8%
SUBTOTAL	5,569,339	5,610,145	6,059,136	5,894,726	5,986,343	91,617	2%
4624 OT-Within Enterprise	2,136,158	0	1,097,579	411,783	453,981	42,198	10%
4648 OT-Between Enterprise	0	1,362	12,964	13,614	0	4,538	33%
SUBTOTAL	2,136,158	0	1,110,543	425,397	453,981	42,198	10%
TOTAL REVENUES	7,705,497	5,610,145	7,169,679	6,320,123	6,440,324	133,815	2%
EXPENDITURES							
6103 Liability Insurance	8,941	8,942	8,915	9,499	8,999	(500)	-5%
6280 Memberships	0	0	4,000	4,000	4,000	0	0%
6300 Miscellaneous Expense	0	18,459	80,000	80,000	27,000	(53,000)	-66%
6400 Office Expense	35,293	29,759	20,292	19,719	19,000	(719)	-4%
6500 Professional/Spec Svcs	122,989	150,809	404,067	404,067	404,067	0	0%
6521 County Services	7,136	6,613	6,925	6,925	6,925	0	0%
6540 Contract Services	4,944,498	4,274,982	4,442,488	4,294,882	4,644,824	349,942	8%
6573 Administrative Costs	609,780	643,508	730,595	732,980	853,076	120,096	16%
6590 Engineering Services	11,232	11,996	20,254	26,000	26,000	0	0%
6610 Legal Expenses	121,000	71,366	70,000	72,000	73,000	1,000	1%
6629 Accounting Services	11,618	10,283	8,788	8,788	8,738	(50)	-1%
6630 Audit Services	18,500	20,000	20,000	20,000	21,000	1,000	5%
6785 Advertising	0	10,438	12,000	12,000	12,000	0	0%
6820 Rents/Lease Equipment	1,751	2,621	2,164	2,500	2,340	(160)	-6%
6840 Rents/Leases-Bldgs/Impv	26,120	27,942	25,500	25,500	25,500	0	0%
7062 Enforcement Agency Fees	18,508	19,036	28,323	35,000	50,000	15,000	43%
7110 Professional Development	0	0	2,450	2,450	1,450	(1,000)	-41%
7120 Training in Service	118	0	0	0	0	0	0%
7130 Textbook/Tuition	0	0	2,534	2,534	1,200	(84)	-3%
7301 County Car Expense	354	57	1,000	1,500	3,000	1,500	100%
7302 Travel Expense	1,285	998	0	0	2,000	2,000	100%
7309 Unclaimable County	121	15	0	0	0	0	0%
7400 Data Processing	13,158	10,361	10,116	10,116	10,116	0	0%
7402 DP-New Projects	64,118	695	0	0	0	0	0%
7425 Desktop Modernization	0	0	12,964	13,614	0	(13,614)	-100%
SUBTOTAL	6,016,520	5,318,943	5,913,375	5,784,074	6,205,335	425,799	7%
8624 OT - Within Enterprise	2,136,158	0	1,097,579	1,052,233	447,378	(604,855)	-57%
8640 OT - Between Enterprises	0	2,724	2,724	2,724	2,724	0	100%
SUBTOTAL	2,136,158	2,724	1,100,303	1,054,957	450,102	(604,855)	-57%
TOTAL EXPENDITURES	8,152,678	5,321,667	7,013,678	6,839,031	6,655,437	(179,056)	-3%
NET COST	447,181	(288,478)	(156,001)	518,908	215,113	(312,871)	-60%
FUND BALANCE							
Beginning Fund Balance	7,762,586	7,386,690	7,674,529		7,828,304		
Less: Net Cost for Current Year	(447,180)	287,838	153,775		(215,113)		
Audit/Encumbrance Adjustments	71,284	0	0		0		
Ending Fund Balance	7,386,690	7,674,528	7,828,304		7,613,191		

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Wood Waste 799114

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	946	548	1,404	576	179	(397)	-69%
2901 County	139,289	169,555	285,892	186,750	191,955	5,205	3%
3980 Prior Year Revenue	19,995	0	0	0	0	0	0%
4020 Sale of Materials	90,458	106,204	40,000	40,000	40,000	0	0%
4102 Donations and Reimbursements	5,000	5,000	5,000	5,000	5,000	0	0%
SUBTOTAL	255,688	281,307	332,296	232,326	237,134	4,808	2%
4624 OT-Within Enterprise	0	0	0	0	0	0	0%
4648 OT-Between Enterprise	0	0	2,226	2,269	0	(2,269)	100%
SUBTOTAL	0	0	0	2,269	0	(2,269)	0%
TOTAL REVENUES	255,688	281,307	332,296	234,595	237,134	2,539	1%
EXPENDITURES							
6103 Liability Insurance	835	835	832	887	840	(47)	-5%
6400 Office Expense	3	9	0	0	0	0	0%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0%
6521 County Services	442	402	525	525	525	0	0%
6540 Contract Services	138,574	152,514	193,622	186,845	195,364	8,519	5%
6573 Administrative Costs	13,083	4,881	4,712	4,044	4,611	567	14%
6590 Engineering Services	0	0	0	0	0	0	0%
6610 Legal Expenses	0	0	0	0	0	0	0%
6629 Accounting Services	1,117	988	844	844	839	(5)	-1%
6630 Audit Services	1,900	1,500	1,500	1,500	500	(1,000)	-67%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0%
7302 Travel Expense	0	0	0	0	0	0	0%
7400 Data Processing	2,193	1,727	1,686	1,686	1,686	0	0%
7425 Desktop Modernizaton	0	0	2,226	2,269	0	(2,269)	-100%
SUBTOTAL	158,147	162,856	205,947	198,600	204,365	5,765	3%
8624 OT - Within Enterprise	111,316	0	301,570	208,990	32,315	(176,675)	-85%
8640 OT- Between Enterprise	0	454	454	454	454	0	0%
8700 Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	111,316	454	302,024	209,444	32,769	(176,675)	-84%
TOTAL EXPENDITURES	269,463	163,310	507,971	408,044	237,134	(170,910)	-42%
NET COST	13,774	(117,997)	175,675	173,449	0	(173,449)	-100%
FUND BALANCE							
Beginning Fund Balance	86,167	85,242	203,239	203,239	27,564		
Less: Net Cost for Current Year	(13,774)	117,997	(175,675)	(173,449)	(0)		
Audit/Encumbrance Adjustments	12,849	0	0	0	0		
Ending Fund Balance	85,242	203,239	27,564	29,790	27,564		

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Yard Debris 799213

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	13,534	3,300	6,316	4,336	2,653	(1,683)	-39%
2500 State - Other	0	0	0	0	0	0	0%
2901 County	3,126,298	3,005,295	3,183,563	3,144,600	3,315,310	170,710	5%
3980 Prior Year Revenue	69,370	0	0	0	0	0	0%
4020 Sale of Materials	194,540	245,326	90,000	90,000	80,000	(10,000)	-11%
4102 Donations and Reimbursements	8,857	5,000	5,000	5,000	5,000	0	0%
SUBTOTAL	3,412,599	3,258,921	3,284,879	3,243,936	3,402,963	159,027	5%
4624 OT-Within Enterprise	0	0	0	0	0	0	0%
4648 OT-Between Enterprise	0	0	4,538	4,538	0	4,538	100%
SUBTOTAL	0	0	4,538	0	0	0	0%
TOTAL REVENUES	3,412,599	3,258,921	3,289,417	3,243,936	3,402,963	159,027	5%
EXPENDITURES							
6103 Liability Insurance	1,669	2,131	2,125	2,264	2,145	(119)	-5%
6400 Office Expense	2,159	901	2,000	2,000	0	(2,000)	0%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0%
6521 County Services	1,724	1,124	1,000	1,000	1,000	0	0%
6540 Contract Services	2,929,166	2,703,260	2,936,066	2,840,237	3,026,546	186,309	7%
6573 Administrative Costs	92,722	106,798	83,029	83,029	111,853	28,824	35%
6590 Engineering Services	250	1,270	0	0	0	0	0%
6610 Legal Expenses	3,023	880	2,000	2,000	1,000	(1,000)	-50%
6629 Accounting Services	5,363	4,745	4,056	4,056	4,031	(25)	-1%
6630 Audit Services	3,350	4,000	4,000	4,000	5,000	1,000	25%
6820 Rents/Lease Equipment	1,556	2,621	2,164	2,500	2,340	(160)	-6%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0%
7062 Enforcement Agency Fees	18,255	18,748	28,323	35,000	35,000	0	0%
7110 Professional Development	0	0	1,200	1,200	1,450	250	21%
7301 County Car Expense	354	57	1,000	1,500	3,000	1,500	100%
7302 Travel Expense	17	0	0	0	0	0	0%
7309 Unclaimable County	121	15	0	0	0	0	0%
7400 Data Processing	4,386	3,453	3,372	3,372	3,372	0	0%
7425 Desktop Modernization	0	0	4,538	4,538	0	(4,538)	-100%
SUBTOTAL	3,064,115	2,850,003	3,074,873	2,986,696	3,196,737	214,579	7%
8624 OT - Within Enterprise	1,410,013	0	681,837	729,071	205,318	(523,753)	-72%
8640 OT- Between Enterprises	0	908	908	908	908	0	100%
8700 Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	1,410,013	908	682,745	729,979	206,226	(523,753)	-72%
TOTAL EXPENDITURES	4,474,128	2,850,911	3,757,618	3,716,675	3,402,963	(313,712)	-8%
NET COST	1,061,529	(408,010)	468,201	472,739	(0)	(472,739)	-100%
FUND BALANCE							
Beginning Fund Balance	1,551,621	506,885	914,895	914,895	446,694		
Less: Net Cost for Current Year	(1,061,529)	408,010	(468,201)	(472,739)	0		
Audit/Encumbrance Adjustments	16,793	0	0	0	0		
Ending Fund Balance	506,885	914,895	446,694	442,156	446,694		

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Household Hazardous Waste 799312

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	5,999	969	1,156	732	65	(667)	-91%
2500 State - Other	104,269	88,831	268,185	268,185	286,185	18,000	7%
2901 County	1,025,107	1,129,387	1,123,390	1,123,390	1,144,334	20,944	2%
2912 Town of Windsor	0	1,070	0	0	0	0	0%
2913 City of Petaluma	0	25,923	0	0	0	0	0%
2919 City of Sonoma	0	9,635	0	0	0	0	0%
3980 Revenue-Prior Year	(20,169)	1	0	0	0	0	0%
4102 Donations and Reimbursements	360,652	335,989	388,450	388,450	355,744	(32,706)	-8%
SUBTOTAL	1,475,858	1,591,805	1,781,181	1,780,757	1,786,328	5,571	0%
4624 OT-Within Enterprise	0	0	0	0	0	0	0%
4648 OT-Between Enterprise	0	0	1,879	2,269	0	0	0%
SUBTOTAL	0	0	1,879	2,269	0	(2,269)	0%
TOTAL REVENUES	1,475,858	1,591,805	1,783,060	1,783,026	1,786,328	3,302	0%
EXPENDITURES							
6103 Liability Insurance	3,515	3,889	3,877	4,131	3,914	(217)	-5%
6280 Memberships	0	0	4,000	4,000	4,000	0	0%
6400 Office Expense	14,210	14,782	5,292	4,719	1,000	(3,719)	-79%
6500 Professional/Spec Svcs	92,337	85,327	268,185	268,185	268,185	0	0%
6521 County Services	2,166	1,901	2,300	2,300	2,300	0	0%
6540 Contract Services	1,231,411	1,225,041	1,240,800	1,240,800	1,240,800	0	0%
6573 Administrative Costs	176,108	219,450	200,498	201,037	210,352	9,315	5%
6610 Legal Expenses	9,321	2,966	8,000	8,000	2,000	(6,000)	-75%
6629 Accounting Services	2,124	2,275	1,944	1,944	1,934	(10)	-1%
6630 Audit Services	8,400	8,500	8,500	8,500	7,500	(1,000)	-12%
6785 Advertising	0	10,438	12,000	12,000	12,000	0	100%
6840 Rents/Leases-Bldgs/Impv	23,000	23,000	23,000	23,000	23,000	0	0%
7062 Enforcement Agency Fees	253	288	0	0	0	0	0%
7110 Professional Development	0	0	1,250	1,250	0	(1,250)	-100%
7120 Training in Service	118	0	0	0	0	0	0%
7130 Textbook/Tuition	0	0	750	750	600	0	0%
7302 Travel Expense	930	409	0	0	0	0	0%
7400 Data Processing	2,193	1,727	1,686	1,686	1,686	0	0%
7425 Desktop Modernization	0	0	1,879	2,269	0	(2,269)	-100%
SUBTOTAL	1,566,086	1,599,993	1,783,961	1,784,571	1,779,271	(5,300)	0%
8624 OT - Within Enterprise	589,963	0	0	0	0	0	0%
8648 OT-Between Enterprises	0	454	454	454	454	0	100%
9650 Prior Year Encumbrances	0	640	0	0	0	0	0%
SUBTOTAL	589,963	1,094	454	454	454	0	0%
TOTAL EXPENDITURES	2,156,049	1,601,087	1,784,415	1,785,025	1,779,725	(5,300)	0%
NET COST	680,191	9,282	1,355	1,999	(6,603)	(8,602)	-430%
FUND BALANCE							
Beginning Fund Balance	674,782	22,177	12,895	12,895	11,540		
Less: Net Cost for Current Year	(680,191)	(9,282)	(1,355)	(1,999)	6,603		
Audit/Encumbrance Adjustments	27,586	0	0	0	0		
Ending Fund Balance	22,177	12,895	11,540	10,896	18,143		

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Education 799411

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	464	581	488	63	83	20	32%
2500 State - Other	8,665	33,729	135,882	135,882	135,882	0	0%
2901 County	231,734	243,028	278,103	278,103	291,550	13,447	5%
2913 City of Petaluma	0	5,348	0	0	0	0	0%
2919 City of Sonoma	0	2,073	0	0	0	0	0%
3980 Prior Year Revenue	3,691	0	0	0	0	0	0%
4020 Sale of Materials	0	0	0	0	0	0	0%
4040 Miscellaneous Revenue	0	7,500	80,000	80,000	27,000	(53,000)	-66%
4102 Donations and Reimbursements	38,723	27,004	38,539	38,539	40,567	2,028	5%
SUBTOTAL	283,277	319,263	533,012	532,587	495,083	(37,505)	-7%
4624 OT-Within Enterprise	24,866	0	0	0	0	0	0%
4648 OT-Between Enterprises	0	0	1,772	2,269	0	(2,269)	-100%
SUBTOTAL	24,866	0	1,772	2,269	0	(2,269)	0%
TOTAL REVENUES	308,143	319,263	534,784	534,856	495,083	(39,774)	-7%
EXPENDITURES							
6103 Liability Insurance	1,252	1,252	1,249	1,330	1,260	(70)	-5%
6300 Miscellaneous Expense	0	18,459	80,000	80,000	27,000	(53,000)	-66%
6400 Office Expense	15,087	13,927	11,000	11,000	11,000	0	0%
6500 Professional/Spec Svcs	7,212	65,482	135,882	135,882	135,882	0	0%
6521 County Services	2,074	2,758	2,300	2,300	2,300	0	0%
6540 Contract Services	32,585	18,578	27,000	27,000	32,114	5,114	19%
6570 Consultant Services	0	63	0	0	0	0	0%
6573 Administrative Costs	165,493	191,160	233,965	237,278	248,185	10,907	5%
6610 Legal Expenses	52,261	30,316	25,000	25,000	20,000	(5,000)	-20%
6629 Accounting Services	2,124	1,880	1,607	1,607	1,598	(9)	-1%
6630 Audit Services	2,000	3,000	3,000	3,000	3,000	0	0%
6820 Rents/Lease Equipment	195	0	0	0	0	0	0%
6840 Rents/Leases-Bldgs/Impv	3,120	4,942	2,500	2,500	2,500	0	0%
7110 Textbook/Tuition	0	0	1,034	1,034	1,100	66	6%
7302 Travel Expense	338	589	0	0	0	0	0%
7400 Data Processing	2,193	1,727	1,686	1,686	1,686	0	0%
7402 DP-New Projects	64,118	695	0	0	0	0	0%
7425 Desktop Modernization	0	0	1,772	2,269	0	(2,269)	-100%
SUBTOTAL	350,052	354,828	527,995	531,886	487,625	(44,261)	-8%
8624 OT - Within Enterprise	0	0	3,550	3,550	7,004	3,454	100%
8640 OT - Between Enterprises	0	454	454	454	454	0	100%
8700 Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	0	454	4,004	4,004	7,458	3,454	86%
TOTAL EXPENDITURES	350,052	355,282	531,999	535,890	495,083	(40,807)	-8%
NET COST	41,909	36,019	(2,785)	1,034	0	(1,034)	-100%
FUND BALANCE							
Beginning Fund Balance	78,777	50,924	14,905	14,905	17,690		
Less: Net Cost for Current Year	(41,909)	(36,019)	2,785	(1,034)	(0)		
Audit/Encumbrance Adjustments	14,056	0	0	0	0		
Ending Fund Balance	50,924	14,905	17,690	13,871	17,690		

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Diversion 799510

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	789	692	952	0	0	0	0%
2500 State - Other	23,440	51,730	0	0	0	0	0%
2901 County	32,426	0	0	0	0	0	0%
4020 Sale of Materials	0	0	0	0	0	0	0%
4102 Donations and Reimbursements	3,154	0	0	0	0	0	0%
SUBTOTAL	59,809	52,422	952	0	0	0	0%
4624 OT-Within Enterprise	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0%
TOTAL REVENUES	59,809	52,422	952	0	0	0	0%
EXPENDITURES							
6103 Liability Insurance	835	0	0	0	0	0	0%
6400 Office Expense	65	0	0	0	0	0	0%
6500 Professional/Spec Svcs	23,440	0	0	0	0	0	0%
6521 County Services	555	0	0	0	0	0	0%
6540 Contract Services	5,000	0	0	0	0	0	0%
6573 Administrative Costs	16,014	0	0	0	0	0	0%
6590 Engineering Services	0	0	0	0	0	0	0%
6610 Legal Expenses	5,480	0	0	0	0	0	0%
6629 Accounting Services	445	0	0	0	0	0	0%
6630 Audit Services	950	0	0	0	0	0	0%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0%
7302 Travel Expense	0	0	0	0	0	0	0%
7400 Data Processing	0	0	0	0	0	0	0%
SUBTOTAL	52,784	0	0	0	0	0	0%
8624 OT - Within Enterprise	0	0	109,046	109,046	0	(109,046)	100%
8700 Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	0	0	109,046	109,046	0	(109,046)	100%
TOTAL EXPENDITURES	52,784	0	109,046	109,046	0	(109,046)	-100%
NET COST	(7,025)	(52,422)	108,094	109,046	0	(109,046)	-100%
FUND BALANCE							
Beginning Fund Balance	49,598	56,623	109,046	109,046	952		
Less: Net Cost for Current Year	7,025	52,422	(108,094)	(109,046)	0		
Audit/Encumbrance Adjustments	0	0	0	0	0		
Ending Fund Balance	56,623	109,046	952	0	952		

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Planning 799619

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	306	151	184	23	157	134	585%
2500 State - Other	0	0	0	0	0	0	0%
2901 County	31,818	57,183	62,207	62,207	21,866	(40,341)	-65%
3980 Prior Year Revenue	0	(1)	0	0	0	0	0%
4020 Sale of Materials	0	0	0	0	0	0	0%
4102 Donations and Reimbursements	4,887	7,329	8,621	8,621	3,043	(5,578)	-65%
SUBTOTAL	37,011	64,662	71,012	70,851	25,066	(45,785)	-65%
4624 OT-Within Enterprise	0	0	0	0	0	0	0%
4648 OT-Between Enterprise	0	0	2,549	2,269	0	(2,269)	-100%
SUBTOTAL	0	0	2,549	2,269	0	(2,269)	0%
TOTAL REVENUES	37,011	64,662	73,561	73,120	25,066	(48,054)	-66%
EXPENDITURES							
6103 Liability Insurance	835	835	832	887	840	(47)	-5%
6400 Office Expense	26	140	0	0	0	0	0%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0%
6521 County Services	0	0	800	800	800	0	0%
6573 Administrative Costs	42,663	47,836	60,910	60,111	16,609	(43,502)	-72%
6590 Engineering Services	0	0	0	0	0	0	0%
6610 Legal Expenses	26,091	4,537	2,000	4,000	0	(4,000)	-100%
6629 Accounting Services	445	395	337	337	336	(1)	0%
6630 Audit Services	900	1,000	1,000	1,000	1,000	0	0%
7110 Textbook/Tuition	0	0	750	750	600	(150)	-20%
7302 Travel Expense	0	0	0	0	0	0	0%
7400 Data Processing	2,193	1,727	1,686	1,686	1,686	0	0%
7425 Desktop Modernization	0	0	2,549	2,269	0	(2,269)	-100%
SUBTOTAL	73,153	56,470	70,864	71,840	21,871	(49,969)	-70%
8624 OT - Within Enterprise	0	0	1,576	1,576	2,741	1,165	74%
8640 OT - Between Enterprises	0	454	454	454	454	0	0%
8700 Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	0	454	2,030	2,030	3,195	1,165	57%
TOTAL EXPENDITURES	73,153	56,924	72,894	73,870	25,066	(48,804)	-66%
NET COST	36,142	(7,738)	(667)	750	(0)	(750)	-100%
FUND BALANCE							
Beginning Fund Balance	55,389	19,247	26,985	26,985	27,652		
Less: Net Cost for Current Year	(36,142)	7,738	667	(750)	0		
Audit/Encumbrance Adjustments	0	0	0	0	0		
Ending Fund Balance	19,247	26,985	27,652	26,235	27,652		

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Organics Reserve 799221

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	30,725	29,948	39,924	24,875	28,595	3,720	15%
2500 State - Other	0	0	0	0	0	0	0%
2901 County	0	0	0	0	0	0	0%
4020 Sale of Materials	0	0	0	0	0	0	0%
4102 Donations and Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	30,725	29,948	39,924	24,875	28,595	3,720	15%
4624 OT-Within Enterprise	1,521,329	0	983,407	297,611	237,633	(59,978)	-20%
SUBTOTAL	1,521,329	0	983,407	297,611	237,633	(59,978)	-20%
TOTAL REVENUES	1,552,054	29,948	1,023,331	322,486	266,228	(56,258)	-17%
EXPENDITURES							
6400 Office Expense	0	0	0	0	5,000	5,000	0%
6521 County Services	0	0	0	0	0	0	0%
6540 Contract Services	316,514	141,382	45,000	0	0	0	0%
6573 Administrative Costs	21,666	49,504	80,134	80,134	119,242	39,108	49%
6590 Engineering Services	8,221	10,726	20,254	26,000	26,000	0	0%
6610 Legal Expenses	12,441	21,788	24,000	24,000	10,000	(14,000)	-58%
6629 Accounting Services	0	0	0	0	0	0	0%
6630 Audit Services	1,000	1,500	1,500	1,500	2,500	1,000	67%
7062 Enforcement Agency Fees	0	0	0	0	15,000	15,000	0%
7302 Travel Expense	0	0	0	0	2,000	2,000	0%
7400 Data Processing	0	0	0	0	0	0	0%
SUBTOTAL	359,842	224,900	170,888	131,634	179,742	48,108	37%
8624 OT - Within Enterprise	0	0	0	0	0	0	0%
8700 Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0%
TOTAL EXPENDITURES	359,842	224,900	170,888	131,634	179,742	48,108	37%
NET COST	(1,192,212)	194,952	(852,443)	(190,852)	(86,486)	104,366	-55%
FUND BALANCE							
Beginning Fund Balance	3,577,715	4,769,927	4,574,975	4,574,975	5,427,418		
Less: Net Cost for Current Year	1,192,212	(194,952)	852,443	190,852	86,486		
Audit/Encumbrance Adjustments	0	0	0	0	0		
Ending Fund Balance	4,769,927	4,574,975	5,427,418	4,765,827	5,513,904		

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Household Hazardous Waste Closure Reserve 799320

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	468	380	524	333	361	28	8%
2500 State - Other	0	0	0	0	0	0	0%
2901 County	0	0	0	0	0	0	0%
4020 Sale of Materials	0	0	0	0	0	0	0%
4102 Donations and Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	468	380	524	333	361	28	8%
4624 OT-Within Enterprise	6,667	0	0	0	6,603	6,603	0%
SUBTOTAL	6,667	0	0	0	6,603	6,603	0%
TOTAL REVENUES	7,135	380	524	333	6,964	6,631	1991%
EXPENDITURES							
6103 Liability Insurance	0	0	0	0	0	0	0%
6400 Office Expense	0	0	0	0	0	0	0%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0%
6521 County Services	0	0	0	0	0	0	0%
6540 Contract Services	0	0	0	0	0	0	0%
6573 Administrative Costs	0	0	0	0	0	0	0%
6590 Engineering Services	0	0	0	0	0	0	0%
6610 Legal Expenses	0	0	0	0	0	0	0%
6629 Accounting Services	0	0	0	0	0	0	0%
6630 Audit Services	0	0	0	0	0	0	0%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0%
7302 Travel Expense	0	0	0	0	0	0	0%
7400 Data Processing	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0%
8624 OT - Within Enterprise	0	0	0	0	0	0	0%
8700 Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0%
TOTAL EXPENDITURES	0	0	0	0	0	0	0%
NET COST	(7,135)	(380)	(524)	(333)	(6,964)	(6,631)	1991%
FUND BALANCE							
Beginning Fund Balance	52,316	59,451	59,831	59,831	60,355		
Less: Net Cost for Current Year	7,135	380	524	333	6,964		
Audit/Encumbrance Adjustments	0	0	0	0	0		
Ending Fund Balance	59,451	59,831	60,355	60,164	67,319		

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

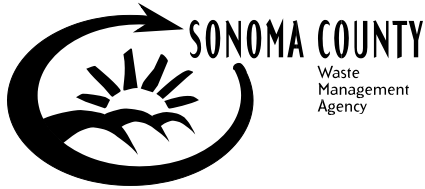
Household Hazardous Waste Facility Reserve 799338

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
REVENUES							
1700 Interest on Pooled Cash	11,353	10,336	14,056	8,085	9,695	1,610	20%
2901 County	0	0	0	0	0	0	0%
4020 Sale of Materials	0	0	0	0	0	0	0%
4102 Donations and Reimbursements	200	0	0	0	0	0	0%
SUBTOTAL	11,553	10,336	14,056	8,085	9,695	1,610	20%
4624 OT-Within Enterprise	583,296	0	0	0	0	0	0%
SUBTOTAL	583,296	0	0	0	0	0	0%
TOTAL REVENUES	594,849	10,336	14,056	8,085	9,695	1,610	20%
EXPENDITURES							
6103 Liability Insurance	0	0	0	0	0	0	0%
6400 Office Expense	901	0	0	0	0	0	0%
6500 Professional/Spec Svcs	0	0	0	0	0	0	0%
6521 County Services	0	0	0	0	0	0	0%
6540 Contract Services	178,701	34,207	0	0	0	0	0%
6573 Administrative Costs	62,428	3,147	0	0	0	0	0%
6590 Engineering Services	2,761	0	0	0	0	0	0%
6610 Legal Expenses	7,274	0	0	0	0	0	0%
6629 Accounting Services	0	0	0	0	0	0	0%
6630 Audit Services	0	0	0	0	0	0	0%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0%
6880 Small Tools	0	0	0	0	0	0	0%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0%
7301 County Car Expense	0	0	0	0	0	0	0%
7302 Travel Expense	0	0	0	0	0	0	0%
7400 Data Processing	0	0	0	0	0	0	0%
SUBTOTAL	252,065	37,354	0	0	0	0	0%
8624 OT - Within Enterprise	0	0	0	0	200,000	200,000	0%
8700 Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	200,000	200,000	0%
TOTAL EXPENDITURES	252,065	37,354	0	0	200,000	200,000	0%
NET COST	(342,784)	27,018	(14,056)	(8,085)	190,305	198,390	-2454%
FUND BALANCE							
Beginning Fund Balance	1,292,000	1,634,784	1,607,766	1,607,766	1,621,822		
Less: Net Cost for Current Year	342,784	(27,018)	14,056	8,085	(190,305)		
Audit/Encumbrance Adjustments	0	0	0	0	0		
Ending Fund Balance	1,634,784	1,607,766	1,621,822	1,615,851	1,431,517		

FY 12-13 BUDGET
SONOMA COUNTY WASTE MANAGEMENT AGENCY
REVENUE, EXPENDITURE AND FUND BALANCE HISTORY

Contingency Reserve 799718

	Actual FY 09-10	Actual FY 10-11	Estimated FY 11-12	Budgeted FY 11-12	Requested FY 12-13	Difference	% Change
Revenues							
1700 Interest on Pooled Cash	2,351	1,101	1,300	976	1,118	142	15%
2500 State - Other	0	0	0	0	0	0	0%
2901 County	0	0	0	0	0	0	0%
4020 Sale of Materials	0	0	0	0	0	0	0%
4102 Donations and Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	2,351	1,101	1,300	976	1,118	142	15%
4624 OT-Within Enterprise	0	0	114,172	114,172	209,745	95,573	84%
SUBTOTAL	0	0	114,172	114,172	209,745	95,573	84%
TOTAL REVENUES	2,351	1,101	115,472	115,148	210,863	95,715	83%
Expenditures							
6400 Office Expense	2,842	0	2,000	2,000	2,000	0	0%
6521 County Services	175	428	0	0	0	0	0%
6540 Contract Services	112,547	0	0	0	150,000	150,000	0%
6573 Administrative Costs	19,603	20,732	67,347	67,347	142,224	74,877	111%
6590 Engineering Services	0	0	0	0	0	0	0%
6610 Legal Expenses	5,109	10,879	9,000	9,000	40,000	31,000	344%
6629 Accounting Services	0	0	0	0	0	0	0%
6630 Audit Services	0	500	500	500	1,500	1,000	0%
6820 Rents/Lease Equipment	0	0	0	0	0	0	0%
6840 Rents/Leases-Bldgs/Impv	0	0	0	0	0	0	0%
7062 Enforcement Agency Fees	0	0	0	0	0	0	0%
7302 Travel Expense	0	0	0	0	0	0	0%
7400 Data Processing	0	0	0	0	0	0	0%
SUBTOTAL	140,276	32,539	78,847	78,847	335,724	256,877	326%
8624 OT - Within Enterprise	24,866	0	0	0	0	0	0%
8700 Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	24,866	0	0	0	0	0	0%
TOTAL EXPENDITURES	165,142	32,539	78,847	78,847	335,724	256,877	326%
NET COST	162,791	31,438	(36,625)	(36,301)	124,861	161,162	-444%
FUND BALANCE							
Beginning Fund Balance	344,221	181,430	149,992	149,992	186,617		
Less: Net Cost for Current Year	(162,791)	(31,438)	36,625	36,301	(124,861)		
Audit/Encumbrance Adjustments	0	0	0	0	0		
Ending Fund Balance	181,430	149,992	186,617	186,293	61,756		



Agenda Item #: 7
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 3/21/2012

ITEM: RFP for E-waste Collection from Transfer Stations

I. BACKGROUND

This agenda item seeks the Board's approval for the distribution of a Request for Proposals (RFP) to identify a contractor to provide for the transportation and recycling of electronic waste (E-waste) collected at the County Transfer Stations and the Central Disposal Site.

The Joint Powers Agreement states that the Sonoma County Waste Management Agency is responsible for the management of household hazardous waste (HHW). The California Department of Toxics Substances Control (DTSC) has determined that Cathode Ray Tubes (CRT's) found in products such as televisions and computer monitors, when disposed, are hazardous waste, thereby making CRT's generated by residents a household hazardous waste. The California Electronics Recycling Act became effective on January 1, 2005, making revenues available for the management of this category of E-waste, referred to in the Act as Covered Electronic Wastes (CEWs). Subsequent DTSC regulations took effect in February 2006, which removed the household disposal exemption for other electronic wastes, referred to as Universal Waste-Electronic Devices (UWEDs), making these items household hazardous waste as well. This category of E-waste does not currently have any state funding support.

The Agency currently has a contract with ECS Refining to provide E-waste transport and recycling services. The original term of this Agreement was from December 6, 2006 to December 1, 2008. There have been two amendments to this Agreement. The First Amendment, approved by the Agency Board on August 20, 2008, extended the term to May 31, 2010. The Second Amendment, approved by the Agency Board on March 17, 2010, extended the term to the current date of May 31, 2012. The current Agreement does not include an option to extend.

II. DISCUSSION

There are two components of the Agency's E-waste management program: 1) packing and loading and 2) transporting and recycling.

Packing and loading of the E-waste is handled by the County's reuse and recycling contractor through an MOU with the County of Sonoma, approved by the Agency Board in May 2005 and entered into on June 28, 2005. The County is currently using West Coast Metals as the contractor for this service.

One of the challenges of E-waste management is the space requirements. The material is bulky and the volumes are large. The HHW facility does not have the space to manage E-waste at its current location. Therefore, the County has agreed to accept and store E-waste at the County Transfer Stations and the Central Disposal Site. The public drops off the E-waste in a designated area. It is important that E-waste be regularly palletized and removed from the tipping areas, as the volume of material can interfere with other site operations. E-waste is transferred by the County's contractor from the Transfer Stations and consolidated at the Central Disposal Site Reuse Center.

The RFP covered by this Agenda item only addresses the transporting and recycling of the consolidated E-waste from the Central Disposal Site. Although staff is pleased with the service, reporting, and operational practices of ECS Refining, there are other contractors who provide the

same E-waste Management Services. Staff is recommending the distribution of a Request for Proposals (RFP) in order to keep the process competitive. The alternate recommendation to this action is to approach ECS Refining for the purpose of extending the current agreement with no changes to the terms and conditions. The current Scope of Work is attached to this staff report. The Scope of Work will remain the same with a new RFP.

III. FUNDING IMPACT

The only direct funding impact from the distribution of a RFP is the staff time needed. Under the Recycling Act, the Agency does not pay the Approved Recycler for recycling services; rather the Approved Recycler pays the Agency for the CEWs they receive. Therefore, there will not be a cost to the Agency associated with an agreement resulting from the RFP mentioned in this item as any contract will likely result in revenue for the Agency.

On June 23, 2008, the Office of Administrative Law (OAL) approved revised regulations governing the covered electronic waste recovery and recycling payment rates that were adopted by the California Integrated Waste Management Board (CIWMB) in May 2008. Beginning September 16, 2008 the standard Statewide Combined Recovery and Recycling Payment Rate paid to the Recyclers and Collectors, was decreased by \$0.09, from \$0.48 to \$0.39 per pound.

Under the current agreement, ECS Refining is paying the Agency \$0.26/lb for covered electronic waste (CEWs). This rate has remained consistent throughout the duration of this contract.

The County currently has a contract with West Coast Metals to provide E-waste management services. According to the MOU between the County and the Agency, payment shall be made to the Contractor by the Sonoma County Waste Management Agency. These services cost anywhere between \$4,400-\$7,200/month, depending on the amount of E-waste collected. In 2011 the Agency paid West Coast Metals \$65,666 for E-waste management services. Revenue received through the Agency's E-waste Transportation and Recycling Contract is used to cover these costs. The Agency received \$177,213.66 in revenue from ECS Refining for E-waste transport and recycling services in 2011 through this contract. Therefore, the current net annual income has been \$111,547.66.

IV. RECOMMENDED ACTION/ALTERNATIVES TO RECOMMENDATION

Staff recommendation: Direct staff to distribute a RFP for a five year E-waste Transportation and Recycling Services Contract.

Alternative to recommendation: Direct staff to approach ECS Refining for the purpose of extending the current Agreement, with the same terms and conditions.

V. ATTACHMENTS

Draft RFP- E-waste Transportation and Recycling Services
Draft Exhibit A-Scope of Services
Draft Exhibit B-Proposal Authorization and Acknowledgement Form
Draft Exhibit C-Form of Agreement
Draft Exhibit D-Volumes of Material Historically Collected

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



March 26, 2012

REQUEST FOR PROPOSALS

**TO TRANSPORT AND RECYCLE ELECTRONIC WASTE
FOR THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

Proposals due 3:00 p.m. on April 27, 2012

Submit proposal to:

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

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- Exhibit A: Proposed Scope of Services
- Exhibit B: Proposal Authorization and Acknowledgement Form
- Exhibit C: Form of Agreement
- Exhibit D: Volumes of Material Historically Collected

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.
CANCELLATION	Means a processing or treatment method that qualifies CEWs for recycling payments, removes the CEWs from the payment system eliminating the possibility of double payments, dismantles or destroys the original CEW, and results in treatment residuals as specified in Section 18660.32 of Title 14, Natural Resources--Division 7, Chapter 8.2. Electronic Waste Recovery and Recycling.
CRT	Cathode Ray Tube (Televisions and/or Computer Monitors)
CONTRACTOR	E-Waste Collector and/or Recycler
COUNTY:	The County of Sonoma
CEWs	Covered Electronic Wastes (Pursuant to SB20/SB50/as defined by Public Resources Code Section 42463)
E-STEWARDS RECYCLER	Means an electronics recycler that has been certified by accredited, independent e-Stewards certification bodies to adhere to the Basel Action Network's e-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment.
EVENTS	Electronic Waste Collection Events
E-WASTE	Electronic Waste (Includes CEWs and UWEDs)
RFP	Request for Proposals
UWEDs	Universal Waste Electronic Devices (as defined by California Code of Regulations, Title 22, section 66273.3)

1.2 Overview of Requested Services

The Sonoma County Waste Management Agency (Agency) is seeking proposals from Approved Recyclers for the transport and recycling of Covered Electronic Wastes (CEWs) and Universal Waste Electronic Devices (UWEDs), collectively referred to as electronic waste (E-waste). The Agency seeks a company to transport and recycle E-waste in compliance with all appropriate laws and regulations and in a manner that is beneficial to the communities and environment where the materials are dismantled and recycled. The contract for services being sought under this RFP will be between the successful Proposer and the Agency.

The Agency accepts E-waste for recycling at five solid waste disposal facilities and transfers it to the Central Disposal Site, 500 Mechem Road, Petaluma, California. Contractor must be an Approved Recycler with the State of California Department of Resources Recycling and Recovery (CalRecycle) and maintain this designation throughout the term of the contract. The successful Proposer shall collect E-waste from the Central Disposal Site, transport the E-waste to a designated recycling facility, cancel each CEW unit to qualify for recycling payments under the Electronics Recycling Act of 2003, and recycle the component parts and the UWED's. The Agency has particular concerns that the E-waste is recycled in a beneficial manner that is not harmful to human health or safety and the environment and is in compliance with all applicable laws, including international laws. The term of the contract will be for five (5) years.

A Pre-Proposal tour for Potential Proposers interested in touring the E-waste collection site will be held on **Tuesday April 3, 2012, from 10:00 a.m. to 11:30 a.m.**, at the following address:

Central Disposal Site, Administration Office, 500 Mechem Road, Petaluma, California, 94952

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

1.3 Responsibility of SCWMA

The AGENCY will provide the following:

- A. Provide signed Proof of Designation form.
- B. The Agency shall provide all necessary collection log cover letters, collection logs, and CEW transfer receipts.

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

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

Questions must be submitted no later than 3:00 p.m. on **April 9, 2012**; 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 **April 9, 2012** 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 **April 27, 2012**. The package of proposals must be clearly labeled on the outside with the name and the address of the firm submitting the proposal with the words: "E-Waste Collection Events" in the address. One of the copies of the proposal shall be unbound to allow for ease of copying. Proposals must be addressed and delivered to the AGENCY contact found in Section 2.1 above.
3. PROPOSERS shall label one of the copies "Original", which shall govern in the event of any inconsistency among copies of the proposal. This original copy shall be bound.
4. Each proposal shall be printed on 8 1/2" by 11" paper, double-sided where appropriate, or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content.
5. Each proposal shall include all information required by this RFP and any subsequent addenda.
6. Proposals received after the required submittal date will be rejected and will be returned unopened. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Evaluation Process

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

The objective of the Agency is to determine the best option for E-waste transportation and recycling services. To this end, the Agency shall consider all relevant factors, including, but not limited to:

- Direct costs/revenue
- Proposer's qualifications and safety record
- References from existing or prior clients
- Any indirect costs, benefits, or risks arising out of the Proposal that directly or indirectly impact the Agency's constituents.

The Agency will evaluate the cost/revenue for services requested in the Proposal, including all components of the service fee and other relevant factors including, but not limited to, all costs, benefits and risks to the Agency and its constituents that may be associated with the proposed services. The Agency may request "Best and Final" offers based on an improved understanding of the offers or changes in the scope of services to be provided. The Agency reserves the right to reject any or all Proposals and to award an Agreement or Agreements to the Proposer(s), which, in the Agency's

judgment, will best serve the needs of the citizens of Sonoma County.

3.3 Rights of the AGENCY

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

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

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

4. PROPOSAL REQUIREMENTS

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

4.1 Letter of Submission

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

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

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

4.2 Proposed Scope of Work

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

4.3 Insurance

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

4.4 Qualifications and Experience of Firm

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

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

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

- 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.

4.5 Agreement for E-Waste Transport and Recycling Services

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

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
March 26, 2012	Distribution of RFP	AGENCY
April 3, 2012	Pre-Proposal Tour (10:00)	AGENCY
April 9, 2012	Submit Addenda Distribution Information	PROPOSER
April 9, 2012	Submit Written Questions	PROPOSER
April 27, 2012	Proposals Due (3:00 p.m.)	PROPOSER
May 16, 2012	Award of Agreement (tentative)	AGENCY

6. ATTACHMENTS

Exhibit A: Proposed Scope of Services
Exhibit B: Proposal Authorization and Acknowledgement Form
Exhibit C: Form of Agreement
Exhibit D: Volumes of Material Historically Collected

E-waste Transportation and Recycling Services RFP

Exhibit A

Scope of Work

This section describes the services sought by the Agency. The Agency will execute an Agreement (see Attachment C) for E-waste transportation and recycling with the selected Proposer as described in this RFP. The Agreement may incorporate any or all elements of the successful Proposer's proposal, either as originally submitted or as defined in subsequent negotiations. The Agreement is subject to the final approval of the Agency Board of Directors. Also set forth in this section are the major terms of the business arrangement that the Agency seeks with the successful Proposer, as further defined by the cost items/payment terms contained in the successful Proposer's proposal.

To enable the Sonoma County Waste Management Agency (SCWMA) to evaluate potential Electronic Waste Transportation and Recycling Contractors, please address each of the items below. Agency staff will evaluate the Proposals based on completeness of answers to the items below. The weighted percentages are listed next to each criteria category below totaling 100%.

Primary Selection Criteria

1. Ability to perform services as specified within the RFP (25%)-Please describe the Proposer's qualifications and experience as an E-waste Recycler. Include the Proposer's CEWID#.

2. Description of services offered (20%)- Please list, in detail, the collection services proposed to be provided in connection with this RFP. Please include a detailed list of materials accepted.

3. Cost (25%)- How much would be paid (charged) to the SCWMA for recycling the materials described above? The payment (charge) should include all costs (recycling, labor, equipment, transportation, etc.).

4. Handling of materials (20%)-Describe, in detail, the final destination/market for collected items. In addition, please also address the following:

- a) Will any of the items collected be recycled or reused? Please describe.
- b) How are collected hard drives to be handled?
- c) List any materials which are sent to the landfill or shipped overseas for processing.

Preference will be given to Proposers who have obtained environmental, health and safety certifications and who uphold the highest social and environmental standards in their business practices. Preference will be given to Proposers that:

1. have ISO 9000 or 14001 Environmental Management Systems

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

5. References (10%)- Please provide a list of references from existing or prior clients.

TASKS

The services to be performed under the Agreement will include the following tasks and any modifications agreed to during the contract negotiation process. **The Proposer shall include responses to each Task category below** to be included in the evaluation of the Proposals.

Materials Accepted – At a minimum the contractor shall be required to accept all E-waste (CEWs and UWEDs), including but not limited to: computer monitors, laptop computers, TVs, console TVs, projector TVs, flatscreen TV's and broken CEW's. Furthermore, Proposer should detail any restrictions on acceptance, for example, will Proposer accept CEW tubes removed from casings.

Packing – The successful Proposer shall work with County's E-waste packing and loading contractor on packing requirements. The E-waste packing and loading contractor will package E-waste to successful Proposer's specifications. In the proposal, detail any specific palletizing and sorting requirements.

Truck Loading – The successful Proposer shall work with County's E-waste packing and loading contractor, who will load successful Proposer's trucks. In proposal, detail any specific truck loading requirements. Should a Proposer be proposing to load their own trucks, the "cost" (or reimbursement reduction) for loading must be indicated separately from other services. If a Proposer will not allow County's E-waste packing and loading contractor to load trucks, this must be clearly stated in proposal.

Scheduling – The successful Proposer shall work with County's E-waste packing and loading contractor, who will schedule all pickups. Proposer should indicate in its proposal the necessary lead time for pickups. Proposer should indicate a preference for on-call or regularly scheduled pickups and flexibility for on-call pickups.

Paperwork – The Agency shall provide all necessary collection log cover letters, collection logs, and CEW transfer receipts. The successful Proposer shall provide a copy of the Bill of Lading and a certificate of recycling for each shipment with monthly payments. Proposer shall provide downstream chain-of-custody reports.

Recycling Process – Proposer shall describe the recycling process for CEWs and UWEDs for all component parts.

Downstream Vendors – Proposer shall provide a list of vendors that will receive materials from Agency's CEW's and UWED's and describe what form they receive the material and in what form that material is when transferred to the next vendor. Be sure to cover all component parts.

E-waste RFP/Contract Language

INTENT

The Sonoma County Waste Management Agency (SCWMA) implements the following criteria as due diligence to increase the oversight of electronics recycling and to assure legal, safe and beneficial recycling occurs with Sonoma County's electronic waste. All material collected through the Contract shall be handled by a Recycler who meets the following criteria. The following criteria must be included in the successful Proposer's contract.

Contract Requirements

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

violation during the term of this Agreement for Contractor and each of the proposed subcontractors. Also, provide copies of any letters of recommendation or other awards of recognition.

7. Contractor shall make all of its facilities and related documentation available to the SCWMA for onsite and paper audits by SCWMA or designated 3rd party auditor. Additionally, Contractor must arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by SCWMA or designated 3rd party auditor.
8. Contractor shall provide a downstream chain-of-custody-and-disposition report of all waste collected within ninety (90) days of the collection event. The downstream report shall include both hazardous and non-hazardous components, including but limited to, Identity of vendor(s) who purchase final recovered materials, and a description of each material's final reuse or disposition by volume and composition.
9. Contractor shall provide Agency staff with a list of Contractor's "Down-Stream Vendors", identified by material processed, and shall provide written notification to Agency of any change to the list. Contractor shall provide thirty (30) days notice to Agency of any change to the list that is initiated by Contractor and seven (7) days notice of any change not initiated by Contractor.
10. Contractor shall not utilize prison labor for recycling of E-waste or its components either directly or through intermediaries.



Exhibit B

E-Waste Transportation and Recycling Services RFP

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 Electronic Waste Collection Event Services (Exhibit C) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until _____, 2012 (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 a single agreement for all services described in this RFP.
 - Award separate agreements to multiple Proposers for specific services described in this RFP.
 - Reject all Proposals and not award an agreement.
 - Reject any Proposal.
 - Select a Proposal other than the highest payment 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 Proposals.
 - Request from any Proposer at any time during the evaluation process, clarification of any information contained in the Proposal.
 - Request "Best and Final" offers.
 - Conduct interview(s) with any Proposer(s).

Exhibit B (continued)

- Negotiate terms and conditions that are different from those described in this RFP and Agreement.
- Contact references provided and seek information from any agency with which the Proposer has done business.
- Take other such action that best suits the needs of the County and/or its citizens.

Form of Agreement

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

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

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____ (optional)

Signature: _____ **Date:** _____

EXHIBIT C
AGREEMENT FOR ELECTRONIC WASTE TRANSPORT AND RECYCLING
SERVICES

This agreement ("Agreement"), dated as of _____, 2012 ("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").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in Electronic Waste ("E-Waste") Transportation and Recycling 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 for transporting and recycling E-Waste collected at the Central Disposal Site.

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

A G R E E M E N T

1. Scope of Services.

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

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

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

pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

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

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. Contractor shall pay Agency in accordance with Exhibit "A" which sets out the payment terms.

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.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the performance of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole negligence or willful misconduct of Agency. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to Agency, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Representations of Contractor.

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

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

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

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

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, and shall make such documents and records available to Agency for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

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

9.6 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin,

religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

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

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

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

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

Agency: Sonoma County Waste Management Agency
Attention: Lisa Steinman
2300 County Center Drive, Suite 100 B
Santa Rosa, CA 95403
Phone: (707) 565-3632
FAX: (707) 565-3701

Consultant: 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:

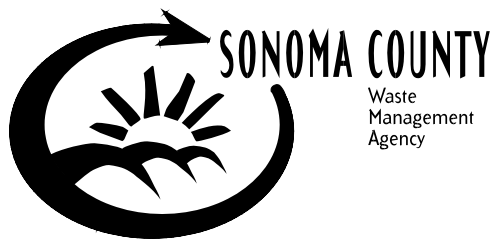
By: _____
Agency Counsel

E-waste Transportation and Recycling Services RFP

Exhibit D

Exhibit D shall include a table detailing the volumes of E-waste material historically collected at the Central Disposal Site. Exhibit D will be included in the RFP package at time of issue.

DRAFT



Agenda Item #: 8
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 3/21/2012

ITEM: Electronic Waste Collection Events

I. BACKGROUND

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

The Agency entered into an agreement with Goodwill Industries of the Redwood Empire on June 16, 2010 for Electronic Waste Management Services for the purpose of holding E-waste collection events. The Contract is set to expire on June 16, 2012. The current advertised schedule of E-waste collection events runs through May 20, 2012. These events are advertised in the 2011 Sonoma County Recycling Guide and on the Agency's website at www.recyclenow.org.

II. DISCUSSION

Agency staff is requesting approval from the Agency Board to issue a Request for Proposals (RFP) to establish a new contract for E-waste collection services. The Agency has been satisfied with this Contractor but the current Agreement does not allow for extensions and this particular contract has received interest from many proposers in the past. Staff is recommending the distribution of an RFP in order to keep the process competitive.

Agency staff proposes to enter into a two (2) year agreement, including three optional one-year extensions through 2017, with a selected E-waste Contractor to provide E-waste collection and recycling services to begin in June 2012. The selected Contractor would be required to hold at least one event per month through the duration of their contract. Agency staff would be responsible for logistical requirements, all appropriate notifications and permitting as well as the majority of the advertising and promotion for the events.

In addition to selection of a preferred proposer through the RFP process, Agency staff is recommending that the Agency establish a contingency or "back-up" agreement with the second highest ranked proposer. The purpose for a contingency agreement is that, if for any reason the selected proposer is unable to perform its service commitments, then the back-up Contractor would be able to step in and immediately provide the E-waste recycling services for the advertised events. This contingency agreement would provide assurance that there would be no interruption in operations or revenue from the E-waste recycling. At the time of award from the last E-waste Collection Event RFP, the Board approved awarding a contingency agreement to ECS Refining, the second highest bidder.

III. FUNDING IMPACT

Directing staff to issue a RFP for these services does not have an immediate cost to the Agency. Senate Bill 20 and Senate Bill 50 attach a fee to purchases of computers and televisions and provide funds to approved recyclers, who then provide a portion of that money to official E-waste collectors. The E-waste collection events will provide revenue to the Agency through this State

reimbursement program. The selected Contractor will collect E-waste from Sonoma County residents and businesses at no cost to the residents, businesses, or Agency. The selected Contractor will pay the Agency on a per pound basis as described in the bidder's proposal.

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

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

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving issuance of a RFP for a two year E-waste Collection Events Services Contract and directing staff to return with a recommendation for a selected E-waste Contractor and a "back-up" E-waste Contractor.

V. ATTACHMENTS

Draft RFP- E-waste Collection Events Services
Draft Exhibit A-Scope of Services
Draft Exhibit B-Proposal Authorization and Acknowledgement Form
Draft Exhibit C-Form of Agreement

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



March 26, 2012

REQUEST FOR PROPOSALS

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

Proposals due 3:00 p.m. on April 27, 2012

Submit proposal to:

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

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

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

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

1.2 Overview of Requested Services

The Sonoma County Waste Management Agency (AGENCY) is seeking a two-year agreement with a CONTRACTOR to hold city-centered Electronics Waste Collection Events where Sonoma County residents and businesses may bring electronic waste for recycling. These events shall be held on a monthly basis with no cost to the residents and businesses. The selected CONTRACTOR will be assisted by the AGENCY with publicity for the events.

The AGENCY intends to award “primary” vendor and “back-up” vendor contracts. The “back-up” vendor shall not be guaranteed any amount of work. The “back-up” vendor contract shall only be utilized in the event that the “primary” vendor is unable to provide the electronic waste recycling services required by its contract with the AGENCY.

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

1.3 Responsibility of SCWMA

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

- A. Provide signed Proof of Designation form.
- B. Provide promotional support including:
 - Notifying all appropriate public agencies (police, fire, etc.).

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

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

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

Questions must be submitted no later than 3:00 p.m. on **April 9, 2012**; 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 **April 9, 2012** 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 **April 27, 2012**. The package of proposals must be clearly labeled on the outside with the name and the address of the firm submitting the proposal with the words: "E-Waste Collection Events" in the address. One of the copies of the proposal shall be unbound to allow for ease of copying. Proposals must be addressed and delivered to the AGENCY contact found in Section 2.1 above.
3. PROPOSERS shall label one of the copies "Original", which shall govern in the event of any inconsistency among copies of the proposal. This original copy shall be bound.

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

3.2 Evaluation Process

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

3.3 Rights of the AGENCY

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

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

PROPOSERS are notified that the costs of preparing and submitting proposals and the risks associated therewith shall be borne solely by the PROPOSER. No compensation will be provided to PROPOSERS for

work performed or costs incurred during the preparation, submittal or evaluation of Proposals neither for the negotiation or execution and delivery of an Agreement awarded as a result of this RFP.

4. PROPOSAL REQUIREMENTS

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

4.1 Letter of Submission

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

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

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

4.2 Proposed Scope of Work

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

4.3 Insurance

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

4.4 Qualifications and Experience of Firm

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

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

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

- 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.

4.5 Agreement for E-Waste Management Services

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

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
March 26, 2012	Distribution of RFP	AGENCY
April 9, 2012	Submit Addenda Distribution Information	PROPOSER
April 9, 2012	Submit Written Questions	PROPOSER
April 27, 2012	Proposals Due (3:00 p.m.)	PROPOSER
May 16, 2012	Award of Agreement (tentative)	AGENCY

6. ATTACHMENTS

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

Electronic Waste Collection Events

Exhibit A

Proposed Scope of Services

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

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

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

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

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

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

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

Preference will be given to Proposers who have obtained environmental, health and safety certifications or who use only Recyclers who have obtained certifications. **2 points** will be given for each category below (maximum **4 points out of 15**) to Proposers that:

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

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

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

Electronic Waste Collection Events

Contract Language

INTENT

The Sonoma County Waste Management Agency (SCWMA) implements the following criteria as due diligence to increase the oversight of electronics recycling and to assure legal, safe and beneficial recycling occurs with Sonoma County's electronic waste. All material collected through the Contract shall be handled by a Recycler who meets the following criteria. The following criteria must be included in the successful Proposer's contract.

Contract Requirements

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

of recommendation or other awards of recognition.

7. Contractor shall make all of its facilities and related documentation available to the SCWMA for onsite and paper audits by SCWMA or designated 3rd party auditor. Additionally, Contractor must arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by SCWMA or designated 3rd party auditor.
8. Contractor shall provide a downstream chain-of-custody-and-disposition report of all waste collected within ninety (90) days of the collection event. The downstream report shall include both hazardous and non-hazardous components, including but limited to, Identity of vendor(s) who purchase final recovered materials, and a description of each material's final reuse or disposition by volume and composition.
9. Contractor shall provide Agency staff with a list of Contractor's "Down-Stream Vendors", identified by material processed, and shall provide written notification to Agency of any change to the list. Contractor shall provide thirty (30) days notice to Agency of any change to the list that is initiated by Contractor and seven (7) days notice of any change not initiated by Contractor.
10. Contractor shall not utilize prison labor for recycling of E-waste or its components either directly or through intermediaries.



Exhibit B

Electronic Waste Collection Events

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 Electronic Waste Collection Event Services (Exhibit C) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until _____, 2012 (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 a single agreement for all services described in this RFP.
 - Award separate agreements to multiple Proposers for specific services described in this RFP.
 - Reject all Proposals and not award an agreement.
 - Reject any Proposal.
 - Select a Proposal other than the highest payment 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 Proposals.
 - Request from any Proposer at any time during the evaluation process, clarification of any information contained in the Proposal.
 - Request "Best and Final" offers.
 - Conduct interview(s) with any Proposer(s).

Exhibit B (continued)

- Negotiate terms and conditions that are different from those described in this RFP and Agreement.
- Contact references provided and seek information from any agency with which the Proposer has done business.
- Take other such action that best suits the needs of the County and/or its citizens.

Form of Agreement

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

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

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____ (optional)

Signature: _____ **Date:** _____

EXHIBIT C
AGREEMENT FOR ELECTRONIC WASTE MANAGEMENT SERVICES

This agreement ("Agreement"), dated as of _____, 2012 ("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").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in Electronic Waste ("E-Waste") Collection Event Services and related services; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to hold E-Waste Collection Events.

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

A G R E E M E N T

1. **Scope of Services.**

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

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

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

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from Agency.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Agency to be key personnel whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. Contractor shall pay Agency in accordance with Exhibit "A" which sets out the payment terms.

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.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the performance of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole negligence or willful misconduct of Agency. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to Agency, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

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

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

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

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

- a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Representations of Contractor.

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

9.1.1 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, that is initiated by Contractor, or within seven (7)

days of Contractor becoming aware of a change to the information provided pursuant to Section 10 of Exhibit A that was not initiated by Contractor.

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

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

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, and shall make such documents and records available to Agency for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

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

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

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

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

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

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

to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency's right to terminate this Agreement pursuant to Article 4.

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

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

Agency: Sonoma County Waste Management Agency
Attention: Lisa Steinman
2300 County Center Drive, Suite 100 B
Santa Rosa, CA 95403
Phone: (707) 565-3632
FAX: (707) 565-3701

Consultant: 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: _____

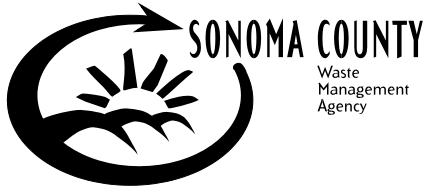
Title: _____

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



Agenda Item #: 9
Cost Center: All
Staff Contact: Mikus
Agenda Date: 03/21/2012

Item: Discussion Regarding Contracts

I. BACKGROUND

At the January 18, 2012, the SCWMA Board members requested a discussion be held concerning general guidelines on SCWMA contracts, with particular emphasis on duration and possible extensions. At the February 15, 2012 meeting discussion on this topic the Board asked that this item be returned for further review, specifically regarding a possible cost threshold between purchases and contracts.

II. DISCUSSION

The Board indicated a consensus on the following topics during the February meeting discussion:

1. Contracts would fall in two categories, either qualification/services based, which would utilize the Request For Qualifications, (RFQ), process, or operations/cost based, which would utilize the Request For Proposal (RFP) process.
2. Optimum contract length would be between 3 and 5 years.
3. Decisions on doing new bids compared to contract extensions would be made on a case by case review of existing circumstances.
4. Providing a competitive procurement process which maximized value for expense would likely be best served by redoing RFQs or RFPs as appropriate rather than multiple year or recurrent contract extensions.

The Board asked for staff input regarding a possible cost threshold for determining if a specific purchase (whether for durable goods or services) should be made either as a purchase based on quotes or as a contract via a competitive procurement process such as RFQ or RFP.

Currently two financial amount based limits are followed by SCWMA regarding any purchases or contracts. The first limit is that any purchases exceeding \$5,000.00 require Board approval, where purchases of less than that amount can be approved by the Executive Director. The second limit is that expenditures exceeding \$50,000.00 must be approved by a unanimous vote of the Board.

Perhaps, rather than just a dollar amount, the focus of any decision, between purchase from quotes or competitive contract, needs to be made based on the nature of the items or services under contemplation. Standard/universal items or services, such as computers or office furniture, or such as printing or bulk mailing, lend themselves to obtaining quotes for outright purchases. However, items or services of a much more specific character, such as the services we currently obtain for compost operations, HHW collection, or E-Wastes, where the scope of what is to be provided must be clearly defined because of its unique nature, lend themselves to competitive contracting.

Thus, it may not be appropriate to set a dollar threshold to delineate between purchases and contracts. However, dollar thresholds for differing levels of oversight and approval, as currently in place, would be appropriate.

III. FUNDING IMPACT

None

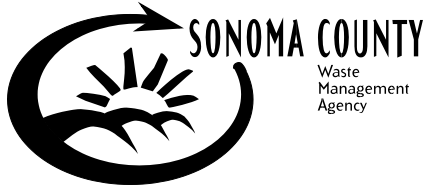
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

None

V. ATTACHMENTS

None

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



Agenda Item #: 11
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 3/21/2012

ITEM: Compost EIR Recirculation Discussion

I. BACKGROUND

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

Project Milestones:

June 18, 2008 – the SCWMA Board selected one preferred site (Site 5a) and two alternative sites (Sites 13 and 14) to be studied further in an Environmental Impact Report (EIR).

March 18, 2009 – First Amendment, the term of the agreement with ESA was extended to December 31, 2009 and an alternative composting technology, aerated static pile, was added to the EIR.

May 20, 2009 – Second Amendment, Site 40 was added to the EIR to be studied at an equal level of detail as Site 5a.

December 2, 2009 – Third Amendment, the term of the agreement was extended to June 30, 2010.

February 17, 2010 – Fourth Amendment, Central Disposal Site was added to the EIR to be studied at an equal level as Sites 5a and 40. The term of the agreement was extended to October 31, 2010.

August 18, 2010 – Fifth Amendment, additional funds were appropriated to complete a Water Supply Assessment for Site 40. The term of the agreement was extended to March 16, 2011.

March 16, 2011 – Sixth Amendment, the term of the agreement was extended to November 16, 2011.

October 19, 2011 – Seventh Amendment, the term of the agreement was extended to August 31, 2012 and additional funds were added to complete the Draft EIR.

January 18, 2012 – the SCWMA held a public hearing to receive comments on the Draft EIR.

II. DISCUSSION

The comment period for the Draft EIR ended February 21, 2012. 38 comments from government agencies and individuals were received. ESA is working to address each comment in the Final EIR.

One set of comments from EBA Engineering (submitted at the request of Sonoma Compost Company) detailed a plan to accommodate 200,000 tons of compost capacity at the Central Disposal Site alternative without the need for terracing. Staff has had discussions with Sonoma Compost Company and believes their approach is valid. ESA has also discussed the plan with Sonoma Compost Company and has developed a proposal to incorporate the new parameters in the compost facility EIR.

As currently contemplated in the DEIR, the Central Site Alternative has a significant limitation due to the limit of 110,000 tons per year capacity compared to the 200,000 tons per year of organic materials identified as readily available for composting in the future.

ESA believes the additional capacity increase at the Central Disposal Site alternative from 110,000 to 200,000 tons per year will result in additional significant environmental impacts which were not disclosed in the Draft EIR. As such, if the Board chooses to analyze additional capacity at the Central Disposal Site, the sections which have new significant impact will need to be recirculated in another 45 day comment period. Staff would also recommend holding a public hearing during the comment

period to receive oral comments on the DEIR. Comments received during the additional comment period would be addressed with the comments from the previous comment period in the Final EIR. ESA proposes an amendment to our agreement that would add \$34,000 to the project cost to complete the additional study.

Alternatively, if the Board chooses not to analyze the additional capacity at the Central Disposal Site, no new agreement amendment or comment period would be necessary and ESA will continue to address the comments for the Final EIR.

Staff believes there is merit to the proposal from Sonoma Compost Company/EBA Engineering as the increase of capacity to 200,000 tons per year would make the Central Disposal Site much more feasible and accomplish all of the goals of the project where previously only 2 of the three goals were met at the Central Disposal Site.

III. FUNDING IMPACT

The proposal from ESA would cost an additional \$34,000 to accomplish the expanded scope. The Organics Reserve has a fund balance of over \$4.4 million, which is more than enough to accommodate this increase.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of the Eighth Amendment to the Agreement with ESA for Consulting Services.

V. ATTACHMENTS

Eighth Amendment to the Agreement with ESA
Exhibit B6
Appropriation Transfer
Proposal from ESA

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

EIGHTH AMENDMENT TO
AGREEMENT BETWEEN SONOMA COUNTY WASTE MANAGEMENT AGENCY
AND ENVIRONMENTAL SCIENCE ASSOCIATES
FOR CONSULTING SERVICES WITH REGARD TO THE COMPOST RELOCATION
PROJECT

This Eighth Amendment ("Amendment") to the Agreement for Consulting Services ("Agreement"), dated as of March 21, 2012, is by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers agency, and Environmental Science Associates, a California Corporation, ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing Agreement.

RECITALS

WHEREAS, Consultant represents to Agency that it is a duly qualified firm experienced in compost site selection, conceptual design, and preparation of CEQA documents and related services;

WHEREAS, Agency and Consultant amended this agreement as of March 18, 2009 ("First Amendment"); and

WHEREAS, Agency and Consultant amended this agreement as of May 20, 2009 ("Second Amendment"); and

WHEREAS, Agency and Consultant amended this agreement as of December 2, 2009 ("Third Amendment"); and

WHEREAS, Agency and Consultant amended this agreement as of February 17, 2010 ("Fourth Amendment"); and

WHEREAS, Agency and Consultant amended this agreement as of August 18, 2010 ("Fifth Amendment"); and

WHEREAS, Agency and Consultant amended this agreement as of March 16, 2011 ("Sixth Amendment"); and

WHEREAS, Agency and Consultant amended this agreement as of October 19, 2011 ("Seventh Amendment"); and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Section 2.1 Payment is hereby deleted and replaced in its entirety to read as follows:

2.1 Consultant shall be paid Seven Hundred Ninety Four Thousand Four Hundred Eighty Six Dollars (\$794,486) for services rendered in accordance with tasks detailed in Section 1.1 above and in Exhibit B6, 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, sub-consultant costs, non-labor expenses, and profit.

2. Exhibit A – Scope of Service is hereby amended to include the following addition:

Exhibit B5 is hereby deleted and replaced in its entirety with Exhibit B6.

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT
AGENCY
By:

Nina Regor, Chair

CONSULTANT: ENVIRONMENTAL SCIENCE ASSOCIATES
By:

Title:

APPROVED AS TO FORM FOR AGENCY:

Janet Coleson, Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:

Henry J. Mikus, Executive Director

Exhibit B6
ESA Labor Detail and Expense Summary
Revised March 21, 2012

Task Number / Description		Sicular	Miller	Sherman	Martorana	Grattidge	Morales, M	Hecock	Hudson	Fain	Morales, E	Hutchison	Schnabel	Fischer	Lee	Subtotal	Administrative Staff Hours					Total Hours	Total Labor Price
		PD	PM	Tec Advisor	Cultural	Planning	Noise/AQ	Land Use	Hydrology	Alts./CEQA	Alts./CEQA	Traffic	Traffic	Biological	Biological		Wyatt Sr Adm/Grph	Allen Sr GIS	Patrus WP	Clerical	Subtotal		
Hourly Billing Rate		\$160	\$160	\$170	\$100	\$145	\$90	\$100	\$160	\$115	\$100	\$160	\$100	\$185	\$100		\$ 95	\$125	\$80	\$65			
Task 1	Submit a Work Plan (includes 1 meeting 5 key people [3 ESA])	12	40	12	-	-	-	-	-	-	-	-	-	-	-	\$ 10,360			2		\$ 160	66	\$ 10,520
Task 2	Meetings (Included in Task 1, 3, 7 and 10)				-		-	-		-	-		-	-	-	\$ -					\$ -	-	\$ -
Task 2.1	Monthly Phone Conferences (4 persons per call x 8 months [2 ESA])		8			8										\$ 2,440					\$ -	16	\$ 2,440
Task 2.2	Additional Meetings (3 additional meeting with Agency - 4 persons [2 ESA])		24			24										\$ 7,320					\$ -	48	\$ 7,320
Task 3	Site Evaluation (includes 1 meeting 5 key people [3 ESA] - and Summary Notes)	8	36	-	-	8	-	-	-	-	-	-	-	-	-	\$ 8,200		40			\$ 5,000	92	\$ 13,200
Task 4	Conceptual Design of Composting Facility	-	16	-	-	-	-	-	-	-	-	-	-	-	-	\$ 2,560					\$ -	16	\$ 2,560
Task 5	Prepare Administrative Draft EIR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -					\$ -	-	\$ -
5.1	CEQA Start-Up	-	8	-	-	8	-					-	-	-	-	\$ 2,440					\$ -	16	\$ 2,440
5.2	Prepare Project Description	-	16	4	-	-	-	24	-			-	-	-	-	\$ 5,640					\$ -	44	\$ 5,640
5.3	Prepare Data Request for SCWMA	-	8	-	-	4	4	-	4	-		4	-	4	-	\$ 4,240					\$ -	28	\$ 4,240
5.4	Develop Project Alternatives	-	8	-	-	12	-	-	-		20	-	-	-	-	\$ 5,020	4	8			\$ 1,380	52	\$ 6,400
5.5	Confer with Involved Agencies	-	4	-	-	-	4	-	8	-	-	-	-	4	8	\$ 3,820					\$ -	28	\$ 3,820
5.6	Prepare and Submit Initial Study / NOP	8	16	-	4	16	-	-	8	-	-	4	-	4	-	\$ 9,220					\$ -	60	\$ 9,220
5.7	Complete Environmental Analyses	16	16	-	-	-	-	-	-	-	-	-	-	-	-	\$ 5,120	40		40	40	\$ 12,600	176	\$ 17,720
5.7.1	Land Use Planning and Agriculture	-	2	-	-	12	-	60	-	-	-	-	-	-	-	\$ 8,060		16			\$ 2,000	90	\$ 10,060
5.7.2	Aesthetics	-	8	-	-	16	-	-	-	-	-	-	-	-	-	\$ 3,600	4				\$ 380	28	\$ 3,980
5.7.3	Traffic and Transportation	-	2	-	-	-	-	-	-	-		52	88	-	-	\$ 17,440					\$ -	142	\$ 17,440
5.7.4	Public Services, Utilities and Service Systems	-	2	-	-	8	-	-	-		64	-	-	-	-	\$ 7,880					\$ -	74	\$ 7,880
5.7.5	Hydrology	-	-	-	-	-	-	-	20	70	-	-	-	-	-	\$ 11,250					\$ -	90	\$ 11,250
5.7.6	Air Quality	-	6	-	-		40	-	-	-	-	-	-	-	-	\$ 4,560					\$ -	46	\$ 4,560
5.7.7	Noise	-	6	-	-	-	40	-	-	-	-	-	-	-	-	\$ 4,560					\$ -	46	\$ 4,560
5.7.8	Biological Resources	-	-	-	-	-	-	-	-	-	-	-	-	20	75	\$ 11,200		8			\$ 1,000	103	\$ 12,200
5.7.9	Cultural Resources	-	-	-	30	-	-	-	-	-	-	-	-	-	-	\$ 3,000					\$ -	30	\$ 3,000
5.7.10	Alternatives	-	-		8	-	8	8	-	8	24	16	-	-	21	\$ 10,300	8	8			\$ 1,760	109	\$ 12,060
5.7.11	Other CEQA Sections	-	-	-	-	-	-	-	-	-	24	-	-	-	-	\$ 2,400					\$ -	24	\$ 2,400
Task 6	Prepare Draft EIR (ADEIR II, Screen Copy, 60 hardcopies, 30 CDs)	8	30	-	-	16	16	30	-	-	20	-	-	-	-	\$ 14,840	16	8	40	8	\$ 6,240	192	\$ 21,080
Task 7	Attend Hearing on Draft EIR (includes 1 meeting 5 key people - [4 ESA] & Summary Notes)	-	16	-	-	8	-	-	8	-	-	8	-	-	-	\$ 6,280					\$ -	40	\$ 6,280
Task 8	Respond to Comments and Prepare Admin. Final EIR (3 hardcopies + 1 electronic)	8	40	-	-	40	20	20	8	20	-	-	-	12	32	\$ 26,280	16		40		\$ 4,720	256	\$ 31,000
Task 9	Prepare Final EIR (One Screen Copy + 50 hardcopies + 10 CDs)	8	20	-	-	20	10	10	4	10	-	-	-	18	-	\$ 14,400	16		40		\$ 4,720	156	\$ 19,120
Task 10	Attend hearing for Final EIR (includes 1 meeting 5 key people [4 ESA] - & Summary Notes)	-	16	-	-	8	-	-	8	-	-	8	-	-	-	\$ 6,280					\$ -	40	\$ 6,280
Task 11	Other Necessary Tasks (Upon written authorization of Executive Director)															\$ -					\$ -	-	\$ 25,000
	Project Management	16	76	4	-		-	-		-	-		-	-	-	\$ 15,400					\$ -	96	\$ 15,400
																\$ -					\$ -	-	\$ -
Total Hours		84	424	20	42	208	142	152	68	108	152	92	88	62	136		104	112	162	48		2,204	
Subtotals - Labor Hours		\$13,440	\$ 67,840	\$ 3,400	\$ 4,200	\$30,160	\$12,780	\$15,200	\$10,880	\$12,420	\$15,200	\$ 14,720	\$ 8,800	\$11,470	\$13,600	\$ 234,110	\$ 9,880	\$ 14,000	\$ 12,960	\$ 3,120	\$ 39,960		\$ 299,070
ESA Labor Costs																							\$ 299,070
Communications Fee of 3% on ESA Labor Costs																							\$ 8,972
ESA Non-Labor Expenses																							
	Reimbursable Expenses																						\$ 20,199
	ESA Equipment usage																						\$ 1,810
Subtotal ESA Non-Labor Expenses																							\$ 22,009
Subconsultant Costs																							\$ 190,875
Task 12 - Aerated Static Pile (First Amendment)																							\$ 33,260
Task 13 - Site 40 Addition (Second Amendment)																							\$ 66,000
Task 14 - Central / Gray Site Additions (Fourth Amendment)																							\$ 63,000
Task 15 - Water Supply Assessment (Fifth Amendment)																							\$ 32,300
Task 16 - Additional ADEIR (Seventh Amendment)																							\$ 45,000
Task 17 - Recirculate DEIR Sections (Eighth Amendment)																							\$ 34,000
TOTAL PROJECT PRICE																							\$ 794,486

**SPECIAL DISTRICTS GOVERNED BY
LOCAL BOARDS - BUDGETARY REVISIONS**

Resolution No.

District Name: Sonoma County Waste Management Agency (JPA)
Address: 2300 County Center Dr., Rm. 100B
Santa Rosa, CA 95403
Phone: 565-2413
FY: 2010-11

Auditor's Office Use Only

DOCUMENT #
BATCH #
BATCH DATE

	TC	INDEX	SUB-OBJECT	PROJECT	SUB-OBJECT TITLE	AMOUNT
TO:	203	799221	6540	Compost Site Relocation	Contract Services	\$34,000
FROM:		799221	4624	Same as Above	Retained Earnings	\$34,000

WHEREAS, it is desirous to the Agency to include additional studies to the existing Environmental Impact Report being prepared by Environmental Science Associates; and

WHEREAS, the additional scope of work and accompanying expense was not anticipated and, therefore, not budgeted in the Sonoma County Waste Management Agency budget for FY 11-12; and

WHEREAS, it is would create greater efficiencies, both in location and purchasing options, to direct the contractor to proceed with the exploration and appropriate the necessary funds from the Organics Reserve Fund to cover the unanticipated expenditures.

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

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

_____, who moved its adoption, seconded by

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

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

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

Date: _____

Attested: _____

Signature: _____
Secretary/Clerk of the Board

Signature: _____
Nina Regor, Chairperson



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

memorandum

date 3/9/2012

to Patrick Carter, Sonoma County Waste Management Agency

from Paul Miller

subject Scope of Work and Cost to add New Site Plan and Increased Annual Volumes for the Central Site Alternative –Partial Recirculated Draft EIR for the Sonoma County Waste Management Agency Compost Facility

Task 20 – Environmental Review to Support Proposed Modifications to the Central Site Alternative including increased compost volumes. Partial Recirculated Draft EIR – for Modified Central Site Alternative.

In response to the Draft EIR, a letter was received from EBA Engineering. Their letter stated that “EBA Engineering has performed additional engineering analysis and preliminary design calculations that indicate the Central Site alternative can be built in a single phase and immediately accommodate the required 200,000 tons per day composting capacity without the need for terracing.”

You have indicated that the SCWMA (Agency) may want to fully consider the EBA design in the EIR, because the Draft EIR analyzed a design that could only accommodate 110,000 tons per year, that would be built in two phases (the first phase could only process 40,000 tons per year of compost) and that would include three tiers (or terraces).

ESA can complete the Final EIR without consideration of the EBA comments using the 110,000 tons per year capacity design analyzed in the Draft EIR. There would be no additional cost for this approach.

Alternatively ESA could prepare a Recirculated Draft EIR that would analyze the EBA design information as a “modified Central Site Alternative” that would allow for a Central Site Alternative design that could compost 200,000 tons per year. This approach would include the extra analyses in the EIR necessary to approve a 200,000

tons per year compost facility at the Central Site. The rest of this memo details ESA's proposed approach and costs for preparing a Recirculated Draft EIR for the "modified Central Site Alternative".

ESA has reviewed the Central Site Alternative discussions in the Draft EIR (Chapters 24 – 32) to determine the level of analyses that will be needed to incorporate this "modified Central Site Alternative" into the EIR and analyze the environmental effects.

The EBA design work was requested by Sonoma Compost Company (SCC). Discussions with SCC have clarified some aspects of the design, including the fact that the footprint of construction would all be within the footprint already analyzed in the Draft EIR for the Central Site Alternative. SCC has agreed to meet with the ESA team and go over the details of the EBA design, so that it can be accurately described and analyzed in a Recirculated Draft EIR.

The main concern about the modified Central Site Alternative is whether the increased throughput would result in new significant impacts that were not identified in the Draft EIR. That would require the recirculation of portions of the Draft EIR for another round of public and agency review (45 days). The concern about the new impacts is primarily from the increase in throughput from 110,000 to 200,000 tons per year.

A lead agency is required to recirculate a Draft EIR, prior to certification, when "significant new information" is added to the EIR after the public review period begins (CEQA Guidelines Section 15088.5). "New information added to an EIR is not 'significant' unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. 'Significant new information' requiring recirculation includes, for example, a disclosure showing that:

- (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it.
- (4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (*Mountain Lion Coalition v. Fish and Game Com.* (1989) 214 Cal.App.3d 1043)" (CEQA Guidelines, Section 15088.5[a].)

On the other hand, "[r]ecirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR." (*Id.*, subd. [b]). In fact, "the Legislature did not intend to promote endless rounds of revision and recirculation of EIR's. Recirculation was intended to be an exception, rather than the general rule." (*Laurel Heights Improvement Assn. v. Regents of the University of California* (1993) 6 Cal.4th 1112, 1132.)

Based upon the CEQA guidance above, ESA recommends that a partial recirculation of the Draft EIR is desirable to subject the modified Central Site Alternative to formal public review and scrutiny with the goal of fostering

fully informed decision making. The other Alternatives would not be recirculated, comments on the other Alternatives (received by February 21, 2012) would be responded to in the Final EIR.

The Recirculated Draft EIR will be release for a 45-day public review period. The reviewers will be requested to limit their comments to the revised chapters or portions of the recirculated Draft EIR. The lead agency will need only respond to (i) comments received during the initial circulation period (ending February 21, 2012) that related to chapters or portions of the document that were not revised and recirculated, and (ii) comments received during the recirculation period that relate to the chapters or portions of the EIR that were revised and recirculated.

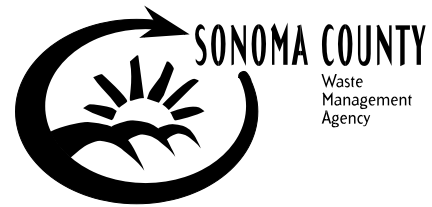
Our preliminary analysis (including discussions with the Central Disposal Site) indicates that the modified design could lead to new significant environmental impacts due to the increased capacity. ESA's traffic analysis would review the traffic impacts of going from 110,000 to 200,000 TPY. While most of the traffic would already be arriving at that Central Site, with the modified Central Site Alternative the organics would go to the compost area rather than the transfer building or landfill. There would be some increase in both incoming and outgoing vehicles. The analysis will include a detailed traffic review of concerns identified in the Draft EIR comment letter from the City of Cotati.

Additional analyses of the increased volumes would include: air quality (including the Health Risk Assessment, odors, and greenhouse gas analysis) and the potential for increased construction effects, including cumulative construction effects. Other topics identified in Draft EIR comment letters that could be affected by the increased capacity (and construction) include noise, hydrology and water quality and special status biological resources.

ESA's cost estimate for the subtasks and the total are shown in Table 20-1 below.

Table 20-1 ESA Cost for adding a "Modified Central Site Alternative"

Subtask	Cost
1. Incorporate description, graphics and details of the Modified Alternative.	\$6,000
2. Prepare Administrative Draft of Recirculated EIR (major new analyses likely to include traffic, air quality, cumulative effects [combined with landfill construction and operations].	\$20,000
3. Respond to SCWMA comments and issue the Partial Recirculated Draft EIR for a 45-day comment period.	\$8,000
Total=	\$34,000



TO: Sonoma County Waste Management Agency Board Members

FROM: Henry Mikus, Executive Director

SUBJECT: March 21, 2012 Agenda Notes

Consent Calendar

These items include routine financial and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair. In addition to Item 4.1, February meeting minutes, is a resolution approving a minor change to the AB939 Local Task Force (LTF) bylaws. Approval of the Agency Board is required for any LTF bylaw revisions; this one is merely changing the schedule of the regular LTF meetings to resolve a conflict with the current SWAG meetings.

Regular Calendar

5. HHW Contract Negotiations: *This item was continued from the February 15, 2012 meeting, without any discussion having been held.* At the January meeting the Agency Board requested staff negotiate with the current HHW contactor, Clean Harbors, to see if an extension could be agreed to that kept the contract expense flat. Some Board members also expressed interest in extending this contract a full five years to coincide with the current SCWMA JPA expiration date. Negotiations were successful on maintaining the same contract amount for the year, and on terms for a five year agreement. Clean Harbors has asked for a change in labor rates but has balanced that with an equal decrease in expenses via adjusting the material disposal rates for oil based paint. Staff has also presented alternate choices, particularly doing a new bid.
Recommended Action: Accept the five year contract extension, approval will require a UNANIMOUS VOTE.
6. Fiscal Year 12-13 Draft Budget: This is the initial presentation of the budget for the upcoming fiscal year, and is based on the SCWMA Work Plan, which was approved at the February Board meeting. The budget would then be presented for approval as a unanimous vote item in April. **Recommended Action: Provide comments and input for staff to incorporate into a final version of the budget, which will be presented for approval next month.**
7. E-Waste Transport and Recycling Services Contract: A draft Request For Proposal (RFP) has been prepared for the Board to review and approve preparatory to putting this contract out for bids. The current transport contract runs until May 2012. **Recommended Action: Approve the RFP for bidding.**

8. Electronic Waste Collection Events Contract: A draft RFP has been prepared for the Board to review and approve preparatory to putting this contract out for bids. The current collection events contract runs until June 2012. **Recommended Action: Approve the RFP for bidding.**
9. Discussion Regarding Contracts: The Board asked for a further discussion to be held regarding a possible dollar threshold between purchases via quotes and competitive contracting. However, upon review staff suggests the nature of what is to be procured would provide the greatest guidance on what path to follow, and that dollar amounts might be more suited to uses as mileposts in determining levels of oversight and review for purchases and contracts. **Recommended Action: No specific action was recommended or is required.**
10. Compost Operations Negotiations: This will be a verbal report on progress on this item, chiefly because this process is fluid, and anything we might give as a written report would be "old news" by the time of our meeting. **No action required.**
11. Compost EIR Recirculation Discussion: As has been mentioned previously, we have learned that newer methodology can be utilized at the Central site that would accommodate processing 200,000 tons per year of organics materials. The Draft Environmental Impact Report (DEIR) for a new compost site was formulated using more standard operating techniques which, because of the area available, would have had a limit of 110,000 tons per year. The DEIR should be modified to reflect this new information, with the analysis of that site redone to reflect any environmental impacts from the increase in capacity. The DEIR should have the sections dealing with the Central Site recirculated as a consequence. This is extra work to the current contract we have with our EIR consultant, ESA. **Recommended Action: Approve the amendment to the contract with ESA in order to modify the DEIR and recirculate the changes.**
12. Sonoma County/City Solid Waste Advisory Group (SWAG) report, a standard monthly item presented by the Board member that has a position on SWAG, Steve Barbose. **No action required.**

Attachments/Correspondence

There are four items this month presented under "Reports by Staff and Others"

- 13.2.a Outreach Events Calendar: This is our regular, updated listing of Outreach Events which contains events planned for March and April 2012.
- 13.2.b MCR Project Report: A written report is provided to brief the Board on accomplishments, current activities, and plans for the Mandatory Commercial Recycling outreach project.
- 13.2.c Extra Oil Grant Expenditures Report: A monthly report has been prepared to document the month's expenditures using the extra oil grant money.
- 13.2.d The Climate Protection Campaign is using grant money to fund what they are calling "Sonoma County Residential Organics Study" and they have sent us a letter about their program. We are providing the program some support via written materials and some instruction. This program has the potential to provide us with very meaningful and useful data for when we begin raising the bar to increase our organics diversion for our new composting facility.

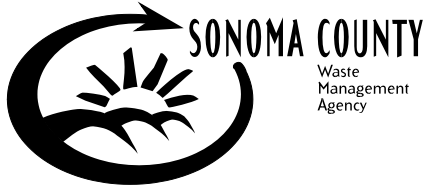
March 2012 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
6	4:00-8:00 PM	Community Toxics Collection, Monte Rio
7	1:30 PM	Sonoma Academy, Santa Rosa, Sonoma Compost Presentation
9-11	11 AM – 9 PM	Santa Rosa Custom Auto Show, Sonoma County Fairgrounds, Santa Rosa
10	5:00 – 8:00 PM	Cotati Pasta Feed, Staff Informational Table
12	6:00–8:00 PM	Carryout Bag Forum, Petaluma Vets Hall
13	4:00–8:00 PM	Community Toxics Collection, Sebastopol
13	6:00–8:00 PM	Carryout Bag Forum, Santa Rosa Vets Hall
14	6:00–8:00 PM	Carryout Bag Forum, Sonoma Vets Hall
15	5:00-7:00 PM	Sonoma Chamber of Commerce Business Expo
17	11 AM – 9 PM	Latino Family Summit, Sonoma State University, Rohnert Park
19	6:00–8:00 PM	Carryout Bag Forum, Cotati Vets Hall
20	6:00–8:00 PM	Carryout Bag Forum, Cloverdale Vets Hall
20	4:00-8:00 PM	Community Toxics Collection, Cloverdale
22	6:00–8:00 PM	Carryout Bag Forum, Windsor Community Center, Elsbree Hall
23	6:00–8:00 PM	Carryout Bag Forum, Rohnert Park Community Center
24, 25	8 AM – 4 PM	Sebastopol, City Corporation Yard Parking Lot
26	6:00–8:00 PM	Carryout Bag Forum, Healdsburg Villa Chanticleer Annex
27	4:00-8:00 PM	Community Toxics Collection, Santa Rosa, NE
27	6:00–8:00 PM	Carryout Bag Forum, Sebastopol Masonic Hall
27, 28	9 AM to Noon	Sonoma County Ag Day (Farm Bureau) Santa Rosa Fairgrounds, SCC Booth
31	10AM – 2 PM	Cesar Chavez Health Fair, Meadow View Elementary School, Santa Rosa

April 2012 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
3	4:00-8:00 PM	Community Toxics Collection, Windsor
10	4:00-8:00 PM	Community Toxics Collection, Sonoma
13	1:00–3:00 PM	Central Disposal Site Tour, SRJC
17	4:00-8:00 PM	Community Toxics Collection, Santa Rosa, SW
22	11 AM – 3 PM	Town of Windsor Earth Day & Wellness Festival

22	Noon-4pm.	Earth Day event, Santa Rosa
24	4:00-8:00 PM	Community Toxics Collection, Guerneville
26	1:00-3:00 PM	Central Disposal Site Tour, SRJC
28, 29	8 AM – 4 PM	Electronics waste collection event, Healdsburg, Goodwill retail store parking



Agenda Item #: 13.2.b
Cost Center: Education
Staff Contact: Mikus/Carter
Agenda Date: 3/21/2012

Item: Update Report on MCR Project

I. BACKGROUND

Mandatory Commercial Recycling (MCR) was contemplated originally as a part of 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). However, California AB 341, passed in late 2011, superseded this initial effort, and placed the MCR program under CalRecycle. MCR regulations are planned to be in effect by July, 2012, and are to apply to commercial entities (including businesses, non-profits, strip malls, government offices & schools) that generate 4 or more cubic yards of trash per week; this also includes multifamily residential complexes with 5 units or more.

Utilizing grant funding, SCWMA has started an MCR outreach educational program that is targeting the groups affected by these regulations to help them achieve compliance with as little difficulty as possible, and prior to the compulsory start date. As single-stream recycling is defined in all the jurisdiction franchise agreement, the Agency's outreach effort targets single-stream recycling where cardboard, paper, bottles and cans are mixed together. The program also is documenting MCR activities, both extant and new, to comply with state reporting requirements.

A status report on MCR project activities to date is presented below.

II. DISCUSSION

The initial mailing of our MCR outreach letter was sent out to all Santa Rosa, Rohnert Park & Cotati accounts (as identified on our database). Approximately 4,700 letters were sent in this mailing. We are only into the first week after the mailing, and have already received 200 responses. To date, we have about 25 site visits set up already. The majority of the responses have been via the return post card included in the mailing, but we have also received emails and phone calls. There has been quite a range of types of businesses that have responded. We have heard from offices, schools, salons, automotive repair garages, multi-family residential complexes, restaurants, and retail establishments.

III. FUNDING IMPACT

The MCR project is currently operating within budget.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

None required.

V. ATTACHMENTS

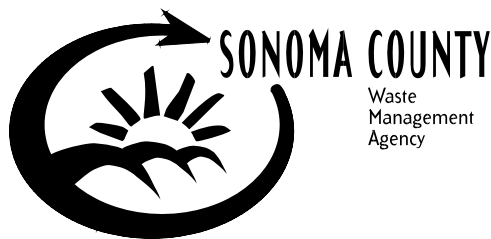
Latest Rollout Schedule

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

Rollout Schedule AB 341 Field Visits

										Letter Mailing			
AREA	CITY	ZIP	ZIP % /CITY	# BUSINESSES /ZIP	CITY TOTAL	% of Grand Total	5% of Total	10% of Total	Post it Code	Phases	Dates/ Deadlines	Field Visits	
Santa Rosa	Santa Rosa	95401	27%	914		7%	46	91	#9	PHASE 1	Mailed: March 5 / Deadline: 3/16	3/19 – 3/23	
		95403	22%	766		6%	38	77	#8			3/26 – 3/30	
		95404	19%	653		5%	33	65	#30				
		95405	10%	327		3%	16	33	#24			4/2 – 4/6	
		95407	17%	592		5%	30	59	#25				
		95409	5%	189		1%	9	19	#31				
	Santa Rosa Total:				3,441	26%	172	344					
	Fulton	95439		7	7	0%	0	1	#7				4/2 – 4/6
	Rohnert Park	94928		771	771	6%	39	77	#26				4/9 – 4/20
	Cotati	94931		482	482	4%	24	48	#27				4/16 – 4/20
	Penngrove	94951		53	53	0%	3	5	#29				
Petaluma	Petaluma	94952	58%	2,114		16%	106	211	#28	PHASE 2	Mailed: April 2 / Deadline: 4/16	4/23 – 5/11	
		94954	42%	1,523		12%	76	152	#36			5/7– 5/11	
	Petaluma Total:				3,637	28%	182	364					
Sonoma	Kenwood	95452		35	35	0%	2	4	#32	PHASE 3	Mailed: April 23 / Deadline: 5/7	5/14 - 5/18	
	Glen Ellen	95442		69	69	1%	3	7	#33			5/21 - 5/25	
	Eldridge	95431		5	5	0%	0	1	#34			5/29– 6/1	
	Sonoma	95476		1,566	1,566	12%	78	157	#35			6/4 – 6/8	
Windsor	Windsor	95492		839	839	6%	42	84	#6			6/11 – 6/15	
Healdsburg	Healdsburg	95448		1152	1152	9%	58	115	#5				
Cloverdale	Cloverdale	95425		322	322	2%	16	32	#23				
	Geyserville	95441		40	40	0%	2	4	#34			6/18– 6/22	
Sebastopol	Sebastopol*	95472			311	2%	0	0	#18				
	Occidental	95465		25	25	0%	1	3	#17				
	Graton	95444		7	7	0%	0	1	#10				
Russian River	Camp Meeker	95419		1	1	0%	0	0	#11				
	Duncan Mills	95430		10	10	0%	1	1	#15				
	Forestville	95436		43	43	0%	2	4	#4				
	Guerneville	95446		88	88	1%	4	9	#2				
	Monte Rio	95462		16	16	0%	1	2	#12				
	Rio Nido	95471		1	1	0%	0	0	#3				
Coastal	Valley Ford	94972		9	9	0%	0	1	#20				
	Annapolis	95412		2	2	0%	0	0	#22				
	Cazadero	95421		11	11	0%	1	1	#1				
	Jenner	95450		8	8	0%	0	1	#14				
	Stewarts Pt.	95480		2	2	0%	0	0	#37				
	Ville Grande	95486		0	0	0%	0	0	#13				
	Bodega	94922		10	10	0%	1	1	#19				
	Bodega Bay	94923		40	40	0%	2	4	#16				
	Sea Ranch	95497		3	3	0%	0	0	#21				
GRAND TOTAL:					13,006	100%	650	1,301					

*Please note that Sebastopol's numbers are an estimate. We have no official data for Sebastopol.



Agenda Item #: 13.2.c
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 3/21/2012

ITEM: Update Report on Extra Oil Grant Expenditures

I. BACKGROUND

At the January 18, 2012 Agency Board meeting, the Board approved delegating the signing authority to the SCWMA Executive Director for FY 11-12 oil program related expenses in the amount of \$67,041. All funding for oil related expenses will be provided through CalRecycle's Used Oil Block Grant, Cycle 15 and Oil Payment Program.

II. DISCUSSION

Staff is providing this report in an effort to update the Board members on how the funds are being spent. A similar report will be provided each month.

Since the last Agency Board meeting, the following oil related purchases were made:

Weekly English radio advertising spots (Monday-Sunday) on four stations with Maverick Media for the purpose of increasing awareness of the Motor Oil & Filter Recycling Program - the total cost through June 30, 2012 is \$6,656.

Weekly Spanish radio advertising spots (Monday-Sunday) on Exitos (Wine Country Radio) for the purpose of increasing awareness of the Motor Oil & Filter Recycling Program. The radio station will also advertise the Agency's Motor Oil & Filter Recycling Program at business locations - the total cost through June 30, 2012 is \$9,500.

Advertising of the Motor Oil & Filter Recycling Program on the back of 14 Sonoma County Transit (SCT) Buses- \$1,245.39 for printing of the 14 signs through Fast Signs (SCT's preferred vendor). A display fee of \$9,400 is being charged by SCT to have the signs up on 14 buses for four months.

Three 10 gallon oily waste cans for used bilge absorbents pads at Spud Point Marina- the total cost is \$235.34

These are the only expenses, as a result of the Boards action in January, since the time this staff report was written.

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



Our mission

To inspire, align, and mobilize action in response to the climate crisis. We work with business, government, youth and the broader community to advance practical, science-based solutions for significant greenhouse gas emission reductions.

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Ai-Chu Wu, Ph.D.

Contact

www.climateprotection.org
P.O. Box 3785, Santa Rosa, CA 95402
707-525-1665

March 6, 2012

Nina Regor, Chair
Sonoma County Waste Management Agency
2300 County Center Dr., Room B-100
Santa Rosa, CA 95403

Subject: Initial Report on the Sonoma County Residential Organics Diversion Study

Using Supplemental Environmental Program funds administered by the California Air Resources Board, the Climate Protection Campaign has initiated a study to identify the best method to increase diversion of residential organics (food scraps) in Sonoma County from landfill disposal.

Study Summary

The project will examine the efficiency and effectiveness of two educational approaches to increasing diversion of organic discards (food scraps) from the residential waste stream. One approach will use trained educators going door-to-door. The second educational approach will use direct mail. These two approaches will be compared to a control group that does not receive either outreach effort.

Study Team

Guiding Sustainability (Ken Wells) will direct the study, monitor data, and prepare reports during the process and on the outcome.

Climate Protection Campaign will provide report editing, assist with web elements, liaison with elected leaders and media, and fiscal oversight.

North Bay Corporation will provide study area waste discard data, education team training support, educational materials, and assist in the direct mail contacts.

Conservation Corps North Bay will send their trained education team into the personal contact study area.

Sonoma Compost Company will assist in training the CCNB education team, provide sink-side food scrap containers and answer questions about the composting program.

Sonoma County Waste Management Agency will provide copies of their Recycling Guide, assist in training the CCNB education team, and respond to questions that come in on the Eco-Desk phone and Recyclenow website from the study participants.

Study Area

The study will include all single-family residential waste generators in the City of Sebastopol. The residences will be divided into three groups, one group will get contacted directly by the CCNB education team, another group of about will be given similar organics diversion information through direct mail delivery, and the remaining homes will be used as the Control Group for the study.

Timeline

Baseline recycling and waste disposal data for the three residential groups will cover 2011 and January through March 2012. The educational outreach effort is planned for mid-April 2012. Garbage, organics and recycling discard data will then be monitored to document whether the changes, if any, in disposal behaviors are sustained over time.

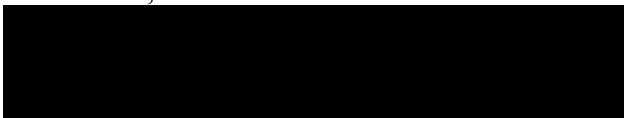
Study Results

We would like to be able to present the results of the study to the SCWMA Board of Directors at the August 2012 SCWMA meeting.

If you have any questions, do not hesitate to contact Stacey Meinzen, the Climate Protection Campaign's Implementation Manager, Solid Waste Sector, at stacey@climateprotection.org or 707.484.1815.

As always, we are pleased to work in partnership with the Sonoma County Waste Management Agency.

Yours,

A large black rectangular box redacting the signature of Ann Hancock.

Ann Hancock, Executive Director
Climate Protection Campaign