

SONOMA COUNTY WASTE MANAGEMENT AGENCY

April 18, 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 March 21, 2012	
4.2 Non-Profit Organizations Grant Awards	
4.3 FY 11-12 Third Quarter Financial Report	
<u>Regular Calendar</u>	
5. Approval of the FY 12-13 Final Budget [Mikus, Fisher](Attachments)	UNANIMOUS VOTE All
6. Joint Powers Agreement Expiration [Mikus, Coleson](Attachments)	Discussion All
7. Oil Program RFP [Steinman](Attachments)	Discussion/Action HHW
8. Spanish Language Outreach Services RFP [Chilcott](Attachments)	Discussion/Action Education
9. Compost Operations Negotiations [Mikus, Carter](Attachments)	Discussion/Action Organics

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|-----|---|--|
| 10. | Carryout Bags Ordinance Report
[Carter](Attachments) | Discussion/Action
Planning |
| 11. | Evaluation Process Discussion:
Executive Director and Agency Counsel
[Mikus, Coleson](Attachments) | Discussion/Action
Administration |
| 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 April and May 2012 Outreach Events | |
| | 13.2.b Update Report on MCR Project | |
| | 13.2.c Update Report on Extra Oil Grant Expenditures | |
| | 13.2.d EPR Update Report | |
| 14. | <u>On file w/Clerk: for copy call 565-3579</u> | |
| | 14.1 Resolutions approved in March 2012 | |
| | 2012-006 Resolution of the SCWMA Confirming the Sonoma County
Local Task Force on Integrated Waste Management Bylaws | |
| | 14.2 Comments on Carryout Bags | |
| 15. | Boardmember Comments | |
| 16. | Staff Comments | |
| 17. | Next SCWMA meeting: May 16, 2012 | |
| 18. | Adjourn | |

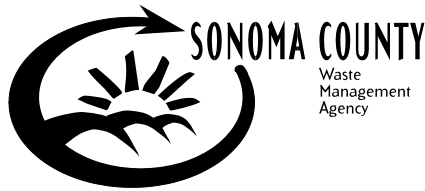
Consent Calendar: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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 March 21, 2012

The Sonoma County Waste Management Agency (SCWMA) met on March 21, 2012, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California

Present:

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
County of Sonoma
Town of Windsor

Nina Regor, Chair
Dianne Thompson
Mike Kirn
Dan St. John
John McArthur
Jennifer Phillips
Sue Kelly
Steve Barbose
Tom O'Kane
Matt Mullan

Staff Present:

Counsel
Staff

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

Clerk

1. Call to Order/Introductions

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

2. Agenda Approval

Steve Barbose, City of Sonoma, moved to approve the agenda, Sue Kelly, City of Sebastopol, seconded. Agenda approved.

3. Public Comments (items not on the agenda)

None.

Consent (w/attachments)

- 4.1 Minutes of February 15, 2012
- 4.2 Local Task Force Bylaws Amendment

Matt Mullan, Town of Windsor, moved to approve the consent calendar. Mike Kirn, City of Healdsburg, seconded. Consent calendar approved with a unanimous vote.

Regular Calendar

5. HHW Contract Negotiations (continued)

Lisa Steinman reported that the HHW contract negotiation with Clean Harbors was a success. The contractor agreed to a one year extension with the same contract compensation amount.

However, they did request the option to ask for a fuel increase if the average cost of diesel rises above \$4.50 a gallon.

Board Discussion

Dan St. John, City of Petaluma, asked how long the contract has been in place. Ms. Steinman replied since 2002.

Steve Barbose, City of Sonoma requested confirmation the contract would be a flat rate for labor for year one and then Consumer Producer Index (CPI) thereafter. Ms. Steinman replied this was correct.

Public Comments

None.

Board Comments

Dan St. John, City of Petaluma, commented he was given direction to consider using the competitive process.

Steve Barbose, City of Sonoma, advised that this has been an ongoing topic, Request For Proposal (RFP) versus renewing contracts. The RFP process is very expensive and there is only one other competitor known to staff. Ms. Steinman added that in the last couple of years she hasn't been approached by any other contractor expressing interest.

Chair Regor remarked that the Board gave direction in the February meeting for the SCWMA to move forward with an extension of the contract if it would remain flat.

Tom O'Kane, County of Sonoma, advised the County is uncomfortable with an extension beyond one year.

Matt Mullan, Town of Windsor concurs that the contract has been in effect too long and from a public policy standpoint it needs to go out to a competitive process to get the best service at the best price.

Dianne Thompson, City of Cotati, asked about the complexities for a contract like this. Mr. Mikus answered the complexity is collecting and disposing of household hazardous waste, therefore the initial bid document has to be very detailed. After the contract is bid there is a long process to vet any prospected bidders to make sure they are capable and follow all the environmental laws.

Tom O'Kane, County of Sonoma, moved to extend the contract through June 30, 2013. Matt Mullan, Town of Windsor seconded. Motion approved with a unanimous vote.

6. FY 12-13 Draft Budget

Henry Mikus, Executive Director, said last month the work plan was presented as a draft. It included staff hours and contract amounts which was used as a basis for the draft budget being presented for comment.

Charlotte Fisher described the key differences between the FY 11-12 Budget and the FY 12-13 Draft Budget.

Board Discussion

Matt Mullan, Town of Windsor, wanted clarification on the administrative costs of the upcoming vacancy of a ¾ time position that is being made into a full time position. Henry Mikus, Executive Director, responded that Charlotte Fisher will be retiring. Because of her expertise

she has been able to do the job in just 32 hours a week, but with a new employee and the complexities of the job it is necessary to make it a full time position. Matt Mullan asked about the change in sick and vacation days. Ms. Fisher replied the Integrated Waste Division has been carrying the expense for SCWMA employees, but SCWMA will be assuming this expense so it is being included in the budget.

Dan St. John, City of Petaluma, asked what OT means. Ms. Fisher replied it means one time or operating transfer. This process is used to transfer profits/revenues into the reserves. Dan St. John asked what the philosophy is of maintaining such a large fund balance. Mr. Mikus answered the biggest portion, \$5 million, has been set aside for a new compost facility.

Chair Regor added that there is also a reserve policy in place that the Board revisited a few months ago.

Public Comments

None.

Board Comments

None.

Chair Regor advised Agency to move forward with the budget process and bring back a final budget to the April meeting for potential approval.

7. E-Waste Transport and Recycling Services Contract

Lisa Steinman requested Board approval to distribute an RFP to identify a contractor to provide for the transportation and recycling of electronic waste collected at the County Transfer Stations and the Central Disposal Site. The SCWMA currently has a contract with ECS Refining, which will expire on May 31, 2012.

Board Discussion

Matt Mullan, Town of Windsor, questioned if there is sufficient language in the RFP to fully indemnify the Agency regarding any and all activity that the potential contractor is going to provide.

After much discussion among the Board concerning whether the individual cities or the SCWMA might be liable for the contractor's actions. Janet Coleson, Agency Counsel, opined the language in the RFP is sufficient, but would look into it further.

Public Comments

None.

Board Comments

Sue Kelly, City of Sebastopol, and Mike Kirn City of Healdsburg, support staff's suggestion to add pollution coverage to the contract.

Tom O'Kane, County of Sonoma, suggested that instead of the contract being for a full five years, it should expire on February 11, 2017 to coincide with the possible expiration of the JPA.

Tom O'Kane, County of Sonoma motioned to approve distribution of the RFP with the addition of pollution control insurance and expiration date of the contract to be concurrent with the expiration of the JPA. Dianne Thompson, City of Cotati, seconded. Motion carried unanimously.

8. Electronic Waste Collection Events Contract

Lisa Steinman reported that the current E-Waste Collection Events contract with Goodwill Industries of the Redwood Empire will expire on June 16, 2012. SCWMA staff requested approval from the Board to issue an RFP to establish a new contract for E-Waste collection with a two year agreement including three optional one year extensions through 2017. In addition to the selection of a preferred proposer, staff recommended a contingency agreement with the second highest ranked proposer in case the selected proposer is unable to perform its service commitments.

Board Discussion

Chair Regor asked for clarification of insurance in the RFP. Ms. Steinman responded that a requirement could be added that the proposer selected must use a recycler that has pollution coverage insurance.

Public Comments

None.

Board Comments

Tom O’Kane, County of Sonoma, commented that this agreement should only go through the end of the JPA.

Sue Kelly, City of Sebastopol moved to except staff recommendations of a two year contract with multiple extensions through February 11, 2017 and a contingency agreement. Tom O’Kane, County of Sonoma seconded. Motion carried unanimously.

9. Discussion Regarding Contracts

Henry Mikus, Executive Director, suggested the nature of the contract or purchase, not the dollar amount, should be the preferred method considered to determine what path to take.

Public Comments

None.

Board Comments

Chair Regor, suggested bringing this topic back to the next meeting since the topic might be new to some of the Boardmembers.

Dan St. John, City of Petaluma, asked if there was any desire to increase the \$5,000 limit that is in place before having to go to the Board. Mr. Mikus responded that he felt this parameter was adequate.

Dianne Thompson, City of Cotati, stated she agrees with the general approach recommended by Mr. Mikus and that it’s more pertinent to consider nature of the purchase not the dollar amount.

10. Compost Operations Negotiations

Henry Mikus, Executive Director, announced that with Agency Counsel’s assistance a draft contract has been developed. Currently the contract for composting is a 3-sided agreement because the County hosts the operation on their property, which complicates the contract negotiations. SCWMA is the permit holder of record, so Agency Counsel has suggested having a two party agreement with an operator and a separate agreement with the County.

Public Comments

None.

Board Comments

Board reached consensus on having a two party agreement.

Tom O'Kane County of Sonoma left the meeting at 10:03a.m.

11. Compost EIR Recirculation Discussion

Patrick Carter requested direction from the Board on whether to consider the draft Environmental Impact Review (EIR) as it is with the 110,000 ton capacity or should there be another amendment to the Environmental Science Associates (ESA) agreement to study the 200,000 ton capacity. Staff recommends an 8th amendment to the ESA agreement at a cost of \$34,000.

Board Discussion

Matt Mullan, Town of Windsor, asked if going up to 200,000 tons a day included permitting for food waste. Mr. Carter affirmed it would accommodate all types of food waste.

Chair Regor questioned if the \$34,000 includes all costs including the cost associated with recirculation of the new draft and the public hearings. Mr. Carter responded all those expenses are included.

Public Comment

Pam Davis, Sonoma Compost Company (SCC), stated it's their belief the Central Disposal Site (CDS) is the preferred site and SCC could meet all of the County's yard waste and food scrap composting needs on that location. Also there are transportation efficiencies for commercial and residential customers used to coming to CDS.

Board Comments

Steve Barbose, City of Sonoma, said he's in favor of moving forward with the additional study because the public has made it clear their opposition to the other sites being considered.

Dan St. John, County of Petaluma, asked what the total value of the contract was with ESA at this point with all the existing amendments. Mr. Carter replied including the \$34,000 asked for today it would be a total of \$794,486. Mr. St. John questioned how the proposed operation could go from 110,000 to 200,000 tons. Mr. Carter responded reconfiguring the site and using different technology could increase capacity.

Chair Regor, asked Mr. Carter to explain what the expected needed capacity is for the EIR. Mr. Carter responded SCC is processing about 100,000 tons of compost right now and very little of is food related. A waste characterization study was done in 2006-2007 and identified there's about 80,000 tons of additional compost capacity that could be diverted to compost.

Mike Kirn, City of Healdsburg, commented if it's decided to move forward with the amendment and recirculation, it doesn't guarantee that Sonoma Compost is the vendor at that site it just means the site is capable of handling the capacity. Mr. Carter affirmed that is the situation.

Steve Barbose, City of Sonoma, moved to approve the amendment to the contract of ESA to modify the Draft EIR and recirculate the change. The motion was seconded by Dianne Thompson, City of Cotati. Motion carried, County of Sonoma representative absent.

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

Steve Barbose, City of Sonoma and Sonoma Waste Advisory Group (SWAG) liaison, gave an update on the last SWAG meeting and suggested that SWAG meeting summary reports be included in the Boardmembers packets. SWAG contracted with HDR to come up with an

independent study of long term planning options. Their report was given along with recommendations. HDR recommended a new or amended JPA agreement without the unanimous vote requirement. They also recommended that the JPA be composed of electives instead of staff. It was recommended a new compost facility and a municipal recovery facility (MRF) be attained by having County-owned facilities with private sector operators. The Regional Water Quality Control Board has reached an agreement with the County on the basic liner design for the Central Landfill. 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

Matt Mullan, Town of Windsor, would like the HDR report to go out to all Boardmembers because there is a lot of information and suggestions on the future of the SCWMA. Mr. Mikus advised he would get it out to them. He also commented on the necessity of coordination between the groups on the public education efforts being done. Mr. Mullan also urged the Board to steer the Executive Director to become active in SWAG projects.

Chair Regor commented that Mr. Mikus, Executive Director, does serve on the research committee.

Steve Barbose, City of Sonoma, added a number of cities expressed the lack of interest in ownership of any new facilities. They want to be a customer, not an owner, which is not concurrent with the HDR recommendation.

Mike Kirn, City of Healdsburg, inquired how the 90% diversion goal was established. Mr. Barbose answered the 90% target was chosen to reflect wants versus needs.

Dianne Thompson, City of Cotati, commented that it might be advisable for this Board to have a discussion about the sunset of SCWMA and to have the discussion sooner rather than later in order to preempt SWAG discussions.

Public Comment

Ernie Carpenter, waste consultant, stated there is a need to take a leadership role in extending the JPA agreement. He recommended using its present form and then revisit it a few years down the road for adjustments.

13. Attachments/Correspondence

Henry Mikus, Executive director, reported the Mandatory Commercial Recycling project is in high gear. The contract personnel have done the first mailing and are now in the middle of making site visits. The outreach has begun and so far the results have been positive.

14. On File with Clerk

Chair Regor noted resolutions approved in February 2012 for Recycling Guide purchase order and office reconfiguration.

15. Boardmember Comments

Chair Regor, said she would like to see an update on the reserve policy and also an update and initial discussion on the extension of the SCWMA beyond the existing expiration date at the next meeting.

16. Staff Comments

Patrick Carter reported there have been five out of the nine carryout bag meetings. The attendance has been low, but the people attending are overwhelmingly in favor of the ban.

The email comments received have been mostly in favor. In April, there will be a complete update on the progress of the project and there may even be some recommendations.

Mike Kirn, City of Healdsburg, asked who has been attending the meetings. Mr. Carter responded that most are community members, but there has been one local grocery store that attended two of the meetings.

Mr. Mikus added that there is a meeting in Windsor tomorrow night, Rohnert Park on Friday, Healdsburg on Monday and end with Sebastopol on Tuesday. We have had Tom Scott of Oliver's market at some meetings. His message has been very valuable. He refuted the concern from merchants about cost.

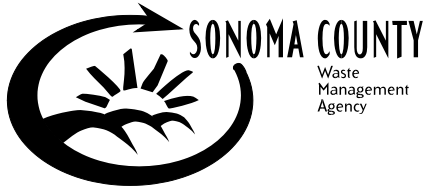
17. Next SCWMA Meeting – April 18, 2012

18. Adjournment

Meeting adjourned at 10:42a.m.

Respectfully submitted,
Debra Dowdell

DRAFT



Agenda Item #:4.2
Cost Center: Education
Staff Contact: Fisher
Agenda Date: 4/18/2012

ITEM: Non-Profit Organizations Grant Awards

I. BACKGROUND

The Non-Profit Organizations Financial Grants Policy was approved at the November 16, 2011 meeting on the Consent Calendar. Non-profits were encouraged to apply for grant awards of \$500 to \$2,000. The application process is simple, but requires a budget showing the use of the award and a final report describing the effect their projects had on their target audience.

II. DISCUSSION

The applications' deadline was the end of February and the awards are part of the FY 12-13 budget process.

Applications were received from Sebastopol Center for the Arts, Cool the Earth (CTE) and Sonoma Community Center. The Sebastopol Center for the Arts requested funds to help underwrite two films at the annual Sebastopol Documentary Film Festival; "Trash Dance" and "Bag It". Cool the Earth plans to offer their program, which consists of education and motivational techniques for diversion at home and school, for free to Sonoma County students. Sonoma Community Center's funding request will be used for four five-hour workshops for up to 200 guests. The award will pay for twenty hours of instructors' fees, equipment and installation for two composting bins and one vermiculture bin, and educational display signs.

III. FUNDING IMPACT

The award for the Sebastopol Center for the Arts is \$750, the award for the Cool the Earth group is \$2,000 and the award for the Sonoma Community Center is also \$2,000. Total award is \$4,750, which is within the budgeted amount of \$5,000.

IV. RECOMMENDED ACTION/ ALTERNATIVES TO RECOMMENDATION

This is an informational item only. The funding for these awards was included in the FY 12-13 Draft Budget and is also included in the FY 12-13 Final Budget under the Education cost center.

V. ATTACHMENTS

There are no attachments included. Copies of the applications are available upon request through the SCWMA office.

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



Agenda Item #:4.3
Cost Center: All
Staff Contact: Fisher
Meeting Date: 4/18/2012

ITEM: FY 11-12 Third Quarter Financial Report

I. BACKGROUND

In accordance with the JPA requirement that the Agency make quarterly reports of Agency operations and of all receipts to and disbursements from the Agency, this staff report covers the Third Quarter Report for FY 11-12.

II. DISCUSSION

This Third Quarter Report uses information from the county accounting system (FAMIS) for revenues and expenses. Revenues include tipping fees through December 2011 and through February 2012 for the construction and demolition (C&D) pilot project revenues. Interest on Pooled Cash was posted through December 2011. Administration Costs were posted through February 2012. The Third Quarter Report also contains the actual amounts spent or received to date, the projected revenues and expenses, the approved budget and the difference between the approved budget and the projections.

In summary, the expenses for the entire SCWMA are expected to be \$17,979 under budget and the revenues are anticipated to be \$841,466 over budget. This results in a projected annual net cost decrease of \$831,344. Descriptions of fiscal impacts within the individual cost centers follow and more detailed information is contained in the attached report.

There are eight subobjects (line items) that are significantly different from the budgeted amounts. The expenditures are:

Contract Services - \$74,222 over budget

There are two contracts that are projected to be over budget. The cost of processing wood waste is anticipated to be \$11,284 over budget based on the actual costs in the current fiscal year. The amount of wood waste coming to the composting site for processing is dependent on the private sector. Should the private contractors choose to raise their prices for material being delivered to their facilities, then the customers will bring their wood waste to the Sonoma Compost Company located at the Central Disposal Site.

The Organics cost center has contract expenses of over \$62,938. This was a carryover from the previous fiscal year. The contractor, ESA, was asked for further work on the compost relocation environmental impact document. The funding for this additional work has been approved at the Board level with appropriation transfers totaling \$79,000. As this project moves forward, there will be further expenses associated with the work being done. The reason contract services was not included in the original budget was because it was planned that this project would be completed in FY 10-11.

Administration Costs – (\$43,415) under budget

During budget preparation the amount of funding necessary for staff costs is taken directly from the County's budget system, which is controlled by the County Administrator's Office (CAO). Formulas have been used to calculate the fully loaded expense at the CAO level taking into account such parameters as union negotiated salaries, health plan choices by employees, benefits allowed by position and County contributions to the benefit offering. This method has resulted in overstatement of expense at times. The County recently instituted a new computer

program called Human Resource Management System (HRMS) that will track each employee's work record and cost of employment. In the future, Administration Costs should align closely with the actual expenditures.

Engineering Services – (\$15,746) under budget

Engineering Services is the line item used for any planning approval services for SCWMA projects, namely the compost site relocation. This project has become increasingly complex and as a result has been moving slower than anticipated. When the budget was developed, it was assumed that the project would be nearing completion at this point in time and all funding would be expended. It is anticipated that this project will continue into the next fiscal year and funding has been included in the FY 12-13 Final Budget presentation.

Legal Services – (\$14,578) under budget

The decreased need for legal assistance affects the Yard Debris, HHW, Education and Planning cost centers. When the budget was developed, funding was included for reviewing of documents and anticipated communication with Boardmembers and staff, which has not been necessary.

The revenues are:

Interest on Pooled Cash - \$27,482 over budget

When the budget was developed, the interest rate given for use from the Auditor-Controller's Office was 0.5%. At the start of the fiscal year, FY 11-12, the rate was increased to 0.6%. This resulted in all of the fund balances and reserves earning more interest than was anticipated.

Tipping Fee Revenue - \$37,893 over budget

The increase in tipping fee revenue is in the Wood Waste cost center, which assumes more material coming to the composting facility. This is based on the actual tonnages to date.

Sale of Material - \$114,651 over budget

One of the conditions of the composting agreement is revenue sharing on the sale of finished products. Historically, the payment of the revenue sharing falls at least a quarter behind due to the necessity of calculating the sales of finished products in order to make the payment. The fourth quarter (October, November and December 2011) payment for \$99,176.13 was deposited on March 15, 2012. It is anticipated that there will be one more payment (first quarter – January, February and March 2012) for deposit in FY 11-12. When the budget is developed, the estimates are deliberately conservative because the compost operation is very dependent on the private sector as well as the weather, therefore this funding should be considered as superfluous and not to be depended upon for overhead or other necessary expenditures.

OT-Within Enterprise - \$636,900 over budget

Funds from prior years in the Wood Waste and Yard Debris cost centers are expected to be transferred to the Contingency Reserve before the end of FY 11-12. The JPA agreement specifies that this is the correct process for these funds.

III. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 11-12 Third Quarter Financial Report on the Consent Calendar.

IV. ATTACHMENT

FY 11-12 Third Quarter Revenue and Expenditure Comparison Summary

Approved by: _____
Henry Mikus, Executive Director, SCWMA

Third Quarter 11-12 Revenue and Expenditure Summary and Projection
Sonoma County Waste Management Agency

Indices
799114, 799213, 799312, 799411, 799510
799619, 799221, 799320, 799338, 799718

Prepared by: Charlotte Fisher

E. D.: _____
Henry Mikus, Executive Director

A. Summary of Projections

	FY 11-12 Adopted Budget	Adjustment	FY 11-12 Adjusted Budget	FY 11-12 Projection	Over/(Under) Budget
Total Expenditures	6,851,031	0	6,851,031	6,834,737	(17,979)
Total Revenues	6,320,123	0	6,320,123	7,135,173	814,466
Net Cost	530,908	0	530,908	(300,436)	(831,344)

B. Summary of Expenditures

	Actual July-Dec 11	Expense Estimated Jan-June 12	Total Estimated FY 11-12	Adjusted Budget FY 11-12	Over/(Under) Budget
Liability Insurance	8,915	0	8,915	9,499	(584)
Memberships	4,000	0	4,000	4,000	0
Miscellaneous Expenses	37,344	42,656	80,000	80,000	0
Office Expense	29,580	(5,930)	23,650	31,719	(8,069)
Professional Services	110,428	293,639	404,067	404,067	0
County Services	0	6,925	6,925	6,925	0
Contract Services	2,536,504	1,832,600	4,369,104	4,294,882	74,222
Administration Costs	430,002	259,563	689,565	732,980	(43,415)
Engineering Services	889	10,000	10,889	26,000	(15,746)
Legal Services	41,023	16,399	57,422	72,000	(14,578)
Accounting Services	2,738	4,651	7,389	8,788	(1,399)
Audit Services	0	20,000	20,000	20,000	0
Advertising	3,817	8,183	12,000	12,000	0
Equipment Rental	1,770	730	2,500	2,500	0
Rents/Leases	3,550	23,000	26,550	25,500	0
Enforcement Agency	26,596	6,000	32,596	35,000	(2,404)
Professional Development	0	2,450	2,450	2,450	0
Textbook/Tuition	0	2,534	2,534	2,534	0
County Car Expense	756	744	1,500	1,500	0

B. Summary of Expenditures (con't)

	Actual July-Dec 11	Expense Estimated Jan-June 12	Total Estimated FY 11-12	Adjusted Budget FY 11-12	Over/(Under) Budget
Unclaimable County	4	0	4	0	4
Data Processing	6,744	3,372	10,116	10,116	0
Desktop Modernization	11,154	0	11,154	13,614	(2,460)
Total Supplies and Services	3,255,814	2,527,516	5,783,330	5,796,074	(14,429)
OT-Within Enterprise	109,046	939,637	1,048,683	1,052,233	(3,550)
OT-Between Enterprise (ISD)	2,724	0	2,724	2,724	0
Total Other Charges	111,770	939,637	1,051,407	1,054,957	(3,550)
Total Expenditures	3,367,584	3,467,153	6,834,737	6,851,031	(17,979)

C. Summary of Revenues

	Actual July-Dec 11	Revenue Estimated Jan-June 12	Total Estimated FY 11-12	Adjusted Budget FY 11-12	Over/(Under) Budget
Interest on Pooled Cash	34,113	33,368	67,481	39,999	27,482
State-Other	5,000	399,067	404,067	404,067	0
Tipping Fee Revenue	2,515,108	2,317,835	4,832,943	4,795,050	37,893
Sale of Material	179,651	65,000	244,651	130,000	114,651
Miscellaneous Revenue	27,955	52,629	80,584	80,000	0
Donations/Reimbursements	231,123	214,487	445,610	445,610	0
OT-Within Enterprise	109,046	939,637	1,048,683	411,783	636,900
OT-From Replacement	0	11,154	11,154	13,614	(2,460)
Total Revenues	3,101,996	4,033,177	7,135,173	6,320,123	814,466

C. Summary of Net Costs

	Actual July-Dec 11	Estimated Jan-June 12	Total Estimated FY 11-12	Adjusted Budget FY 11-12	Over/(Under) Budget
Net Cost	265,588	(1,813,463)	(300,436)	530,908	(831,344)

Sonoma County Waste Management Agency
FY 11-12 Third Quarter Revenue and Expenditure Summary and Projection
Wood Waste Detail

799114

Expenditures

Sub-object	Description	Actual Jul 11-Mar 12	Expenditure Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
6103	Liability Insurance	832	0	832	887	(55)
6521	County Services	0	525	525	525	0
6540	Contract Services	115,575	82,554	198,129	186,845	11,284
6573	Administration Costs	3,207	2,000	5,207	4,044	1,163
6629	Accounting Services	263	581	844	844	0
6630	Audit Services	0	1,500	1,500	1,500	0
7400	Data Processing	1,124	562	1,686	1,686	0
7425	Desktop Moderization	2,107	0	2,107	2,269	(162)
Total Services and Supplies		123,108	87,722	210,830	198,600	12,230
8624	OT-Within Enterprise(prior)	0	35,540	35,540	35,540	0
	OT-Within Enterprise (budget)	0	173,450	173,450	173,450	0
8648	OT-Between Enterprise (ISD)	454	0	454	454	0
Total Other Charges		454	208,990	209,444	209,444	0
Total Expenditures		123,562	296,712	420,274	408,044	12,230

Revenues

Sub-object	Description	Actual Jul 11-Mar 12	Revenue Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
1700	Interest on Pooled Cash	983	983	1,966	576	1,390
2901	Tipping Fee Revenue	140,359	84,215	224,574	186,750	37,824
4020	Other Sales	51,814	20,000	71,814	40,000	31,814
4102	Donations/Reimbursements	0	5,000	5,000	5,000	0
4648	OT-From Replacement	0	2,107	2,107	2,269	(162)
Total Revenues		193,156	112,305	305,461	234,595	70,866
Net Cost		(69,594)	184,407	114,813	173,449	(58,636)

Expenditures

Contract Services include invoices for Sonoma Compost Company and the organics hauling hauling reimbursement to the County. The estimated was calculated on eight months of actuals. If delivery of material continues at this level, Contract Services will be over budget approximately 6%.

Revenues

Tipping Fee is estimated to be 20% over budget. These revenues include both the tipping fee from organics as well as the revenue sharing from the construction and demolition pilot project (eight months) and tipping fee (six months).

Other Sales is expected to be over budget based on the amount of revenue sharing this fiscal year. Revenue sharing is based on the quantity of material processed and sold by the contractor.

Overview

The amount of wood waste material available for processing is very dependent on the private sector markets. Should the level of material coming to the composting facility in the third quarter of FY 11-12 continue, there would be more funds available for transfer to the Organics Reserve. No transfers will be made until after the end of the fiscal year.

At this time, all other items are expected to meet budget.

Sonoma County Waste Management Agency
FY 11-12 Third Quarter Revenue and Expenditure Summary and Projection
Yard Waste Detail

799213

Expenditures		Actual	Expenditure	Total	Adopted	Over/
Sub-object	Description	Jul 11-Mar 12	Estimated Apr-June 12	Estimated FY 11-12	Budget FY 11-12	(Under) Budget
6104	Liability Insurance	2,125	0	2,125	2,264	(139)
6400	Office Expense	1,481	519	2,000	2,000	0
6521	County Services	0	1,000	1,000	1,000	0
6540	Contract Services	1,875,670	964,567	2,840,237	2,840,237	0
6573	Administration Costs	74,321	8,708	83,029	83,029	0
6590	Engineering Services	635	0	635	0	635
6610	Legal Services	78	500	578	2,000	(1,422)
6629	Accounting Services	1,263	1,500	2,763	4,056	(1,293)
6630	Audit Services	0	4,000	4,000	4,000	0
6820	Rents/Leases - Equipment	1,770	730	2,500	2,500	0
7062	Enforcement Agency Fee	26,308	6,000	32,308	35,000	(2,692)
7110	Professional Development	0	1,200	1,200	1,200	0
7301	County Car	756	744	1,500	1,500	0
7309	Unclaimable County	4	0	4	0	4
7400	Data Processing	2,248	1,124	3,372	3,372	0
7425	Desktop Modernization	2,847	0	2,847	4,538	(1,691)
Total Services and Supplies		1,989,506	0	2,980,098	2,986,696	(6,598)
8624	OT-Within Enterprise (prior)	0	262,071	262,071	262,071	0
	OT-Within Enterprise (budget)	0	467,000	467,000	467,000	0
8648	OT-Between Enterprise (ISD)	908	0	908	908	0
Total Other Charges		908	729,071	729,979	729,979	0
Total Expenditures		1,990,414	729,071	3,710,077	3,716,675	(6,598)

Revenues		Actual	Revenue	Total	Adopted	Over/
Sub-object	Description	Jul 11-Mar 12	Estimated Apr-June 12	Estimated FY 11-12	Budget FY 11-12	(Under) Budget
1700	Interest on Pooled Cash	3,148	3,148	6,296	4,336	1,960
2901	Tipping Fee Revenue	1,642,098	1,502,502	3,144,600	3,144,600	0
4020	Other Sales	127,837	45,000	172,837	90,000	82,837
4102	Donations/Reimbursement	0	5,000	5,000	5,000	0
4648	OT-From Replacement	0	2,847	2,847	4,538	(1,691)
Total Revenues		1,773,083	1,558,497	3,331,580	3,248,474	83,106
Net Cost		217,331	(829,426)	378,497	468,201	(89,704)

Expenditures

Legal Services is projected to be \$1,422 under budget because there has not been a need for legal assistance as anticipated when the budget was developed February 2011.

Accounting Services is anticipated to be \$1,293 under budget based on the actual expenditures to date this fiscal year.

Enforcement Agency Fee is anticipated to be \$2,692 under budget based on the actual expenditures and less storm water runoff inspections.

Revenues

Other Sales are projected to be \$82,837 over budget because of a prior year's revenue sharing being deposited in the current fiscal year.

OT-From Replacement is anticipated to be \$1,691 under budget. This expense is calculated by the Information Systems Department and represents the actual cost of replacing two workstations.

Overview

The transfers from Yard Debris to the Organics Reserve are expected to meet budget.

At this time, all other items are expected to meet budget.

Sonoma County Waste Management Agency
FY 11-12 Third Quarter Revenue and Expenditure Summary and Projection
Household Hazardous Waste Detail

799312

Sub-object	Expenditures	Actual	Expenditure	Total	Adopted	Over/
	Description	Jul 11-Mar 12	Estimated Apr-June 12	Estimated FY 11-12	Budget FY 11-12	(Under) Budget
6104	Liability Insurance	3,877	0	3,877	4,131	(254)
6280	Memberships	4,000	0	4,000	4,000	0
6400	Office Expense	12,668	(7,949)	4,719	4,719	0
6500	Professional Services	78,125	190,060	268,185	268,185	0
6521	County Services	0	2,300	2,300	2,300	0
6540	Contract Services	477,171	763,629	1,240,800	1,240,800	0
6573	Administration Costs	131,424	69,613	201,037	201,037	0
6610	Legal Services	624	3,000	3,624	8,000	(4,376)
6629	Accounting Services	606	1,338	1,944	1,944	0
6630	Audit Services	0	8,500	8,500	8,500	0
6785	Advertising	3,817	8,183	12,000	12,000	0
6840	Rents/Leases - Buildings	0	23,000	23,000	23,000	0
7062	Enforcement Agency	288	0	288	0	288
7110	Professional Development	0	1,250	1,250	1,250	0
7130	Textbook/Tuition Reimburse	0	750	750	750	0
7400	Data Processing	1,124	562	1,686	1,686	0
7425	Desktop Modernization	1,879	0	1,879	2,269	(390)
Total Services and Supplies		715,603	1,064,236	1,779,839	1,784,571	(4,732)
8624	OT-Within Enterprise	0	0	0	0	0
	OT-Within Enterprise (budget)	0	0	0	0	0
	HHW Closure	0	0	0	0	0
8648	OT-Between Enterprise (ISD)	454	0	454	454	0
Total Other Charges		454	0	454	454	0
Total Expenditures		716,057	1,064,236	1,780,293	1,785,025	(4,732)
Sub-object	Revenues	Actual	Revenue	Total	Adopted	Over/
	Description	Jul 11-Mar 12	Estimated Apr-June 12	Estimated FY 10-11	Budget FY 10-11	(Under) Budget
1700	Interest on Pooled Cash	1,032	1,032	2,064	732	1,332
2500	State-Other	0	268,185	268,185	268,185	0
2901	Tipping Fee Revenue	562,309	561,081	1,123,390	1,123,390	0
4102	Donations/Reimbursement	201,005	187,445	388,450	388,450	0
4648	OT-From Replacement	0	1,879	1,879	2,269	(390)
Total Revenues		764,346	1,019,622	1,783,968	1,783,026	942
Net Cost		(48,289)	44,614	(3,675)	1,999	(5,674)

Expenditures

Office Expense is expected to meet budget even though it appears to be over budget. Some advertising expenses have posted as office expenses and will be moved into the appropriate subobject.
Legal Services is projected to be \$4,376 under budget. When the budget was developed, the idea of needing opinions and/or negotiations for operations contract was factored into this cost center.

Revenues

Interest on Pooled Cash is anticipated to be \$1,332 over budget based on the actual interest earned for the first half of FY 11-12.

Overview

Baring any unanticipated events, it appears that the Household Hazardous Waste budget will be met for FY 11-12.

Sonoma County Waste Management Agency
FY 11-12 Third Quarter Revenue and Expenditure Summary and Projection
Education Detail

799411

Expenditures

Sub-object	Description	Actual Jul 11-Mar 12	Expenditure Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
6103	Liability Insurance	1,249	0	1,249	1,330	(81)
6300	Miscellaneous Expense	37,344	42,656	80,000	80,000	0
6400	Office Expense	8,571	1,500	10,071	11,000	(929)
6500	Professional Services	32,303	103,579	135,882	135,882	0
6521	County Services	0	2,300	2,300	2,300	0
6540	Contract Services	5,150	21,850	27,000	27,000	0
6573	Administration Costs	135,584	67,790	203,374	237,278	(33,904)
6610	Legal Services	10,220	10,000	20,220	25,000	(4,780)
6629	Accounting Services	501	1,000	1,501	1,607	(106)
6630	Audit Services	0	3,000	3,000	3,000	0
6820	Rents/Leases - Buildings	3,550	0	3,550	2,500	1,050
7130	Textbook/Tuition Reimbursement	0	1,034	1,034	1,034	0
7400	Data Processing	1,124	562	1,686	1,686	0
7425	Desktop Modernization	1,772	0	1,772	2,269	(497)
Total Services and Supplies		237,368	0	492,639	531,886	(39,247)
8624	OT-Within Enterprise	0	0	0	0	0
	OT-Within Enterprise (budget)	0	0	0	3,550	(3,550)
8648	OT-Between Enterprise (ISD)	454	0	454	454	0
Total Other Charges		454	0	454	4,004	(3,550)
Total Expenditures		237,822	0	493,093	535,890	(42,797)

Sub-object	Description	Actual Jul 11-Mar 12	Expenditure Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
1700	Interest on Pooled Cash	357	357	714	63	651
2500	State-Other	5,000	130,882	135,882	135,882	0
2901	Tipping Fee Revenue	139,204	138,899	278,103	278,103	0
4040	Miscellaneous Revenue	27,371	52,629	80,000	80,000	0
4103	Donations/Reimbursement	24,632	13,907	38,539	38,539	0
4648	OT-From Replacement	0	1,772	1,772	2,269	(497)
Total Revenues		196,564	338,446	535,010	534,856	154

Net Cost		41,258	(338,446)	(41,917)	1,034	(42,951)
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Expenditures

Administration Costs are projected to be \$33,904 under budget based on the actual expenditures for the first eight months of the fiscal year.

Legal Services is anticipated to be \$4,780 under budget based on the actual expenditures to date.

Rents/Leases Buildings is \$1,050 over budget due to an increase in the rent on the storage unit used to store fair equipment and supplies.

Revenues

Revenues are expected to meet budget.

Overview

The fund balance/cash flow is anticipated to be adequate, but there will not be any additional funds available for transfer to the Contingency Reserve.

Sonoma County Waste Management Agency
FY 11-12 Third Quarter Revenue and Expenditure Summary and Projection
Diversion Detail

799510

Expenditures

Sub-object	Description	Actual Jul 11-Mar 12	Expenditure Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
6104	Liability Insurance	0	0	0	0	0
6400	Office Expense	0	0	0	0	0
6500	Professional Services	0	0	0	0	0
6573	Administration Costs	0	0	0	0	0
6610	Legal Services	0	0	0	0	0
6629	Accounting Services	0	0	0	0	0
6630	Audit Services	0	0	0	0	0
7302	Travel Expense	0	0	0	0	0
7400	Data Processing	0	0	0	0	0
Total Services and Supplies		0	0	0	0	0
8624	OT-Within Enterprise	0	0	0	47,710	(47,710)
	OT-Within Enterprise (budget)	109,046	0	109,046	61,336	47,710
Total Other Charges		109,046	0	109,046	109,046	0
			0			
Total Expenditures		109,046	0	109,046	109,046	0

Revenues

Sub-object	Description	Actual Jul 11-Mar 12	Revenue Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
1700	Interest on Pooled Cash	481	0	481	0	481
2500	State-Other	0	0	0	0	0
2901	Tipping Fee Revenue	0	0	0	0	0
4102	Donations/Reimbursement	0	0	0	0	0
Total Revenues		481	0	481	0	481

Net Cost		108,565	0	108,565	109,046	(481)
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Overview

The only financial activity anticipated for this cost center in FY 11-12 is the transfer of the remaining funds into the Contingency Reserve. This cost center is being abandoned due to lack of activity and the lack of mention in the original joint powers agreement.

Sonoma County Waste Management Agency
FY 11-12 Third Quarter Revenue and Expenditure Summary and Projection
Planning Detail

799619

Expenditures

Sub-object	Description	Actual Jul 11-Mar 12	Expenditure Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
6103	Liability Insurance	832	0	832	887	(55)
6400	Office Expense	700	0	700	0	700
6521	County Services	0	800	800	800	0
6573	Administration Costs	35,598	24,513	60,111	60,111	0
6610	Legal Services	0	0	0	4,000	(4,000)
6629	Accounting Services	105	232	337	337	0
6630	Audit Services	0	1,000	1,000	1,000	0
7130	Textbook/Tuition	0	750	750	750	0
7400	Data Processing	1,124	562	1,686	1,686	0
7425	Desktop Modernization	2,549	0	2,549	2,269	280
Total Services and Supplies		40,908	27,857	68,765	71,840	(3,075)
8624	OT-Within Enterprise	0	0	0	0	0
	OT-Within Enterprise (budget)	0	1,576	1,576	1,576	0
8648	OT-Between Enterprise (ISD)	454	0	454	454	0
Total Other Charges		454	0	2,030	2,030	0
Total Expenditures		41,362	27,857	70,795	73,870	(3,075)

Revenues

Sub-object	Description	Actual Jul 11-Mar 12	Revenue Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
1700	Interest on Pooled Cash	77	77	154	23	131
2901	Tipping Fee Revenue	31,138	31,138	62,276	62,207	69
4102	Donations/Reimbursement	5,486	3,135	8,621	8,621	0
4648	OT-From Replacement	0	2,549	2,549	2,269	280
Total Revenues		36,701	36,899	73,600	73,120	480
Net Cost		4,661	(9,042)	(2,805)	750	(3,555)

Expenditures

Legal Services are not expected to be required this fiscal year for the Planning cost center.

Revenues

Revenues are expected to meet budget.

Overview

For the amount and type of activity in this cost center, the cash flow/fund balance will be adequate.

Sonoma County Waste Management Agency
FY 11-12 Third Quarter Revenue and Expenditure Summary and Projection
Organics Reserve Detail

799221

Expenditures

Sub-object	Description	Actual Jul 11-Mar 12	Expenditure Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
6540	Contract Services	62,938	0	62,938	0	62,938
6573	Administration Costs	30,977	49,157	80,134	80,134	0
6590	Engineering Services	254	10,000	10,254	26,000	(15,746)
6610	Legal Services	22,496	1,504	24,000	24,000	0
6630	Audit Services	0	1,500	1,500	1,500	0
Total Services and Supplies		116,665	62,161	178,826	131,634	47,192
Total Expenditures		116,665	62,161	178,826	131,634	47,192

Revenues

Sub-object	Description	Actual Jul 11-Mar 12	Revenue Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget 208,990	Over/ (Under) Budget
1700	Interest on Pooled Cash	20,063	20,063	40,126	24,875	15,251
4040	Miscellaneous Revenue	584	0	584	0	584
4624	OT-Within Enterprise	0	297,611	297,611	297,611	0
	OT-Within Enterprise (budget)	0	640,450	640,450	0	640,450
Total Revenues		20,647	958,124	978,771	322,486	656,285
Net Cost		96,018	(895,963)	(799,945)	(190,852)	(609,093)

Expenditures

Engineering Services are projected to be \$15,746 under budget due to less than anticipated progress on the compost site relocation.

Revenues

Interest on Earned Cash is expected to be \$15,251 over budget based on the actual interest earned for the first half of the fiscal year.

OT-Within Enterprise (budget) is anticipated to be \$640,450 over budget as a result of budgetary adjustments to the Wood Waste and Yard Debris cost centers after the close of FY 10-11.

Overview

These reserve funds are restricted for use only for the organics program per the joint powers agreement. The fund balance is remaining constant at \$4,500,000 +/- depending on the status of the composting site relocation process.

Sonoma County Waste Management Agency
FY 11-12 Third Quarter Revenue and Expenditure Summary and Projection
HHW Closure Detail

799320

Expenditures

Sub- object	Description	Actual Jul 11-Mar 12	Expenditure Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
8624	OT-Within Enterprise	0	0	0	0	0
TOTAL SERVICES & SUPPL		0	0	0	0	0

Revenues

Sub- object	Description	Actual Jul 11-Mar 12	Revenue Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
1700	Interest on Pooled Cash	264	0	264	333	(69)
4624	OT-Within Enterprise	0	0	0	0	0
TOTAL REVENUES		264	0	264	333	(69)
NET COST		(264)	0	(264)	(333)	69

Overview

This reserve was formed by Board of Directors' resolution in response to the Permit-by-Rule requirements. The goal was increased \$46,000 after the FY 11-12 Budget was prepared. This increase will be included in the FY 12-13 Budget process.

Sonoma County Waste Management Agency
FY 11-12 Third Quarter Revenue and Expenditure Summary and Projection
HHW Facility Reserve Detail

799718

Expenditures

Sub-object	Description	Actual Jul 11-Mar 12	Expenditure Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
6400	Office Expense	3,932	0	3,932	12,000	(8,068)
6540	Contract Services	0	0	0	0	0
6573	Administration Costs	0	0	0	0	0
6590	Engineering Services	0	0	0	0	0
Total Services and Supplies		3,932	0	3,932	12,000	(8,068)
Total Expenditures		3,932	0	3,932	12,000	(8,068)

Revenues

Sub-object	Description	Actual Jul 11-Mar 12	Revenues Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
1700	Interest on Pooled Cash	7,084	7,084	14,168	8,085	6,083
2500	State-Other	0	0	0	0	0
4624	OT-Within Enterprise	0	0	0	0	0
Total Revenues		7,084	7,084	14,168	8,085	6,083
Net Cost		(3,152)	(7,084)	(10,236)	3,915	(14,151)

Overview

The reserve goal for this fund was modified at the June 2011 Board meeting to be held at \$600,000 or 33% of the budgeted annual HHW program operational expenses, whichever is greater. At the end of FY 10-11, there was \$1,607,767 being held in reserve.

The extra funds can be made available for other uses with Board approval and an appropriation transfer or as a part of the budget process.

Sonoma County Waste Management Agency
FY 11-12 Third Quarter Revenue and Expenditure Summary and Projection
Contingency Reserve Detail

799718

Expenditures

Sub-object	Description	Actual Jul 11-Mar 12	Expenditure Estimated Apr-June 12	Total Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
6400	Office Expense	2,228	0	2,228	2,000	228
6573	Administration Costs	18,891	37,782	56,673	67,347	(10,674)
6610	Legal Services	7,605	1,395	9,000	9,000	0
6630	Audit Services	0	500	500	500	0
Total Services and Supplies		28,724	39,677	68,401	78,847	(10,446)
8624	OT-Within Enterprise	0	0	0	0	0
	OT-Within Enterprise (PY)	0	0	0	0	0
Total Other Charges		0	0	0	0	0
Total Expenditures		28,724	39,677	68,401	78,847	(10,446)

Revenues

Sub-object	Description	Actual Jul 11-Mar 12	Revenue Estimated Apr-June 12	Estimated FY 11-12	Adopted Budget FY 11-12	Over/ (Under) Budget
1700	Interest on Pooled Cash	624	624	1,248	976	272
4624	OT-Within Enterprise	109,046	1,576	110,622	114,172	(3,550)
Total Revenues		109,670	2,200	111,870	115,148	(3,278)
Net Cost		(80,946)	37,477	(43,469)	(36,301)	(7,168)

Expenditures

Administration Costs are projected to be \$10,647 under budget. When the FY 11-12 Budget was prepared it was expected that the carryout bag ban and the JPA renewal would be moving forward. Only the carryout bag ban has gained momentum and will be a major use of staff until the end of the fiscal year.

Revenues

OT-Within Enterprise is projected to be \$3,550 under budget as a result of no funds available for transfer from the Education cost center.

Overview

The carryout bag ban and the JPA renewal will continue to be major projects for staff and will be funded out of this reserve.

ITEM: Approval of the FY 12-13 Final Budget**I. BACKGROUND**

Historically, the preparation of the SCWMA's annual budget begins with direction and approval by the Board of a Work Plan, defining and prioritizing the programs or projects for the next fiscal year. The Work Plan contains estimates for staff time and contractor costs.

The second step is the approval of the Draft Budget, establishing budget funding guidelines and other parameters necessary to integrate the SCWMA's annual budget with the County's budget process. The last step is the approval of the Final Budget.

The FY 12-13 budget process began with the presentation for approval of the FY 12-13 Draft Work Plan, and its approval, at the February 15, 2012 meeting. The FY 12-13 Draft Budget was presented at the March 21, 2012 regular Board of Directors' meeting.

II. DISCUSSION

Staff has received a request for more detailed information concerning the reserve funds. The following discussion of the reserves uses the format of (a.) background for establishing the reserve, (b.) the goal of the reserve and (c.) the FY 12-13 projections, which includes any expenditures planned for that particular reserve. All interest earned in each individual reserve remains with that particular reserve. The most recent discussion and review of the reserve accounts occurred just this past year at the Board's June and August meetings. Amounts were adjusted and a Reserve Policy was adopted.

Organics Reserve

(a.) The basis of the Organics Reserve policy is Section 11 and Section 13 of the "Agreement Between The Cities Of Sonoma County And Sonoma County For A Joint Powers Agency To Deal With Waste Management Issues" (JPA Agreement). Section 11 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." Section 13 of the JPA Agreement states, "The Agency shall receive all revenues accruing in connection with the Treatment System, and then use them to defray operation and maintenance (O&M) expense of the wood or yard waste Treatment System."

(b.) There is no stated fund goal for this reserve due to the parameters contained in the JPA agreement. Any funds remaining in the Wood Waste and Yard Waste cost centers at the close of the fiscal year are transferred to the Organics Reserve excluding a small (15% or less) percentage of operational expenses (insurance liability, office expense, County services, contract services, administration costs, accounting services, audit services, legal services, rent for spaces and events, computer system services and travel) to remain in the cost center for cash flow purposes for the succeeding fiscal year.

(c.) Contributions anticipated for FY 12-13 are: Wood Waste is \$32,315 and Yard Debris is \$205,318 for a total of \$237,633. It is estimated that the Organics Reserve balance at the end of FY 12-13 will be approximately \$5,513,904. This includes expenditures for the site

purchase/lease process (consultant, staff, engineering, legal and audit) totaling \$179,742, but not the actual purchase or lease of the property.

HHW Closure Reserve

(a.) This reserve is mandated by the permit-by-rule for treatment of hazardous waste collected at the HHW facility, which is owned by the County of Sonoma and occupied and operated by the SCWMA. The SCWMA is the 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-by-rule states that "holder may establish the amount contained in the closure fund". The last adjustment to the reserve goal was 2008, which revised the goal to \$68,000 to be collected as soon as possible. The HHW Closure Reserve does not include deconstruction of the building because the building could possibly have other beneficial uses for the County or any other owner of the property.

(b.) The stated goal of \$68,000 will almost be met with a contribution of \$6,603 and interest earned of \$361 in FY 12-13. The only distribution that can be made from this reserve by policy is upon the closure of the HHW facility. There is no anticipation of that occurring in the near future.

HHW Facility Reserve Fund

(a.) This reserve was established by the SCWMA Board in 2006 when it became apparent with the opening of the facility in 2005 that the HHW program would use about 80% of the tipping fee surcharge funding and had the potential to increase significantly in short periods of time.

(b.) The reserve fund goal is either 33% of the budgeted annual HHW program operational expenses (insurance liability, office expense, County services, contract services, administration costs, accounting services, audit services, legal services, rent for spaces and events, computer system services and travel) or \$600,000, whichever is greater. The \$600,000 amount was selected to provide adequate funding if the HHW facility was in fact required to be deconstructed.

In the event there are funds collected greater than the stated fund goal, a transfer to the Contingency Reserve can be made through the budget process, which requires Board approval. This transfer would allow the excess reserve funds to be used for specific projects other than the operation of the HHW facility.

(c.) The FY 11-12 estimated balance is \$1,621,822. For FY 12-13, the HHW Facility Reserve the stated goal is \$587,160 to meet policy. This would leave approximately \$1,034,662 available. Included in the FY 12-13 Draft Budget presentation was a \$275,000 transfer into the Contingency Reserve to be used for the anticipated expenses of the bag ban ordinance and the preliminary work for the JPA Agreement renewal or revision. The projected reserve balance at the end of FY 12-13 is \$1,356,517 which is still within the policy parameters for both goal and uses.

Contingency Reserve

(a.) Any funds remaining in the Education and Planning cost centers at the close of the fiscal year can be transferred to the Contingency Reserve excluding a small (10% or less) percentage of operational expenses (insurance liability, office expense, County services, contract services, administration costs, accounting services, audit services, legal services, rent for spaces and events, computer system services and travel) to remain in the cost centers for cash flow purposes for the succeeding fiscal year.

(b.) The fund goal is 25% of the operational expenses (insurance liability, office expense, County services, contract services, administration costs, accounting services, audit services, legal

services, rent for spaces and events, computer system services and travel) of the two cost centers. The Contingency Reserve goal for FY 12-13 should contain \$127,374 per policy.

(c.) At the end of FY 11-12 the estimated reserve balance is \$186,617. The budgeted expenses for FY 12-13 in the Contingency Reserve are \$335,724, which leaves a deficit of (\$149,107). A \$275,000 transfer from the HHW Facility Reserve plus interest earned brings the projected reserve balance at the end of FY 12-13 to \$125,893, which is at goal.

Distribution of funds from the Contingency Reserve is at the discretion of the Board of Directors. Specific projects/expenditures are to be considered by the Board for potential funding from the reserve. Precedence of projects will be given to any that stem from regulations or legislation.

III. FUNDING IMPACT/BUDGET CHANGES

The only change to the FY 12-13 Final Budget from the draft version was an increase in the transfer from the HHW Facility Reserve to the Contingency Reserve from \$200,000 in the draft budget to \$275,000 in the final budget. The reason for the increase is to bring the Contingency Reserve to the stated goal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the final budget for FY 12-13 as presented. Non-approval would result in the SCWMA operating without a budget beginning July 1, 2012.

V. ATTACHMENTS

FY 12-13 Explanations and Details
FY 12-13 History and Fund Balances
Reserve Policy
Resolution

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

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 FINAL 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 FINAL 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 FINAL 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 FINAL 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 FINAL 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 FINAL 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 Institute (PSI). Both of these organizations are promoting extended producer responsibility and SCWMA staff benefits from the contacts and information provided.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 FINAL 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 FINAL 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 FINAL 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:

	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	
Education Cost Center Percentage	20.00%	
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	\$3,570
 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 FINAL 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 FINAL 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 FINAL 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 FINAL 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 FINAL 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	\$237,633

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 FINAL 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 FINAL 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 \$275,000 has been included in the proposed budget.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
FY 12-13 FINAL 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 \$275,000 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)	\$275,000
Subtotal	\$284,745

EXPENDITURES - SERVICES AND SUPPLIES

6400 Office Expense

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

	<u>FY 11-12 Budget</u>	<u>FY 12-13 Request</u>	<u>Difference</u>
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	528,981	117,198	28%
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	528,981	117,198	28%
TOTAL REVENUES	7,705,497	5,610,145	7,169,679	6,320,123	6,515,324	208,815	3%
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	522,378	(529,855)	-50%
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	525,102	(529,855)	-50%
TOTAL EXPENDITURES	8,152,678	5,321,667	7,013,678	6,839,031	6,730,437	(104,056)	-2%
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 Modernization	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	275,000	275,000	0%
8700 Reimbursements	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	275,000	275,000	0%
TOTAL EXPENDITURES	252,065	37,354	0	0	275,000	275,000	0%
NET COST	(342,784)	27,018	(14,056)	(8,085)	265,305	273,390	-3381%
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	(265,305)		
Audit/Encumbrance Adjustments	0	0	0	0	0		
Ending Fund Balance	1,634,784	1,607,766	1,621,822	1,615,851	1,356,517		

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	284,745	170,573	149%
SUBTOTAL	0	0	114,172	114,172	284,745	170,573	149%
TOTAL REVENUES	2,351	1,101	115,472	115,148	285,863	170,715	148%
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)	49,861	86,162	-237%
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	(49,861)		
Audit/Encumbrance Adjustments	0	0	0	0	0		
Ending Fund Balance	181,430	149,992	186,617	186,293	136,756		

SONOMA COUNTY WASTE MANAGEMENT AGENCY 2011 REVISED RESERVE POLICY

I. Purpose

To define parameters for the collection, treatment and distribution of reserve funds resulting from the operations of the Sonoma County Waste Management Agency (SCWMA).

II. Policy

Organics Reserve

Collection

As stated in Section 11 of the "Agreement Between The Cities Of Sonoma County And Sonoma County For A Joint Powers Agency To Deal With Waste Management Issues" (JPA Agreement)

"Agency shall separately account for all costs of handling and disposing yard waste and wood waste so that the costs of each are known."

Treatment

There is no stated fund goal for this reserve due to the parameter contained in the JPA agreement. Any funds remaining in the Wood Waste and Yard Waste cost centers at the close of the fiscal year are to be transferred to the Organics Reserve excluding a small (15% or less) percentage of operational expenses (insurance liability, office expense, County services, contract services, administration costs, accounting services, audit services, legal services, rent for spaces and events, computer system services and travel) to remain in the cost center for cash flow purposes for the succeeding fiscal year.

Any interest earned on the funds contained in the Organics Reserve shall remain within the reserve.

Distribution

The language in the JPA Agreement restricts the funds accumulated in the Organics Reserve for use only in conjunction with the organics program, which includes Board approved projects in the Wood Waste, Yard Waste cost centers as well as the Organics Reserve.

Household Hazardous Waste (HHW) Closure Reserve

Collection

This reserve is mandated by the permit-by-rule for treatment of hazardous waste collected at the HHW facility, which is owned by the County of Sonoma and occupied and operated by the SCWMA. The SCWMA is the permit holder of Permit No: 00-7161 issued by the Certified Unified Program Agency (Sonoma County Department of Emergency Services) and is responsible for establishing and maintaining a closure fund. The permit-by-rule states that "holder may establish the amount contained in the closure fund".

Since these reserves are mandated by permit, collection and transfer of these funds will take precedence over any contributions to the HHW Facility Reserve.

Treatment

The fund goal shall be reviewed every five years with a comparison of similar facilities located in California and adjusted accordingly. Should regulatory or legislative changes occur between review periods, the fund goal should be adjusted at the next appropriate budget development and approval process.

The HHW Closure Reserve does not include deconstruction of the building. These estimated costs were not included as part of the HHW Closure Fund because the building could potentially have other beneficial uses for the County or any other owner of the property. However, it is recognized the HHW Facility Reserve Funds would be adequate for deconstruction if required

Once the fund goal is achieved, there will be no further transfers from the HHW cost center into the reserve. The interest earned on the reserve funds will remain with the reserve.

Distribution

The only distribution will be when the facility is vacated by the SCWMA at which time SCWMA will relinquish the permit for HHW operations at this site.

HHW Facility Reserve

Collection

Any funds remaining in the HHW cost center at the close of the fiscal year are to be transferred to the HHW Facility Reserve excluding a small (15% or less) percentage of operational expenses (insurance liability, office expense, County services, contract services, administration costs, accounting services, audit services, legal services, rent for spaces and events, computer system services and travel) to remain in the cost center for cash flow purposes for the succeeding fiscal year.

Treatment

The reserve fund goal is either 33% of the budgeted annual HHW program operational expenses (insurance liability, office expense, County services, contract services, administration costs, accounting services, audit services, legal services, rent for spaces and events, computer system services and travel) or \$600,000, whichever is greater. The interest earned on the reserve funds will remain with the reserve.

Distribution

Distribution from this reserve will happen whenever the disposal costs exceed the budgeted appropriation, such as an emergency requiring additional disposal of toxics. The vehicle for distribution will be Board approval through an appropriation transfer resolution, which will then be forwarded to the Sonoma County Auditor/Controller's Office for processing.

In the event, there are funds collected greater than the stated fund goal, a transfer to the Contingency Reserve can be made with the same Board approved appropriation transfer process. This type of transfer would allow the excess reserve funds to be used for specific projects other than the operation of the HHW facility.

Contingency Reserve

Collection

Any funds remaining in the Education and Planning cost centers at the close of the fiscal year can be transferred to the Contingency Reserve excluding a small (10% or less) percentage of operational expenses (insurance liability, office expense, County services, contract services, administration costs, accounting services, audit services, legal services, rent for spaces and events, computer system services and travel) to remain in the cost centers for cash flow purposes for the succeeding fiscal year.

The funds collected and/or transferred into the Contingency Reserve are to be used for support of the Education and Planning cost centers in the event that projects beyond those approved in the Work Plan are necessary for the diversionary efforts of SCWMA.

Treatment

The fund goal is 25% of the operational expenses (insurance liability, office expense, County services, contract services, administration costs, accounting services, audit services, legal services, rent for spaces and events, computer system services and travel) of the two cost centers.

The interest earned on the reserve funds will remain with the reserve.

Distribution

Distribution of funds from the Contingency Reserve is at the discretion of the Board of Directors. Specific projects/expenditures are to be considered by the Board for potential funding from the reserve. Precedence of projects will be given to any that stem from regulations or legislation.

The Executive Director has spending authority, provided by the Purchasing Policy adopted by the Board of Directors in 1995, not to exceed \$5,000. This purchasing authority shall apply to the reserve funds.

The JPA Agreement sets the approval parameter for a unanimous vote to be \$50,000 or a major program change. These parameters are in effect for the reserve fund usage. For larger and more complex projects, staff will present details concerning the project, along with a project specific budget, which will include the impact on the remaining reserve, for Board review.

The vehicle for distribution will be Board approval through an appropriation transfer resolution, which will then be forwarded to the Sonoma County Auditor/Controller's Office for processing. The appropriation transfer is to be accompanied by a project budget that will include the appropriate subobjects for efficient processing, payment and auditing.

RESOLUTION NO. 2012-

DATED: April 18, 2012

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("SCWMA") ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2012-13.

WHEREAS, SCWMA Board of Directors gave direction to SCWMA's Executive Director to prepare and present an annual budget; and

WHEREAS, an annual budget has been prepared and presented to SCWMA Board of Directors;

NOW, THEREFORE, BE IT RESOLVED that the SCWMA's Annual Budget for the period July 1, 2012 to June 30, 2013, attached hereto as FY 12-13 SCWMA Final Budget is hereby adopted.

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

MEMBERS:

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

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

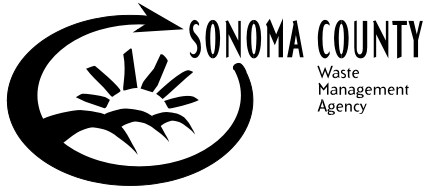
SO ORDERED.

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 #:6
Cost Center: All
Staff Contact: Mikus
Agenda Date: 4/18/2012

ITEM: Joint Powers Agreement Expiration

I. BACKGROUND

In 1992, prompted by AB 939, California's Integrated Waste Management Act of 1989, the Sonoma County Waste Management Agency (SCWMA, or the Agency) was formed as a Joint Powers Agency (JPA) comprised of the incorporated cities of Sonoma County plus the County of Sonoma. The current list of member jurisdictions is made up of ten (10) local governments, comprised of the nine (9) cities/town plus the County of Sonoma. The Town of Windsor was not an original member but joined the Agency shortly after its July 1992 incorporation.

Statutory authority for Joint Powers Authorities or Agencies is found in California Government Code Sections 6500-6536, as well as some decisional law. This statutory scheme gives public agencies the authority to enter into agreements to jointly exercise common powers; thus a JPA may exercise the powers common to its members. The Agency does not have any power or authority greater than that of its members.

A "Joint Powers Agreement" was developed and adopted to set forth "...terms and provisions..." for the Agency to operate under. Section 20 states that "The term of this Agreement shall be for twenty-five (25) years." This section also states that "This Agreement may be extended from year to year thereafter by mutual agreement of the Participants." Thus, the Agency Agreement would otherwise cease in 2017 without some sort of renewal in place. Adoption of approving resolutions by the members' governing bodies occurred by February 1992, and the Agency had its first Board meeting in April 1992.

The original Joint Powers Agreement, specifically Section 4, sets forth Agency membership as follows: "The Joint Powers Agency created by this Agreement shall have one member from Sonoma County and one member from each City that joins the Agency (each of whom shall be an elected Councilmember, County Supervisor or appointee)." Further in Section 4 the Agreement states, "An appointee shall be an employee of the city or county making the appointment."

As stated in the Agency Agreement, AB 939 "...requires Participants to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve their diversion goals." Thus the Agency members decided to form the Agency to "...cooperate with each other... so as to carry out, in an efficient manner, these objectives." The Agency Agreement defined four specific areas of responsibility for the Agency related to waste diversion: yard waste, wood waste, household hazardous waste, and public education.

The First Amendment to the Agreement occurred in January 1996. This Amendment added a new Section 27 to the Agreement which established the Agency as a "Regional Agency" pursuant to Public Resources Code Section 40970 et seq., to act on behalf of its members to perform the necessary solid waste planning and reporting functions. Thus regional solid waste planning and reporting responsibilities were added to the list of agency functions.

The original Agreement and the subsequent First Amendment were enacted by resolutions adopted by each of the member jurisdictions' governing bodies.

In addition to the Agency Agreement, "Rules of Governance of the Sonoma County Waste Management Agency" were adopted by a resolution of the Board (No. 92-002 dated April 15, 1992) to establish parameters for conduct of Board meetings. Minor changes have been made since, with changes made by resolution No. 97-001 dated January 15, 1997 and the most recent version adopted by consent at the December 2006 Board meeting.

II. DISCUSSION

In recognition of the approaching 25 year term end of the original Agency Agreement in 2017, at its March 21, 2012 meeting, the Board asked staff to prepare background information preparatory to a discussion at the April 18, 2012 Board meeting regarding renewing, extending, or revising the Agency Agreement. Also, the Board Executive Committee requested that this information include a list of potential policy issues for the discussion.

Logic would suggest that the Agency continue its existence and service to its member jurisdictions and the community. In very basic terms, Agency programs provide consistency and efficiency across jurisdictional lines that would be difficult and expensive to replicate individually by its members.

A number of provisions in the current JPA Agreement may be candidates for discussion by the Board. These include the following:

1) Renewal method and term:

In order to renew the JPA Agreement, the members will need to follow how the Agency was initially established: a Joint Powers Agreement was crafted that was acceptable to all prospective members, which was then approved by resolutions of all member jurisdictions' governing bodies. There are two ways to provide for extension of the existing Agreement; a) under language in the current Agreement, it could be extended "as is" on a yearly basis. Another choice would be to remove the current sunset clause.

2) Board representation:

Currently, per the Agreement, member jurisdictions are free to select their Board representative as they see fit with the stipulation that the representative be either an elected official or an employee of the jurisdiction.

3) Unanimous vote:

Unanimous votes by the Board are required for major program expansions, defined as anything other than wood or yard waste, household hazardous waste or public education, capital expenditures greater than \$50,000, or adoption of annual budgets. This unanimity is of all members, not just those attending the Board meeting at which the vote is held. Modification or elimination of this provision, which is contained in Section 4, has generated some interest. One possible modification could be a revision to require a super majority or 2/3 vote of the Board for major program expansions, capital expenditures greater than \$50,000, or adoption of annual budgets. Another possible modification could be to leave the unanimous vote requirement in place for major program expansions and require a 2/3 vote of the Board for capital expenditures greater than \$50,000 or adoption of annual budgets.

4) Wood and yard waste funds:

Language in Section 11 of the Agreement has been interpreted to mean that funds generated by the wood and yard waste programs (typically lumped together as the “Organics” program) can only be used for activities involved with those programs, and not for other Agency work such as household hazardous waste or education. However, it may be beneficial to look at Agency finances holistically, and remove this limit, allowing funds generated by all programs to be distributed to expenses as required. This might be particularly appropriate since any continued success in enhancing waste diversion to the organics programs has a direct negative impact to the waste surcharge which funds the other Agency work. Removal of this limit would also likely establish some longer term stability to overall Agency finances.

5) Miscellaneous changes:

The original Agreement contains numerous items related to the role of the County in providing invaluable assistance to the Agency's start-up and continued operations. Some of these items are outdated, have been altered over time, or no longer are valid or exist. In addition, Agency Counsel has indicated some sections of the Agreement would benefit from updating.

III. FUNDING IMPACT

None currently. Funds have been allocated in the upcoming fiscal year budget (FY 12-13) for staff and legal expense in developing the framework for extension/renewal of the Agency term.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Provide staff and counsel with guidance for next steps. This could include development of a draft for a new Agency Agreement.

V. ATTACHMENTS

Original JPA Agreement
First Amendment to the Agreement
Rules of Governance 2006

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

COPY

AGREEMENT
BETWEEN
THE CITIES OF SONOMA COUNTY
AND
SONOMA COUNTY
FOR A
JOINT POWERS AGENCY
TO DEAL WITH WASTE MANAGEMENT ISSUES
(Wood Waste, Yard Waste,
Household Hazardous Waste, and Public Education)

(Exhibits Attached)

REVISION DATE: 2-11-92

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Section 24.	Severability
Section 25.	Non-Tipping Fee Funding Sources
Section 26.	Amendments to Agreement

AGREEMENT

This is an Agreement between the Cities of the County of Sonoma and Sonoma County to create a Joint Powers Agency (referred to as "Agency") consisting of the Cities and County of Sonoma to deal with waste management issues such as wood waste, yard waste, household hazardous waste, and public education.

This Agreement is made upon the date last signed below between the various cities of Sonoma County who are signators to this Agreement (referred to as "Cities") and Sonoma County (referred to as "County"), all of which are collectively referred to as "Participants."

RECITALS

This Agreement is predicated on the following facts:

A. Increases in the populations of Participants and changes in the requirements for waste treatment and disposal have created an urgent need for new and innovative approaches in the treatment and disposal of waste generated within the boundaries of Participants.

B. A mutually cooperative Joint Powers Agreement will protect the health and safety of the citizens, preserve and enhance their environment, and provide for recycling, diversion, and disposal of waste generated within Participants;

C. The California Integrated Waste Management Act of 1989 (AB939), among other things, requires Participants to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve their diversion goals. Following this principle, it is the intent of Participants to cooperate with each other as reflected in this Agreement so as to carry out, in an efficient manner, these objectives.

D. Participants have agreed on a Joint Powers Agency to deal with wood, yard, and household hazardous waste issues and public education in the manner set forth in this Agreement. Participants will continue to discuss other waste management issues and endeavor to reach agreement on those issues after which this Agreement will be amended by mutual written consent.

E. At the present time, Sonoma County anticipates the adoption of an ordinance restricting or prohibiting the disposal of yard waste and wood waste at the Central Landfill Site due to the fact that alternative technologies are available other than disposal at the Central Landfill. In addition, pursuant to AB939, 25% of the waste stream must be diverted by 1995. This Joint Powers Agreement will assist in that effort.

JOINT POWERS AGREEMENT

NOW, THEREFORE, Participants agree as follows:

Section 1. Definitions

Agency. The Joint Powers Agency created by this Agreement consisting of Cities and County.

City. The various cities of Sonoma County whose signatures appear at the end of this Agreement.

County. Sonoma County.

Household Hazardous Waste. As defined by the California Integrated Waste Management Board.

Licensed Hauler. "Licensed Hauler" means any organization licensed to haul refuse by a Participant.

Participants. The Cities and County of Sonoma who are participating in this Agreement.

Products. Products mean the products including compost of the wood waste and yard waste Treatment System.

Treatment System. The system used to process yard and wood waste.

Wood Waste. "Wood waste" means solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, process or storage of raw wood materials, or construction and demolition activities.

Yard Waste. "Yard waste" means any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, pruning, brush, and weeds.

Section 2. Purpose of Agreement

The purpose of this Agreement is to create Agency and to describe the terms and provisions by which Agency will deal with four (4) programs - namely, (1) household hazardous waste and (2) wood waste and (3) yard waste that otherwise would go to the Central Landfill. Agency shall also have a (4) public education function. Each Participant executing this Agreement may elect to participate in any or all of the Agency programs. From time to time, Participants may agree, in writing, to additional duties and responsibilities and programs beyond those set forth in this Agreement.

Section 3. Covenant of Cooperation in Waste Program

Participants do hereby covenant with each other to take all reasonable actions for orderly treatment of household hazardous, wood, and yard waste under the terms of this Agreement and to comply with all reasonable requirements of Federal and State Entities having jurisdiction over the

processing and treatment of household hazardous, wood, and yard waste. Participants also hereby covenant with each other to take all reasonable actions to avoid duplication or conflict of efforts in any waste program undertaken by the Agency.

Section 4. Composition of Joint Powers Agency

The Joint Powers Agency created by this Agreement shall have one member from Sonoma County and one member from each City that joins the Agency (each of whom shall be an elected Councilmember, County Supervisor or appointee). Any city may, at its option, elect to join the Agency and have one (1) vote. An appointee shall be an employee of the city or county making the appointment. Each member shall have one vote. A quorum shall consist of one-half or more of the members. The majority vote of a quorum is sufficient for action. Provided, however, a unanimous vote of the total membership (i.e., all members must approve) shall be required for action on (1) major program expansion(s) or (2) capital expenditures greater than \$50,000, or (3) adoption of annual budgets. A "major program expansion" means any program or plan for anything beyond yard and wood waste, household hazardous waste, and public education.

The members of the Agency shall hold their first meeting within forty-five (45) days after execution of the Joint Powers Agreement by all Participants at which time it shall, in compliance with the Brown Act, establish a regular meeting date and take such other action as it deems appropriate to organize itself for the orderly conduct of business. The JPA will contract with Sonoma County for staff services with the Recycling, Marketing, and Integrated Solid Waste Manager.

Section 5. County to Provide Sites at Central Landfill

Provided that all regulatory requirements of Federal and State agencies are first met, the County agrees to provide, free of charge as a subsidy, sites at its Central Landfill Site for the purpose of household hazardous waste collection and storage and for a wood and yard waste Treatment System. After first consulting with the Agency, the County shall provide such sites as County finds reasonably suited and located for the needs of the Agency. A map together with the conditions of use shall be drawn delineating the boundaries of the two sites; the boundaries may be amended by mutual agreement between the Agency and the County in order to meet future needs. Should operations cease on either or both of the existing sites, then Agency shall have no further right to use the existing site(s) where use has ceased. If Agency ceases to use either or both site(s), Agency, at its expense, will remove all wastes and Products so that the site(s) is returned to County in a completely clean condition. Agency, at its expense, shall perform such monitoring tests as County's Public Works Director requests to examine the conditions at the site(s) and the areas around the site(s).

Such tests may occur during the term of this Agreement or afterward.

Section 6. County to Provide Site Improvements

The County, using tipping fee revenue, will provide reasonable site improvements.

Section 7. Agency to Arrange for Operator and Equipment

Agency will arrange for an operator with the necessary equipment to process yard waste and wood waste delivered to the site. In addition, Agency will arrange for a hazardous household waste operator to perform a collection, recycling and disposal services for Participants electing to participate. Wood and yard waste will be accepted from all sources within Sonoma County; household hazardous waste will be accepted only from licensed haulers and other entities approved by Agency and from members of the public that are residents of a Participant of the Agency. Small quantity generator hazardous waste (as defined by California Legislation or by the Agency with the unanimous concurrence of each Participant) will be included but will be entirely financed by the business using the service. A special fee and method and hours of operation will be established by the Agency for this service.

Section 8. Household Hazardous Waste Acceptance Area

Household hazardous waste will be received from the residents of Participants in a receiving area at the facility. The public will be met by trained personnel who will inspect the delivered waste and determine whether they are acceptable household hazardous wastes. If unidentified (unlabeled) waste are found the delivery person will be requested to provide information to assist in determining the type of material. Times and dates for acceptance of household hazardous waste from Public will be determined by Agency.

The waste received will be sorted into materials that must be disposed of and those that can be reused. Those materials that must be disposed of will be prepared for transportation to disposal facilities. Those wastes received that can be reused will be inventoried for use, exchange, reuse or shipped to a recycling facility. Materials remaining in inventory for a period of time determined to be appropriate by Agency will be disposed of or handled as the Agency determines appropriate.

Section 9. Joint Powers Agency to Administer Treatment System and Household Hazardous Waste Storage and Disposal

The Agency shall administer and execute the Agreement and do all acts necessary for the exercise of said common power for that purpose.

The Agency shall administer, operate, manage, and control the Treatment System and the household (and any other) hazardous waste storage and disposal system in an efficient and economical manner and maintain and preserve them in good repair and working order, all in accordance with sound engineering practices. Agency shall treat and dispose of all wood and yard waste received and shall collect, recycle, store, and dispose all household (and any other) hazardous waste received under the terms of this Agreement in such manner as to comply with all applicable laws, rules and regulations.

Section 10. Financing - Household Hazardous Waste Storage and Disposal

The cost of startup, maintenance and operation may be paid by the tipping fee process with special cost center established for Household Hazardous Waste and hazardous small quantity generator business waste. County will provide financing to construct and operate the facility by collecting a tonnage tipping fee on all refuse entering the Landfill. The hazardous business waste program, if JPA establishes program, will set a fee schedule to cover all costs including capital startup, operating, maintenance, and disposal fees.

Section 11. Role of Participants in Collection of Wood, and Yard Waste

Each Participant shall cause wood waste and yard waste generated within its jurisdiction (that could not be diverted otherwise) to go to the Central Landfill to be delivered to the Treatment System and shall take such actions as are appropriate and necessary to accomplish that result. The Joint Powers Agency shall establish standards for the quality of yard and wood waste acceptable for delivery to the Treatment System and may also approve diversions of wood waste and yard waste to alternative treatment systems.

If and when wood and yard waste is treated in the Treatment System and results in useable products (hereinafter referred to as "Products"), then Agency shall have the right to dispose of the Products as it sees fit and in accordance with any contract(s) it may have with an Operator.

Agency shall separately account for all costs of handling and disposing yard waste and wood waste so that the costs of each are known.

Section 12. Request for Proposals for Composting, Wood Waste, Tree Stumps and Yard Waste

In the mutual interest of all Participants a Request for Proposals for Composting Wood Waste, Tree Stump and Yard Waste Program at the Central Landfill has been prepared for distribution to potential proposers. This RFP is in accordance

with the requirement that the Agency arrange for Operation and Equipment in Section 7. The proposals received will be reviewed by a committee of Participants for recommendation to the full Agency membership. The general wording of the RFP is included in Exhibit "B."

Section 13. Financing - Yard and Wood Waste

The cost of startup, maintenance and operation will be paid through the tipping fee process with a special cost center established for each. County agrees to assist JPA in developing a financing program to construct treatment system and provide startup cash and to install weighing devices for yard and wood waste at Central Landfill to determine the amount of each Participant's use of the Treatment System. The County agrees to collect a tonnage tipping fee on refuse entering landfill sufficient to pay for all capital improvements and other startup costs of the wood waste and yard waste program. The Agency shall receive all revenues accruing in connection with the Treatment System, and then use them to defray operation and maintenance (O&M) expense of the wood or yard waste Treatment System.

Section 14. Joint Powers Agency Authority to Adopt Regulations

Participants agree that the primary purpose of this Agreement are to create an Agency to treat wood waste and yard waste and to collect, store, and dispose of household hazardous waste and to educate the public regarding waste issues. The Joint Powers Agency may, from time to time, adopt uniform rules and regulations to carry out these purposes.

Section 15. Commencement of Operation

After execution of this Agreement by the Participants, they shall cooperate with each other so that Agency can swiftly begin to carry out its mission.

Section 16. Estimation and Payment of O&M Cost.

For each fiscal year the Agency shall prepare separate O&M budgets for (1) household hazardous waste collection, storage, and disposal countywide program and (2) the yard waste Treatment System and (3) wood waste Treatment System and (4) the education program. These budgets, and any other budgets Agency may prepare, shall require the unanimous approval of the total membership of Agency Agreement.

The Agency shall set fees for the services it provides to any non-Participant, other entity, or person participating in any Agency program.

Section 17. Agency to Accept and Participants to Deliver Yard and Wood Waste

Agency agrees that during the term of this Agreement it will receive wood and yard waste from each of the Participants. Participants agree that during the term of this Agreement each Participant will deliver the Exhibit A wood and yard waste tonnage as a minimum. The Exhibit A tonnage is 25% of the wood and yard waste from each participant as identified in the 1991 Waste Characterization Study. If a participant is unable to deliver the established minimum tonnage they may deliver whatever amount they so choose but they will not have a vote in the operation of that particular item (either yard waste or wood waste). The Participants will cooperate with each other to maximize use of the System and to promote its use. If Agency is unable to dispose of the Products of the System to third parties, each Participant agrees to pick up, transport, and take back the remaining Products in proportion to the amounts delivered to the System. For example, if Agency is able to dispose of one-half of the Products to third parties and one City delivers one-fifth of the total amount of the wood and yard waste to the Treatment System, then that City agrees to pick up, transport, and take back one-tenth of the total amount of the Products produced by the System.

Section 18. Public Education -- Allocation of Costs

Agency shall develop a public education program in consultation with the Participants. The public education program shall be designed to maximize the utilization of the yard and wood waste Treatment System and the household hazardous waste facility. In addition, the Agency may develop educational programs designed to divert the maximum amount of materials from disposal at the Central Landfill site. The County agrees to collect a tonnage tipping fee on refuse entering landfill sufficient to pay all capital improvement costs and all operating costs of the program.

Section 19. Reimbursement of County Costs for Information System and Regulatory Compliance Costs.

County agrees to provide an information system capable of tracking each load of yard and wood waste. Agency agrees the County will be reimbursed from the Cost Center established in the enterprise landfill tipping fee account for reasonable costs of maintaining that information system in the amount determined by the County's Public Works Director.

Agency agrees to reimburse County for County's costs, as determined by its Public Works Director, incurred to form the Agency. Once formed, Agency agrees to reimburse County for all new or additional costs incurred by County as a result of the

activities of the Agency. Such costs include, but are not limited to, the following: (1) the cost of obtaining required permits from regulatory agencies and the cost of complying with the requirements and conditions of those permits; (2) cost of operating a storm water treatment facility, if needed to prevent excess nitrogen from entering the water from the compost. (3) any cleanup costs (including monitoring costs) incurred as a result of Agency activities for as long as required.

Section 20. Term of This Agreement

The term of this Agreement shall be for twenty-five (25) years. This Agreement shall take effect and begin on the date the Agreement is executed by the last Participant to execute the Agreement. This Agreement may be extended from year to year thereafter by mutual agreement of the Participants.

Should any city desire to withdraw from the JPA a ninety (90) day notice shall be submitted in writing to the Agency. A penalty as set by the JPA and adjusted from time to time to reflect the impact on the JPA shall be paid by the City to the Agency for the withdrawal.

Section 21. Records and Accounts

Agency will keep proper books and records including, but not limited to, types and quantities of wastes received from each jurisdiction which, upon written request, shall be subject to inspection by any duly authorized representative of Participants. Agency will cause the books and records to be kept, and audit to be made, in accordance with the statutory requirements for Joint Powers Agencies. The Agency will make quarterly reports of System operations and of all receipts to and disbursements from the Agency. One copy of the report shall be given to each Participant. The expense of these audits and reports and all recordkeeping and accounting costs shall be an operation and maintenance cost of the Joint Powers Agency.

Section 22. Liabilities and Limitations of Parties

Agency agrees to maintain and operate the Treatment System in a competent and diligent manner to the end that requirements set by the California Integrated Waste Management Board and any other agency having jurisdiction thereof are met. In the event of litigation concerning alleged failure to meet performance requirements, Participants and Agency shall cooperate in the defense. Agency shall assume liability for cost of litigation, settlement of claim, and of any penalty unless it is determined by a court of law, arbitration, or other legal process, that the alleged failure was caused by the negligence, malfeasance, or other culpable act(s) of another. Liabilities of Participants, due to their own acts or negligence prior to creation of Agency, will not be assumed by the Agency.

Agency agrees to indemnify Participants against all liability arising out of Agency's negligence.

Section 23. Insurance

The Agency shall maintain liability insurance so long as this Agreement is in effect and for at least one (1) year thereafter, which insurance shall name each of the Participants as an additional insured for any liability arising out of Agency's activities. The expense of such insurance shall be a proper operation and maintenance charge. This insurance shall provide coverage to an initial policy limit of two million dollars and shall be adjusted up or down as requested by the County Risk Manager at least once each year prior to JPA budget preparation. Provided that all Participants unanimously concur, Agency may elect to establish a self-insurance program.

Section 24. Severability

If any section, subsection, sentence, clause, phrase or word of this Agreement, or the application thereof, to either party, or to any other person or circumstance is for any reason held invalid, it shall be deemed severable and the validity of the remainder of the Agreement or the application of such provision to the other party, or to any other persons or circumstances shall not be effected thereby. Each party hereby declares that it would have entered into this Agreement and each section, subsection, sentence, clause, phrase and word thereof irrespective of the fact that one or more section, subsection, sentence, clause, phrase or word, or the application thereof to either party or any other person or circumstances be held invalid.

Section 25. Non-Tipping Fee Funding Sources

The Agency may apply for and receive funds or property or equipment from non-tipping fee sources such as, but not limited to, advance disposal fees, federal or state grant or loan programs, private contributions, and the like. Such funds, property, or equipment shall be used for any program properly authorized by Agency.

Section 26. Amendments to Agreement

This Agreement may be amended by a written amending Agreement signed by all Participants.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA



City Clerk

By 
0 1

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

[REDACTED]

By [REDACTED]

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

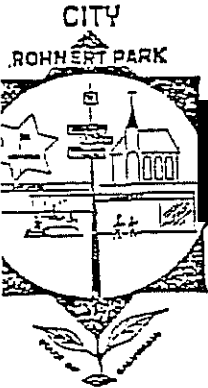
By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____



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CITY OF SANTA ROSA

City Clerk

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ATTESTED:

CITY OF ROHNERT PARK

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CITY OF PETALUMA

City Clerk

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CITY OF ROHNERT PARK

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~~CITY OF CLOVERDALE~~

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

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ATTESTED:

CITY OF ROHNERT PARK

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CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

ATTESTED:

CITY OF COTATI

[REDACTED]

By [REDACTED]

ATTESTED:

CITY OF HEALDSBURG

City Clerk

By _____

ATTESTED:

COUNTY OF SONOMA

County Clerk

By _____

ATTESTED:

CITY OF COTATI

City Clerk

By _____

ATTESTED:

CITY OF HEALDSBURG

City Clerk

*
By _____

ATTESTED:

COUNTY OF SONOMA

County Clerk

By _____

ATTESTED:

CITY OF COTATI

City Clerk

By _____

ATTESTED:

CITY OF HEALDSBURG

City Clerk

By _____

ATTESTED:

COUNTY OF SONOMA

County Clerk

By _____

ATTESTED:

TOWN OF WINDSOR

City Clerk

By _____

EXHIBIT A

Wood Waste

<u>Participant</u>	<u>Minimum Tonnage (25% of Waste Generation Study Data for each partici- pant done by Emcon Assoc)</u>	<u>% of Tonnage</u>
Unincorporated County	12,083	53.52
Cloverdale	237	1.05
Cotati	232	1.03
Healdsburg	694	3.07
Petaluma	1,722	7.63
Rohnert Park	1,074	4.76
Santa Rosa	5,200	23.03
Sebastopol	658	2.91
Sonoma	<u>677</u>	<u>3.00</u>
	22,577	100%

Yard Waste

<u>Participant</u>	<u>Minimum Tonnage (25% of Waste Generation Study Data for each partici- pant done by Emcon Assoc)</u>	<u>% of Tonnage</u>
Unincorporated County	7,529	37.49
Cloverdale	288	1.43
Cotati	464	2.31
Healdsburg	483	2.40
Petaluma	2,496	12.43
Rohnert Park	1,423	7.08
Santa Rosa	6,342	31.58
Sebastopol	623	3.10
Sonoma	<u>438</u>	<u>2.18</u>
	20,086	100%

Gurule/Reports/Wood/Haz/Public Ed/12/05/91

EXHIBIT "B"

REQUEST FOR PROPOSALS FOR COMPOSTING, WOOD WASTE, AND YARD WASTE

The Cities of Sonoma County and the County of Sonoma have entered into a joint powers agreement to divert wood waste, yard waste, and tree stumps from the Sonoma County Central Landfill for more positive uses. In addition to saving valuable landfill space, the entities have the goal of gaining maximum recycling and diversion credits toward meeting the goals of AB 939. AB 939 requires that each city and county in California reduce their waste stream by 25% by 1995 and 50% by 2000 by recycling, reuse, diversion and source reduction.

Proposals are to be requested from interested parties to provide the full services necessary to divert the maximum amount of wood wastes, yard wastes, and tree stumps from the landfill and market the materials or products resulting from this diversion.

STRUCTURE OF AGREEMENT

The successful proposer will enter into an agreement with the Joint Powers Agency. The agreement will require the proposer to cooperate with and take direction from the County Public Works Director and his designees, including the Recycling, Marketing, and Solid Waste Manager. Additionally, the proposer must comply with all conditions of permits required for proposed activities.

SOURCE OF MATERIALS

Materials for the program will come from the following sources:

1. Four of the cities, Santa Rosa, Petaluma, Rohnert Park and Healdsburg, will provide yard waste material from a curbside pick up program. Residents will separate yard wastes into special containers which will be picked up by the franchise hauler for each city. This material will be delivered by the haulers to Central Landfill or other location specified by the successful proposer that meets with the Joint Powers Agency's (JPA's) approval and has the proper zoning and permits. The County is moving to secure permits that would allow wood chipping, yard waste shredding, and composting at the Central Landfill at 500 Mecham Road, Petaluma.

2. Self haul vehicles and debris boxes coming to the Central Landfill. At the Central Landfill a spotter will be on site to ensure that the yard wastes and wood wastes would be diverted from the waste stream and set aside for processing under this program. Specific location will be established for the materials which can be chipped or shredded on site or taken to another location for processing.

REUSABLE MATERIALS

The Central Landfill currently has a reuse yard for sale of reusable materials. The proposer will be required to set aside for resale reusable material received for processing. Reusable materials include dimensional lumber building materials, landscaping materials, furniture and other similar materials.

MARKETING AND END USE OF MATERIALS

Proposals shall include a plan for the marketing, sales and end use of the materials. Proposals shall include existing markets that proposer has for the various materials and plans for the marketing and sales of all the materials to be generated and produced by the program. Proposals shall include a plan to avoid or utilize wood containing hazardous materials such as creosote, CCA, pentachlorophenol, glues or other common potential contaminants. Since the end use of the product will affect AB 939, the marketing plan shall identify end use and the expected percentage and tonnage of AB 939 credit the cities and County will get under the proposal. Firm contracts for specific materials and viability of the purchaser of the materials will be identified.

INFORMATION AVAILABLE TO PROPOSERS

The cities and the County have available the Solid Waste Generation Study (SWGS) that was prepared by Emcon Associates to meet the requirements of AB 939. The SWGS contains information on yard waste and wood waste generated by each entity. This information is made available for purposes of scope of the project and is not a guarantee that these weights of materials will be available for the program. Weights and amounts of materials will be the subject of discussion with the proposer selected for negotiations. Proposals shall assume a minimum annual tonnage of 20,000 tons wood waste and 20,000 tons yard waste and shall be capable of expanding to three (3) times the minimum annual tonnage.

The County has available the number and size of tree stumps disposed of at the Central Landfill during a recent twelve-month period.

In addition to this information, the cities and County will make available other information that is requested that falls within the Public Records Act.

PROPOSAL EVALUATION

Proposals will be evaluated and from those proposals a number of the proposers will be selected for an interview by a committee. Each proposer selected for an interview will be given a proposed form of contract for approval which will be considered at the interview. Following the interviews, the committee will rate the proposals in order of recommendation for negotiation. After receiving authorization from the JPA, negotiations will be entered into with the number one rated firm. If negotiations are unsuccessful with the number one rated firm, negotiations will be entered into with the second rated firm and so on.

RESOLUTION NO. 92-006

Dated: June 17, 1992

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") ESTABLISHING POLICIES FOR THE ADMINISTRATION OF THE
AGENCY

WHEREAS, the Agency must establish policies for administration of the Agency's financial and operational business; and

NOW, THEREFORE, BE IT RESOLVED that the Members of the Agency hereby adopt the following financial and operational policies for administration of the Agency:

1. The Director of the Agency shall have the authority to authorize the payment of all administrative and minor expenses to the extent that such expenses have been provided for under Agency's adopted budget(s). The Director shall provide the Members with a monthly summary of all expenses incurred and authorized to be paid in accordance with this policy. For purposes of this policy "minor expense" shall mean any expense less than Five Thousand Dollars (\$5,000.00). All other expenses shall be first authorized by a majority vote of the Members. Notwithstanding anything stated to the contrary above, all expenses that exceed \$50,000 shall be authorized by a unanimous vote of the Members.

2. The Director shall provide the members with a monthly report from the County Auditor summarizing all the expenses incurred in connection with that certain Memorandum of Understanding for Staff Services between the Agency and the County for the previous month.

3. Each Agency program shall have a start-up budget associated with putting such program into operation. The start-up budgets may include, without limitation, the following types of expenditures: administration salary and benefits; communications; liability insurance; printing; supplies; professional services; rental of equipment; building rental; small tools; enforcement agency fees; training; travel; and repayment of loans. Upon the unanimous approval by the Agency of any such start-up budget, a surcharge shall be established by the Agency and the Agency shall request the County Board of

COPY

RESOLUTION NO. 94-015

Dated: September 21, 1994

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") CLARIFYING RESOLUTION NO. 92-006 DATED JUNE 17, 1992
WHICH ESTABLISHED POLICIES FOR THE ADMINISTRATION OF THE AGENCY

WHEREAS, the Agency has adopted Resolution No. 92-006 which establishes policies for the administration of the Agency's financial and operational business; and

WHEREAS, the Members of the Agency desire to amend paragraph 1 of the policies in order to clarify that the Director of the Agency shall have the authority to authorize the payment of "minor expenses" less than \$5,000.00 including without limitation, items such as computers, printers, filing cabinets, office supplies, equipment rental, advertising services, training, travel, conference fees, and other similar administrative services and supplies.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Agency hereby amend the financial and operational policies for administration of the Agency to read as follows:

1. The Director of the Agency shall have the authority to authorize the payment of all administrative and minor expenses to the extent that such expenses have been provided for under Agency's adopted budget(s). The Director shall provide the Members with a monthly summary of all expenses incurred and authorized to be paid in accordance with this policy. For purposes of this policy "minor expense" shall mean any expense less than Five Thousand Dollars (\$5,000.00) and includes, without limitation, items such as computers, printers, filing cabinets, office supplies, equipment rental, advertising services, training, travel, conference fees, and other similar administrative services and supplies. All other expenses shall be first authorized by a majority vote of the Members. Notwithstanding anything stated to the contrary above, all expenses that exceed \$50,000 shall be authorized by a unanimous vote of the Members.

2. The Director shall provide the members with a monthly report from the County Auditor summarizing all the expenses incurred in connection with that certain Memorandum of Understanding for Staff Services between the Agency and the County for the previous month.



SLB779

-1-

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

ATTEST:

DATE:

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

COPY

RESOLUTION NO. 95-002

Dated: January 18, 1995

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY"), RATIFYING THE NAME OF THE AGENCY

WHEREAS, although the name of the Agency is on file with the State of California, the Members of the Agency never formally adopted the name; and

WHEREAS, the County Auditor has recommended that the Members of the Agency ratify the name chosen for the joint powers agency that has been in effect since April 15, 1992.

NOW THEREFORE BE IT RESOLVED that the Members hereby ratify the name of the joint powers agency, "Sonoma County Waste Management Agency", that has been in effect since the very first meeting of the Agency.

MEMBERS:

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

AYES -9- NOES -0- ABSTAIN -0- ABSENT -1-

SO ORDERED.

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

ATTEST: _____ DATE: _____

[redacted] of the Sonoma County Waste
Management Agency of the State of California,
in and for the County of Sonoma.

FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITIES OF SONOMA COUNTY AND SONOMA COUNTY
FOR A JOINT POWERS AGENCY TO DEAL WITH WASTE MANAGEMENT ISSUES

This First Amendment (the "Amendment"), dated [REDACTED] is by and between the Cities of the County of Sonoma and the County of Sonoma. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, the Cities of the County of Sonoma and the County of Sonoma entered into that certain Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues ("Agreement"); and

WHEREAS, Section 40970 and following of the California Public Resources Code allows for jurisdictions to create regional agencies for the purpose of implementing, monitoring and reporting programs to meet the goals established by the Integrated Waste Management Act of 1989; and

WHEREAS, the Participants will realize savings in staff time and resources to meet the monitoring and reporting requirements of the Integrated Waste Management Act of 1989 if the Agreement is amended to form such a regional agency.

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

AGREEMENT

1. Section 1 of the Agreement (Definitions) is hereby revised to add the following new definitions:

"Act. The term "Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.) and all regulations adopted under that legislation and any amendments to that legislation and regulations."

"Regional Agency. The term "Regional Agency" means the designation of the Sonoma County Waste Management Agency as a "Regional Agency" by the California Integrated Waste Management Board in compliance with Section 40975 of the Public Resources Code."

2. The following new section shall be added to the end of the Agreement as follows:

"Section 27. Regional Agency

Formation of Regional Agency. The Participants hereby desire to use the structure of the Agency as a Regional Agency for purposes of Section 40971 of the Act. As a result, all Participants are hereby deemed to be member agencies of the Regional Agency.

Civil Penalties. The Agency shall research the cause for which civil penalties are being levied. Research may include, but is not limited to, any of the following: review of landfill disposal origin data, review of hauler origin data, performance of a solid waste disposal study, performance of a solid waste characterization study and/or performance of a solid waste diversion study. Agency shall coordinate with responsible Participant(s) of the Regional Agency and the California Integrated Waste Management Board to identify corrective steps that might be taken prior to assessment of penalties, if any. The Agency shall assign responsibility for payment of any civil penalties as follows:

- (a) that the Agency shall pay the entire of the penalty; or
- (b) that an individual Participant is responsible for the assessment of the civil penalty and that the entire penalty shall be therefore imposed upon that Participant for payment of the penalty; or
- (c) that multiple Participants, but not all Participants, are responsible for the assessment of the penalty and that the penalty shall be therefore allocated equally and imposed upon those responsible Participants.

Contingency Plan. Should the Regional Agency be dissolved for any reason, each Participant shall be responsible for complying with the requirements of the Act within their respective jurisdictional boundaries in accordance with the programs set out in the Regional Agency documents, such as Integrated Waste Management Plan Summary, Siting Element, and Annual Reports for the Source Reduction and Recycling Element and Household Hazardous Waste Element, as they apply to individual jurisdictions.

Participant's Duties and Responsibilities. Each Participant is responsible for implementing the programs set forth in Regional Agency documents as they apply to individual jurisdictions, and each Participant is responsible for meeting the diversion requirements of the Act within its jurisdictional boundaries.

Planning and Monitoring Documents. The Source Reduction and Recycling Elements, Household Hazardous Waste Elements, the Non-Disposal Facility Elements, and the Countywide Integrated Waste Management Plan Summary and Siting Element shall serve as the planning and monitoring documents for the Regional Agency until such time as they are replaced by regional planning documents. The County's document shall serve as the document for the City of Windsor. Henceforth, all necessary documentation shall be created by the Regional Agency."

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of Agency arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

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FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITIES OF SONOMA COUNTY AND SONOMA COUNTY
FOR A JOINT POWERS AGENCY TO DEAL WITH WASTE MANAGEMENT ISSUES

This First Amendment (the "Amendment"), dated as of January 24, 1996 is by and between the Cities of the County of Sonoma and the County of Sonoma. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, the Cities of the County of Sonoma and the County of Sonoma entered into that certain Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues ("Agreement"); and

WHEREAS, Section 40970 and following of the California Public Resources Code allows for jurisdictions to create regional agencies for the purpose of implementing, monitoring and reporting programs to meet the goals established by the Integrated Waste Management Act of 1989; and

WHEREAS, the Participants will realize savings in staff time and resources to meet the monitoring and reporting requirements of the Integrated Waste Management Act of 1989 if the Agreement is amended to form such a regional agency.

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

AGREEMENT

1. Section 1 of the Agreement (Definitions) is hereby revised to add the following new definitions:

"Act. The term "Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.) and all regulations adopted under that legislation and any amendments to that legislation and regulations."

"Regional Agency. The term "Regional Agency" means the designation of the Sonoma County Waste Management Agency as a "Regional Agency" by the California Integrated Waste Management Board in compliance with Section 40975 of the Public Resources Code."

2. The following new section shall be added to the end of the Agreement as follows:

"Section 27. Regional Agency

Formation of Regional Agency. The Participants hereby desire to use the structure of the Agency as a Regional Agency for purposes of Section 40971 of the Act. As a result, all Participants are hereby deemed to be member agencies of the Regional Agency.

Civil Penalties. The Agency shall research the cause for which civil penalties are being levied. Research may include, but is not limited to, any of the following: review of landfill disposal origin data, review of hauler origin data, performance of a solid waste disposal study, performance of a solid waste characterization study and/or performance of a solid waste diversion study. Agency shall coordinate with responsible Participant(s) of the Regional Agency and the California Integrated Waste Management Board to identify corrective steps that might be taken prior to assessment of penalties, if any. The Agency shall assign responsibility for payment of any civil penalties as follows:

- (a) that the Agency shall pay the entire of the penalty; or
- (b) that an individual Participant is responsible for the assessment of the civil penalty and that the entire penalty shall be therefore imposed upon that Participant for payment of the penalty; or
- (c) that multiple Participants, but not all Participants, are responsible for the assessment of the penalty and that the penalty shall be therefore allocated equally and imposed upon those responsible Participants.

Contingency Plan. Should the Regional Agency be dissolved for any reason, each Participant shall be responsible for complying with the requirements of the Act within their respective jurisdictional boundaries in accordance with the programs set out in the Regional Agency documents, such as Integrated Waste Management Plan Summary, Siting Element, and Annual Reports for the Source Reduction and Recycling Element and Household Hazardous Waste Element, as they apply to individual jurisdictions.

Participant's Duties and Responsibilities. Each Participant is responsible for implementing the programs set forth in Regional Agency documents as they apply to individual jurisdictions, and each Participant is responsible for meeting the diversion requirements of the Act within its jurisdictional boundaries.

Planning and Monitoring Documents. The Source Reduction and Recycling Elements, Household Hazardous Waste Elements, the Non-Disposal Facility Elements, and the Countywide Integrated Waste Management Plan Summary and Siting Element shall serve as the planning and monitoring documents for the Regional Agency until such time as they are replaced by regional planning documents. The County's document shall serve as the document for the City of Windsor. Henceforth, all necessary documentation shall be created by the Regional Agency."

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of Agency arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.



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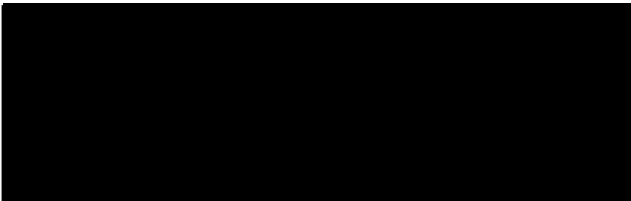
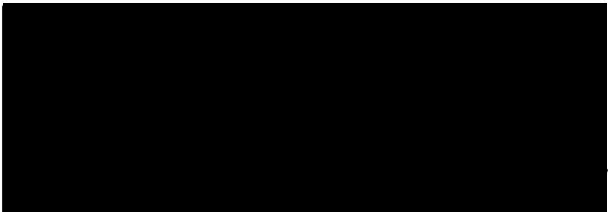
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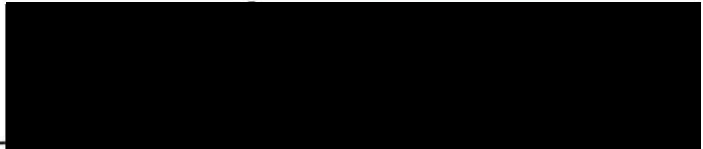
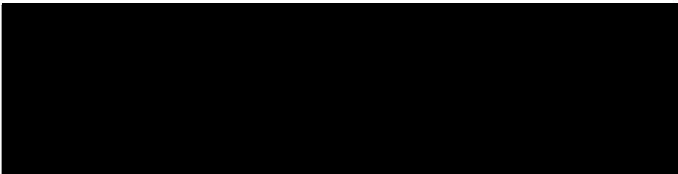
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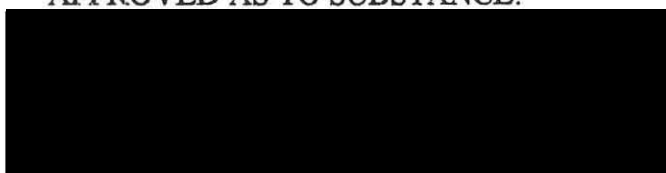
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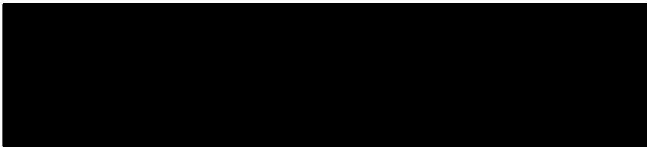
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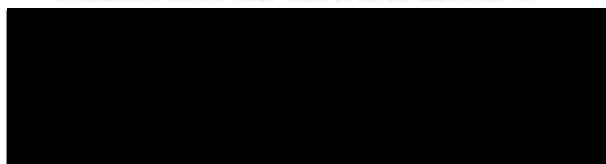
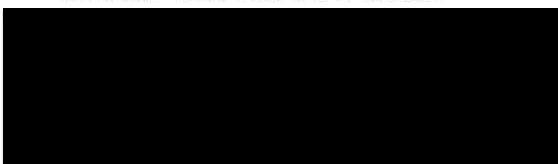
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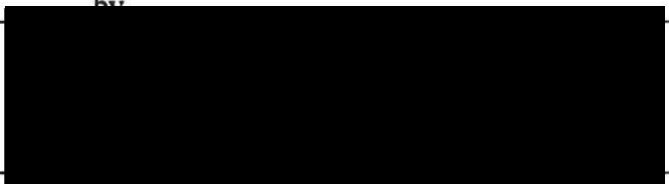
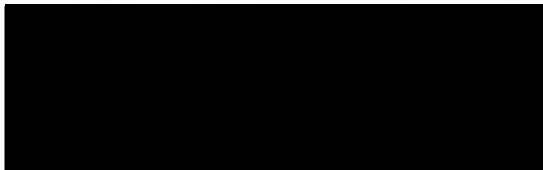
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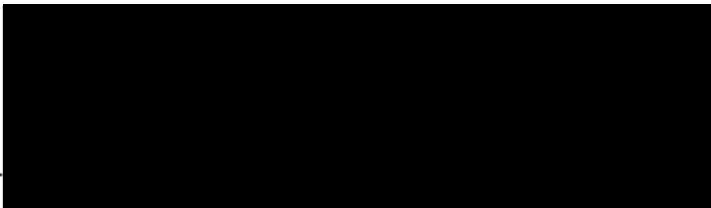
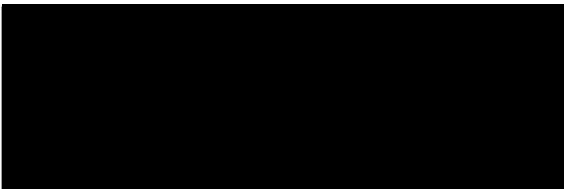
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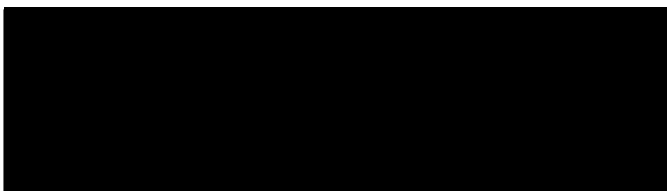
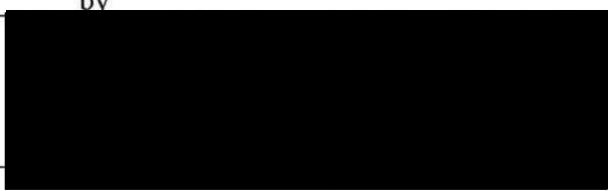
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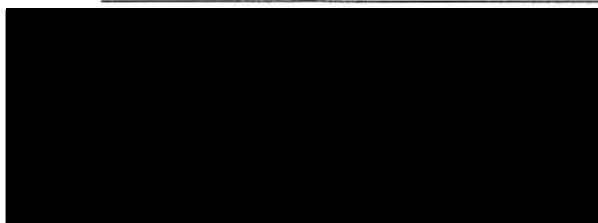
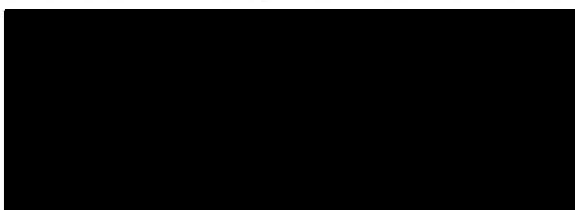
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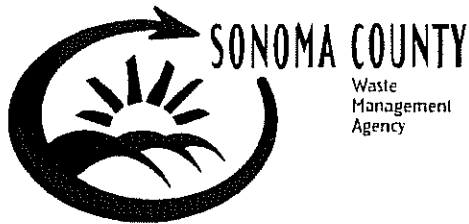
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Agenda Item # 5.2
Cost Center: All
Staff Contact: Ken Wells
Agenda Date: 12/20/2006

ITEM: Amend SCWMA Rules of Governance

I. BACKGROUND

The Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues, approved February 11, 1992, states in Section 4. Composition of Joint Powers Agency, "A quorum shall consist of one-half or more of the members", which is five members. Further, Section 4 of the Agreement states "The majority vote of a quorum is sufficient for action."

The Rules of Governance approved by the Board at the April 15, 1992 meeting contain language (Rule 7) defining a quorum as a majority (6) of the members and that an action is binding if a majority of all members concur.

II. DISCUSSION

In order to resolve these conflicts the Rules of Governance need to be amended in order to be consistent with the Agreement and define a quorum as one-half or more of the Agency members with a majority vote of a quorum sufficient for action.

III. FUNDING IMPACT

There is no funding impact to the Agency budget for amending the Rules of Governance.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends amending the Rules of Governance to define a quorum of the Agency Board of Directors as being one-half (five) or more of the members and a majority vote of a quorum being sufficient for action.

**RULES OF GOVERNANCE
OF THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY")**

RULE 1: The Director, in consultation with the Chair, shall prepare an agenda for each meeting of the Agency. The agenda shall contain a brief general description of each item of business to be discussed at the meeting. At least 72 hours before a regular meeting, the Director shall post the agenda in a location that is freely accessible to members of the public during regular business hours.

RULE 2: Whenever possible, staff shall deliver a copy of the agenda for any regular meeting to each member of the Agency ten (10) days in advance of such meeting.

RULE 3: Unless otherwise provided by law, the Agency may make any disposition of a matter properly before it that it deems advisable.

RULE 4: The Chair shall preserve order and decorum and shall decide questions of order subject to an appeal to the Agency.

RULE 5: All questions of law shall be referred to the Agency's counsel for an opinion.

RULE 6: Each agenda shall provide an opportunity for members of the public to address the Agency directly on items of interest to the public that are within the subject matter jurisdiction of the Agency. The total time allocated for public testimony on any particular issue shall be 10 minutes. Any person desiring to address the Agency shall, when recognized by the Chair, speak from the rostrum and give his or her name and address to the Clerk and limit his or her statement to 5 minutes. In order to facilitate the business of the Agency, the Chair may further modify the time of each such address.

RULE 7: ~~A majority~~ One half or more of the members of the Agency constitute a quorum for the transaction of business. No act of the Agency shall be valid or binding unless a majority of a quorum ~~all members~~ concur therein. Provided, however, that a unanimous vote of all members of the Agency is required for action on: (a) major program expansion(s); (b) capital expenditures greater than \$50,000; ~~or~~ and (c) adoption of annual budgets.

RULE 8: A member may initiate voting on a matter by requesting the Chair to call for the question.

RULE 9: Members may vote "aye," "no," or "abstain."

RULE 10: A vote of "abstain" does not constitute concurrence and does not constitute a "no" vote.

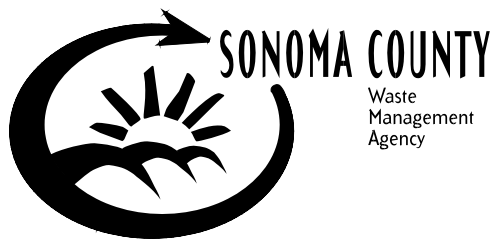
RULE 11: Emergency meetings and special meetings shall be called as provided in Sections 54956 and 54956.5 of the Government Code. Closed sessions shall not be scheduled nor conducted without prior consultation with the Agency's counsel.

RULE 12: At the first meeting in each calendar year the Agency shall elect a Chair and a Vice-Chair and a Chair Pro Tempore. When the Chair is absent, his or her duties shall be assumed Vice-Chair. If both the Chair and the Vice-Chair are absent, the Chairman Pro Tempore shall perform the duties of the Chair.

RULE 13: The Chair may, from time to time, appoint such subcommittees of the Agency as are necessary and convenient.

RULE 14: These rules shall be reviewed by the Agency at the first meeting in each calendar year.

RULE 15: The Chair, Vice-Chair, and the Chair Pro Tempore shall serve at the will and pleasure of the Agency.



Agenda Item #:7
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 4/18/2012

ITEM: Oil Program RFP

I. BACKGROUND

In May 2003, the Agency entered into an agreement with C² Alternative Services to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs. C² Alternative Services assists Agency staff to accomplish the goals of the Used Oil Recycling Program, which is currently funded under a Used Oil Block Grant (UBG) and Oil Payment Program (OPP) from the Department of Resources Recycling and Recovery (CalRecycle). Starting in Fiscal Year 12/13, this program will be funded solely by OPP funds.

C² Alternative Services is contracted to do the following work:

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

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

- The First Amendment to the agreement was approved on May 17, 2006, extending the term to June 30, 2007.
- The Second Amendment was approved on May 16, 2007, extending the term until June 30, 2008 with an amended Scope of Work and Payment Terms Schedule. The Scope of Work (Exhibit A) was modified to include implementation of various additional tasks developed in earlier stages of the contract. The Payment Schedule (Exhibit B) was modified to update the billing rates for C² Alternative Services staff time from 2003 staff billing rates.
- The Third Amendment was approved on June 18, 2008, extending the term until June 30, 2009.
- The Fourth Amendment was approved on April 15, 2009, extending the term until June 30, 2010.
- The Fifth Amendment was approved on April 21, 2010, extending the term until June 30, 2012.
- The Sixth Amendment was approved on January 18, 2012 and added an additional Scope of Work in Fiscal Year 2011-2012 only.

At the February 15, 2012 Agency Board meeting, the Agency Board directed staff to develop a Request for Proposals (RFP) and come back to the Board with a Draft RFP.

It was explained to the Board that C² Alternative Services will be needed to meet the reporting requirements for the Fiscal Year 11/12 reporting. If C² Alternative Services is not the selected Proposer, then arrangements will need to be made to hire C² Alternative Services for the purposes of completing the Fiscal Year 11/12 annual report. C² Alternative Services is required to assist with the reporting requirements through the duration of their contract, which expires on June 30, 2012.

II. DISCUSSION

Staff has prepared a Draft RFP for the Agency Board's approval. The Scope of Work has not changed from the current Agreement to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs. The selected Proposer, from this RFP, would continue implementation of the Agency's existing Oil Program. The Scope of Work is attached to this RFP and outlines the tasks the selected Proposer will be responsible for completing under a contract.

III. FUNDING IMPACT

The Agreement to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs will be funded with OPP funds. The Agency was awarded \$154,350 through OPP2. All funds shall be available for expenditure until June 30, 2013. It is expected that the Agency will continue to receive OPP funds annually.

Historically \$62,825 is allocated to the Oil Contractor for this Agreement through the Household Hazardous Waste Professional Services budget.

Since this Agreement is reliant on the OPP funds from CalRecycle which are allocated annually, the selected Proposer may only expend the budget for the then-current fiscal year (July 1 to June 30), plus any funds rolled over from the prior fiscal year, regardless of the total value of this Agreement.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

1. Staff recommends:

Issue a Request for Proposal (RFP) for Services to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs and return to the Board with a selected Proposer.

V. ATTACHMENTS

Draft RFP to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs
Draft Exhibit A- Scope of Work
Draft Exhibit B- Proposal Authorization and Acknowledgement Form
Draft Exhibit C- Form of Agreement
Draft Attachment A- Scoring Criteria

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



April 20, 2012

REQUEST FOR PROPOSALS

**TO AUDIT OIL RECYCLING CENTERS AND COORDINATE
OIL RECYCLING PUBLICITY AND PROGRAMS
FOR THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

Proposals due 3:00 p.m. on May 21, 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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1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

AGENCY:	The Sonoma County Waste Management Agency, a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.
CALRECYCLE:	The Department of Resources Recycling and Recovery (CalRecycle) is responsible for solid waste management activities in California.
CONTRACTOR	Oil Contractor
DO-IT-YOURSELF	Do-it-yourself oil changers
OPP	CalRecycle's Oil Payment Program is non-competitive and provides payments/funds to establish and maintain used oil and used oil filter collection/recycling programs
RFP	Request for Proposals

1.2 Overview of Requested Services

The Sonoma County Waste Management Agency (AGENCY) is seeking an Agreement through February 11, 2017 with a CONTRACTOR to audit oil recycling centers and coordinate oil recycling publicity and oil programs in Sonoma County. Currently funded through CalRecycle's Oil Payment Program, the Agency operates a program to encourage recycling opportunities and help prevent illegal disposal for used motor oil and filters.

Exhibit A: Scope of Work will define the proposed scope of services for this RFP.

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

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 **May 4, 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 **May 4, 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 **May 21, 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: **"RFP to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs"** 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. For Evaluation Criteria, refer to Attachment A.

3.3 Rights of the AGENCY

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

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

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

4. PROPOSAL REQUIREMENTS

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

4.1 Submission Requirements

Please submit the following information:

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.

2. History and Experience

The proposal must contain the PROPOSER's History and Experience (Attachment A).

3. Budget

The proposal must contain a Budget (Attachment A) specific to Exhibit A: Scope of Work which includes budget allocations for staff time, site visits, data collection, publicity, reporting, workshops and meetings, etc.

4. Resumes of Key Personnel

The proposal must contain resumes of the key personnel for this project.

5. Proposal Authorization and Acknowledgement Form

The proposal must contain a completed Exhibit B: Authorization and Acknowledgement Form

4.2 Proposed Scope of Work

The proposed scope of services is included in this RFP as Exhibit A – Scope of Work.

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.

See the sample contract (Exhibit C: Form of Agreement) for details

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:

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

4.5 Agreement to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs

The selected PROPOSER must execute the Agreement and submit Exhibit B, acknowledging their willingness to sign the Agreement to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs 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 to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs.

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
April 20, 2012	Distribution of RFP	AGENCY
May 4, 2012	Submit Addenda Distribution Information	PROPOSER
May 4, 2012	Submit Written Questions	PROPOSER
May 21, 2012	Proposals Due (3:00 p.m.)	PROPOSER
June 16, 2012	Award of Agreement (tentative)	AGENCY

6. ATTACHMENTS

- Exhibit A: Scope of Work
- Exhibit B: Proposal Authorization and Acknowledgement Form
- Exhibit C: Form of Agreement
- Attachment A Scoring Criteria

EXHIBIT A SCOPE OF WORK

CONTRACTOR shall assist AGENCY staff to accomplish the goals of the Used Oil Recycling Program, which is funded by the Department of Resources Recycling and Recovery's (CalRecycle) Oil Payment Program (OPP). The tasks to be addressed include:

- site visits and data gathering for certified collection centers in Sonoma County, as required by CalRecycle
- assist centers with various aspects of the program
- publicity & education on recycling of used oil and filters
- liaison with related programs
- assist with reporting requirements to CalRecycle

Task I. Site Visits to Used Oil Collection Centers

The site visits are anonymous field audits of oil recycling centers. The goals are to learn how well collection centers are serving the do-it-yourself public, and to determine compliance with CalRecycle requirements, such as signage and offering the rebate for used oil.

Sub-tasks:

- A. Use existing methodology, utilizing local car club volunteers.
- B. Conduct visits
- C. Compile results.
- D. Inform the centers of results with individual letters and follow-up as needed.
- E. Problem-solve to correct issues observed during visits.

Task II. Gather Data from Used Oil Collection Centers.

Interview managers of all collection centers by phone and/or in person, and collect and tabulate log forms where available. Goals are to learn of any questions or issues managers need help with; to complete information gathering required by CalRecycle; and to determine the quantity of oil and oil filters collected from the do-it-yourself public. This will also include gathering information from public-sponsored programs.

Sub-tasks:

- A. Conduct phone interviews and/or site visits.
- B. Follow-up on any issues or questions.
- C. Compile results of interviews.

Task III. Liaison for Related & Regional Programs

Examples include but are not limited to: 1) Local storm-water programs; 2) regional Spanish-language and English-learner outreach; 3) curbside oil and filter recycling; and 4) others as they arise. Attend meetings, plan coordinated efforts and allocate budgets subject to approval.

Task IV. Program Publicity

Inform the do-it-yourself public of the importance of recycling used oil and filters and of the locations of used oil collection centers. Audiences may include government and commercial fleet managers (for outreach on re-refined oil); and targeted groups such as high school students; Spanish-speaking or other ethnic resident groups; boaters; multifamily residents; etc.

Sub-tasks:

- A. Maintain accurate information for existing outreach efforts including the Eco-Desk recorded information (English and Spanish), the Sonoma County Recycling Guide (English and Spanish) and the Earth911.com website.
- B. Develop outreach program ideas such as media releases, ads in local publications, high school programs, special interest groups etc. Research issues and costs and make recommendations.
- C. Implement outreach programs, subject to approval. Utilize existing materials wherever possible.

Task V. Serve as Primary Contact for Collection Centers

Work with collection center managers to resolve questions, issues, and problems. Examples include illegal after-hours dumping of oil, contaminated oil, confusion regarding requirements and procedures of CalRecycle, etc.

Sub-tasks:

- A. Maintain contact with center managers; make sure they know who to call for help.
- B. Answer questions and concerns that arise during interviews or as initiated by center managers.
- C. Assist any new or prospective centers with logistics. This may include developing new centers, including researching needs for new equipment, etc.
- D. Provide centers with contamination detectors ("sniffers"), signs, and other program materials as needed.
- E. Contact each certified collection center as it becomes due for re-certification to provide assistance and answer questions and concerns.
- F. Keep centers stocked with Recycling Guides (English and Spanish) and information on the Household Hazardous Waste Facility, to provide information on management of contaminated oil and oil filters.
- G. Maintain the program to assist certified centers to obtain rebates from CalRecycle. This includes sending participating centers a rebate form each quarter, answering questions and seeking information from CalRecycle on their behalf.
- H. Receive and pay bills for oil filter collection and recycling from participating used oil collection centers.

Task VI. Workshops and Meetings**Sub-tasks:**

- A. Meet with AGENCY staff as needed, by phone and in person.
- B. Attend informational workshops and meetings sponsored by CalRecycle and others where information relevant to oil recycling is being disseminated.

Task VII. Reporting**Sub-tasks:**

- A. In addition to reports documenting specific tasks, draft portions of the AGENCY's Annual Report and Progress Reports required by CalRecycle related to performed work, as requested by staff.
- B. Maintain records including time logs, receipts, etc. as required by CalRecycle.



Exhibit B

RFP to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs

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 TO AUDIT OIL RECYCLING CENTERS AND COORDINATE OIL
RECYCLING PUBLICITY AND PROGRAMS

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 to Agency that it is duly qualified firm experienced in public education 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 assist in the implementation of its oil recycling.

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 to audit oil recycling centers and coordinate oil recycling publicity and programs. Contractor shall perform services as defined in Exhibit "A", Proposed Scope of Services, attached hereto and incorporated herein.

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

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

1.4 Assigned Personnel.

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

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the payment schedule attached hereto as Attachment B. Since this Agreement is reliant on the Oil Payment Program Funds from the Department of Resources Recycling and Recovery which are allocated annually, Contractor may only expend the budget for the then-current fiscal year, plus any funds rolled over from the prior fiscal year, regardless of the total value of this Agreement. The fiscal year for the Agency is from July 1 to June 30. Agency shall withhold ten percent (10%) retainer on all payments. Retainer shall be released upon satisfactory completion of the services set forth in Exhibit A, Scope of Work, at the end of each fiscal year.

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

Attachment A: Scoring Criteria

RFP to Audit Oil Recycling Centers and Coordinate Oil Recycling Publicity and Programs

To enable the Sonoma County Waste Management Agency (AGENCY) to evaluate potential Oil Contractors, please address each of the items below. AGENCY staff will evaluate the Proposals based on completeness of answers to the items below and use of the following scoring criteria. Each item (1-7) will be scored with a maximum score of 100 points being possible.

HISTORY AND EXPERIENCE:

Please provide answers to the following questions (additional pages may be attached to this form as needed):

Question 1 (15 points): General questions

Type of business?	How long practicing business?
How many employees (if any)?	Do you use bilingual employees?
Attach resumes of Key Personnel.	

Question 2 (10 points): Experience working with government departments

Have you worked with government agencies before? Please describe.

If yes, name agency/ office and date worked _____

Reference name _____ Reference phone _____

Question 3 (15 points): Experience coordinating used motor oil and filter recycling, publicity and auditing

Please provide your experience auditing oil recycling centers and coordinating oil recycling publicity programs?

If yes, explain? _____

Date worked _____

Reference name _____ Reference phone _____

Question 4 (15 points): Experience conducting education and outreach specific to solid waste and recycling

Experience conducting education and outreach specific to solid waste and recycling?

If yes, explain? _____

Date worked _____

Reference name _____ Reference phone _____

Question 5 (5 points): Familiarity with the Department of Resources Recycling and Recovery's Oil Payment Program

Please provide specific details.

Question 6 (10 points): Familiarity with solid waste management recycling and solid waste activities in Sonoma County

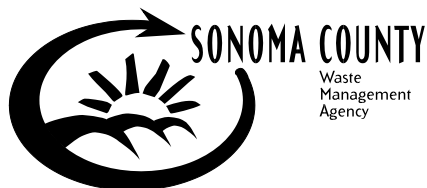
Please provide specific details.

BUDGET:

Company name_____ Contact person_____

Please complete a sample budget specific to this project (See Exhibit A: Scope of Services) which includes budget allocations for staff time, site visits, data collection, publicity, reporting, workshops and meetings, etc. Key Personnel: please include the principal hourly rate and all staff hourly rates.

Question 8 (No Points): 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.)



Agenda Item #: 8
Cost Center: Education
Staff Contact: Chilcott
Agenda Date: 4/18/2012

ITEM: Spanish Language Outreach Services Request for Proposals

I. BACKGROUND

Spanish Language Outreach is part of the implementation of one of the objectives in the Countywide Integrated Waste Management Plan (CIWMP) to encourage waste diversion in non-English speaking communities. Reflecting the goals in the CIWMP, the Agency implemented its first Spanish Language Outreach Program through award of a two-year Eco-Desk Spanish Language Pilot Project. The majority of the funding for the Spanish Language Outreach Services Contract has historically been paid through the UBG program and the new OPP program.

Date	Action/notes	Funding CalRecycle Grant Used Oil OPP	Funding Agency Education
2006 (Oct)	C² Awarded two-year contract for Spanish Language Eco-Desk Pilot Project (Expired March 31, 2008)	\$12,500 (FY 06-07) \$12,500 (FY 07-08)	\$7,500 (FY 06-07) \$7,500 (FY 07-08)
2008 (Jan)	Agency Board approved an extension of C² Agreement for the Spanish Language Eco-Desk Pilot Project from March 31, 2008 to June 30, 2008 to correspond with FY Budgeting (no cost implications) + requested staff to go out to bid.		
2008 (Apr-May)	RFQ distributed/received for Spanish Language Outreach Services The RFQ was based on lessons learned from the Spanish Language Eco-Desk Pilot Project. In response to the RFQ two proposals were received: 1) C ² and 2) Calif. Human Development		
2008 (June)	C² Awarded two-year contract for Spanish Language Outreach Services (Contract expired June 30, 2010) Contract Scope of Work requires Used Oil Recycling education to meet CalRecycle Grant/ OPP terms & conditions.	\$15,000 (FY 08-09) \$15,000 (FY 09-10)	\$9,000 (FY 08-09) \$9,000 (FY 09-10)
2010 (Apr-May)	RFP distributed/received for Spanish Language Outreach Services In response to the RFP one proposals was received from C ²		
2010 (June)	C² Awarded two-year contract for Spanish Language Outreach Services (Contract expires June 30, 2012) Contract Scope of Work requires Used Oil Recycling education to meet CalRecycle Grant OPP terms & conditions.	\$18,886 (FY 10-11) \$18,886 (FY 11-12)	\$5,114 (FY 10-11) \$5,114 (FY 11-12)

At the February 15, 2012 meeting, Board members approved the Work Plan for FY 12-13 which allocated \$24,000 for Spanish Language Outreach funded by the HHW Cost Center with CalRecycle Grant OPP funding (\$18,886) and the Education Cost Center (\$5,114). At that meeting, the Board also directed staff to issue an RFP for Spanish Language Outreach Services.

II. DISCUSSION

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

The intent is to award a new contract at the June 20, 2012 Board meeting to avoid a delay in service.

III. FUNDING IMPACT

The Work Plan for FY 12-13 allocates \$24,000 for Spanish Language Outreach funded by the HHW Cost Center with CalRecycle Used Oil Grant money (\$18,886) and the Education Cost Center (\$5,114).

As this contract is for two-years, staff anticipates that a similar level of funding will be available in the FY13-14 budget.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

V. ATTACHMENTS

Draft RFP for Spanish Language Outreach Services for Used Motor Oil/Filter Recycling and Solid Waste Recycling for the Sonoma County Waste Management Agency
Draft Exhibit A- History and Experience/Outreach Plan and Budget
Draft Exhibit B- Proposal Authorization and Acknowledgement Form
Draft Exhibit C- Form of Agreement

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



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

Proposals due 3:00 p.m. on May 21, 2012

Submit proposal to:

Karina Chilcott, 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.

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

CONTRACTOR Spanish Language Outreach contractor

RFP Request for Proposals

1.2 Overview of Requested Services

The Sonoma County Waste Management Agency (AGENCY) is seeking a two-year agreement, including multiple one-year extensions until February 11, 2017, for \$24,000 annually with a CONTRACTOR to conduct Spanish language outreach services for used motor oil/filter recycling and solid waste recycling activities in Sonoma County.

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

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

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

Questions must be submitted no later than 3:00 p.m. on **May 7, 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 by **May 7, 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. One (1) 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 **May 21, 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: "Spanish Language Outreach Services" in the address. Proposals must be addressed and delivered to the AGENCY contact found in Section 2.1 above.
3. Each proposal shall be printed on 8 1/2" by 11" paper, double-sided where appropriate, or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content.
4. Each proposal shall include all information required by this RFP and any subsequent addenda.
5. Proposals received after the required submittal date will be rejected and will be returned unopened. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Evaluation Process

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

3.3 Rights of the AGENCY

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

1. Award an agreement for services described in this RFP.
2. Reject all proposals and not award an agreement.

Request for Proposals for Spanish Language Outreach Services for the Sonoma County Waste Management Agency

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

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

4. PROPOSAL REQUIREMENTS

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

4.1 Submission requirements

Please submit the following information:

a) Complete a Letter of Submission

- The proposal must contain a submission letter that contains the PROPOSER's unconditional acceptance of the performance obligations set forth in the RFP. An officer of the proposing entity authorized to bind the PROPOSER to the proposal terms must sign this letter.
- The Letter of Submission shall also include a description of the ownership of the proposing company, including, but not limited to:
 - Official name and address. Indicate the type of entity and list its officers (e.g. corporation, partnership, sole proprietorship). Indicate the date and place of incorporation or organization.

- If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
 - Federal Employer I.D. Number
 - Complete name, mailing address, phone number, fax number and email address (if available) of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.
- b) Complete the form “History and Experience” (Attachment A)
- c) Complete a sample “Outreach Plan and Budget” (Attachment A) specific to this project which includes budget allocations for meetings, staff time, media buys, reporting etc. Please make sure that the total budget does not exceed \$24,000. This draft outreach plan, once approved, will become your Scope of Work/Budget.
- d) Resumes of key personnel
- e) Complete Exhibit B: Proposal Authorization and Acknowledgement Form

4.2 Insurance

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

4.3 Agreement for consulting services

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

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
April 19, 2012	Distribution of RFP	AGENCY
May 7, 2012	Submit Written Questions	PROPOSER
May 21, 2012	Proposals Due	PROPOSER
June 20, 2012	Award of Agreement (tentative)	AGENCY

Exhibit A

History and Experience/Outreach Plan and Budget

ABOUT THE SONOMA COUNTY WASTE MANAGEMENT AGENCY:

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

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

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

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

Recycling Guide English & Spanish—The Sonoma County Recycling Guide is a 32-page annual resources that compliments the Eco-Desk and web site. A Spanish version of the Guide was distributed in 2011 and 2012.

ABOUT THE AGENCY'S USED OIL RECYCLING PROGRAM:

Funded by block grants from CalRecycle, the Agency operates a program to encourage recycling opportunities and help prevent illegal disposal for used motor oil and filters. Since 2003, C² Alternative Services, a contractor, has assisted staff of the Sonoma County Waste Management Agency with administrative tasks including auditing oil recycling centers and coordinating oil recycling publicity. C² Alternative Services contract for services will expire on June 30, 2012.

PILOT ECO-DESK SPANISH LANGUAGE PROJECT BACKGROUND:

In October 2006, the Agency awarded a contract to C² Alternative Services to conduct a pilot Spanish Eco-Desk project test outreach to Spanish-speaking residents to increase used oil and solid waste recycling using social marketing outreach. Lessons learned from the pilot project included increased budget for more media and community based social marketing activities, more translation services for Agency publications and a reduced budget for answering Eco-Desk calls.

SPANISH LANGUAGE OUTREACH PROJECT BACKGROUND:

Employing a RFP process, C2 Alternative Services was awarded a two-year Spanish Language Outreach Contract in 2010. The two-year \$48,000 contract which will expire on June 30, 2012 was paid for with CalRecycle Used Oil Grant money (62.5%) and through the Agency's Education budget (37.5%).

Tasks and related budget for one year in the current Spanish Language Outreach Scope of Work include:

Task	Cost in current Spanish Language Outreach contract
Media and Community Based Social Marketing <ul style="list-style-type: none"> Maintain and develop relationships with appropriate available media. Interviews, media appearances, feature stories. Person to person outreach through local events. 	\$17,360
Answer hotline calls <ul style="list-style-type: none"> Calls will be answered by bilingual staff (Spanish/ English) 9am to 5pm Monday-Friday. Messages left outside these hours will be answered the following business day. All calls will be logged in the Agency- provided Access database. Consult SCWMA staff and other sources to obtain information for callers. Monitor data to determine which outreach methods/ media are generating calls. 	\$2,225
Assist Agency staff with Spanish-language outreach <ul style="list-style-type: none"> Assist in preparation and manage distribution of the Spanish Recycling Guide to residents in Sonoma County. Provide translation services as needed. 	\$2,620
Reporting and administration <ul style="list-style-type: none"> Record-keeping including any forms required by CalRecycle or other grantors. SCWMA staff and other sources to obtain information for Callers. <p>Progress reports as required for reporting to the Sonoma County Waste Management Agency Board Members and for the CalRecycle Used Oil Block Grant program.</p>	\$1,795
Total	\$24,000

DESCRIPTION OF SERVICES REQUIRED:

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

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

- To develop and maintain relationships with Hispanic media (radio, newspaper and TV) including determining target audiences, doing media appearances, feature stores, etc.
- To conduct person-to-person outreach through public event venues, businesses and other locations frequented by Spanish-speaking people.
- To answer the Spanish Eco-Desk 565-3375 option #2 and record these calls in a provided Access database.

- To consult with Agency staff and other sources to obtain information as needed for Eco-Desk callers.
- To monitor Eco-Desk caller referrals to determine which outreach methods are generating calls.
- To provide Spanish translations services to Agency staff as needed for various outreach materials.
- To assist in preparation and manage distribution of the Spanish Recycling Guide to residents in Sonoma County.
- To keep records, including any forms required for reimbursement for the CalRecycle Used Oil Grant program.
- To write progress reports as required for reporting to the Sonoma County Waste Management Agency Board Members and for the CalRecycle Used Oil Block Grant program.
- To prepare press releases as needed throughout the project.
- To prepare an outreach/media buy plan of all activities, not to exceed \$24,000, including staff time.

EVALUATION CRITERIA:

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

HISTORY AND EXPERIENCE:

Please provide brief answers to the following questions:

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

OUTREACH PLAN AND BUDGET

Company name _____ Contact person _____

Question 8 (30 points): Outreach plan and budget

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

DRAFT



Exhibit B

Spanish Language Outreach Services

PROPOSAL AUTHORIZATION AND ACKNOWLEDGEMENT FORM

NAME OF PROPOSER _____

ORGANIZATION _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Professional Services (Exhibit C) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until _____, 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 PROFESSIONAL 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 Spanish Language Outreach Services for Used Motor Oil/Filter and Solid Waste Recycling and related services; and

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

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

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 Spanish Language Outreach Services. Contractor shall perform services as defined in Exhibit "A", History and Experience/Outreach Plan and Budget.

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 July 1, 2012 to June 30, 2014, with annual extensions upon mutual agreement unless terminated earlier in accordance with the provisions of Article 4, below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

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

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

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

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

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

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

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

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

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

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

6.4 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: Karina Chilcott
2300 County Center Drive, Suite 100 B
Santa Rosa, CA 95403
Phone: (707) 565-3668
FAX: (707) 565-3701

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

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree

that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

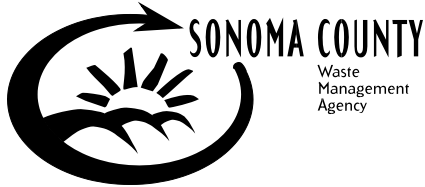
Title: _____

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: Wood/Yard
Staff Contact: Mikus/Carter
Agenda Date: 4/18/2012

ITEM: Compost Operations Negotiations

I. BACKGROUND

Joint Powers Agency Agreement

One of the Sonoma County Waste Management Agency (SCWMA)'s primary responsibilities is to ensure the proper treatment of wood and yard wastes in Sonoma County. The Joint Powers Agreement contains a number of provisions regarding the SCWMA's role in dealing with wood and yard wastes including the following:

"Section 11. Role of Participants in Collection of Wood, and Yard Waste
Each Participant shall cause wood waste and yard waste generated within its jurisdiction (that could not be diverted otherwise) to go to the Central Landfill to be delivered to the Treatment System and shall take such actions as are appropriate and necessary to accomplish that result. The Joint Powers Agency shall establish standards for the quality of yard and wood waste acceptable for delivery to the Treatment System and may also approve diversions of wood waste and yard waste to alternative treatment systems."

Three Party Agreement for Composting Services

An Agreement between the County of Sonoma (County), the SCWMA, and the Sonoma Compost Company (Contractor) for Organic Material Processing, Composting and Marketing Services (Agreement) was entered into on September 28, 1999. This Agreement fulfills part of the SCWMA's obligation to provide a regional composting program to convert yard debris and wood waste into organic marketable products at the composting facility currently located at the Central Disposal Site.

Amendments to this Agreement have been approved as follows:

- July 11, 2000 – the First Amendment (A) modified a new work surface, included a termination provision and updated Exhibit B (List of Operating Equipment).
- February 20, 2002 – the First Amendment (B) identified new finished products ("Specialty Products") and set revenue allocation or sharing methods for these products.
- March 17, 2004 – the Second Amendment approved an increase to the payment for wood waste processing, from \$12 per ton of material delivered to the compost facility to \$20 per ton for fuel products and \$22 per ton for non-fuel wood chip products.
- April 21, 2004 – the Third Amendment allowed for an expansion and/or relocation of the composting processing site, extended the term of the agreement to November 15, 2010, and created a new yard debris product designed for use by the City of Santa Rosa's Laguna Composting Facility.
- June 16, 2004 – the Fourth Amendment added new language to the Agreement regarding prevailing wages.
- July 12, 2005 – the Fifth Amendment added new definitions in order to add a Construction and Demolition Program ("C&D") and establish partial reimbursement to the SCWMA for transportation costs associated with hauling green waste from the transfer stations to the Central Disposal Site.
- April 22, 2008 – the Sixth Amendment amended the definition of "Prepared Yard Debris" to a product that would be agreeable to City of Santa Rosa for use as a bulking agent in their biosolids composting program, changed the amount of process material delivered per week from 350 tons to 400 tons, and amended the compensation to Contractor for the prepared yard debris to include an inflation computation and a trigger for rate change like the other products produced by Contractor.

- January 20, 2010 – the Seventh Amendment extended the termination date of the agreement to November 15, 2011, with acceptance of material ending July 18, 2011 and added a provision for the County to terminate the agreement with six months written notice if the County determined the area was needed for landfilling of refuse or to implement final closure on the composting area of the landfill.
- March 16, 2011 – the Eighth Amendment extended the termination date of the agreement to November 15, 2012 and included provisions for extending the agreement two additional one year increments.

At the April 20, 2011 SCWMA Board meeting staff presented estimated cost and capacity figures for several alternative plans for future composting operations, which included shipping materials to out of county locations, constructing locally, or privatized operations.

At the November 16, 2011 SCWMA meeting, the Board directed staff to release a Request for Qualifications (RFQ) for composting services. Staff released the RFQ on November 22, 2011. Responses were due December 19, 2011. At the January 18, 2012 SCWMA meeting, the Board directed staff to begin interviews with the respondents. At the February 20, 2012 SCWMA meeting, the Board directed staff to begin negotiations with Recology, Sonoma Compost, and Sonoma Vermiculture.

II. DISCUSSION

At their most recent meeting the Board indicated their concurrence with the recommendation to separate the current three way (agency, county, and contractor) agreement into two separate agreements for the future. One agreement would be between the Agency and County, chiefly concerned with use of the property/location of the compost site, and the second between the agency and Contractor for operations.

Staff met with all three parties on April 5 and 6, 2012 to begin negotiations for the compost operations at the Central Disposal Site. Staff provided a sample agreement which would be the basis of negotiations and negotiations will continue once they have had time to examine the terms. Prospective contractors formally presented their information, including finances and other parameters, to follow up with items discussed previously in interviews done as part of the RFQ process. As could be expected, questions arose between the Agency and the prospective contractors that require further study and communication. Follow up meetings and conversations will occur during the upcoming weeks. Staff expects to have fully negotiated agreements for the Board's review and/or approval at the May 16 or June 20, 2012 SCWMA meeting.

One preliminary note from all negotiations is that cost recovery for infrastructure and equipment over a 5 year term is difficult, and that more favorable pricing would be available if the costs could be amortized over a longer term. However, the Agency's sunset in 2017, unless renewed, rechartered, or replaced by a successor agency does not allow for meaningful terms beyond 2017. Thus the approaching sunset date for the Agency could possibly affect the Agency's ability to provide the best prices to the ratepayers at the composting facility.

III. FUNDING IMPACT

There are no funding impacts proposed at this time.

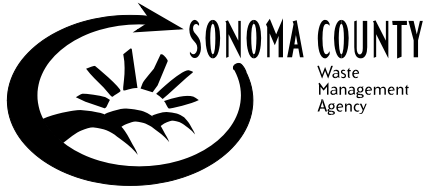
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This report is informational. No actions are requested at this time.

V. ATTACHEMNTS

None.

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



Agenda Item #:10
Cost Center: Planning
Staff Contact: Carter
Agenda Date: 4/18/2012

ITEM: Carryout Bags Ordinance Report

I. BACKGROUND

The SCWMA Board of Directors requested staff to provide carryout bag legislation updates at each SCWMA meeting subsequent to the March 2008 meeting. Since that meeting staff has researched developments within California and out-of-state legislation regarding paper and plastic carryout bags.

At the May 18, 2011 SCWMA meeting, the Board directed staff to present the three options for addressing carryout bags developed by staff to the Board of Supervisors and nine councils so those decision-making bodies could give direction to their respective SCWMA representative regarding action on one of those options.

Staff has presented the materials approved by the Board to all jurisdictions, though staff has not been invited to present information to the full Rohnert Park City Council. Staff would characterize the direction from the Councils and County Board as generally supportive of exploring a countywide ordinance created and adopted by the Agency.

At the February 18, 2012 SCWMA meeting, the Board directed staff to begin outreach meetings throughout the county to receive feedback on the carryout bag waste reduction effort and using the San Jose carryout bag ordinance parameters as the starting point for the discussion.

II. DISCUSSION

Staff hosted nine carryout bag forums in March to solicit feedback. All meetings began at 6 pm and were open to the public. Articles about the forums were published in the Press Democrat, the Sonoma County Gazette, the Petaluma Patch, the Healdsburg Patch, the Rohnert Park Patch, the Sonoma West Times, and the Rohnert Park Community Voice, and staff was interviewed on the KSRO morning news program on March 8, 2012.

The table below summarizes the results of the public meetings. Comments received at those meetings were overwhelmingly positive:

City	Venue	Date	Attendance	Number Opposed
Petaluma	Petaluma Veterans Memorial	3/12/2012	9	0
Santa Rosa	Santa Rosa Veterans Memorial	3/13/2012	14	1
Sonoma	Sonoma Veterans Memorial	3/14/2012	5	0
Cotati	Cotati Veterans Memorial	3/19/2012	5	0
Cloverdale	Cloverdale Veterans Memorial	3/20/2012	5	2
Windsor	Windsor Community Center, Elsbree Hall	3/22/2012	2	0
Rohnert Park	Rohnert Park Community Center	3/23/2012	10	0
Healdsburg	Healdsburg Villa Chanticleer Annex	3/26/2012	10	2
Sebastopol	Sebastopol Masonic Center	3/27/2012	15	0
		Totals:	75	5

In addition to the comments received at the outreach meetings, staff also received written and phone comments from approximately 50 people. Those comments also heavily favored an ordinance reducing carryout bag waste.

Though staff sent press releases to 17 Chamber of Commerce in Sonoma County as well as the Sonoma County Alliance, the turnout for businesses was low. However, staff received comments for individuals representing Oliver's Markets, G and G Markets, and Safeway, all indicating their support for a consistent, countywide bag reduction ordinance. The California Grocers Association has indicated continued support for a regional plastic carryout bag ban and paper carryout bag fee in Sonoma County.

The comments received were numerous, despite the rather low turnout, and those comments have been summarized and attached to this packet. Briefly, these comments in favor of an ordinance generally agree with the San Jose carryout bag ordinance approach (banning plastic carryout bags, fee of at least \$0.10 for paper carryout bags, affecting all retailers but excluding restaurants, though some felt that reusable bags should be provided to the needy instead of free paper bags). A summary of comments is included in this packet and copies of all comments, as well as recordings of the meetings, are on file with the clerk.

Given the community response at these meetings and through written comments, staff recommends drafting an ordinance similar to that of San Jose's carryout bag waste reduction ordinance, should the direction to proceed with ordinance drafting be given. However, Agency staff has been in contact with Rohnert Park staff and is providing the city with additional details they have requested. At this time, staff recommends waiting for a response from the City of Rohnert Park before making a decision to proceed.

III. FUNDING IMPACT

Staff had previously estimated a range of \$135,440 to \$193,240 in contractor costs for CEQA analysis, legal costs for drafting an ordinance and CEQA review, and a significant amount of staff time managing the project. However, as many other cities and counties have completed CEQA documents since that estimate from August 2011, staff estimates the CEQA costs will decrease significantly, bringing total project costs down to a range of \$80,000 to \$150,000.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends waiting for consensus of Agency members before proceeding to ordinance drafting. If there is no consensus, staff recommends proceeding with a model ordinance.

V. ATTACHMENTS

Summary of Comments

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

Carryout Bag Comment Notes

Comments against an ordinance:

Plastic Bags:

- Plastic bags were encouraged to replace paper bags to save the trees.
- Plastic bags are reused as trash liners and to clean up pet waste. Customers will have to buy bags to accomplish these tasks now.
- Plastic bags have other uses than transporting groceries, including transporting secondary items, containing wet and muddy items.
- There is no documented need for banning plastic bags.
- Plastic wrap and other plastic bags not included in the ordinance have similar properties and ability to be litter as plastic carryout bags but are not included, so this will not solve the plastic issue.
- Customers will need to buy plastic trash liners where they previously reused plastic carryout bags.
- Plastic bags are not a significant portion of material landfilled.
- Plastic bags in Sonoma County are an insignificant portion of bags distributed worldwide.
- Animal deaths attributed to plastic bags are insignificant (2.2% of total animal deaths attributed to trash). The focus should be on other, more impactful items, if animal deaths is an issue.
- Plastic bags clogging recycling equipment is the disposal company's issue, not this agency's.
- Making in-store bags unavailable will limit the ability of customers who carry purchases home on foot more difficult.

Paper Bags:

- Paper carryout bags are singled out, yet other paper products do not have a similar minimum price charge.

Reusable Bags:

- The inexpensive plastic reusable bags do not hold up well and can tear and melt.
- What is the environmental impact of the reusable plastic bags?
- This issue has a narrow focus. Environmental impacts should be examined 20 years into the future.
- Is the reuse of reusable bags (including manufacturing and washing) better for the environment than plastic bags?
- What is the risk to clerks with unwashed reusable bags?
- Who is responsible if a soiled reusable bag is used and leads to illness or death of an individual?
- What does the Sonoma County public health community think of a bag ban?
- Clerks overload reusable bags.
- If reusable bags have store advertising, they should be free. Purchased bags should be advertising-free.

General Comments:

- Government should not interfere.

- Customers vote on their preference by bringing (or not bringing) their own bags. The minority of bag reusers should not dictate bag use to the majority.
- The ability to recycle bags is sufficient.
- Education and incentives should be used instead of a ban.
- Law-abiding citizens should not be punished along with those who litter.
- An avoidable fee is preferable to a ban so consumers still have a choice.
- Creating exemptions from the ordinance is an admission that the ordinance is unfair and that the authors and supporters have already made up their minds on the issue.
- Is government setting a minimum price charge on any product legal?
- There are laws to fine those who litter – litterers should bear the responsibility for their actions.

Comments in favor of an ordinance:

Plastic Bags:

- All plastic bags should be banned (including produce bags).
- The risk to wildlife and human health is too great for plastic bags not to be banned.
- Plastic bag litter creates an eyesore.
- Government should model behavior by banning all plastic bags.
- Plastic is commonly mistaken by wildlife as food.
- The plastic bag impacts to wildlife in the ocean are less visible but are significant (animals mistaking plastic bags for food, ingesting photodegraded plastic, large polluted areas like the Pacific Gyre).
- Biodegradable plastic bags should be used in place of traditional plastic produce bags.
- Plastic bags are not freely distributed in Hawaii.
- Plastic remnants accumulate in our bodies, so they should be reduced.
- All businesses should be included in the plastic bag ban.

Paper Bags / Minimum Price Charge:

- The cost of paper bags is between \$0.10 and \$0.25.
- Paper bags should be at least 40% post consumer recycled content (some urged for up to 100% PC recycled content).
- Several European countries charge for bags and that has changed customer behavior toward reusable bags.
- Decreased bag purchases could affect the per unit prices for bags, so the ordinance should be mindful of the economies of scale to stores.
- The bag fee should not be less than \$0.10 (many felt more than \$0.10 would be necessary to make folks go back to their cars to get their reusable bags).

Enforcement:

- There are enough interested community members that would allow self-enforcement if there was a complaint line (or enforcement could be government-run initially and self-enforced after a few years).
- Self enforcement is not sufficient, as the potential for harming the environment is too great.

Other Provisions:

- The SCWMA should include a ban polystyrene take-out packaging (or pass a separate ordinance).
- Thrift stores should not distribute free single-use bags – those should all be reusable.
- If any bags are to be provided to the needy for free, they should be reusable.
- Plastic or other single-use cups should be considered for reusable replacements as well.
- Restaurants should be included in plastic bag ban, paper bags could be included with a fee.

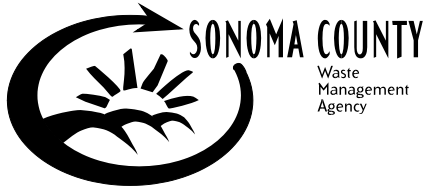
Reusable Bags:

- Educate clerks to ask for reusable bags and to not overburden bags.
- Reusable bags should defined in the ordinance (to exclude toxic materials and to only be made in the US or fair trade, no slave labor).
- Reusable bags should only be cloth/canvas bags (no plastic).
- Encouraging reusable bags should be made fun (e.g. design contest, donate handmade bags to thrift stores, look at bag programs in Davis and San Francisco which promote new bag sharing and making bags out of hotel linens).
- Bacteria in reusable bags is a red herring.
- Muslin bags should be distributed for bulk and produce purchases.
- Invite marketing companies to devise a for-profit model that would sell advertising and provide reusable bags for free to any business that wants them.
- Use reusable bags in Sonoma County as a marketing tool for the region (e.g. ask the Shulz family for permission to use the Peanuts characters on the bag, or Clo the Cow from Clover). Tourists taking the bags home would provide an ongoing source of advertising.
- Continue incentives to those who bring reusable bags.
- People will adapt to reusable bags quickly.

General Comments:

- The bag ordinance in San Jose is going well (from a former San Jose resident).
- Paper and plastic carryout bags add to the shelf price of products in the stores (i.e. they are not free).
- A regional effort is preferred for consistency.
- Education about the efforts should be done as widely as possible but must include schools, radio, and newspaper.
- Implement immediately.
- Bag fees will be a revenue source to stores initially, but customer habits will change such that stores should not rely on it.
- It is unusual in many other countries to receive free carryout bags.
- In the United States, customers used to use paper bags or boxes for their goods until fairly recently.
- There should be social media advertising on this issue.
- Bags have become a political issue, but it's more of an environmental issue (overcome/ignore politics?).

- There is a growing consensus that carryout bags are harmful, so this should be acted upon. Just ensure as many people know about it as possible.
- Several small grocery stores support that bag ban/fee but want consistency in the cities and a level playing field on the issue.
- Costco should be highlighted for their use of boxes (which otherwise they would have to recycle) and sale of reusable bags.
- This is a worldwide issue as debris from other countries washes up on our shores.
- The San Jose bag ordinance is a good start.
- If passed, the education effort should include organizations with cleanup experience (e.g. Russian River Watershed Association, Wildlife Rescue, Transition Cotati, clubs at SSU and SRJC)



Agenda Item #:11
Cost Center: All
Staff Contact: Mikus
Agenda Date: 4/18/2012

ITEM: Evaluation Process Discussion

I. BACKGROUND

From the SCWMA's beginning in 1992, until 2009, the SCWMA's (Executive Director) reported through, and was directly supervised by, the County of Sonoma Department of Transportation and Public Works (DTPW). Preparatory to the selection of a new Executive Director during 2010 this structure was altered so that the Executive Director would report directly to the SCWMA Board rather than County DTPW. As a result the SCWMA Board became responsible for evaluating the performance of the Executive Director.

Similarly, the Agency Counsel serves the SCWMA at the pleasure of the Board.

There has been no process in place for evaluating the performances of either the Executive Director or the Agency Counsel by the Board on an annual basis.

II. DISCUSSION

A process needs to be established for the Board to evaluate the work of the Executive Director and the Agency Counsel. The Executive Committee's recommended approach would be a procedure of several steps.

Step one would be for Board members to each fill in a copy of the respective evaluation forms. The next step would be for the Board members to discuss their evaluation forms together in closed session. If the Board desired, the Executive Director could facilitate the discussion regarding the Agency Counsel, and the Agency Counsel could facilitate the discussion regarding the Executive Director. In addition, because of the working client relationship between the Executive Director and Agency Counsel, the Board could seek input from the Executive Director for the Agency Counsel discussion. After their general discussion, the Board would meet individually with the Executive Director and the Agency Counsel to review the evaluations. These discussions would also be held in closed session.

If appropriate, follow up meetings with the Board and either the Executive Director or Agency Counsel could be held.

As a starting point, draft evaluation forms have been assembled for both the Executive Director and the Agency Counsel. The Executive Director form was done collaboratively with the Executive Committee, and the Agency Counsel form was done by the Executive Director with input from the Agency Counsel.

One factor to consider is the amount of interaction Board members have had with the Executive Director or Agency Counsel, where evaluations would be due, but new Board members would have had little working time to develop knowledge of the work of the Executive Director or Agency Counsel. Several actions could be employed to address this issue. Because member jurisdictions appoint both regular Board Representatives and Alternates, and many Alternates are or have been active in Board meetings, whichever individual has the greater interaction over the preceding year might elect to do the evaluations. Another method would be to limit the evaluations to members that have worked a set minimum number of meetings with the Executive Director or Agency Counsel.

III. FUNDING IMPACT

None

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Adopt the draft Executive Director and Agency Counsel evaluation forms, and decide on a process for performing the evaluations.

V. ATTACHMENTS

Agreement for the Provision of Staff Services (Executive Director)
Legal Services Agreement
Draft Evaluation Form for Executive Director
Draft Evaluation Form for Agency Counsel

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

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

THIS AGREEMENT is entered into as of this 1st day of June, 2010, by and between the COUNTY OF SONOMA (hereinafter "COUNTY"), a political subdivision of the State of California, and the SONOMA COUNTY WASTE MANAGEMENT AGENCY (hereinafter "AGENCY"), a joint powers agency formed pursuant to the Joint Exercise of Powers Act, Government Code Section 6500 et seq., by the cities of Cloverdale, Healdsburg, Sebastopol, Santa Rosa, Rohnert Park, Petaluma, Cotati, Sonoma, the Town of Windsor and the County of Sonoma.

RECITALS

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

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

WHEREAS, the COUNTY and AGENCY have entered into a Memorandum of Understanding for Services dated as of June 1, 2010 (hereinafter "MOU").

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

TERMS

1. **TERM**. This Agreement shall become effective upon the date first written above and shall expire on February 11, 2017, unless terminated earlier in accordance with Paragraph 14 (Termination); except that the obligations of the parties under Paragraph 4 (Reimbursement), Paragraph 13 (Indemnification) and 17 (Confidentiality) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates and during the term of the Agreement.

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

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

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

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

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

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

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

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

- 1) a physical assault;
- 2) threats of violence;
- 3) embezzlement or theft;
- 4) prosecution for or conviction of a felony;
- 5) unauthorized possession of weapons or explosives on County property;
- 6) sexual harassment;

- 7) unlawful discrimination;
- 8) being under the influence of alcohol or non-prescribed drugs, to the level of incapacity, during work hours; or
- 9) violation of COUNTY's policy regarding use of COUNTY owned computers or other electronic devices.

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

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

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

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

4. REIMBURSEMENT.

(a) Rates. In consideration of COUNTY's fulfillment of the promised services and personnel, AGENCY shall reimburse COUNTY for all costs (including the costs of salary and benefits, equipment, insurance, supplies, materials, and incidental travel/transportation) incurred

by COUNTY in providing the Executive Director position to the Agency. The rates shall be determined and mutually agreed to by the parties as follows:

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

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

(b) **AGENCY Related Travel Expense Reimbursement.** Travel costs incurred through use of a COUNTY vehicle shall be reimbursed in accordance with the COUNTY Equipment Pool rates in effect at the time of the travel.

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

(d) **Adjustment for Additional AGENCY Requested Services.** AGENCY shall reimburse COUNTY for the actual costs (including the costs of labor, equipment, supplies materials, and incidental travel/transportation) incurred by COUNTY in providing any new or increased services requested by AGENCY.

5. **METHOD OF REIMBURSEMENT.** Reimbursement for the costs of services, related supplies, and authorized travel incurred by COUNTY under this Agreement shall be made only upon presentation by the COUNTY to AGENCY of an itemized billing invoice which indicates, at a minimum, an itemization of the services provided. COUNTY shall submit such invoices monthly to the Executive Director who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice in light of such requirements.

6. **APPROPRIATIONS.** AGENCY shall be responsible for operating within the appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by AGENCY prior to COUNTY approval of a contingency transfer. Any COUNTY appropriations in excess of AGENCY's budget for the current fiscal year shall be charged as an expense in AGENCY's current fiscal budget and shall be reimbursed to COUNTY in the following fiscal year.

7. **ACCESS TO RECORDS/RETENTION.** AGENCY shall have access to any books, documents, papers and records of COUNTY that are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, COUNTY shall maintain all required records for seven (7) years after AGENCY makes final reimbursement for any of the

services provided hereunder and all pending matters are closed, whichever is later. COUNTY shall cooperate with AGENCY in providing all necessary data in a timely and responsive manner to comply with all AGENCY reporting requirements.

8. **CONFLICT OF INTEREST.** The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq. relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Director of AGENCY and all other COUNTY employed AGENCY staff shall not perform any work under this Agreement that might reasonably be considered detrimental to AGENCY's interests. AGENCY staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest.

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

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

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

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

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

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

14. **NOTICES.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person; or by deposit in the United States mail, first class postage prepaid; or by deposit in a sealed envelope in COUNTY's internal mail system, when available; or by fax

transmission; or by electronic mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected or, where desired to be sent to a specific COUNTY department or division, at the address noted in the applicable Attachment. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by fax transmission or electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or COUNTY internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier.

AGENCY

COUNTY

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

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

Fax: (707) 565- 3701

(707) 565-2620

E-Mail:

E-Mail:

15. **ASSIGNMENTS AND DELEGATION**. Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, that obligations undertaken by COUNTY pursuant to this Agreement may be carried out by means of subcontract, provided such subcontracts are approved in writing by AGENCY, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that AGENCY may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement.

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

17. **ATTORNEYS' FEES**. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, each party in such litigation shall bear its own costs and attorneys' fees incurred in connection with such action.

18. **AMENDMENT/MODIFICATION**. Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

19. **INTERPRETATION**. The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either part in state Court to enforce any provision of this Agreement shall be Sonoma County, California. The venue for any legal action filed by either side in federal court to enforce any provision of this Agreement

lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Sonoma County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

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

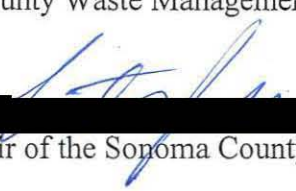
21. ENTIRE AGREEMENT. This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this Agreement.

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

“AGENCY”:

Sonoma County Waste Management Agency

By


Chair of the Sonoma County Waste Management Agency

APPROVED AS TO FORM:
AGENCY Legal Counsel

B

“COUNTY”:

County of Sonoma

B  _____
Chair of the Board of Supervisors

ATTEST:     
Clerk of the Board of Supervisors

By N/A _____

APPROVED AS TO FORM:

County Counsel

By  _____

Attachment A
(Salary Resolution 95-0926)

Table I: SALARY RANGES, ADMINISTRATIVE MANAGEMENT, BARGAINING UNIT #0052

Job Code	Job Title	A-Step May 18, 2010
5191	Waste Management Agency Executive Director	4350

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

WASTE MANAGEMENT EXECUTIVE DIRECTOR

Definition

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

Distinguishing Characteristics

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

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

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

Typical Duties

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

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

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

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

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

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

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

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

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

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

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

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

Performs other duties as required.

Knowledge and Abilities

Considerable knowledge of:

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

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

Minimum Qualifications

Education and Experience: Any combination of education, training, and experience that clearly demonstrates possession of the knowledge and abilities listed for the position. Normally, this would include significant coursework or graduation from an accredited college or university with a focus in business administration, public administration, marketing, environmental studies, or a related field and five years of increasingly responsible, professional experience in recycling or solid waste management, including at least four years of experience with administrative and supervisory responsibilities for marketing and/or public information, program planning and administration, and staff supervision.

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

ATTACHMENT B

SERVICE REIMBURSEMENT RATES FOR FISCAL YEAR 2009-2010

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

SERVICE REIMBURSEMENT RATES FOR FISCAL YEAR 2010-2011

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

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

THE WITHIN INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL ON FILE IN THIS OFFICE

#18

Resolution No. 10-0445

ATTEST: JUN 02 2010

VERONICA A. FERGUSON, Clerk of the Board of Supervisors
of the State of California in & for the County of Sonoma.

BY: [REDACTED] DEPUTY

County of Sonoma
Santa Rosa, CA 95403

Date: 6/01/2010

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District, Amending Salary Resolution No. 95-0926, to establish the classification and salary for Waste Management Agency Executive Director, effective June 1, 2010.

Whereas, Sonoma County provides staffing services for the Sonoma County Waste Management Agency, under agreement; and

Whereas, the Sonoma County Waste Management Agency has asked the Sonoma County Human Resources Department to develop the classification to perform as department head, reporting to the Sonoma County Waste Management Agency, and as a result Human Resources have determined that the new classification of Waste Management Agency Executive Director will be deemed a department head and assigned to Unit # 0052; and

Whereas, the Sonoma County Waste Management Agency has directed Human Resources to set the salary for the new classification of Waste Management Agency Executive Director at salary range 4350.

Now, Therefore, Be It Resolved, that the Board hereby authorizes the amendment to Salary Resolution 95-0926, as described in Attachment A, which is attached and incorporated by reference hereto.

Supervisors:

Kerns: Aye Zane: Aye Kelley: Aye Carrillo: Aye Brown: Absent

Ayes: 4 Noes: 0 Absent: 1 Abstain: 0

So Ordered.

LEGAL SERVICES AGREEMENT

Consultation for Sonoma County Waste Management Agency Legal Issues

This Agreement is made between the Sonoma County Waste Management Agency ("SCWMA") and the law firm of Richards Watson Gershon, Attorneys at Law ("Attorney"). This Agreement is required by Business and Professions Code section 6148 and is intended to fulfill the requirements of that section.

RECITALS

WHEREAS, Attorney represents that it specializes in representing public agencies and has significant experience and recognized expertise in all aspects of general counsel services; and

WHEREAS, Attorney has kept current with up-to-date rules and regulations; and

WHEREAS, the SCWMA has determined that Attorneys' assistance is needed as the general counsel of SCWMA; and

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

AGREEMENT

1. Services. Attorney will furnish legal services to SCWMA as follows: (a) provide legal advice on matters related to the SCWMA, and (b) provide such further services as may be requested by SCWMA.
2. Attorney' Key Personnel. The parties identified in this section as the work team, project manager, or other professional providing services under this Agreement, are key persons, whose services are a material inducement to SCWMA to enter into this Agreement, and without whose services SCWMA would not have entered into this Agreement. Except for matters requiring less than 10 hours of recorded time per personnel, Attorney shall assign no other personnel to this Project without the written approval of SCWMA. Key personnel shall be as listed below:

Janet E. Coleson (for general counsel work)

3. Compensation. Compensation to Attorney shall be made on the basis of the attached hourly rate schedules and Reimbursable Expenses Schedules set forth in Exhibit A, attached hereto and incorporated herein. Attorney shall honor these rates throughout the

term of the Agreement. Total compensation under this agreement shall not exceed \$17,000 without amendment of this Agreement.

4. Billing. Attorney billings will be given to SCWMA as follows: one copy to SCWMA, Attention: Ken Wells, on a monthly basis and shall include the following information:
 - a. The date and time spent by each person performing services. Minimum billing time shall be one-tenth of an hour.
 - b. Summary description of services performed, with a separate time allocation for each function (e.g., telephone calls, research, drafting).
 - c. Separate itemization of non-legal costs by type.
 - d. Total fees and costs on the matter to date.
5. Non-Reimbursable Services. Attorney shall not be reimbursed for the following expenses:
 - a. Unneeded messenger or express mail charges.
 - b. First class or business class air travel.
 - c. Normal overhead functions such as word processing or typing time, scheduling of depositions, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature.
 - d. Meals, overtime, office supplies, or attorney time for preparation of bills.
6. Direction and Extraordinary Expenses. All direction and control of Attorneys' work for SCWMA will be by SCWMA.
7. Termination. This Agreement may be terminated by either party with or without cause; provided, however, Attorney shall only exercise its right to terminate this Agreement consistent with the requirements of the California State Bar Rules of Professional Conduct and upon thirty (30) days written notice. Attorney and SCWMA shall cooperate to effectuate the prompt transfer of any matters to substitute counsel.
8. Records. Attorney will retain all records (except for original time records) for a period of ten (10) years from the date of completion of services. Such records will be made available to SCWMA upon request for audit purposes. Attorney will maintain both invoices of costs and primary records in order that such auditing may occur. (Original time records will be retained for two years.)
9. Experts. Attorney shall not engage any expert consultants without having first consulted with the SCWMA's authorized representative, both as to the identity and task of the consultants and the amount to be paid for their work.

10. Status of Attorney. No personnel employed by Attorney shall acquire any rights or status in the SCWMA's service, and Attorney shall be responsible in full for payment of their employees, including fringe benefits.
11. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to the terms, conditions, scope or requirements of this Agreement, such amendment or addition shall only be made after mutual agreement of Attorney and SCWMA, and by way of execution of a written modification to this Agreement.
12. Insurance. Attorney shall maintain at least \$1,500,000 of professional errors and omissions insurance coverage during the term of this Agreement and for a period of two (2) years beyond the expiration of this Agreement. Attorney shall provide reasonable evidence of this insurance to the SCWMA.
13. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of their obligations under the Rules of Professional Conduct.
14. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of the original Agreement will be binding on the parties. The effective date of this Agreement shall be the date executed by the second of the parties to do so.
15. Addresses. Except as otherwise provided in this Agreement, and unless changed by written notice to the other parties, the parties' addresses for purposes of this Agreement are as follows:

SCWMA: Attention: Ken Wells, Director
 Sonoma County Waste Management Agency
 2300 County Center Drive, B100
 Santa Rosa, CA 95403

Attorney: Janet E. Coleson , Esq.
 Richards Watson Gershon
 Attorneys at Law
 44 Montgomery Street, Suite 3800
 San Francisco, CA 94104-4811


16. Effective Date. The Effective Date of this Agreement is October 1, 2005.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
_____, 2005.

APPROVED AS TO FUNDS BY
SONOMA COUNTY WASTE MANAGEMENT AGENCY:

By: _____
Ken Wens,
Agency Director

APPROVED AS TO FORM FOR
SONOMA COUNTY WASTE MANAGEMENT AGENCY BY:

By: _____
Tina M. Wallis
Deputy County Counsel

ATTORNEY: RICHARDS WATSON GERSHON


B
J

COUNTY: SONOMA COUNTY WASTE
MANAGEMENT AGENCY

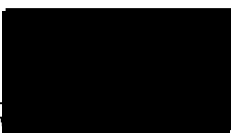
By: _____
Ken Wens
Agency Director

EXHIBIT A

Schedule of Professional Fees (Hourly Rates)

Principals	
Hourly Rate: General Counsel Advice	\$195.00
Hourly Rate: Specialized Advice	\$157-\$336
Costs	
First Time Retainer Fee	\$0.00

Reimbursable Expenses Schedule

Description	Rate
Copying	\$ 0.15/page
Mileage	\$ 0.00 /mile
Fax	\$1.00/fax

SONOMA COUNTY WASTE MANAGEMENT AGENCY EXECUTIVE DIRECTOR ANNUAL EVALUATION FORM

A. Introduction

The Sonoma County Waste Management Agency (SCWMA) operates under the direction of ten Board Members that represent each of the Agency's ten participating municipal governments. Under this arrangement, this Board sets the policy and direction for the SCWMA. The appointed Executive Director is responsible for the operations of the SCWMA, and for carrying out the Board's directions and policies.

The Executive Director is the Chief Executive Officer and head of the SCWMA. This is an at-will position serving at the pleasure of the Board. As the CEO of the SCWMA, the Executive Director directs activities of staff and SCWMA functions such as administration, finance, human resources, procurement, contract management, and operations of each SCWMA program including composting, household hazardous waste collection, and education/outreach. The Executive Director analyzes and makes policy recommendations to the Board, and implements the Board's policy direction. The Executive Director is responsible for interactions with member and other local governments, state and federal agencies, stakeholder, citizen, and community groups, and the media.

Use of this form by individual Board Members for providing performance feedback is intended to be preceded by a dialogue with the Board's Executive Committee and the Executive Director concerning the Executive Director's role in the SCWMA, working relationships, use of this form, and objectives for the evaluation. Typically, once Board Members have completed the form, there would be a follow up meeting with the Board and Executive Director to discuss the feedback, provide additional comments, and discuss objectives for the next year, etc.

This form has been prepared to allow Board Members to comment on each performance category, to add a category or categories, and to permit Board Members to decline to respond to categories they feel may not apply or be relevant to their interaction and experience with the Executive Director. An explanation of the performance categories is also included.

Subject to the requirements of the Brown Act, individual Board Members should feel free to consult with the Executive Director and/or Agency Counsel concerning the use of this form and any questions about the evaluation process. Board Member suggestions for improving this form and/or the evaluation process are welcome.

Explanation of Performance Categories

The purpose of the evaluation form is to facilitate productive dialogue about the performance of and expectations for the Executive Director. The form summarizes several performance categories. The performance categories are intended to be self-explanatory as much as possible. For each category, the following responses may, but need not be, selected: "always," "often," "sometimes," "rarely," "never," and "not observed/not applicable." The "not observed/not applicable" response is intended for Board Members that have not observed that aspect of performance, or feel that it does not apply to their interaction with the Executive Director. Space is provided for each category for Board Members to provide comments. Comments may be given in addition to, or in lieu of, a selected response. Space is also provided for additional performance categories and responses to them. Board Members should feel free to add any additional comments, either in writing or verbally in a follow up meeting.

B. Performance Categories and Responses

1. Board-Director Relationship: Demonstrates respect for the Board's policy-making role; is not hesitant to develop and justify policy recommendations, but knows when to defer to the Board for decisions; functions as an effective member of the Board/staff team; is confident and self assured, but keeps ego in check; responds expeditiously to Board inquiries, requests and directives; is open and honest in dealings with the Board; treats Board members equally.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

2. Communication: Keeps the Board well-informed and adheres to a "no surprises" philosophy; demonstrates good verbal and written communication skills; expresses ideas clearly and persuasively; listens effectively.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

3. Commitment: Enthusiastically accepts responsibilities; demonstrates initiative; holds self accountable in pursuit of Agency goals and objectives; focuses adequate attention to professional and personal development so that existing skills are improved, new skills are developed, and capabilities are expanded; is receptive to constructive criticism and advice.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

4. Professional Knowledge: Is well grounded and knowledgeable in a broad range of municipal and waste management operations; demonstrates familiarity with current management trends, technology, and techniques.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

5. Management Style: Manages with a facilitative rather than controlling style; is open, honest, and straightforward; is considerate of the needs of others; solicits feedback; willingly delegates; is not desk-bound. Leads by example, promotes mutual respect, and effectively motivates others.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

6. Decision-Making: Demonstrates good sense of priorities; is an innovative thinker; carefully analyzes alternatives with concern for impacts, particularly the effects decisions will have on the Agency and employees; is willing to take risks, but generally exercises good judgment.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

7. Organizing, Planning, and Implementation: Demonstrates ability to anticipate needs and effectively plan; designs programs necessary to meet Board policy directives, and identifies and schedules accomplishment of key tasks in proper sequence; demonstrates proven ability to competently manage day-to-day affairs and special projects; identifies and allocates resources effectively to be efficient in achieving organizational goals.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

8. Financial Management: Demonstrates financial management skills necessary to develop and manage the Agency budget in both the short- and long-term; reflects concern for cost-effectiveness.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

9. Interpersonal Skills: Demonstrates ability to be flexible, to manage conflict, to handle crises, and to adjust to varying pressures; displays awareness of personal style and its effects on relationships and job proficiency; builds rapport with the Board, staff, other agencies, member municipal governments, and the community. Exhibits a “can do” attitude in the workplace, and seeks to overcome adversity.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

10. Employee Relations: Manages labor, employment, and related issues in a courteous, equitable, and professional manner; resolves problems to the reasonable satisfaction of all parties. Adheres to appropriate standards and policies regarding personnel matters; is fair and consistent in their application. Encourages personal growth among staff, and provides or arranges for instruction for individuals to learn, and function more efficiently.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

11. Public and Interagency Relations: Manages relations with citizens, the news media, other governmental agencies, community organizations, businesses, and similar organizations in a courteous, equitable, and professional manner; resolves problems to the reasonable satisfaction of all parties; demonstrates knowledge and skills necessary to work cooperatively with area governments and ensure that the Agency maintains appropriate relationships with state and federal government agencies. Recognizes that the Agency is a public entity created to provide respectful and courteous service to the public.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

12. Ethics and Standards of Behavior: Consistently demonstrates a commitment to and maintains a high ethical standard in all dealings on behalf of the Agency.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

13. Optional: _____

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

14. Optional: _____

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

C. Additional Comments

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
AGENCY COUNSEL ANNUAL EVALUATION FORM**

A. Introduction

The Sonoma County Waste Management Agency (SCWMA) operates under the direction of ten Board Members that represent each of the Agency's ten participating municipal governments. Under this arrangement, this Board sets the policy and direction for the SCWMA. The Board appoints an Executive Director who is responsible for the operations of the SCWMA, and for carrying out the Board's directions and policies.

The appointed Agency Counsel is the Agency's chief legal advisor. The Agency contracts with the Agency Counsel for attorney services and other specialized legal services. The Agency Counsel reports to and serves at the pleasure of the Board under contract, and provides legal analysis, litigation support, and advice to the Board, the Executive Director, other Agency staff and subordinate bodies. The Agency Counsel is responsible for all legal services provided under the SCWMA's Agency Counsel services contract. The general types of substantive legal services provided by the Agency Counsel include: general municipal advice and legislative support, open meetings and Brown Act provisions, records and ethics requirements, land use and environmental law including CEQA, legal support on policy issues, tort and claims defense, contracts, preparation and evaluation of ordinances, prevailing wages, eminent domain, labor and employment, municipal finance, and applicable laws and regulations. The Agency Counsel also coordinates, but usually does not directly supervise, legal services provided by special legal counsel with whom the Board may contract.

Use of this form by individual Board Members for providing performance feedback is intended to be preceded by a dialogue with the Board's Executive Committee, the Executive Director, and the Agency Counsel concerning the Agency Counsel's role in the SCWMA, working relationships, use of this form, and objectives for the evaluation. Typically, once Board Members have completed the form, there would be a follow up meeting with the Board, Executive Director, and the Agency Counsel to discuss the feedback, provide additional comments, and discuss objectives for the next year, etc. As an alternate the Executive Committee and Executive Director could collect the Board's completed forms and meet with the Agency Counsel on behalf of the Board.

This form has been prepared to allow Board Members to comment on each performance category, to add a category or categories, and to permit Board Members to decline to respond to categories they feel may not apply or be relevant to their interaction and experience with the Agency Counsel. An explanation of the performance categories is also included.

Subject to the requirements of the Brown Act, individual Board Members should feel free to consult with the Executive Director and/or the Agency Counsel concerning the use of this form and any questions about the evaluation process. Board Member suggestions for improving this form and/or the evaluation process are welcome.

B. Explanation of Performance Categories

The purpose of the evaluation form is to facilitate productive dialogue about the performance of and expectations for the Agency Counsel. The form summarizes several performance categories. The performance categories are intended to be self-explanatory as much as possible. For each category, the following responses may, but need not be, selected: "always," "often," "sometimes," "rarely," "never," and "not observed/not applicable." The "not observed/not applicable" response is intended for Board Members that have not observed that aspect of performance, or feel that it does not apply to their interaction with the Agency Counsel. Space is provided for each category for Board Members to provide comments. Comments may be given in addition to, or in lieu of, a selected response. Space is also provided for additional performance categories and responses to them. Board Members should feel free to add any additional comments, either in writing or verbally in a follow up meeting.

C. Performance Categories and Responses

1. Board-Counsel Relationship: Demonstrates respect for the Board's policy-making role; is not hesitant to develop and justify legal recommendations, but knows when to defer to the Board for decisions; functions as an effective member of the Board/staff team; is confident and self assured, but keeps ego in check; responds expeditiously to Board inquiries, requests and directives; is open and honest in dealings with the Board. Treats Board members equally, but also is able to focus on the direction of the Board majority as opposed to objectives of individual members.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

2. Communication: Keeps the Board well-informed and adheres to a “no surprises” philosophy; demonstrates good verbal and written communication skills; expresses ideas clearly and persuasively; listens effectively.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

3. Commitment: Enthusiastically accepts responsibilities; demonstrates initiative; holds self accountable in pursuit of SCWMA goals and objectives; focuses adequate attention to SCWMA requirements; is available when needed but exercises good balance in expenditure of time; is receptive to constructive criticism and advice.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

4. Professional Knowledge: Is well grounded and knowledgeable in a broad range of legal matters related to municipal and waste management; demonstrates familiarity with current judicial and legislative trends related to the business of the SCWMA.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

5. Interactive Style: Interacts with staff and others with a facilitative rather than controlling style; is open, honest, and straightforward; is considerate of the needs of others; solicits feedback; willingly listens. Leads by example, promotes mutual respect, and is effective in acting as part of a team. Is effective in resolving problems collaboratively or administratively to avoid unnecessary legal proceedings.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

6. Decision-Making: Demonstrates good sense of priorities; is an innovative thinker; carefully analyzes alternatives with concern for impacts, particularly the effects decisions will have on the SCWMA and employees; is willing to take risks, but generally exercises good judgment.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

7. Organizing, Planning, and Implementation: Demonstrates ability to anticipate needs and effectively plan; prepares written and verbal materials necessary to meet Board policy directives, and identifies and schedules accomplishment of key tasks in proper sequence; demonstrates proven ability to competently manage day-to-day affairs and special projects; identifies and allocates resources effectively to be efficient in achieving organizational goals.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

8. Interpersonal Skills: Demonstrates ability to be flexible, to manage conflict, to handle crises, and to adjust to varying pressures; displays awareness of personal style and its

effects on relationships and job proficiency; builds rapport with the Board, staff, other agencies, member municipal governments, and the community. Exhibits a “can do” attitude in the workplace, and seeks to overcome adversity.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

9. Public and Interagency Relations: Interacts effectively and positively with community members, without interfering with or compromising the attorney-client relationship. Manages relations with citizens, the news media, other governmental agencies, community organizations, businesses, and similar organizations in a courteous, equitable, and professional manner; resolves problems to the reasonable satisfaction of all parties; demonstrates knowledge and skills necessary to work cooperatively with area governments and ensure that the SCWMA maintains appropriate relationships with state and federal government agencies. Recognizes that the SCWMA is a public entity created to provide respectful and courteous service to the public.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

10. Ethics and Standards of Behavior: Consistently demonstrates a commitment to and maintains a high ethical standard in all dealings on behalf of the SCWAMA.

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

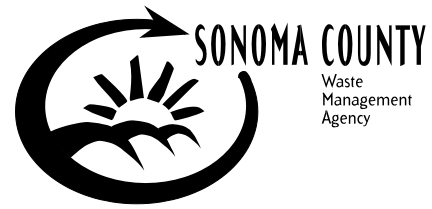
11. Optional: _____

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

12. Optional: _____

ALWAYS OFTEN SOMETIMES RARELY NEVER NOT
OBSERVED/NOT APPLICABLE

D. Additional Comments



TO: Sonoma County Waste Management Agency Board Members

FROM: Henry Mikus, Executive Director

SUBJECT: April 18, 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.

- 4.1 Minutes of the March 21, 2012 Board meeting: regular approval.
- 4.2 Non-Profit Organizations Grant Awards: Last year the Board decided to support activities of non-profit organizations whose work aided the Agency's missions in a more formal manner. A maximum budget amount of \$5,000 was set, and such groups were encouraged to apply for use of these funds as grants. We received three grant applications, whose total is less than the budgeted amount. Staff recommends approval of all three requests.
- 4.3 Per procedure, the third quarter financial report for FY 11-12 is presented. It is worth noting the time lag commented on as part of our last quarter report has improved.

Regular Calendar

- 5. Fiscal Year 12-13 Final Budget: The final budget for FY 12-13 is presented for approval. There were no significant comments requiring changes from the Board regarding the draft budget that was presented at the March meeting. Because of some questions regarding the various reserve accounts posed as part of the March discussion, a lengthier than normal explanation is included about the reserves in the staff report. During the last year, the Board held discussions to review all the reserve accounts and their established amount limits, and revised the Reserve Policy, to make our management of reserves current. I trust this added discussion and explanation will address any questions Board members might have had. Notwithstanding any future effects on tip fee surcharge revenues that may occur as a result of our community's desire to continue enhancing waste diversion levels, I believe it is one of our Agency strengths to have relatively stable finances where the budget has been kept flat with no loss of services, and reserve accounts are not getting depleted and are in fact at suitable levels. **Recommended Action: Approve the FY 12-12 final budget via a UNANIMOUS VOTE.**

6. Joint Powers Agreement Expiration: At the March Board meeting staff was directed to provide a framework for an initial discussion regarding the current Joint Powers Agreement with particular focus on the Agreement's end date of 2017. After further input by the Board's Executive Committee, the staff report was prepared to provide background on the current agreement and its subsequent first amendment, plus the Board's "Rules of Governance". The report also lists several potential "policy issues" that the Board could consider as starting points for discussion on the form of any new agreement. Although the end date for the current Agreement is just under five years away, it is important to note that without a definitive direction in place beyond that date, the Agency's planning process and operations will begin to be limited. For example, the current process to negotiate compost operating contracts cannot address anything beyond 2017, yet the need to establish a new compost site to replace the current temporary site would normally dictate that a 20 year term could be under consideration. Settling the Agency's future in an expeditious manner can only have positive consequences on future activities.
Recommended Action: Provide staff with direction for any next steps.
7. Oil Program RFP: 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 June 30, 2012. **Recommended Action: Approve the RFP for bidding.**
8. Spanish Language Outreach Services RFP: 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 30, 2012. **Recommended Action: Approve the RFP for bidding.**
9. Compost Operations Negotiations: This is a status report on the ongoing contract negotiations with three firms selected for consideration to provide contract services as operators of the Agency Organics Program. **Recommended Action: No specific action is required.**
10. Carryout Bags Ordinance Report: Per the Board's direction, staff conducted nine "stakeholder input" public forums during March. This report presents the commentary staff received, both verbally and in writing, regarding the effort to establish a regional carry-out single-use bag ordinance. Comments were overwhelmingly supportive on the Agency formulating such an ordinance. However, despite continued conversation and communication between the Agency and the City employees, the City of Rohnert Park has yet to give a definitive indication of support for the project. It is the current best estimate that Rohnert Park will render its decision within the next month, after which the way ahead would become much clearer. **Recommended Action: No specific action required.**
11. Evaluation Process Discussion: No policy or formats exist for the Board to evaluate the work of either the Executive Director or the Agency Counsel. As a culmination of much discussion of the Board's Executive committee, draft evaluation forms plus some considerations as to an evaluation process are presented for the Board's consideration. **Recommended Action: Approve the draft Executive Director and Agency Counsel evaluation forms, and determine the process for performing these evaluations.**

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 listing events planned for April and May 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 A brief report on the status of various EPR efforts is presented.

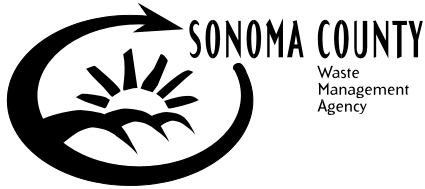
April 2012 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
3	8 - 10 AM	Central Disposal Site Tour, Leadership Institute of Santa Rosa
3	4 - 8 PM	Community Toxics Collection, Windsor
6	10:30 - 11 AM	Tour Sonoma Compost, Brazil Delegation
9	8:30 - 10 AM	Tour Sonoma Compost, SRJC Soils Class
10	4 - 8 PM	Community Toxics Collection, Sonoma
13	1 - 3 PM	Central Disposal Site Tour, SRJC
17	4 - 8 PM	Community Toxics Collection, Santa Rosa, SW
19	2:45 - 4 PM	Compost presentation, Bay Friendly Landscaping Course, Napa
21	1 - 2 PM	Earth Day Tours, General Public, Sonoma Compost
21	10 - 11 AM	Earth Day Tours, General Public, Sonoma Compost
22	11 AM - 3 PM	Town of Windsor Earth Day & Wellness Festival
22	12 N - 4 PM	Earth Day Event, Santa Rosa
24	4 - 8 PM	Community Toxics Collection, Guerneville
25	6 - 7 PM	Compost Presentation, Santa Rosa Clean Energy, Sonoma Mountain Village, Rohnert Park
26	1 - 3 PM	Central Disposal Site Tour, SRJC
28	12 N - 5 PM	Cinco de Mayo Celebration, Windsor
28	10 AM - 12 N	Oil Filter Exchange at Pep Boys, Rohnert Park
28	2 - 6 PM	Kawana Elementary Dia del Niños, Santa Rosa
28, 29	8 AM - 4 PM	Electronics Waste Collection Event, Healdsburg, Goodwill Retail Store parking lot
28, 29	10 AM - 5 PM	Annual Bodega Bay Fisherman's Festival, Bodega Bay
29	1 AM - 4 PM	Dia del Niño Radio Lazer Celebration, Petaluma

May 2012 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
3	5 - 7 PM	Rohnert Park 2012 Business Showcase
5	2 - 8 PM	Roseland Cinco de Mayo Celebration, Santa Rosa
8	4 - 8 PM	Community Toxics Collection, Healdsburg

9	5 – 8:30 PM	Wednesday Downtown Market, Santa Rosa
10	9 – 10 AM	Outreach to Graton Labor Center, Graton
10	4 - 7 PM	Santa Rosa Chamber of Commerce 2012 Showcase
11	7:30 AM - 7 PM	Sustainable Enterprises Conference, Agency booth, Rohnert Park
11	7:30 AM - 7 PM	Sustainable Enterprises Conference, Sonoma Compost table, Rohnert Park
15	4 - 8 PM	Community Toxics Collection, Sonoma
16	5 – 8:30 PM	Wednesday Downtown Market, Santa Rosa
19, 20	8 AM - 4 PM	Electronics Waste Collection Event, Santa Rosa, Whole Foods Coddington Mall
20	2 - 8 PM	Elsie Ellen High School Lobo Community Fair, Santa Rosa
20	11 AM – 3 PM	It's Fun to Be Healthy Event, Cotati
22	4 - 8 PM	Community Toxics Collection, Santa Rosa, NW
23	5 – 8:30 PM	Wednesday Downtown Market, Santa Rosa
29	4 - 8 PM	Community Toxics Collection, Oakmont
30	5 – 8:30 PM	Wednesday Downtown Market, Santa Rosa



Agenda Item #:13.2.b
Cost Center: Education
Staff Contact: Mikus/Carter
Agenda Date: 4/18/2012

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 – 37% of total outreach - were sent in this mailing. We are in week five since the Phase 1 (of 3) mailing, and have received 682 postcards, together with 52 phone calls and 58 emails in response to our letter. Thus far, we have completed more than 57 site visits, and have at least 41 more are scheduled. Of the 682 postcards, we have responded to 430 via email and/or phone. Many businesses are requesting assistance in either setting up recycling or improving their efforts. The Phase 1 response is currently at 14%.

The Phase 2 mailing occurred on April 2 which covered the entire Petaluma area. Approximately 3,600 letters - 28% of total outreach – were sent in the Phase 2 mailing. 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.

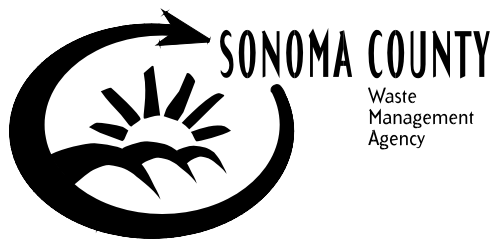
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

None required.

V. ATTACHMENTS

None.

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



Agenda Item #:13.2.c
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 4/18/2012

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 Agency 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 the Department of Resources Recycling and Recovery's (CalRecycle) Used Oil Block Grant, Cycle 15 and Oil Payment Program.

II. DISCUSSION

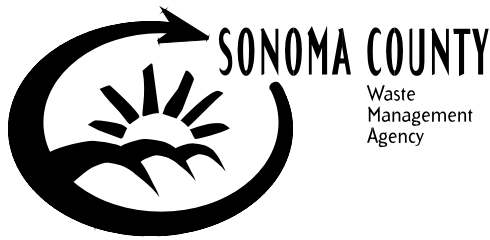
Staff is providing this report each month in an effort to update the Board members on how the funds are being spent. There is one new expense to report since the last Agency Board meeting.

The Agency will be advertising proper used oil and filter collection through an online campaign with Comcast Spotlight. Approximately 70% of Sonoma County households have service provided by Comcast. Comcast provides a website (Xfinity site) and email services to their customers. The Agency's ads will appear on the Xfinity Home, News, Sports, Entertainment, and Finance pages in addition to the MAIL Center and Sign-In-Page.

The total investment for the Agency is \$15,000 for 937,500 impressions. An impression (in the context of online advertising) is a measure of the number of times an ad is displayed. Each time an ad displays, it is counted as one impression. The click through rate will be tracked from the Agency's Xfinity site ads to the Agency's website. Comcast will provide weekly campaign reports which will include impressions served and click through rates. Agency staff will use the information to evaluate advertising methods.

Agency staff will provide another update to the Board next month.

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



Agenda Item #: 13.2.d
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 4/18/2012

ITEM: EPR Update

I. BACKGROUND

The SCWMA recognizes that Extended Producer Responsibility (EPR) is a waste management approach that will assist and enhance efforts to manage waste products by shifting responsibility for collection, transportation and management for discarded products away from local governments to the manufacturers. To formalize this support, the SCWMA passed and circulated a resolution (Resolution 2001-021) to elected officials at the state and national level.

The SCWMA has maintained an active interest in EPR with actions such as being a founding member of the California Product Stewardship Council (CPSC) and hiring a consultant (R3 Consulting Group, Inc.) to write an Extended Producer Responsibility Implementation Plan, which the SCWMA Board of Directors approved at their February 21, 2007 meeting.

Since the plan was approved, staff has stayed current on EPR legislation and continues to send letters of support to legislators when appropriate. All letters of support are included as part of the Agency Board agendas. The Agency actively participates with CPSC and Product Stewardship Institute (PSI) to develop coordinated efforts with other California local governments to promote EPR legislation for batteries, lamps, and other wastes of concern.

II. DISCUSSION

The purpose of this staff report is to update the Agency Board on current EPR legislation.

2010 Legislation

Governor Schwarzenegger signed three producer responsibility bills into law during the 2010 session: AB 1343, paint recycling, by Assembly member Jared Huffman; AB 2398, carpet recycling, by Assembly Speaker John Perez; and SB 346, reducing copper in brake pads, by Senator Christine Kehoe.

All three bills were the culmination of years of negotiations between industry groups and state and local governments, waste haulers, recyclers, water associations, and solid waste professionals working towards fully funded and cost-effective solutions to these problem products.

California is the first state to pass producer responsibility legislation for carpet. The law prohibits carpet producers from selling carpet in California unless they are participating in the carpet stewardship program. As a result of this new law, California consumers will now have more locations to discard of their unwanted carpet for recycling with no costs upon return. Consumers will pay fees at point of sale to cover the program costs. The Carpet America Recovery Effort (CARE), a 3rd-party nonprofit carpet stewardship organization, will serve as the carpet stewardship organization until April 1, 2015. Carpet Manufacturers were required to submit a stewardship plan to the California Department of Resources Recycling and Recovery (CalRecycle) by September 30, 2011. CARE starts implementation of this program in 2012.

California is the second state in the U.S. to pass producer responsibility legislation for paint. Oregon legislation (HB 3037) signed into law on July 23, 2009 requires manufacturers of

architectural paint sold in Oregon to establish an industry managed and funded leftover paint stewardship program.

Of the three EPR bills passed in 2010, paint recycling AB 1343 will have the most direct impact on the Agency's programs. 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. California's program will be modeled after the Oregon paint program.

Agency staff has been participating in CalRecycle webinars and conference calls to discuss how the new paint recycling law will be rolled out in California. California's paint stewardship law will be implemented by PaintCare, a nonprofit stewardship organization working on behalf of the paint producers. On September 9, 2011, Agency staff met with representatives from PaintCare at the Household Toxics Facility to discuss how paint is managed at the facility. Agency staff will continue conversations with PaintCare on coordination between the new paint program and the Agency's existing HHW collection program. The next step will be for Agency staff to meet with PaintCare to discuss the details of a future contract.

Agency staff submitted a Letter of Intent, signed by the Agency Executive Director, expressing interest in participating in this program. All letters received by PaintCare were used to communicate interest in the program to CalRecycle.

The paint manufacturers, through PaintCare, submitted a paint stewardship plan to CalRecycle by April 1, 2012. The program is set to be implemented in Fiscal Year 12/13. It is too soon to know how much cost savings the new program will have for the Agency or when exactly the program will be implemented in Sonoma County. Agency staff will present a more detailed report to the Board when this information is available.

Current Legislative and EPR Action

SB 515 would have required battery manufacturers to design, fund and operate a stewardship program to properly manage batteries in order to sell their products in California. This bill was held on the suspense file for further work per the request of the author Senator Ellen Corbett. As of 2012, this bill is no longer active.

Motivated by a recently completed Massachusetts Institute of Technology (MIT) Life Cycle Assessment, the US primary (non-rechargeable) battery industry, under the not-for-profit Corporation for Battery Recycling (CBR) launched two of the six scheduled Foundation Programs. The Programs will be used to gather data from existing battery collection programs to aid in the development of an environmentally positive and economically sustainable national stewardship program scheduled for launch in 2013. CBR was founded by the five major primary battery manufacturers in the North American market; Energizer, Duracell, Kodak, Rayovac and Panasonic.

Santa Clara County, CA and Hennepin County, Minneapolis were selected to be the first Foundation Programs to receive funding from CBR. The remaining four Foundation Programs; Onondaga County (Syracuse NY), San Luis Obispo County, CA, King and Snohomish County (Seattle, WA) will hopefully launch in April of 2012.

Staff will continue to update the Board on the effects of these new laws, current legislative action, and on new EPR related items as they arise.

III. FUNDING IMPACT

This agenda item is for informational purposes only. There is no funding impact resulting from this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

There is no recommended action resulting from this agenda item.

V. ATTACHMENTS

None.

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