

**SONOMA COUNTY WASTE MANAGEMENT AGENCY**

**ADJOURNED REGULAR MEETING**

December 05, 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.**

**AGENDA**

- | <u>Item</u>  | <u>Action</u>                           |
|--|---|
| 1. Call to Order Adjourned Regular Meeting   |   |
| 2. Agenda Approval   |   |
| 3. Public Comments (items not on the agenda)   |   |
| <b><u>Consent</u></b> (w/attachments) <span style="float: right;">Discussion/Action</span> |   |
| 4.1 Minutes of October 24, 2012 Adjourned Regular Meeting (pg 4)                           |   |
| 4.2 Manpower Agreement for Mandatory Commercial Recycling – Cycle 2 (pg 10)                |   |
| <b><u>Regular Calendar</u></b>   |   |
| 5. Joint Powers Agency Discussion<br>[Mikus, Coleson](Attachments) (pg 15)                 | Discussion/Action<br><b>ALL</b>         |
| 6. Carryout Bags Revised Ordinance<br>[Carter](Attachment) (pg 57)                         | Discussion/Action<br><b>Contingency</b> |
| 7. Carryout Bags Public Distribution Plan<br>[Chilcott](Attachments) (pg 63)               | Discussion/Action<br><b>Contingency</b> |
| 8. Sonoma County/City Solid Waste Advisory (SWAG)<br>[Barbose]                             | Discussion/Action<br><b>Planning</b>    |
| 9. <b><u>Attachments/Correspondence:</u></b>   |   |
| 9.1 Director's Agenda Notes (pg 72)  |   |
| 9.2 Reports by Staff and Others:   |   |
| 9.2.a November & December 2012 plus January 2013 Outreach Events (pg 74)                   |   |

10. On file w/Clerk: for copy call 565-3579  
Resolutions approved in October 2012
11. Boardmember Comments
12. Staff Comments
13. Next SCWMA meeting: January 16, 2013
14. Adjourn

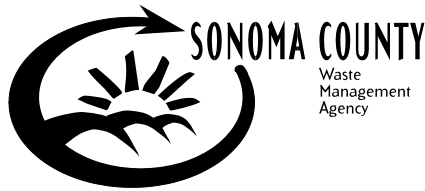
**Consent Calendar:** These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

**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](http://www.recyclenow.org)



Agenda Item #4.1

Minutes of October 24, 2012 Adjourned Regular Meeting

The Sonoma County Waste Management Agency met on October 24, 2012, in the Cotati Room at Ray Miller Community Center, 216 East School Street, Cotati, 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

Bob Cox  
Susan Harvey, Vice Chair  
Mike Kirn  
Dan St. John  
Linda Babonis  
Jennifer Phillips  
Sue Kelly  
Steve Barbose  
Susan Klassen  
Debora Fudge

**Staff Present:**

Counsel  
Staff

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

Recorder

**1. Call to Order/Introductions**

The meeting was called to order at 9:03 a.m. by Vice Chair Harvey.

**2. Agenda Approval**

**Mike Kirn, City of Healdsburg, moved to approve the agenda. Susan Klassen, County of Sonoma, seconded. City of Santa Rosa and Town of Windsor absent. Agenda approved.**

**3. Public Comments (items not on the agenda)**

**None.**

**Consent**

**4.1 Minutes of September 19, 2012**

**4.2 FY 12-13 First Quarter Financial Report**

**Sue Kelly, City of Sebastopol, moved to approve the consent calendar with the revised September minutes. Susan Klassen, County of Sonoma, seconded. City of Santa Rosa and Town of Windsor absent. City of Rohnert Park abstained. Consent calendar approved as revised.**

*Jennifer Phillips, City of Santa Rosa arrived at 9:08 a.m.*

*Debora Fudge, Town of Windsor arrived at 9:09 a.m.*

## **Regular Calendar**

### **5. Public Hearing for Receiving Comments on Recirculated Draft Environmental Impact Report (EIR)**

Patrick Carter reported that on October 4, 2012 the Notice of Availability of the Recirculated Draft Environmental Impact Report (RDEIR) was mailed out to interested parties and relevant public agencies as required by the CEQA. The notification of completion was delivered to the California State Clearing House beginning a 45 day comment period. On October 8, 2012 a Notice of Availability was published in the Press Democrat announcing the RDEIR's availability and this public hearing. Copies of the RDEIR were delivered to the Sonoma County libraries and posted on the SCWMA website. The 45 day comment period began on October 4, 2012 and will conclude on November 19, 2012 at 4:00pm. Written comments can be mailed to Patrick Carter at the SCWMA offices. Staff recommended opening up the meeting as a public hearing to receive oral comments and closing it after receiving comments.

Paul Miller, Project Manager from ESA, gave a presentation on the impacts and the reason for the recirculation of the draft EIR. A handout of the presentation was available.

#### **Board Discussion**

Mike Kirn, City of Healdsburg, asked what the mitigation effort with Caltrans entails. Mr. Carter replied the intersection has a signal but the delay time for left turn lane signal would need to be increased.

Dan St. John, City of Petaluma asked about the noise impact. Mr. Miller said the site would be a little further away so the noise would be slightly less but not much of a change.

Vice Chair Harvey, asked if we were in discussions with Caltrans on the interchange. Mr. Carter responded at this point there have only been preliminary conversations.

Vice Chair Harvey opened the public hearing.

#### **Public Comment**

(Note: These comments were copied verbatim from the recording for the transcript)

##### **Margaret Kullberg – 1036 Stage Gulch Road, Petaluma**

My name is Margaret Kullberg and I live at 1036 Stage Gulch Road across from Site 40 which I commented on in the original Draft EIR. I wish to comment now on the adequacy of the recirculated Draft EIR. According to the RDEIR the SCWMA compost facility the Central Site Facility is the most practical site for the compost. The report states on page 4 that the other sites, 5A and the Lakeville Site and the site across from me Site 40 would both require a general plan amendment for zoning change and also the Williamson Act contracts on them would have to be nullified. All these changes would be difficult. It also states that the Central Site alternative meets all the primary objectives as he so stated. One of the big major factors was that the original EIR was that the processing from 110,000 tons per year is going to be projected to 200,000 tons per year and due to the new technology this can now be accomplished at the Central Site. Page 3 states that the Central Site is now environmentally superior and the preferred alternative to the project. Therefore, I find the RDEIR very adequate. I'm very thankful that the RDEIR decides that this site is the most logical and I hope that you will concur with this because it is the cheapest definitely and the most practical place to have the compost facility. Thank you.

##### **Allan Tose – 561 Broadway (Site 40 Representative)**

Hi I'm Allan Tose. I'm the representative for the owners of Site 40 and there's been an omission in the EIR update. The County Board of Supervisors changed the zoning requirement for composting facilities in LEA zoning in January with the adoption of Ordinance

6954. So, commercial composting is now allowed in LEA zoning. As well as it complies with the Williamson Act because they've changed the designation from basically industrial and agricultural zoning to composting is now an agricultural function. So the ordinance that they passed apparently the General Plan consistency analysis with which the EIR is based on is obsolete at this point. It was done in about a year ago and in the interim the County has passed this ordinance that brings it into compliance with the state recycling code and also in compliance with the Williamson Act. So General Plan amendment is no longer needed. All that's needed to provide build the composting facility on Site 40 is a use permit and it will be in full compliance. So the comments that in the recirculated EIR for Site 40 for the comments that they say that make it less desirable are would require General Plan amendment a zoning change and dealing with the Williamson Act none of those apply anymore. Also, it said it would require an aerated static pile system would be required and that a windrow composting wouldn't be allowed but actually it would be because it's agricultural rather than an industrial function at this point. So as far as if you look at the cost which is in part of the EIR having to do this very expensive composting at the Central Site compared to shipping it out of the County which is probably about a third the cost of composting it this way and composting it at Site 40 would be the cheapest by far because you could actually still windrow them the yard waste and such. So I from reviewing this would looks like Site 40 really probably is the best environmental site if you take into account the new information of the Board of Supervisors passing a new resolution.

#### **Nea Bradford**

I have several sets of questions. One of them pertains to the description of the advanced composting technology. I don't understand those terms of cement push walls, special covers, and my just from a little rudimentary building science I have when you have positive pressure building it's pushing things out so how does positive pressure within a building composed of where things are composting keep emissions from going out. I mean if positive pressure is pushing the emissions out I mean I know that must be wrong but I don't quite get it. Why you would want positive pressure within the composting building in order to maintain emissions. So that's one set. Their terms used in this the new technologies that's going to make this work which was the cement walls, special covers and I'd be curious to know I looked that up as to kind of know what special covers means it's kind of a vague term. So they can be made of vinyl or Geotech or Micropore and for example I understand the Micropore depending on how well it's used covers can be fit as low as 50% effective up to 95% effective whether different rates of effectiveness for vinyl covers or Gore-Tex or the Geotech covers. So I'd like to know what kind of covers the special covers are going to be and let's see and I just as a layman try to understand what the advantage of positive pressure is and then that's one set the other set of questions has to do with am I understanding this correctly that the composting is going to take place within a building and its going to have special covers and a positive pressure within the building and there's some kind of computer thing that's going to monitor this and what those terms mean and then a related question is. What how are the emission contained on the compost the raw materials before they are put in this building and on the what are the emissions containment for the compost products after their finished when there so at different stages when is the composting material covered and not covered and what's the emission containment on it? The other thing I didn't understand is on looking at the recirculated thing it said well obviously options A and B don't work. I didn't quite understand why they didn't work because I went through and tallied up on that chart of comparing all the different sites to 5 I think it was 5A and compared them and A and B got the low the most low the most l's which is the least impact and so but then at the bottom of the table it just said but obviously these aren't useful or these aren't good sites. Why aren't they? They seem to have the best rating compared to 5A and then I guess that's one other question I wanted to ask and maybe this is not the appropriate meeting and are the cities and the County trying to indemnify themselves from this project so those of us in these neighborhoods if something goes wrong we're just kind of left holding the bag or are you all willing to be our partners in making Sonoma County

green so if something goes wrong you are on the hook with us? That's the end of my questions.

**Pam Davis – Sonoma Compost Company**

Good morning. I'm Pam Davis with Sonoma Compost and just a couple of quick comments. First I just want to say that we support the selection of the Central Site alternative for developing a new compost facility that will meet the future needs of residents of Sonoma County and provide a facility that can meet the increased environmental standards. The compost program is already operating adjacent to the proposed site and with meeting increased air and water quality regulations we think the impacts on the new facility will be decreased overall. Just in terms of some of the conflicts that are mentioned here specific to the noise impacts during operations is limited to one adjacent house and we think that with the additional sound mitigations that could be reduced even further. As far as the traffic goes the material that's being accepted at the site right now and the additional material that's being proposed to be accepted at compost is already being delivered to that location. So we don't really anticipate much of if any increase of traffic to the facility and then leaving the facility because a lot of the proposed material right now were processing as you know about 100,000 tons a year and the facility is going to be rated for 200,000 tons which will take some time to develop that but a lot of that material that their talking about increasing coming to the facility is going to be food waste, food scraps which is a very high water content so we're not going to see a doubling of material leaving. There might be 60 to 70% because we're going to lose a lot of that moisture there. So we don't think that the you know we're not going to see a doubling of the traffic occurring. Finally, just to real briefly speak to the technology you know we're the proposed technology is meeting is going to meet increased air and quality standards so it's a very different process than what we're doing right now. Right now we have an open windrow system. We are going to indeed have covered piles that meet the increased imposed standards for I guess San Joaquin Air Quality District has some new proposed standards that are going to be the highest in the state and before they get watered down and actually accept this technology that we are proposing meets those higher standards so we're confident that we're going to see much less emissions well were definitely going to be seeing a lots less emissions than we're currently having and I think that it will be quite satisfactory so anyway just want to say that we support the central alternative site and thank you very much. Look forward to continuing to work with you.

Vice Chair Harvey closed the public hearing.

Patrick Carter stated all questions and comments would be addressed in the Final EIR.

**6. Compost Operations Contract**

Henry Mikus, Executive Director, recapped that in June a compost operating contract with Sonoma Compost Company (SCC) was presented for approval. The vote was not successful so as an interim measure a four month extension was agreed to. The Agency recommended another four month extension to the composting operating contract as there are still some unresolved issues.

**Public Comment**

Pam Davis, SCC, stated it was their idea to request another four month extension because it was obvious that a unanimous vote would not be reached. It's their hope that in the next few months a contract for a four year term can be agreed upon.

**Board Comment**

Dan St. John, City of Petaluma, asked for an update on the composting operations issues. Mr. Mikus responded that there were two issues that prevented the agreement from being approved previously, the license/lease agreement and the term of the agreement.

Steve Barbose, City of Sonoma, added that until the question is answered about whether or not Compost is going to be included in the Master Operations Agreement (MOA) being discussed with the landfill these extensions will probably have to continue.

Debora Fudge, Town of Windsor, stated it isn't financially feasible for SCC to have another four month extension so this needs to be taken seriously.

Mr. Barbose stated that SCC has continued to give favorable pricing with these contract extensions but they need a long term agreement so they can plan for capital improvements and amortize their costs.

Vice Chair Harvey asked what could be done to move this along. Susan Klassen, County of Sonoma, said she expects this to be resolved in short order. The County's goal with the MOA is to get it to their Board by January and have it for the cities consideration in January and February. The four month extension would go through July and she sees no reason why resolution could not be reached by then. She has no authorization to vote on the compost operations contract until there is a lease in place.

Mr. St. John asked what would happen if the extension fails. Mr. Mikus answered that on November 15, 2012 SCC would no longer accept material. That material would most likely have to be hauled out of the county. Mr. St. John said then it seems we have no choice but to extend.

Mr. Barbose, motioned to adopt the tenth amendment to the agreement between the County of Sonoma, SCWMA and SCC for organic materials processing, composting and marketing services. This would extend the current agreement four months which would mean that the acceptance date for new materials would now be March 15, 2013 and the end date for operations would be July 15, 2013. Sue Kelly, City of Sebastopol seconded.

Mr. St. John asked that the motion be amended to include a request of the County to return to the Board in two months with a complete update on the status of the lease.

**Steve Barbose, City of Sonoma, moved to approve the amended motion to adopt the tenth amendment to the agreement between the County of Sonoma, SCWMA and SCC for organic materials processing, composting and marketing services and for the County to bring the status of the lease agreement back to the Board in two months. Sue Kelly, City of Sebastopol, seconded. Motion carried unanimously.**

## **7. Joint Powers Agreement Expiration**

Henry Mikus, Executive Director, reported that the draft Joint Powers Agreement (JPA) is being brought back for discussion. Agency Counsel revised the agreement using suggestions Boardmembers had previously given. There were five key areas revised.

Janet Coleson, Agency Counsel, added that she tried to include all of the comments that were received from the Board and that it is a work in progress. Ms. Coleson remarked on a letter was sent out by the County indicating they believed this item was in violation of the Brown Act. Agency Counsel stated it met the requirements of the Brown Act and urged Boardmembers to contact her in the future if they have questions about the Agency packet. Ms. Coleson asked for direction on the JPA realizing that Boardmembers need to go back to their jurisdictions.

### **Public Comment**

Ernie Carpenter, consultant, said he disagreed that this is a negotiation between two private companies, Republic and SCC. He suggested that landfill ownership, public policy issues, the

solid waste plan that describes certain things, rate structures, and public responsibilities are all affected by these negotiations. He asked that the Agency look beyond that to the public policy issues. His opinion is that there is more going on here than meets the eye and it's kind of in this letter from the County. He suggests that something is happening with the County and Republic to put SCC in the position of having no power. Somehow the role of SCC is being diminished. He concluded that if things continue on the path they are going, he doesn't think there will be a viable JPA when the process is concluded.

#### **Board Discussion**

Dan St. John, City of Petaluma, asked what the drop dead date is. Mr. Mikus replied that February 2017 is the drop dead date, the expiration of the Agency. The contracts are driven by the end date of the Agency.

After much discussion it was determined that a decision cannot be made on the options of the JPA at this time. The Board directed staff to come back to the December 5, 2012 meeting with a detailed description of each program, including what the Agency does as it relates to that program, what their contractor does as it relates to that program, and how it fits into the budget.

#### **8. Sonoma County/City Solid Waste Advisory Group (SWAG)**

Steve Barbose, City of Sonoma and Sonoma Waste Advisory Group (SWAG) liaison, gave an update on what was discussed at the last SWAG meeting. The next SWAG meeting will be held October 25, 2012. 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](http://www.sonoma-county.org/tpw/divisions/integrated_waste/solid_waste_adv_group.htm)

#### **Board Discussion**

Janet Coleson, Agency Counsel, said she is concerned that the Agency has been brought into the County/City liability mix. She was aware of discussions amongst the county and the cities about the cities liability at the landfill site but she has never heard that the Agency would have any of that liability. There has been no discussion with her or the Agency about this. The Agency has two sites at the Landfill, the Compost and the Household Toxics Facility site and it has indemnification from both those operators.

Dan St. John, City of Petaluma, said he's uncomfortable that things are going on at the SWAG that involve the Agency yet the Agency is not at the table. Mr. Mikus added that he asked to be involved in the discussions with the SWAG but his request received no traction.

#### **Public Comment**

Nea Bradford, asked if the cities and the county and this Agency are concerned that they are directing activities that they feel could cause a risk to the residents of Sonoma County and that is the reason they are asking to be released from that liability. She inquired when the citizenry of Sonoma County would be allowed to provide input. Susan Klassen, County of Sonoma, replied that one of the primary goals associated with the MOA was to have the private operator take over full liability going forward for the post closure maintenance, the closure of the landfill and long term maintenance of the entire property itself. If other operations are going to be on that property that County has no control over, the County wants appropriate indemnification for those operations. The issue is not that County is looking for the Agency to take on additional liability.

#### **Board Comment**

Mr. Barbose commented that if there are now going to be discussions about the possibility of this Agency entering into a contract with Republic in some fashion then certainly the Executive Director should be brought into the loop about those discussions.



**9. Attachments/Correspondence**

Vice Chair Harvey called attention to the Director's Agenda Notes, Reports by Staff and Others; October, November and December 2012 Outreach Events and Agenda Plan Worksheet.

**10. On File with the Clerk**

Vice Chair Harvey noted resolutions approved in September 2012, on file with the clerk.

**11. Boardmember Comments**

None.

**12. Staff Comments**

Henry Mikus, Executive Director, noted that under the Attachments/Correspondence there is an agenda plan worksheet. Comments had been made in previous meetings about having an advanced calendar.

Lisa Steinman announced that there is a new state paint stewardship program that was launched last Friday and there are about 330 locations currently within California that are participating. Six of which are in Sonoma County and will accept up to 5 gallons of paint a day from residents and small quantity generator businesses. All the information can be found on the Agency website.

**16. Next SCWMA Adjourned Regular Meeting, December 5, 2012.**

**17. Adjournment**

Meeting adjourned at 11:39 a.m.

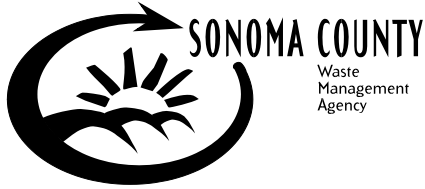
Respectfully submitted,  
Debra Dowdell

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

Revised Minutes of September 19, 2012

PowerPoint of the ESA presentation

Letter from Allan Tose concerning the RDEIR



**Agenda Item #: 4.2**  
**Cost Center: Education**  
**Staff Contact: Mikus/Carter**  
**Agenda Date: 12/5/12**

## **Item: Manpower Agreement for Mandatory Commercial Recycling – Cycle 2**

### **I. BACKGROUND**

Utilizing City/County Payment Program beverage container grant funding, during FY 11-12 the Agency conducted a Mandatory Commercial Recycling (MCR) education outreach program to commercial businesses and multifamily residences. This program was prompted by what were then California's upcoming mandatory commercial recycling regulation requirements. Promulgated via AB 341 in October 2011, MCR was made obligatory effective July 1, 2012.

### **II. DISCUSSION**

During the initial MCR1 program, temporary employees from Manpower were hired to do the database development and educational outreach. Staff provided oversight and support to them throughout the project.

The second cycle has been funded and has been planned to mirror the successful initial MCR program. Using the database previously developed, the targeted populations for outreach during MCR2 are residents of the multi-family complexes whose managers were contacted during MCR1, guests using temporary affordable accommodations, such as hotels, motels, etc., and students at identified schools. Since it is planned for the Agency to use contract employees from Manpower, Agency Counsel suggested the Agency use a more definite agreement with Manpower for the duration of the project.

After a Board directed inquiry to franchise holder, the Ratto Group has agreed to provide Spanish speaking employees to work alongside Agency employees at outreach events within their service areas. This support by the Ratto Group is considered "in kind" and will not be a part of the funding necessary for the project and the planned project budget has been adjusted accordingly.

The MCR database identified 395 multi-family complexes in county; 154 of these received visits to their managers during the initial educational efforts. Similarly, the database identified 165 schools of which 2 were visited. The concise numbers of "affordable hotels" has yet to be developed.

The planned MCR2 project sets goals of 150 visits with multi-family complexes' residents, 25 visits at schools, and 25 visits with the hotel group. Agency staff would again provide oversight and support to two temporary contract employees from Manpower, who would do the informational visits. Project duration is expected to be approximately nine months beginning January 2013. The project budget includes provision for supplies, printing, travel mileage, and other miscellaneous expenses. The total cost is estimated at \$72,292

Contract Labor	Agency Staff	Total labor	Supplies & Misc.	Total Cost
\$42,120	\$23,600	\$65,720	\$6,572	\$72,292

### III. FUNDING IMPACT

Funding of the \$72,292 estimated cost would be from the annual City/County Payment Program beverage container grant funding; grant total is approximately \$137,000 leaving approximately \$64,700 available for beverage container purchases or enhancement of the MCR2 project.

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Authorize the Executive Director to negotiate and execute an agreement with Manpower for staffing for the MCR2 project. The Manpower Agreement contains language for funding to not exceed \$42,120.

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA

MANPOWER AGREEMENT FOR  
MANDATORY COMMERCIAL RECYCLING – CYCLE 2

I. CONTRACTOR INFORMATION

Contractor: Manpower

Address: 490 Mendocino Avenue  
Santa Rosa, California 95403

Telephone: (707) 576-7855  
Fax: (707) 576-7951  
Email: david.ohman@manpwer.com

II. SCWMA INFORMATION

SCWMA: Sonoma County Waste Management SCWMA

Address: 2300 County Center Dr., Ste. B 100  
Santa Rosa, California  
95403

Telephone: (707) 565-3668  
Fax: (707) 565-3701

Project: Mandatory Commercial Recycling – Cycle 2

Completion Date: December 27, 2013

III. SCOPE OF WORK

Contractor shall educate specified Sonoma County multifamily complexes about the mandatory commercial recycling requirement from the state effective July 1, 2012.

Contractor shall offer assistance in the form of information, resources, and equipment, as budget allows.

Contractor shall only use educational materials and promotional items provided by SCWMA staff when contacting residents of the specified complexes.

IV. PAYMENT FOR SERVICES

Contractor shall submit invoices to SCWMA on a monthly basis itemizing each worker's time. Contractor will be paid within 10 (ten) working days of submittal.

The amount to be paid to Contractor is not to exceed \$42,120 provided by the CalRecycle City/County Payment Program.

## VI. CONFIDENTIALITY AND OWNERSHIP

The SCWMA retains the exclusive right of ownership to the work, products, inventions and confidential information produced for SCWMA by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by SCWMA.

## VII. TERMINATION

SCWMA may terminate this Agreement by written notice at any time at SCWMA's sole discretion.

## VIII. 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.

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 Sonoma County Waste Management Agency, its officers and employees, 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 insurance provided herein is primary coverage to the Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the SCWMA.
- c. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Waste Management Agency.

## VIII. INDEMNIFICATION:

Contractor agrees to accept responsibility for loss or damage to any person or entity, including but not limited to SCWMA, and to defend, indemnify, hold harmless, reimburse and release SCWMA, 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 SCWMA 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, including Contractor, to the extent arising out of the negligent acts

or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the SCWMA, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of the SCWMA. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it is ultimately determined that there is a duty to indemnify. SCWMA shall have the right to select its own legal counsel at the expense of Contractor, subject to Contractor's approval, which approval shall not be unreasonably withheld. 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 under workers' compensation acts, disability benefit acts, or other employee benefit acts.

IX. CHANGES TO THE AGREEMENT

Changes to this Agreement must be submitted in writing and approved by SCWMA's Executive Director.

XI. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, rules and regulations.

XII. APPLICABLE LAW AND FORUM

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

\_\_\_\_\_  
Dave, Ohman, Manpower

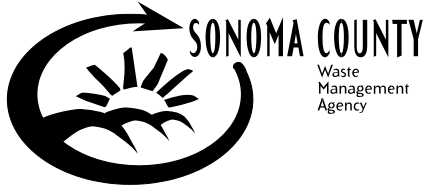
\_\_\_\_\_  
Date

Reviewed as to content:

\_\_\_\_\_  
Henry Mikus, SCWMA Executive Director

Reviewed as to form:

\_\_\_\_\_  
Janet Coleson, SCWMA Counsel



**Agenda Item #: 5**  
**Cost Center: All**  
**Staff Contact: Mikus**  
**Agenda Date: 12/5/2012**

## **ITEM: Joint Powers Agency Discussion**

### **I. BACKGROUND**

The original Joint Powers Agreement of February 1992 establishing the Sonoma County Waste Management Agency (SCWMA, or the Agency) has a fixed term limit of 25 years; thus the current end date of the agreement would be February 2017. The Board has initiated discussion on extending the Agency's term beyond that end date, which includes obtaining approval of an amended and restated agreement. As a next step in this discussion process the Board has asked staff to prepare an analysis of Agency functions, finances, options for carrying out these functions, and some of the issues surrounding the Agency's future.

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 and 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." Adoption of approving resolutions by the members' governing bodies occurred through early 1992, and the Agency had its first Board meeting in April 1992. 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.

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. Although they are distinct and different incoming materials,

and metrics are in place to track them separately, over time yard waste and wood waste have come to be thought of as components of a single “organics diversion” or compost program.

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 the last changes made by approval at the December 20, 2006 Board meeting.

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. At the April 18, 2012 discussion the Board directed staff and the Agency Counsel to develop a draft of an Agency agreement that would include extending the Agency’s continued operation beyond February 2017.

That draft agreement was presented to the Board for review and discussion at the June 20, 2012 meeting. The Board offered several comments and suggestions for changes, and asked staff and the Agency Counsel to incorporate the changes into the draft agreement, then return the document for further discussion. This occurred at the Board meeting of October 24, 2012. At that time the Board directed staff to prepare an analysis of Agency functions, finances, options for carrying out these functions, and some of the issues surrounding the Agency’s future.

This analysis is presented below.

## II. DISCUSSION

When the Board’s discussion about extending the Agency future began, the major issues under consideration were the new agreement term, the unanimous vote provision, finding sustainable financing methods, and selection of Board members. However, beginning late spring 2012 the County negotiations with a contractor for a long term Master Operations Agreement (MOA) for the Central Landfill began to impact the discussions on the Agency future. As the County negotiations evolved, it became known that at some point the Agency compost program, and most recently the Household Hazardous Waste (HHW) program, were under consideration as key components of the MOA specifically as potentially becoming the responsibility of the County’s contractor. But, as of this writing no concrete discussions on these plans have occurred that have included the Agency Board. It cannot be ignored though, that any changes to the operating structure of either of these programs would have an enormous impact on the mission, duties, and general character of the Agency not only in the near-term, but also beyond 2017.

Thus, in addition to the initial discussion items requiring resolution about any new Agency agreement, there need to be determinations made about where compost and HHW should be managed to best suit our member jurisdictions, our citizens, and environmental concerns. These decision points in turn



affect the Agency with regards to financial viability, programs to be managed, staffing levels, and overall efficiency.

### **Current Functions:**

#### *Compost:*

The Agency operates a composting program that accepts wood, yard, and vegetative food waste that are processed into several products, with the chief being compost. This operation is sited on county property above previously buried trash at the Central Landfill and is run on behalf of the Agency by a private contractor, Sonoma Compost Company (SCC). This operating contract was recently redone through a competitive procurement process, with SCC successful as the selectee for the new contract, but implementation of the new contract was held in abeyance because of the county negotiations previously discussed. This program diverts from the waste stream, and processes, nearly 100,000 tons of organic material per year. Finished compost is sold almost entirely within Sonoma County to both the agriculture community and our members' constituents, so is a true example of full-circle recycling. The finished compost is Organic Materials Review Institute (OMRI)-listed as organic materials. In addition to the material sales, via an allocation program (based on 10% of incoming materials) mulch and compost are made available free of charge to our member jurisdictions. Also, approximately 10,000 tons per year of ground wood are provided free as feedstock to the Laguna Regional Waste Water Treatment Plant for their bio-solids composting program, which has a processing cost to the Agency of over \$250,000.

#### *Household Hazardous Waste:*

The HHW program has several components. A three party agreement between the Agency, the County, and Clean Harbors Environmental Services functions as an operating contract, where Clean Harbors manages a Toxics Collection Facility on County property at the Central Disposal Site to collect and properly dispose of a variety of environmentally challenging materials including pesticides, paint products, cleaners, batteries, spent fluorescent bulbs, expired medicines, automotive products, and fuels. Citizens can utilize the program for free while businesses that qualify as Conditionally Exempt Small Quantity Generators can participate for a fee. The program accepts drop-offs at the Toxics Facility, plus holds weekly Community Toxic Collection events throughout the county. The Toxic Rover system picks up materials at homes; this is fee based for most but free for seniors over age 80 and housebound residents. In recent years toxics collections have amassed 1.5 million plus pounds of materials annually, with the amount showing continuous growth.

In addition to toxics collections the Agency HHW program manages collection and environmentally acceptable disposal of other difficult wastes, such as used motor oils and E-Wastes, through additional contracts. The Agency has a contract with ECS Refining to provide E-waste transport and recycling services of E-waste collected at the county transfer stations and the Central Disposal Site. In addition to E-Waste collected through the county transfer stations, Goodwill Industries of the Redwood Empire via contract, partners with the Agency to hold monthly E-Waste collection events throughout the county to provide convenient access to our citizens. The Agency HHW program supports all manner of oil recycling collections, including two regional centers located in Petaluma and Windsor.

The aggregate typical amount of wastes collected by all the programs under HHW is approximately 2 million pounds per year; with the amount hitting a high of 2.8 million pounds in the most recent year.

#### *Planning and Reporting:*

The Agency performs the required solid waste regional planning and reporting functions on behalf of our member Jurisdictions. This is a more structured, formal role, as with the 1996 First Amendment to the Joint Powers Agreement the Agency was established as a “Regional Agency” to act on behalf of its member jurisdictions for planning and reporting.

The Agency prepares and submits an annual report to CalRecycle; this is done to show our region’s conformance with state diversion rate standards. Currently these rates are set at a minimum of 50%. Recent legislation via AB 341 raised the state diversion goal to 75%; however that is an overall statewide number thus the local threshold of 50% for our reporting is unchanged.

An additional regional planning role fulfilled by the Agency is management of the Countywide Integrated Waste Management Plan (ColWMP). This is a state-mandated planning document that sets forth facilities, goals, plans, and methods for managing our solid waste, whether this involves trash disposal, diversion efforts, or recycling programs. It is a key document that is reviewed at least every five years, and is an integral part of the solid waste permit process managed by CalRecycle and by local jurisdictions. Part of the Agency’s function with this document involves ensuring that new or modified facilities conform to the plan, which in turn enhances the collective regional synergy so that all participants effectively work to reduce waste.

The ColWMP is listed in local jurisdiction general plans as well. For example, the County’s General Plan references the ColWMP as “the principal planning document for solid waste management in the County” and Objective PF-2.9 states that the ColWMP shall be used as the policy document for solid waste management in the County. The ColWMP is also specifically referenced in General Plans for Healdsburg, Petaluma, Rohnert Park, and Santa Rosa.

As a Regional Agency, individual jurisdictions are not required to create and adopt individual Source Reduction and Recycling Elements, Household Hazardous Waste Elements, and Non-Disposal Facility Elements, and the unincorporated County is not required to create the Countywide Siting Element and Summary Plan for the Countywide Integrated Waste Management Plan.

The Agency also submits annual reports to the state regarding HHW collections, E-Waste collections, and the oil program. With the recent state rules regarding Mandatory Commercial Recycling (MCR) that new reporting requirement for education, outreach and monitoring will also fall to the Agency. However with its recent MCR outreach program, the Agency has already begun to fulfill State obligations.

Agency staff provides information annually to be included in the County’s National Pollution Discharge Elimination System (NPDES) Phase I and Phase II annual reports for small Municipal Separate Storm Sewer Systems (M.S.4s). The NPDES storm water permit requires that the County submit annual reports. The Agency is not a Co-Permit-Holder to the M.S.4 general permit and therefore is not subject to the permit. However, Sonoma County is a member of the Agency (who has a responsibility for administering integrated waste services countywide) that includes Sonoma County and all the cities in the County, with an agreement to address solid waste management issues. Sonoma County contributes financially to the Agency and its offices are located in the Sonoma County Department of Transportation and Public Works building. Agency efforts are described in the annual reports because they contribute to prevention of storm water pollution in Sonoma County. If the Agency chooses to terminate the efforts described in the annual reports, the County would have to revise the Storm Water Management Plan to delete the measurable goals provided by the Agency.

Under the Planning cost center the Agency is currently engaged in developing a regional single-use carryout bag ban ordinance as a result of clear support from our member jurisdictions. This program is funded by the Contingency Reserve Account which is described below.

### *Education and Outreach:*

The Agency manages public education and outreach programs for the region that meet ColWMP, Agency Board, State and Grant requirements. The Agency's roll in education is to act as an impartial organizer and coordinator of information among garbage companies, the Agency, the State, city/county programs, the business community and other organizations in order to integrate county-wide messages with a focus on consistency. Agency staff also manages additional regional diversion opportunities through obtaining grants (e.g., PG&E grant to expand collection of fluorescent lamps, CalRecycle grant to help establish Habitat for Humanity ReStore). Agency staff also fosters opportunities where there is no interest in the private sector (e.g., adding Styrofoam collection to Ewaste events as a pilot project). All Agency programs have Spanish language components in addition to English. Work is accomplished primarily by Agency staff (76%) and contractors (24%). Partnerships with other public and private entities (Russian River Watershed Association, Sonoma County Water Agency, The Ratto Group) augment the public education efforts.

The Agency employs annual education themes that respond to new regional programs or grant funded opportunities: Recent examples are: 2012, Used Motor Oil Recycling & Mandatory Commercial Recycling (grant funded); 2011, Safe Medicine Disposal Program; 2010, Extended Producer Responsibility--Take-Back for fluorescent lamps & household batteries (partially grant funded); 2009, E-waste electronics recycling; 2007-08, Curbside Veggies recycling. Major Agency staff efforts include publishing the annual **"Recycling Guide"**, maintaining the electronic version of the **"Recycling Guide"** via the web site [www.recyclenow.org](http://www.recyclenow.org), and answering the Eco-Desk telephone (565-3375) and email [recyclenow@sonoma-county.org](mailto:recyclenow@sonoma-county.org). The **"Recycling Guide"** and website offer our community a comprehensive listing of all manner of waste disposal, recycling, and diversion options available within our region. These efforts are fair and objective, as they treat all participants in the system equally, whether commercial or non-profit, large or small, multi-faceted or single-niche, or regardless of geographic coverage. Agency personnel attend and staff booths at a multitude of local events throughout each year, such as fairs, symposiums, farmers' markets, and conferences to share information about available recycling and diversion programs. The Eco-Desk phone and email response not only provides direct communication with the public, but also provides a forum for the public to relate important issues.

As the Agency does not have a general advertising budget, any paid advertising that takes place is related to a specific revenue-generating or grant program or is a specific contractor task. Education efforts accomplished by contractors include home composting education by UC Cooperative Extension, Used Motor Oil/Filter Recycling education and Spanish Language Outreach. Currently, the second iteration of a grant-funded Mandatory Commercial Recycling (MCR) outreach program is beginning. The MCR first phase provided information about recycling options available to commercial, multifamily, and government entities in advance of the start of state MCR rules; this was accomplished by a combination of mailing written materials, telephone contacts, and in-person visits. A major MCR program accomplishment was development of a comprehensive database that lists the commercial entities in Sonoma County subject to MCR. The second phase is targeting specific sectors of the community, particularly multi-family residence complexes, by site visits that include bilingual presentations to residents.

### *Finances:*

Agency activities are funded by user fees, contract revenues, and grants. No special or annual allotment support payments are levied on our member jurisdictions to finance the Agency's work. An Agency tip fee surcharge (currently \$5.95 per ton) is assessed on all trash processed by the County's solid waste system and is collected as a pass-through on the \$112/ton County tip fee. This surcharge is not applied to waste materials brought in-system for compost, HHW, or any recycling programs.

Via a contractual agreement, despite having its trash disposed of outside the county solid waste system, the City of Petaluma supports the Agency by paying the surcharge on its waste hauled elsewhere. This is done because Petaluma still benefits from all the Agency functions. Similarly, the City of Sonoma paid the Agency the surcharge of a portion of its trash that was out-hauled for a fixed period of two years. Certain contracts, such as the E-Waste collection and recycling contract, include revenue from payments for collected materials. As a general rule, planning/reporting, education, and HHW activities are supported by the tip fee surcharge.

Compost finances, per the Joint Powers Agreement, are separated from other Agency programs; in fact any revenue or surplus is required to remain within the compost program. The compost program has income from several sources. A tip fee is charged on inbound materials which is \$34.10 per ton for yard debris and \$27.60 per ton for wood at Central and \$36.20 per ton for yard debris and \$29.70 per ton for wood at the other transfer stations. The Agency also shares, with SCC, in the revenue from sales of processed materials from the compost program. However, the Agency pays SCC per-ton fees for processing, ranging from \$18.80 to \$26.03 per ton depending on the particular product, process, and material. The Agency also pays transport fees of \$10.96 per ton for organics materials collected at the transfer stations that are hauled to the Central Compost facility.

The Agency manages several Reserve Accounts that have grown over time. They are a Contingency Reserve, two HHW Reserves (Facility and Closure), and the Organics Reserve. The HHW reserve accounts provide funds to cover unusual catastrophic events where large unexpected amounts of HHW would need to be dealt with, and for all the closure related activities when the toxics facility is at the end of its useful life and requires closure. The organics fund is dedicated to providing basic seed money for developing and building a new compost facility. Currently this work is underway through development of an EIR for the project.

Grant monies are solicited, and received, from several sources, both government and commercial, to fund regional programs. Agency staff are responsible for all aspects of the grant process including grant applications, implementation, and reporting requirements. The two funding sources that have been regular in recent years are from the state, via the Cal Recycle Oil Payment Program (OPP) and City/County Payment Program for beverage container recycling (CCPP). The allocation to the recipients of the OPP and the CCPP is calculated on a per capita basis using the Department of Finance's population statistics. CalRecycle provides minimum awards to small jurisdictions: \$5,000 for cities and \$10,000 for counties. The Agency applies regionally and pools all the funds to run a more efficient County-wide program.

For the current fiscal year, in addition to these two grants we have received money from PG&E for the fluorescent lamp take-back program.

Over the past eight years the Agency has received and managed \$3.2 million as grant awards on behalf of the region.

#### *Staff:*

The Agency has six full-time employees: an Executive Director, a Management Analyst, an Agency Clerk, and three Program Managers. The Management Analyst serves as the Executive Director's deputy, and oversees the budget and finances. The Program Managers are assigned to specific Agency tasks. One Program Manager is responsible for the HHW activities, another Program Manager is responsible for the compost program plus the Agency Planning and Reporting work, and the third Program Manager directs the Education and Outreach work. Purposely, we currently are keeping one of the Program Manager positions vacant (this exists due to a recent retirement), until the way ahead with our involvement in the future with compost or HHW is resolved.

## **General Issues:**

The largest question is whether or not the Agency should continue beyond 2017, and if so, whether that should be in its basic current format, or altered to some degree. Of course, this is quite clouded by the possibility that the compost or HHW programs may become privatized via the County's MOA. Depending on how these larger-level questions are settled, numerous other questions will require resolution.

A related question involves whether or not the Agency is the best vehicle for performing the several responsibilities and programs as described above. Alternate options are to privatize some Agency functions, or to relinquish some responsibilities back to our members.

The current status embodies the statements written into the original 1992 Joint Powers Agreement for the Agency members to "...cooperate with each other... so as to carry out, in an efficient manner, these objectives."

## **Compost Issues:**

### *Summary of issues & options:*

- Who manages compost: Agency, landfill contractor, or different facility/firm
- Current site capacity/new compost site: location selection

### *Making compost a non-Agency operation:*

As part of the MOA currently in negotiations between the County and a private contractor, a proposal under discussion is to remove the compost program from the Agency and make it part of landfill contractor's responsibilities. However, as things currently stand, per the Joint Powers Agreement the Agency is to manage the wood and yard waste "treatment system" with all the Agency's ten members (including the County) obligated to provide support via their collected organic waste materials. This Joint Powers Agreement has the same force as a contract. Changing this arrangement would require an amendment to the Joint Powers Agreement approved by all Agency members. One alternate scenario proposed by the County has been for the Agency to contract with the County's prospective landfill operator, who would in turn contract with Sonoma Compost Company. However, the landfill operator has stated they would only be willing to use this arrangement until the end of the Agency's current term, after which they would operate the program without Agency involvement. Another possible arrangement, although one that has received little conversation or support, would be for the Agency to lease the land used by the compost program from the County's operator, and maintain the relationship with Sonoma Compost Company.

There have been two reasons put forth for removing the compost program from the Agency. The first has been, since the County's MOA contractor is to be held accountable for improved waste diversion rates they must also be allowed to control all waste diversion activities, which would include compost. However, our compost program is a process that provides a service; the Agency program is not involved with collecting organics materials nor is it involved in determining where such collected materials are taken. Those two functions, collecting and hauling, are the key ingredients to controlling organics diversion. Also, they are the purview of the County's prospective contractor and subcontractors already. Giving control of the compost program to the County's landfill contractor does not enhance that contractor's ability to divert more organics in any way. The second reason offered for moving compost from the Agency is tied to the prospective landfill contractor's offer to assume the closure and post-closure costs for the landfill from the County. The prospective contractor has been reported to require control of all Central Site activities in order to assume these costs. If the compost program moves to a new site away from the current landfill waste placement footprint (which has to happen), the compost operation would have no obligation to cover any closure



or post-closure costs as the current compost area is slated for burial of a substantial amount of future trash. In fact, for the Agency, compost program liabilities are covered via contract provisions (insurance, contractor bond) and our reserves.

*Taking materials to some other processing facility to produce compost:*

Under the current arrangement, the Agency's compost program is better than self-sustaining, as it has been able to not only cover its costs but set money aside for a new site and, together with such a facility, plan for program expansion. The composting operation at the Central Disposal Site has been operating since 1993, diverting over 1.3 million tons of organic waste from landfill disposal or alternative daily cover. The wood and yard waste programs have arguably been the Agency's most successful in terms of diversion and cost effectiveness – the tip fee for yard waste is roughly 1/3 that of the refuse tip fee. An Agency study of tip fees for organics materials at the nearest facilities in Northern California conducted in March 2011 found that the Agency's current fee structure is easily the lowest. With one exception, fees at other sites ranged from low end of \$32/ton and upwards, exclusive of transportation costs, making them not cost effective. The exception was Cold Creek Compost where the fee was \$16/ton; however site specific transportation quotes made this possibility more expensive in total expenses. Transporting organics materials to out-of-County sites is not considered cost effective, and would also result in much greater greenhouse gas emissions.

Participation in the Organics Program has steadily increased in since 1993 from 43,476 tons per year to a peak of 99,299 tons in 2008; last year the amount of material diverted into compost was 98,000 tons. While wood waste tonnages have declined; yard debris tonnages have increased to more than compensate for the decline in wood wastes. In 2007, the Agency released a Waste Characterization Study, performed by Cascadia Consulting Group, which identified nearly 145,000 tons per year of additional organic wastes which were landfilled instead of composted. Over 80,000 tons of these materials were food discards. Even with a reduced waste stream from the slowed economic conditions, ample need for program growth exists to justify a new facility with expanded capability.

The current program produces high quality products that provide direct benefits back to our community, both from local sales, and the materials utilized by our member jurisdictions free of charge. A great deal of planning, education and marketing effort on the part of the Agency and its contractor have created a sophisticated market in Sonoma County. Any reduction in quality would impact sales of current products and therefore dilute the highest use of local green waste.

It is reasonable to be very concerned that in order for the compost program to be financially viable under the landfill contractor's control several current facets will likely change. Tip fees for organics materials could rise. Because of price and market pressures, it is possible compost products could begin to be sold out of county, at a disservice to our members' constituents if less compost product was available as a consequence. Finally, the program's free benefits to our member jurisdictions (quarterly allocations and bulking material for the Laguna Wastewater Treatment Plant's bio-solids composting) could be in jeopardy.

*Compost site limitations:*

The current site of the compost facility, although in use since the mid-1990s, has always been considered temporary, as the County has said that location underlies much useful additional volume for trash placement. The current site has permit limitations of 108,000 tons of material processed per year, and it is clear that at the volumes handled by SCC in recent years the site is pretty well at its maximum. It is also clear much more organic material is available for diversion through a compost facility, primarily food wastes. However, the current compost permit only allows vegetative food waste to be accepted, thus meat and dairy products are excluded. Finally, the current methodology is open windrow composting which has limits on efficiency and fewer environmental controls than other more

advanced compost methodologies. Newer, proven alternate compost methods such as aerated static pile are available that are more space and time efficient, require significantly less water, and produce fewer odors; this method would be well suited to a new site that could process much more material which included full food waste.

*Selection & development of a new, increased capacity facility:*

The Agency is nearing the end of a lengthy process to identify the optimum location for a new compost facility. A site characterization study identified, then ranked, many sites within our region for this project. The top sites were chosen for further in-depth evaluation via CEQA documentation in an Environmental Impact Report (EIR). Due to some situational changes over time, the list of sites studied in the EIR has grown. Several sites in the southern area of Sonoma County plus a non-landfill section of the county's Central Site are included. A Draft EIR was published December 21, 2011, with a public hearing conducted on January 18, 2012. Public comments about the actual capacity of the Central site prompted revisions with a Recirculated Draft EIR recently issued with the public hearing and comment period taking place in October 2012. The Final EIR is planned for certification in January 2013, with site selection expected to occur after.

The Central Disposal Site is closer to the center of Sonoma County and very near Highway 101 which staff has calculated to make the organics hauling costs less at the Central Disposal Site than at Site 40.

Another consideration is impact per capita. According to County Assessor parcel data, there are approximately 250 parcels within a one mile radius of the Central Disposal Site which are zoned Land Extensive Agriculture (LEA), Diverse Agricultural, and Rural Residential. Approximately 30 parcels within a one mile radius of Site 40 and are predominantly zoned LEA.

A further complication to the site selection question is the Agency term beyond 2017. With this limit it is difficult to proceed with the project, as any contract or financial arrangement for site development would not be effective unless the term was for a long enough time period to effectively amortize cost at an affordable level.

A positive for the Agency developing a new site is the reserve account that exists specifically for this project. This fund currently holds approximately \$5M. During the early part of 2012, when the Agency conducted a bid process for a new compost operating contract, the Agency was able to obtain projected costs from firms for a well-defined project. These costs were analyzed both if paid by a contractor at 100% of the expense, and with the Agency providing the \$5M towards the cost of the project. Numbers were obtained for costs per ton tip fees for inbound materials. Although the costs were differing between contractors, the difference between using the Agency \$5M for development was approximately \$5 per ton less, which is a significant long-term reduction.

While environmental impacts will be discussed in the EIR, there are logistical issues that will need to be decided prior to site selection. To date, when the County has discussed the use of the non-landfill section of the Central Disposal Site, the option has always been presented as a lease, not purchase. In that scenario, the Agency could contribute to the development of the site (in lieu of a purchase) using its established reserve. If the Agency were to enter into a lease for the use of the Central Disposal Site, the Agency would be dependent on the County, whose plans for the site may change, and the Agency may again need to relocate.

**Household Hazardous Waste Issues:**

*Summary of issues & options:*

- Who manages HHW: Agency or the landfill contractor

- Separation of HHW functions: how to manage off-landfill site HHW activities
- Program growth: how to expand services
- Sustained funding long-term

*Making HHW a non-Agency operation:*

The idea to include HHW in the County MOA only surfaced recently. As with the compost program previously discussed, the Joint Powers Agreement sets the Agency up to manage the HHW program, so changing this arrangement would require an amendment to the Agreement supported by all ten members.

The Agency's Toxics Facility is located on the Central Disposal Site but outside the landfill waste footprint. The initial reason given for including HHW in the MOA is tied to the prospective landfill contractor's offer to assume the closure and post-closure costs for the landfill from the County. The prospective contractor has been reported to require control of all Central Disposal Site activities in order to assume these costs. However, the HHW facility's location away from buried trash would indicate it has no impact on landfill closure and post-closure costs. In fact, the Agency has developed two adequately funded HHW reserve accounts that provide funds to close the Toxics Facility (including complete removal of the building) if that ever became necessary. Also, the Agency's HHW contractor, Clean Harbors Environmental Services, carries sufficient insurance to cover any site liabilities, and to provide sufficient indemnification.

Approximately 78% of the Agency's tip fee surcharge is used to pay for HHW collections, the operation of the Toxics Facility, and HHW disposal. Agency staff put considerable effort into ensuring the HHW materials collected are handled, packaged, transported, and disposed of in accordance with applicable laws and regulations, and at the highest and safest standards possible. This program is expensive! However, the alternatives via disposal, handling, or transport to lesser standards are unpalatable.

It is difficult to understand how a contractor would wish to assume responsibility for a program that is quite expensive (thus a money loser), has some risk due to the materials handled, and has limited funding sources that are shrinking. It is reasonable to postulate at how services might need to decrease, free services might become for-fee services, and the high standards for handling and disposal might suffer given the difficult cost picture.

*HHW activities occurring away from the landfill facility:*

In addition to the Toxics Facility (which services residents and businesses that qualify as Conditionally Exempt Small Quantity Generators) the HHW program carries out weekly Community Toxics Collection events throughout the region comprising our ten members. These events are fairly distributed around the county so that all citizens have access. Another program, run at the Toxics Facility, is the Material Reuse Program. There is a separate area at the Toxics Facility where paint and other products, that are received through the HHW program, are made available to the public free of charge. This program is greatly utilized by the public and adheres to strict reuse requirements advertised by the Agency. By making these products available, the material is reused rather than processed for disposal.

The Agency's HHW program extends beyond the services provided at the Toxics Facility with the Community Toxics Collection Events and the Toxic Rover service. How HHW activities off-site would integrate with the on-site program if that were to become a landfill operator operation is an issue that must be settled.

*HHW program expansion:*



With the Toxics Facility located in the southern half of Sonoma County, plans have occasionally been discussed to provide additional capacity and efficiency by establishing a sister facility in the northern half. In 2009 a feasibility study by R. W. Beck was completed which included analysis of locations and expenses associated with this possibility. The idea was shelved due to very high projected HHW disposal costs, but with the trend over recent years of increases in materials handled, this project merits further discussion. Particularly the advantage in providing a drop-off and collection location much closer for half the county population is significant. Agency reserves for HHW could be used to finance such a facility, though funding for ongoing disposal costs must be identified for the project to be feasible.

#### *Funding:*

As mentioned previously, funding for much of the HHW programs comes via the trash tip fee surcharge. However, long-term this mechanism has some challenges. Particularly as Agency waste diversion programs are increasingly successful, the amount of trash subject to the surcharge shrinks. With HHW the problem compounds because of the growth HHW has exhibited. Thus, long term the funding mechanism has to be modified to provide at least a stable revenue flow, and possibly revenue that matches expenses from program growth.

#### **Planning and Reporting Issues:**

##### *Summary of issues & options:*

- Agency future: how do these functions get performed if the Agency term is not extended; by individual members, by consultants, or some other entity

##### *Agency future:*

As described above, the Agency has a regional role doing planning and reporting, ranging from recycling rates, solid waste planning, HHW, and including storm water issues. These tasks are performed centrally and efficiently, and have built upon many years of experience. The benefit of Regional Agency reporting is that one report is made to CalRecycle and other such regulatory groups for the entire county on behalf of all our members, a process that otherwise would require staff time and expertise by each member jurisdiction, or a consultant for each city and the County, if the Agency did not perform this service for its members.

If the Agency were to not be extended beyond 2017, there would be negative impacts regarding planning and reporting. Absent a regional agency, these tasks would have to be borne by the members on their own, at considerable aggregate expense compared to the single-entity function through the Agency. This could be done by additional staff, or through consultants. Because the planning and reporting responsibilities were added to the original Joint Powers Agreement via the First Amendment, another amendment with the concurrence of all members would be required to end these responsibilities prior to 2017.

As mentioned elsewhere, a number of member jurisdictions reference the Agency, the ColWMP, and specific Agency programs in their General Plans. Removal of Agency reporting programs would cause inconsistencies with those plans that member jurisdictions would have to examine, and likely amend. In some cases, such as the County Storm Water Management Plan, measurable positives provided via the Agency's efforts could be lost.

It is conceivable that perhaps the County and the largest city, Santa Rosa, could absorb their parts of these functions without significant financial hardship. However, for the other eight members adding staff or paying consultants to do this work would be financially challenging.

As perspective, the current fiscal year budget for the Agency Planning and Reporting responsibilities is but \$25,000. It is hard to imagine all our members being able to do their portions of this work individually for an aggregate amount less than that figure.

## **Education and Outreach Issues:**

### *Summary of issues & options:*

- Privatization: providing regional education activities by the private sector
- Expanded role: what additional education areas need to be addressed
- Funding mechanism: tip fee surcharge levels are not sustainable

### *Privatization:*

Currently the Agency provides education and outreach services about waste diversion and recycling, as described previously. In addition, the franchise trash haulers contracted with each of the cities/town and the County are required, in varying degrees, to provide education to their customers. Thus far the efforts of the Agency and the haulers have been collaborative with minimal overlap. A chart with the Agency level of effort and tasks, together with the haulers' contract-required efforts and tasks, is attached as information. It must be noted that typically the franchise haulers' distributed informational materials contain items generated by Agency staff.

A question that is raised is whether or not the Agency's education and outreach work is cost effective. Similarly, questions are posed regarding whether private parties such as the franchise haulers could do the Agency's education programs as well. A chart is attached showing the Agency annual education expenses supported from the tip fee surcharge for the past several years, expressed as dollars spent per capita. The range has been between \$0.45 per resident to \$0.73 per resident, with the last three years all at below \$0.70 per person. Even with grant funds added, the Agency's cost has consistently been less than one dollar per person per year. As a comparison, our southerly neighbor Alameda County spends \$3.05 per capita per year on their education programs.

What these questions do not consider is the role of the Agency's education as 1) impartially organizing and coordinating information among garbage companies, the Agency, the State, city/county programs, the business community and other organizations in order to integrate county-wide messages with a focus on consistency, and 2) fostering increased diversion through grants/opportunities for the public good that may not interest the private section. There are a multitude of commercial firms engaged in collection, transport, processing, and disposal of all manner of trash and recycling materials. It would be difficult for any single one of these firms to provide an all-encompassing and fair education program to the level done by the Agency on a regional basis.

### *Expansion:*

A constant question has been what additional roles or subject areas the Agency can take in doing education and outreach. A new program currently underway that is being funded via grant money has been the Mandatory Commercial Recycling (MCR) outreach effort. This has been a two-stage program thus far, with some discussion about a third phase ahead, in fulfillment of State obligations.

Most future education efforts under discussion would also be of a finite time frame on specific areas. When the single use bag ordinance is ready to be enacted, education and outreach to both the public and commercial participants would be necessary in advance of the date the ordinance would go into effect. In 2009, the Agency prepared a draft model Construction and Demolition (C&D) Debris ordinance that has not been adopted by the members. With the state considering increasing its diversion goals, it would be worthwhile to consider making the ordinance a regional program. If this

were to occur, education would be needed in support of enactment. Another topic of some discussion has been a regional polystyrene ban, perhaps put together similar to the single use bag ordinance.

#### *Funding:*

As with the HHW discussion above, since education programs are funded via the tip fee surcharge, a long term sustainable funding mechanism must be established. As our education programs continue their success and achieve real behavior change within our region, the funds available will naturally shrink as less trash is produced.

#### **Financial Issues:**

##### *Summary of issues & options:*

- Sustainable funding mechanism: tip fee surcharge on trash
- Impact of reducing Agency responsibilities

##### *Sustainable funding mechanism:*

Although not a near-term problem, in the longer view it is very likely that revenues from the tip fee surcharge will shrink. As waste diversion efforts increase (spearheaded by Agency programs) less trash will be produced resulting in a smaller trash base for the surcharge. As currently set forth in the Joint Powers Agreement, funds generated from the compost program are required to stay within that program. Through careful management, the compost operation has consistently generated revenues in excess of expenditures. In recent years substantial monies from organics have been placed into the Organics Reserve which is planned for use in building a new facility. However, once the facility is built, the Organics Reserve will not need to be as large. Also, when the new facility processes an increased volume of materials, revenues should further improve. As part of the Agency renewal discussion through the year, one plan presented to stabilize Agency funding was to look at all revenues together by eliminating the “organics money only for organics programs” limitation. Part of the merit of this idea was that one of the biggest and most immediate reductions in trash volume affecting the tip fee surcharge levels would indeed be the increases in organic materials processed. Looking at Agency revenue as a whole and allowing compost income to fund other Agency programs made sense as a consequence. However, the recent County plans to remove compost operations could negatively impact this plan.

##### *Impact of reducing Agency responsibilities:*

Even though the compost program is managed as a self-contained cost center, some general expenses to the Agency, such as staff and shared services, are paid for by the organics program. Similarly, if HHW were also to be removed from the Agency's responsibilities, although a huge cost item would disappear, there would be an impact on the Agency budget via loss of the HHW share of common expenses.

However, the County plan for the MOA has included some discussion about shifting the tip fee surcharge, together with imposition of some new fees for County operations, from just a trash base to cover all materials brought to the County solid waste system. This would then include materials brought for recycling, the compost program, and possibly HHW. The advantage of this method would be that shifting materials from landfill burial to any diversion program would not affect the base tonnage subject to the surcharge. There is question whether or not such a fee and its pass-on to the Agency would be allowed given Proposition 26 considerations. However, it must be noted any efforts that resulted in handling of materials privately, outside the county system, would result in a shrinking base tonnage.

To properly compare revenue projections for most of the varying possible scenarios discussed above, staff has prepared alternate versions of the Agency budget, albeit with some necessary assumptions on costs and tonnages. These are presented as attachments to this report. Particularly difficult has been consideration of consequences from provisions to be contained in the MOA, which to date has not been available for examination. Of particular concern have been the “Gate Fee” conversations, where no concrete proposal as to mechanism or rate has been forthcoming.

#### *Budget scenarios:*

The Agency budget was analyzed under several versions in order to establish what effects removing compost or HHW would have. Included are positional changes in staff to reflect the changed Agency responsibilities. Also examined are revenues under current policies and revenue possibilities from the County’s suggested “Gate Fee”.

Although the compost program is a self-contained program financially, it does bear its proportional share of general Agency expenses, such as office expenses, accounting and audit charges, and staff time. HHW has a similar influence on general Agency expenses. Thus, in looking at the financial effect of removing compost or HHW these general expenses were reallocated as appropriate among the remaining cost centers.

Budget comparisons were made for the following possible options for the future:

- A baseline for the current budget, with revenues and restrictions unchanged (e.g., compost money stays in compost)
- Current budget and operations, with the restriction on compost money use removed
- Compost program taken from the Agency, keeping current staff
- Compost program taken from the Agency, but one Program Manager position is not filled
- Compost & HHW programs removed from the Agency, with one Program Manager position not filled
- Compost & HHW programs removed from the Agency, with both one Program Manager and the Department Analyst positions not filled

Under our current situation, we generally have a surplus, mostly from compost operations that has consistently been used to grow the organics reserve account. However, over time there is the likelihood that the tip fee surcharge funded activities, such as HHW, education, and planning & reporting, will encounter a deficit as diversion efforts reduce the trash flow and HHW costs increase. Removal of the compost-only funds restriction would allow that surplus to fund this tip fee surcharge deficit.

If compost is removed, the surplus changes to approximately \$350,000 yearly deficit; leaving the Program Manager spot open reduces that deficit by approximately \$100,000. Removing compost also eliminates the possibility of using current programs to keep Agency finances self sufficient and on a positive cash flow.

Removing compost and HHW, and leaving either one or two positions open, is financially viable, because of the elimination of the HHW toxics facility expenses. In the near term there would be sufficient money for the Agency to operate its programs for education, planning & reporting, and the remaining off-landfill site HHW activities (CTCs and Toxic Rover events). In this case Agency staff would be four employees. Under this version, it is contemplated that certain current contractor operated activities would revert to being performed by Agency staff. Also, assumptions had to be made about the Agency carrying a minimum level of grant funding.

All the budget versions examined were found to be financially viable when calculated with the “gate fee” concept that expands the base for assessing the tip fee surcharge. However, long term, if the

total material stream through this “gate” were reduced by off-site successful diversion efforts, this would eventually reach a critical limit.

Although the County has suggested the Agency would receive some portion of the “gate fee” the County plans to impose on the entire waste stream, the legal defensibility of any such transfer of funds to the Agency would need to be evaluated.

### III. FUNDING IMPACTS

As described above under the discussion paragraphs titled “Budget scenarios”

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

#### *Conclusions:*

As currently constituted, the Agency successfully provides good value via effective cost efficient programs on a regional basis to our member jurisdictions. Continuation of the Agency as an active operating entity past 2017 makes economic sense and is a cost effective alternative for its member jurisdictions.

The potential negative impacts to levels of service and fee structures, and the ability of the Agency to cover its obligations for these programs with regards to liabilities, warrant keeping the compost program and HHW as Agency responsibilities.

The education and outreach function of the Agency provides an encompassing, level, and fair set of programs regionally at a very low cost that cannot be duplicated nearly by the private sector.

The Agency planning and reporting functions are effective as a regional program. The ten member jurisdictions would incur additional expense if they were to perform these functions individually. There might also be some functional drop.

#### *Recommendation:*

Direct staff to continue the process for extending the Agency’s existence beyond 2017. This was presented at the October 2012 Board meeting as follows:

*Approve the draft agreement as a final draft. Direct staff to distribute the final draft agreement to the member jurisdictions, schedule presentations with them if requested, and ask for member jurisdictions’ governing bodies to pass approving resolutions.*

### V. ATTACHMENTS

Budget/Cost scenario spreadsheets  
Education costs per capita spreadsheet  
Regional Education comparison listing  
Revised Draft Agreement (as presented at the October 2012 Board meeting)

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA

# Baseline Scenario

## FY 13-14 SONOMA COUNTY WASTE MANAGEMENT AGENCY SUMMARY

	Wood Waste 799114	Yard Debris 799213	H H W 799312	Education 799411	Diversion 799510	Planning 799619	Organics Reserve 799221	Facility Closure 799320	Facility Reserve 799338	Contin. 799718	Total All Divisions	FY 12-13 Adj. Budget	% Diff.
<b>REVENUES</b>													
1700 Interest/Pooled Cash	401	6,049	2,323	647	-	27	43,427	544	8,188	1,294	62,900	42,907	47%
2500 State-Other	-	-	194,551	130,000	-	-	-	-	-	-	324,551	372,457	-13%
2901 Tipping Fee Revenue	242,000	3,225,000	1,144,330	291,550	-	21,869	-	-	-	-	4,924,749	4,965,015	-1%
4020 Sale of Material	10,000	40,000	-	-	-	-	-	-	-	-	50,000	120,000	-58%
4040 Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-	-	27,000	-100%
4102 Donations/Reimburse	5,000	5,000	355,744	40,567	-	3,043	-	-	-	-	409,354	409,354	0%
4624 OT-Within Enterprise	-	-	-	-	-	-	534,685	-	-	223	534,908	1,295,289	-59%
<b>TOTAL REVENUES</b>	<b>257,401</b>	<b>3,276,049</b>	<b>1,696,948</b>	<b>462,764</b>	<b>-</b>	<b>24,939</b>	<b>578,112</b>	<b>544</b>	<b>8,188</b>	<b>1,517</b>	<b>6,306,462</b>	<b>7,232,022</b>	<b>-13%</b>
<b>EXPENDITURES</b>													
<b>SERVICES AND SUPPLIES</b>													
6103 Liability Insurance	840	2,145	3,914	1,260	-	840	-	-	-	-	8,999	8,999	0%
6280 Memberships	-	-	4,000	-	-	-	-	-	-	-	4,000	4,000	0%
6300 Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	27,000	-100%
6400 Office Expense	-	-	1,000	15,000	-	-	5,000	-	-	-	21,000	23,000	-9%
6500 Professional Services	-	-	191,760	119,952	-	-	-	-	-	-	311,712	332,256	-6%
6521 County Services	1,700	3,300	5,000	5,000	-	1,500	-	-	-	-	16,500	17,500	-6%
6540 Contract Services	175,000	2,500,000	1,240,800	32,114	-	-	-	-	-	-	3,947,914	4,627,345	-15%
6573 Administration Costs	4,575	251,625	201,300	256,200	-	18,300	183,000	-	-	-	915,000	853,076	7%
6590 Engineering Services	-	-	-	-	-	-	100,000	-	-	-	100,000	26,000	285%
6610 Legal Services	-	1,000	2,000	20,000	-	-	10,000	-	-	-	33,000	73,000	-55%
6629 Accounting Services	839	4,031	1,934	1,598	-	336	-	-	-	-	8,738	8,738	0%
6630 Audit Services	500	5,000	7,500	3,000	-	1,000	2,500	-	-	-	19,500	21,000	-7%
6785 Advertising	-	-	12,000	-	-	-	-	-	-	-	12,000	12,000	0%
6820 Rents/Leases - Equip	-	2,340	-	-	-	-	-	-	-	-	2,340	2,340	0%
6840 Rental Bldg/Improve	-	-	23,000	5,400	-	-	-	-	-	-	28,400	28,400	0%
7062 Enforce Agency Fees	-	35,000	-	-	-	-	35,000	-	-	-	70,000	50,000	40%
7110 Professional Development	-	1,450	-	-	-	-	-	-	-	-	1,450	1,450	0%
7130 Textbook/Tuition	-	-	600	1,100	-	600	-	-	-	-	2,300	2,300	0%
7301 County Car Expense	-	3,000	-	-	-	-	-	-	-	-	3,000	3,000	0%
7302 Travel Expense	-	-	-	-	-	-	-	-	-	-	-	2,000	0%
7400 Data Processing	1,686	3,372	1,686	1,686	-	1,686	-	-	-	-	10,116	10,116	0%
<b>SUBTOTAL</b>	<b>185,140</b>	<b>2,812,263</b>	<b>1,696,494</b>	<b>462,310</b>	<b>-</b>	<b>24,262</b>	<b>335,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,515,969</b>	<b>6,133,520</b>	<b>-10%</b>
<b>OTHER CHARGES</b>													
8624 OT-Within Enterprise	71,807	462,878	-	-	-	223	-	-	-	-	534,908	1,295,289	-59%
8648 OT-Between Enterprise	454	908	454	454	-	454	-	-	-	-	2,724	2,724	0%
<b>SUBTOTAL</b>	<b>72,261</b>	<b>463,786</b>	<b>454</b>	<b>454</b>	<b>-</b>	<b>677</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>537,632</b>	<b>1,298,013</b>	<b>-59%</b>
<b>TOTAL EXPENDITURES</b>	<b>257,401</b>	<b>3,276,049</b>	<b>1,696,948</b>	<b>462,764</b>	<b>-</b>	<b>24,939</b>	<b>335,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,053,601</b>	<b>7,431,533</b>	<b>-19%</b>
<b>NET COST</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(242,612)</b>	<b>(544)</b>	<b>(8,188)</b>	<b>(1,517)</b>	<b>(252,861)</b>	<b>199,511</b>	

Cost Center FY 13/14 Beg. Fund Balance Interest 0.008

Wood	\$	50,092	\$	401
Yard	\$	756,104	\$	6,049
HHW	\$	290,421	\$	2,323
Edu	\$	80,888	\$	647
Plan	\$	3,385	\$	27
Org Res	\$	5,428,346	\$	43,427
Close	\$	68,000	\$	544
Facility	\$	1,023,478	\$	8,188
Contin	\$	161,741	\$	1,294

	Surcharge	Tons
County	\$ 1,457,749	245,000
Petaluma	\$ 178,500	30,000
<b>Total</b>	<b>\$ 1,636,249</b>	<b>275,000</b>

# Cost Center Funding Restriction Removed

## FY 13-14 SONOMA COUNTY WASTE MANAGEMENT AGENCY SUMMARY

	Wood Waste 799114	Yard Debris 799213	H H W 799312	Education 799411	Diversion 799510	Planning 799619	Organics Reserve 799221	Facility Closure 799320	Facility Reserve 799338	Contin. 799718	Total All Divisions	Baseline	% Diff.
<b>REVENUES</b>													
1700 Interest/Pooled Cash	401	6,049	2,323	647	-	27	43,427	544	8,188	1,294	62,900	62,900	0%
2500 State-Other	-	-	194,551	130,000	-	-	-	-	-	-	324,551	324,551	0%
2901 Tipping Fee Revenue	242,000	3,225,000	1,144,330	291,550	-	21,869	-	-	-	-	4,924,749	4,924,749	0%
4020 Sale of Material	10,000	40,000	-	-	-	-	-	-	-	-	50,000	50,000	0%
4040 Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-	-	-	0%
4102 Donations/Reimburse	5,000	5,000	355,744	40,567	-	3,043	-	-	-	-	409,354	409,354	0%
4624 OT-Within Enterprise	-	-	308,250	-	-	-	290,485	-	-	223	598,958	534,908	12%
<b>TOTAL REVENUES</b>	<b>257,401</b>	<b>3,276,049</b>	<b>2,005,198</b>	<b>462,764</b>	<b>-</b>	<b>24,939</b>	<b>333,912</b>	<b>544</b>	<b>8,188</b>	<b>1,517</b>	<b>6,370,512</b>	<b>6,306,462</b>	<b>1%</b>
<b>EXPENDITURES</b>													
<b>SERVICES AND SUPPLIES</b>													
6103 Liability Insurance	840	2,145	3,914	1,260	-	840	-	-	-	-	8,999	8,999	0%
6280 Memberships	-	-	4,000	-	-	-	-	-	-	-	4,000	4,000	0%
6300 Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	0%
6400 Office Expense	-	-	1,000	15,000	-	-	5,000	-	-	-	21,000	21,000	0%
6500 Professional Services	-	-	191,760	119,952	-	-	-	-	-	-	311,712	311,712	0%
6521 County Services	1,700	3,300	5,000	5,000	-	1,500	-	-	-	-	16,500	16,500	0%
6540 Contract Services	175,000	2,500,000	1,485,000	32,114	-	-	-	-	-	-	4,192,114	3,947,914	6%
6573 Administration Costs	4,575	187,575	265,350	256,200	-	18,300	183,000	-	-	-	915,000	915,000	0%
6590 Engineering Services	-	-	-	-	-	-	100,000	-	-	-	100,000	100,000	0%
6610 Legal Services	-	1,000	2,000	20,000	-	-	10,000	-	-	-	33,000	33,000	0%
6629 Accounting Services	839	4,031	1,934	1,598	-	336	-	-	-	-	8,738	8,738	0%
6630 Audit Services	500	5,000	7,500	3,000	-	1,000	2,500	-	-	-	19,500	19,500	0%
6785 Advertising	-	-	12,000	-	-	-	-	-	-	-	12,000	12,000	0%
6820 Rents/Leases - Equip	-	2,340	-	-	-	-	-	-	-	-	2,340	2,340	0%
6840 Rental Bldg/Improve	-	-	23,000	5,400	-	-	-	-	-	-	28,400	28,400	0%
7062 Enforce Agency Fees	-	35,000	-	-	-	-	35,000	-	-	-	70,000	70,000	0%
7110 Professional Development	-	1,450	-	-	-	-	-	-	-	-	1,450	1,450	0%
7130 Textbook/Tuition	-	-	600	1,100	-	600	-	-	-	-	2,300	2,300	0%
7301 County Car Expense	-	3,000	-	-	-	-	-	-	-	-	3,000	3,000	0%
7302 Travel Expense	-	-	-	-	-	-	-	-	-	-	-	-	0%
7400 Data Processing	1,686	3,372	1,686	1,686	-	1,686	-	-	-	-	10,116	10,116	0%
<b>SUBTOTAL</b>	<b>185,140</b>	<b>2,748,213</b>	<b>2,004,744</b>	<b>462,310</b>	<b>-</b>	<b>24,262</b>	<b>335,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,760,169</b>	<b>5,515,969</b>	<b>4%</b>
<b>OTHER CHARGES</b>													
8624 OT-Within Enterprise	71,807	526,928	-	-	-	223	-	-	-	-	598,958	534,908	12%
8648 OT-Between Enterprise	454	908	454	454	-	454	-	-	-	-	2,724	2,724	0%
<b>SUBTOTAL</b>	<b>72,261</b>	<b>527,836</b>	<b>454</b>	<b>454</b>	<b>-</b>	<b>677</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>601,682</b>	<b>537,632</b>	<b>12%</b>
<b>TOTAL EXPENDITURES</b>	<b>257,401</b>	<b>3,276,049</b>	<b>2,005,198</b>	<b>462,764</b>	<b>-</b>	<b>24,939</b>	<b>335,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,361,851</b>	<b>6,053,601</b>	<b>5%</b>
<b>NET COST</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,588</b>	<b>(544)</b>	<b>(8,188)</b>	<b>(1,517)</b>	<b>(8,661)</b>	<b>(252,861)</b>	

=Decrease from Baseline

=Increase from Baseline

	Surcharge	Tons
County	\$ 1,457,749	245,000
Petaluma	\$ 178,500	30,000
<b>Total</b>	<b>\$ 1,636,249</b>	<b>275,000</b>



# Compost Facility Removed, Current Staff

## FY 13-14 SONOMA COUNTY WASTE MANAGEMENT AGENCY SUMMARY

	Wood Waste 799114	Yard Debris 799213	H H W 799312	Education 799411	Diversion 799510	Planning 799619	Organics Reserve 799221	Facility Closure 799320	Facility Reserve 799338	Contin. 799718	Total All Divisions	Baseline	% Diff.
<b>REVENUES</b>													
1700 Interest/Pooled Cash	401	6,049	2,323	647	-	27	43,427	544	8,188	1,294	62,900	62,900	0%
2500 State-Other	-	-	194,551	130,000	-	-	-	-	-	-	324,551	324,551	0%
2901 Tipping Fee Revenue	-	-	1,176,164	565,392	-	96,595	-	-	-	-	1,838,151	4,924,749	-63%
4020 Sale of Material	-	-	-	-	-	-	-	-	-	-	-	50,000	-100%
4040 Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
4102 Donations/Reimburse	-	-	355,744	40,567	-	3,043	-	-	-	-	399,354	409,354	-2%
4624 OT-Within Enterprise	-	-	-	-	-	-	6,450	-	-	-	6,450	534,908	-99%
<b>TOTAL REVENUES</b>	<b>401</b>	<b>6,049</b>	<b>1,728,782</b>	<b>736,606</b>	<b>-</b>	<b>99,665</b>	<b>49,877</b>	<b>544</b>	<b>8,188</b>	<b>1,294</b>	<b>2,631,406</b>	<b>6,306,462</b>	<b>-58%</b>
<b>EXPENDITURES</b>													
<b>SERVICES AND SUPPLIES</b>													
6103 Liability Insurance	-	-	7,064	1,800	-	135	-	-	-	-	8,999	8,999	0%
6280 Memberships	-	-	4,000	-	-	-	-	-	-	-	4,000	4,000	0%
6300 Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
6400 Office Expense	-	-	1,000	15,000	-	-	-	-	-	-	16,000	21,000	-24%
6500 Professional Services	-	-	140,000	100,000	-	-	-	-	-	-	240,000	311,712	-23%
6521 County Services	-	-	5,000	5,000	-	1,500	-	-	-	-	11,500	16,500	-30%
6540 Contract Services	-	-	1,240,800	32,114	-	-	-	-	-	-	1,272,914	3,947,914	-68%
6573 Administration Costs	-	-	274,500	549,000	-	91,500	-	-	-	-	915,000	915,000	0%
6590 Engineering Services	-	-	-	-	-	-	-	-	-	-	-	100,000	-100%
6610 Legal Services	-	-	2,000	20,000	-	2,000	-	-	-	-	24,000	33,000	-27%
6629 Accounting Services	-	-	1,934	1,598	-	336	-	-	-	-	3,868	8,738	-56%
6630 Audit Services	-	-	7,500	3,000	-	1,000	-	-	-	-	11,500	19,500	-41%
6785 Advertising	-	-	12,000	-	-	-	-	-	-	-	12,000	12,000	0%
6820 Rents/Leases - Equip	-	-	2,340	-	-	-	-	-	-	-	2,340	2,340	0%
6840 Rental Bldg/Improve	-	-	23,000	5,400	-	-	-	-	-	-	28,400	28,400	0%
7062 Enforce Agency Fees	-	-	-	-	-	-	-	-	-	-	-	70,000	-100%
7110 Professional Development	-	-	1,450	-	-	-	-	-	-	-	1,450	1,450	0%
7130 Textbook/Tuition	-	-	600	1,100	-	600	-	-	-	-	2,300	2,300	0%
7301 County Car Expense	-	-	3,000	-	-	-	-	-	-	-	3,000	3,000	0%
7302 Travel Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
7400 Data Processing	-	-	1,686	1,686	-	1,686	-	-	-	-	5,058	10,116	-50%
<b>SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>1,727,874</b>	<b>735,698</b>	<b>-</b>	<b>98,757</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,562,329</b>	<b>5,515,969</b>	<b>-54%</b>
<b>OTHER CHARGES</b>													
8624 OT-Within Enterprise	401	6,049	-	-	-	-	-	-	-	-	6,450	534,908	-99%
8648 OT-Between Enterprise	-	-	908	908	-	908	-	-	-	-	2,724	2,724	0%
<b>SUBTOTAL</b>	<b>401</b>	<b>6,049</b>	<b>908</b>	<b>908</b>	<b>-</b>	<b>908</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,174</b>	<b>537,632</b>	<b>-98%</b>
<b>TOTAL EXPENDITURES</b>	<b>401</b>	<b>6,049</b>	<b>1,728,782</b>	<b>736,606</b>	<b>-</b>	<b>99,665</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,571,503</b>	<b>6,053,601</b>	<b>-58%</b>
<b>NET COST</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(49,877)</b>	<b>(544)</b>	<b>(8,188)</b>	<b>(1,294)</b>	<b>(59,903)</b>	<b>(252,861)</b>	

=Decrease from Baseline  
=Increase from Baseline

Garbage Surcharge	Tons
\$ 1,636,249	275,000
Compost Deficit	Tons
\$ 380,402	98,000
Compost Surcharge	
3.88	

OR	Behind Gate Fee Surcharge	Tons
	\$ 2,016,651	373,000
	New Surcharge	
	5.41	



# Compost Facility Removed, Program Manager Position Unfilled

## FY 13-14 SONOMA COUNTY WASTE MANAGEMENT AGENCY SUMMARY

	Wood Waste 799114	Yard Debris 799213	H H W 799312	Education 799411	Diversion 799510	Planning 799619	Organics Reserve 799221	Facility Closure 799320	Facility Reserve 799338	Contin. 799718	Total All Divisions	Baseline	% Diff.
<b>REVENUES</b>													
1700 Interest/Pooled Cash	401	6,049	2,323	647	-	27	43,427	544	8,188	1,294	62,900	62,900	0%
2500 State-Other	-	-	194,551	130,000	-	-	-	-	-	-	324,551	324,551	0%
2901 Tipping Fee Revenue	-	-	1,132,664	478,392	-	82,095	-	-	-	-	1,693,151	4,924,749	-66%
4020 Sale of Material	-	-	-	-	-	-	-	-	-	-	-	50,000	-100%
4040 Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
4102 Donations/Reimburse	-	-	355,744	40,567	-	3,043	-	-	-	-	399,354	409,354	-2%
4624 OT-Within Enterprise	-	-	-	-	-	-	6,450	-	-	-	6,450	534,908	-99%
<b>TOTAL REVENUES</b>	<b>401</b>	<b>6,049</b>	<b>1,685,282</b>	<b>649,606</b>	<b>-</b>	<b>85,165</b>	<b>49,877</b>	<b>544</b>	<b>8,188</b>	<b>1,294</b>	<b>2,486,406</b>	<b>6,306,462</b>	<b>-61%</b>
<b>EXPENDITURES</b>													
<b>SERVICES AND SUPPLIES</b>													
6103 Liability Insurance	-	-	7,064	1,800	-	135	-	-	-	-	8,999	8,999	0%
6280 Memberships	-	-	4,000	-	-	-	-	-	-	-	4,000	4,000	0%
6300 Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
6400 Office Expense	-	-	1,000	15,000	-	-	-	-	-	-	16,000	21,000	-24%
6500 Professional Services	-	-	140,000	100,000	-	-	-	-	-	-	240,000	311,712	-23%
6521 County Services	-	-	5,000	5,000	-	1,500	-	-	-	-	11,500	16,500	-30%
6540 Contract Services	-	-	1,240,800	32,114	-	-	-	-	-	-	1,272,914	3,947,914	-68%
6573 Administration Costs	-	-	231,000	462,000	-	77,000	-	-	-	-	770,000	915,000	-16%
6590 Engineering Services	-	-	-	-	-	-	-	-	-	-	-	100,000	-100%
6610 Legal Services	-	-	2,000	20,000	-	2,000	-	-	-	-	24,000	33,000	-27%
6629 Accounting Services	-	-	1,934	1,598	-	336	-	-	-	-	3,868	8,738	-56%
6630 Audit Services	-	-	7,500	3,000	-	1,000	-	-	-	-	11,500	19,500	-41%
6785 Advertising	-	-	12,000	-	-	-	-	-	-	-	12,000	12,000	0%
6820 Rents/Leases - Equip	-	-	2,340	-	-	-	-	-	-	-	2,340	2,340	0%
6840 Rental Bldg/Improve	-	-	23,000	5,400	-	-	-	-	-	-	28,400	28,400	0%
7062 Enforce Agency Fees	-	-	-	-	-	-	-	-	-	-	-	70,000	-100%
7110 Professional Development	-	-	1,450	-	-	-	-	-	-	-	1,450	1,450	0%
7130 Textbook/Tuition	-	-	600	1,100	-	600	-	-	-	-	2,300	2,300	0%
7301 County Car Expense	-	-	3,000	-	-	-	-	-	-	-	3,000	3,000	0%
7302 Travel Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
7400 Data Processing	-	-	1,686	1,686	-	1,686	-	-	-	-	5,058	10,116	-50%
<b>SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>1,684,374</b>	<b>648,698</b>	<b>-</b>	<b>84,257</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,417,329</b>	<b>5,515,969</b>	<b>-56%</b>
<b>OTHER CHARGES</b>													
8624 OT-Within Enterprise	401	6,049	-	-	-	-	-	-	-	-	6,450	534,908	-99%
8648 OT-Between Enterprise	-	-	908	908	-	908	-	-	-	-	2,724	2,724	0%
<b>SUBTOTAL</b>	<b>401</b>	<b>6,049</b>	<b>908</b>	<b>908</b>	<b>-</b>	<b>908</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,174</b>	<b>537,632</b>	<b>-98%</b>
<b>TOTAL EXPENDITURES</b>	<b>401</b>	<b>6,049</b>	<b>1,685,282</b>	<b>649,606</b>	<b>-</b>	<b>85,165</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,426,503</b>	<b>6,053,601</b>	<b>-60%</b>
<b>NET COST</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(49,877)</b>	<b>(544)</b>	<b>(8,188)</b>	<b>(1,294)</b>	<b>(59,903)</b>	<b>(252,861)</b>	

=Decrease from Baseline  
=Increase from Baseline

Garbage	Tons
Surcharge	275,000
\$	1,636,249
Compost	Tons
Deficit	98,000
\$	235,402
Compost Surcharge	2.40

OR

Behind Gate Fee	Tons
Surcharge	373,000
\$	1,871,651
New Surcharge	5.02

# Compost and HHW Facilities Removed, Program Manager Position Unfilled

## FY 13-14 SONOMA COUNTY WASTE MANAGEMENT AGENCY SUMMARY

	Wood Waste 799114	Yard Debris 799213	H H W 799312	Education 799411	Diversio 799510	Planning 799619	Organics Reserve 799221	Facility Closure 799320	Facility Reserve 799338	Contin. 799718	Total All Divisions	Baseline	% Diff.
<b>REVENUES</b>													
1700 Interest/Pooled Cash	401	6,049	2,323	647	-	27	43,427	544	8,188	1,294	62,900	62,900	0%
2500 State-Other	-	-	194,551	130,000	-	-	-	-	-	-	324,551	324,551	0%
2901 Tipping Fee Revenue	-	-	897,262	539,992	-	20,495	-	-	-	-	1,457,749	4,924,749	-70%
4020 Sale of Material	-	-	-	-	-	-	-	-	-	-	-	50,000	-100%
4040 Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
4102 Donations/Reimburse	-	-	355,744	40,567	-	3,043	-	-	-	-	399,354	409,354	-2%
4624 OT-Within Enterprise	-	-	-	-	-	-	6,450	-	-	-	6,450	534,908	-99%
<b>TOTAL REVENUES</b>	<b>401</b>	<b>6,049</b>	<b>1,449,880</b>	<b>711,206</b>	<b>-</b>	<b>23,565</b>	<b>49,877</b>	<b>544</b>	<b>8,188</b>	<b>1,294</b>	<b>2,251,004</b>	<b>6,306,462</b>	<b>-64%</b>
<b>EXPENDITURES</b>													
<b>SERVICES AND SUPPLIES</b>													
6103 Liability Insurance	-	-	7,064	1,800	-	135	-	-	-	-	8,999	8,999	0%
6280 Memberships	-	-	4,000	-	-	-	-	-	-	-	4,000	4,000	0%
6300 Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
6400 Office Expense	-	-	1,000	15,000	-	-	-	-	-	-	16,000	21,000	-24%
6500 Professional Services	-	-	194,551	100,000	-	-	-	-	-	-	294,551	311,712	-6%
6521 County Services	-	-	5,000	5,000	-	1,500	-	-	-	-	11,500	16,500	-30%
6540 Contract Services	-	-	950,847	32,114	-	-	-	-	-	-	982,961	3,947,914	-75%
6573 Administration Costs	-	-	231,000	523,600	-	15,400	-	-	-	-	770,000	915,000	-16%
6590 Engineering Services	-	-	-	-	-	-	-	-	-	-	-	100,000	-100%
6610 Legal Services	-	-	2,000	20,000	-	2,000	-	-	-	-	24,000	33,000	-27%
6629 Accounting Services	-	-	1,934	1,598	-	336	-	-	-	-	3,868	8,738	-56%
6630 Audit Services	-	-	7,500	3,000	-	1,000	-	-	-	-	11,500	19,500	-41%
6785 Advertising	-	-	12,000	-	-	-	-	-	-	-	12,000	12,000	0%
6820 Rents/Leases - Equip	-	-	2,340	-	-	-	-	-	-	-	2,340	2,340	0%
6840 Rental Bldg/Improve	-	-	23,000	5,400	-	-	-	-	-	-	28,400	28,400	0%
7062 Enforce Agency Fees	-	-	-	-	-	-	-	-	-	-	-	70,000	-100%
7110 Professional Development	-	-	1,450	-	-	-	-	-	-	-	1,450	1,450	0%
7130 Textbook/Tuition	-	-	600	1,100	-	600	-	-	-	-	2,300	2,300	0%
7301 County Car Expense	-	-	3,000	-	-	-	-	-	-	-	3,000	3,000	0%
7302 Travel Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
7400 Data Processing	-	-	1,686	1,686	-	1,686	-	-	-	-	5,058	10,116	-50%
<b>SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>1,448,972</b>	<b>710,298</b>	<b>-</b>	<b>22,657</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,181,927</b>	<b>5,515,969</b>	<b>-60%</b>
<b>OTHER CHARGES</b>													
8624 OT-Within Enterprise	401	6,049	-	-	-	-	-	-	-	-	6,450	534,908	-99%
8648 OT-Between Enterprise	-	-	908	908	-	908	-	-	-	-	2,724	2,724	0%
<b>SUBTOTAL</b>	<b>401</b>	<b>6,049</b>	<b>908</b>	<b>908</b>	<b>-</b>	<b>908</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,174</b>	<b>537,632</b>	<b>-98%</b>
<b>TOTAL EXPENDITURES</b>	<b>401</b>	<b>6,049</b>	<b>1,449,880</b>	<b>711,206</b>	<b>-</b>	<b>23,565</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,191,101</b>	<b>6,053,601</b>	<b>-64%</b>
<b>NET COST</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(49,877)</b>	<b>(544)</b>	<b>(8,188)</b>	<b>(1,294)</b>	<b>(59,903)</b>	<b>(252,861)</b>	

=Decrease from Baseline  
=Increase from Baseline

Garbage	
Surcharge	Tons
\$ 1,636,249	275,000
Compost	
Deficit	Tons
\$ -	98,000
Compost Surcharge	
-	

OR

Behind Gate Fee	
Surcharge	Tons
\$ 1,636,249	373,000
New Surcharge	
4.39	

**Compost and HHW Facilities Removed, Program Manager and Department Analyst Positions Unfilled**

FY 13-14 SONOMA COUNTY WASTE MANAGEMENT AGENCY SUMMARY													
	Wood Waste 799114	Yard Debris 799213	H H W 799312	Education 799411	Diversion 799510	Planning 799619	Organics Reserve 799221	Facility Closure 799320	Facility Reserve 799338	Contin. 799718	Total All Divisions	Baseline	% Diff.
<b>REVENUES</b>													
1700 Interest/Pooled Cash	401	6,049	2,323	647	-	27	43,427	544	8,188	1,294	62,900	62,900	0%
2500 State-Other	-	-	194,551	130,000	-	-	-	-	-	-	324,551	324,551	0%
2901 Tipping Fee Revenue	-	-	1,005,762	434,592	-	17,395	-	-	-	-	1,457,749	4,924,749	-70%
4020 Sale of Material	-	-	-	-	-	-	-	-	-	-	-	50,000	-100%
4040 Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
4102 Donations/Reimburse	-	-	355,744	40,567	-	3,043	-	-	-	-	399,354	409,354	-2%
4624 OT-Within Enterprise	-	-	-	-	-	-	6,450	-	-	-	6,450	534,908	-99%
<b>TOTAL REVENUES</b>	<b>401</b>	<b>6,049</b>	<b>1,558,380</b>	<b>605,806</b>	<b>-</b>	<b>20,465</b>	<b>49,877</b>	<b>544</b>	<b>8,188</b>	<b>1,294</b>	<b>2,251,004</b>	<b>6,306,462</b>	<b>-64%</b>
<b>EXPENDITURES</b>													
<b>SERVICES AND SUPPLIES</b>													
6103 Liability Insurance	-	-	7,064	1,800	-	135	-	-	-	-	8,999	8,999	0%
6280 Memberships	-	-	4,000	-	-	-	-	-	-	-	4,000	4,000	0%
6300 Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
6400 Office Expense	-	-	1,000	15,000	-	-	-	-	-	-	16,000	21,000	-24%
6500 Professional Services	-	-	194,551	100,000	-	-	-	-	-	-	294,551	311,712	-6%
6521 County Services	-	-	5,000	5,000	-	1,500	-	-	-	-	11,500	16,500	-30%
6540 Contract Services	-	-	1,105,847	32,114	-	-	-	-	-	-	1,137,961	3,947,914	-71%
6573 Administration Costs	-	-	184,500	418,200	-	12,300	-	-	-	-	615,000	915,000	-33%
6590 Engineering Services	-	-	-	-	-	-	-	-	-	-	-	100,000	-100%
6610 Legal Services	-	-	2,000	20,000	-	2,000	-	-	-	-	24,000	33,000	-27%
6629 Accounting Services	-	-	1,934	1,598	-	336	-	-	-	-	3,868	8,738	-56%
6630 Audit Services	-	-	7,500	3,000	-	1,000	-	-	-	-	11,500	19,500	-41%
6785 Advertising	-	-	12,000	-	-	-	-	-	-	-	12,000	12,000	0%
6820 Rents/Leases - Equip	-	-	2,340	-	-	-	-	-	-	-	2,340	2,340	0%
6840 Rental Bldg/Improve	-	-	23,000	5,400	-	-	-	-	-	-	28,400	28,400	0%
7062 Enforce Agency Fees	-	-	-	-	-	-	-	-	-	-	-	70,000	-100%
7110 Professional Development	-	-	1,450	-	-	-	-	-	-	-	1,450	1,450	0%
7130 Textbook/Tuition	-	-	600	1,100	-	600	-	-	-	-	2,300	2,300	0%
7301 County Car Expense	-	-	3,000	-	-	-	-	-	-	-	3,000	3,000	0%
7302 Travel Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
7400 Data Processing	-	-	1,686	1,686	-	1,686	-	-	-	-	5,058	10,116	-50%
<b>SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>1,557,472</b>	<b>604,898</b>	<b>-</b>	<b>19,557</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,181,927</b>	<b>5,515,969</b>	<b>-60%</b>
<b>OTHER CHARGES</b>													
8624 OT-Within Enterprise	401	6,049	-	-	-	-	-	-	-	-	6,450	534,908	-99%
8648 OT-Between Enterprise	-	-	908	908	-	908	-	-	-	-	2,724	2,724	0%
<b>SUBTOTAL</b>	<b>401</b>	<b>6,049</b>	<b>908</b>	<b>908</b>	<b>-</b>	<b>908</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,174</b>	<b>537,632</b>	<b>-98%</b>
<b>TOTAL EXPENDITURES</b>	<b>401</b>	<b>6,049</b>	<b>1,558,380</b>	<b>605,806</b>	<b>-</b>	<b>20,465</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,191,101</b>	<b>6,053,601</b>	<b>-64%</b>
<b>NET COST</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(49,877)</b>	<b>(544)</b>	<b>(8,188)</b>	<b>(1,294)</b>	<b>(59,903)</b>	<b>(252,861)</b>	

- =Decrease from Baseline  
 =Increase from Baseline

Garbage	
Surcharge	Tons
\$ 1,636,249	275,000
Compost	
Deficit	Tons
\$ -	98,000
Compost Surcharge	
-	

OR	
Behind Gate Fee	
Surcharge	Tons
\$ 1,636,249	373,000
New Surcharge	
4.39	

Annual Education Costs per Resident						
Year	Total Expenses	Grant Funding	Population	Surcharge Cost/Resident	Grant Cost/Resident	Total Cost/Resident
2002	\$240,279	\$ 3,445	468,489	\$0.51	\$0.01	\$0.51
2003	\$272,923	\$ 27,325	470,885	\$0.52	\$0.06	\$0.58
2004	\$312,354	\$ 41,468	473,679	\$0.57	\$0.09	\$0.66
2005	\$212,338	\$ -	475,703	\$0.45	\$0.00	\$0.45
2006	\$218,433	\$ -	476,921	\$0.46	\$0.00	\$0.46
2007	\$337,796	\$ 39,954	478,935	\$0.62	\$0.08	\$0.71
2008	\$303,791	\$ 16,840	482,721	\$0.59	\$0.03	\$0.63
2009	\$370,714	\$ 13,432	487,259	\$0.73	\$0.03	\$0.76
2010	\$350,051	\$ 8,665	493,285	\$0.69	\$0.02	\$0.71
2011	\$355,282	\$ 33,729	485,082	\$0.66	\$0.07	\$0.73
2012	\$456,451	\$ 170,944	487,011	\$0.59	\$0.35	\$0.94

#### Sources

Expenses and Grand Funding from FAMIS at year end for Education 799411

Population from CA Department of Finance

# SCWMA Education programs



## PUBLIC EDUCATION PROGRAMS RESIDENTIAL • COMMERCIAL • MULTIFAMILY • SCHOOLS

Note that mass media (radio, newspaper and utility bill inserts) are only used for programs that are either grant funded or revenue generating.

	WHO works	JUSTIFICATION	DESCRIPTION	QUANTIFICATION (2012 outreach, unless otherwise noted)
➤ <b>Recycling Guide English &amp; Spanish</b>	Staff	Mandated JPA/ Board directed Spanish version	32-page annual resource for recycling, reuse & hazardous waste disposal. Barter agreement with AT&T for 12-page Guide in the phone book.	32,000 English extra stand-alone Guides 18,000 Spanish stand-alone Guides 575,900 AT&T Yellow Pages customers
➤ <b>Eco-Desk phone 565-3375 English &amp; Spanish</b>	Staff / Contractor	Mandated JPA	Call-back with pre-recorded info on 10 topics. Resources updated annually.	1,759 English Eco-Desk calls/emails (2011) 105 Spanish Eco-Desk calls (2011)
➤ <b>www.recyclenow.org website</b>	Staff	Mandated JPA	73 page website ADA section 508 compliant. Programmed by County ISD staff.	80,684 website visits in 2011 Revised website launched Aug. 2010
➤ <b>Spanish language outreach</b>	Contractor	Mandated JPA (78% Grant funded)	Socially focused outreach: radio talk shows, visits to labor centers, tabling at events, visits to Latino businesses, etc.	14 Spanish radio interviews & 1 TV interview 5 labor center visits 65 visits to Latino businesses
➤ <b>Fairs (English &amp; Spanish audience)</b>	Staff / Contractor	Mandated JPA	2012 Outreach themes on current topics: Used Motor Oil/Filter Recycling & Mandatory Commercial Recycling	105 English event days 22 Spanish event days
➤ <b>Mandatory Commercial Recycling AB 341 for CalRecycle outreach</b>	Staff/Temp staff	Mandated State (Grant funded)	Phase 1: Informed businesses subject to the law, conducted business site visits/follow-up visits, distributed posters/fliers, large/small recycling bins. Phase 2: Targeted multifamily outreach planned in 2013.	13,362 mailed outreach letters 1,056 site visits/6 follow-up visits 4,674 small recycling posters/446 large posters 2,193 apartment fliers 353 large containers/1,000 small containers
➤ <b>Christmas tree recycling</b>	Staff	ColWMP/4.7.2.10	Christmas tree recycling options	
➤ <b>Home composting education (UCCE)</b>	Contractor	ColWMP/4.3.1.2	Agency has supported an educational program teaching home composting through the Master Gardeners.	28 event days (FY 11-12) 72 library series workshops (FY 11-12) 22 school worm demos (FY 11-12) 10,000 brochures distributed (FY 11-12) 81,673 website visits (FY 11-12)
➤ <b>Electronic recycling events with pilot Styrofoam collection at 3 events (held monthly)</b>	Staff & contractor	ColWMP/5.4.1.8 (Advertising funded by proceeds)		67,492 utility bill inserts (Printing costs shared by PG&E & Used Oil Grant) 674 radio ads (60 second spots) 3 newspaper ads
➤ <b>Used motor oil/filter outreach</b>	Contractor	Board directed (Grant funded)		75 at DMV branches, Petaluma & Santa Rosa 50 event days throughout Sonoma County 5 "Riders Recycle" booths at related events 6 Oil Filter Exchange events with Pep Boys 19,000 Riders Recycle postcards mailed 2,000,000 Social Media ads on Facebook, Google and Comcast 1,000 filter recycling containers to DIYers 4 ESL classes on motor oil recycling 900 bilge absorbent pads to boaters 14 bus ads promoting used oil/filter recycling
➤ <b>Green building</b>	Staff	Mandated JPA	Maintains Products Showcase at PRMD	
➤ <b>Outreach partnerships</b>	Staff & contractor	Board directed	Expand Agency outreach by supporting Sonoma County BEA. Coordinate with Sonoma Green Business, RRWA, etc.	224,604 garbage company newsletters with Agency information. 2 articles for Russian River Water Assoc. (RRWA)
➤ <b>Social on-line outreach</b>	Staff	Board directed	Agency Facebook & Twitter pages.	117 Facebook fans 162 Twitter followers
➤ <b>Central Landfill tours</b>	Staff	ColWMP/4.7.2.7	Public tours at Central Disposal Site	19 tours
➤ <b>Fluorescent lamp take-back retailer program with PG&amp;E</b>	Staff	Board directed (Grant funded)	Expanded and supported retail collection locations for residential fluorescent lamps (CFLs & 4-foot lamps).	251 English radio ads/ 150 Spanish radio ads 18 print ads including online banner ads

**STAFFING:** The Sonoma County Waste Management Agency dedicates 1.25 staff people to serve Sonoma County's population of 488,116. Contractors, grants and partnerships with other organizations augment the Agency's public education efforts.

**Date:** November 20, 2012

# Education by **GARBAGE FRANCHISE AGREEMENT**



**Sonoma  
Garbage  
Collectors**

		RESIDENTIAL	COMMERCIAL	MULTIFAMILY (MFU)	SCHOOLS
<b>► CLOVERDALE:</b> General outreach includes newsletters 2x/year, holiday bill insert + annual visit to city buildings + information to new accounts					
<b>Redwood Empire Disposal (RED)</b>	Required:		Annual bill insert	Annual bill insert	Quarterly contact
	Extras:		Approximately 25 visits/year	Approximately 10 visits/year	Presentations by request
<b>► COTATI:</b> Tabling at public events (Cotati Kids Day, Farmers Market, etc.), newsletters 2/year, holiday bill insert + information to new accounts					
<b>Redwood Empire Disposal (RED)</b>	Required:		40 (or MFU) visits/year	40 (or Commercial) visits/year	Annual contact
	Extras:				Presentations by request
<b>► HEALDSBURG:</b> Tabling at public events, newsletters 2/year, holiday notice (counts as 1 of 4 req. inserts) + annual visit to city buildings + information to new accounts					
<b>Redwood Empire Disposal (RED)</b>	Required:	Bill inserts 4/year	Annual bill insert	Annual bill insert	Annual contact
	Extras:		Approximately 25 visits/year	Approx. 10 visits/year	Quarterly contact/ Presentations by request
<b>► PETALUMA:</b> Cleanup flyers, holiday insert, tabling at public events (chamber expo, etc.), newsletters 2/year + information to new accounts					
<b>Petaluma Refuse &amp; Recycling</b>	Required:				
	Extras:		Approximately 40 visits/year	Approximately 20 visits/year	Annual contact/ Presentations by request
<b>► ROHNERT PARK:</b> Holiday flyer, public fair events (Earth Day, Farmers Market, chamber expo etc.) + information to new accounts					
<b>Rohnert Park Disposal</b>	Required:	2 bill inserts/year	100 visits/year	100 visits/year	
	Extras:				Annual contact/ Presentations by request
<b>► SANTA ROSA:</b> Yearly outreach campaign* (includes newsletters 2/year), holiday flyer, public fair tabling events (Earth Day, Farmers Market, etc.)					
<b>Santa Rosa Recycling &amp; Collection</b>	Required:				
	Extras:		Visits as requested or recommended (Approximately 25 visits/year)	Visits as requested or recommended	Annual contact/ Presentations by request
<b>► SEBASTOPOL:</b> Public fair tabling (chamber expo, etc.), newsletters 2/year, holiday insert + information to new accounts					
<b>Redwood Empire Disposal</b>	Required:		Annual bill insert	Annual bill insert	Annual contact
	Extras:		Visits as requested or recommended (Approximately 25 visits/year)		Presentations by request
<b>► SONOMA:</b> Information to new accounts					
<b>Sonoma Garbage Collectors</b>	Required:	Newsletters 2/year			
	Extras:		Visits by request	Presentations by request	Presentations by request
<b>► UNINCORPORATED AREA:</b> Newsletters 2/year, holiday insert + information to new accounts					
<b>RED Sonoma Garbage Collectors</b>	Required:			Visits by request	
	Extras:				Presentations by request
<b>► WINDSOR:</b> Yearly outreach campaign* (includes newsletters 2/year), holiday insert, cleanup flyers 2/year + city building visits 2x/year + information to new accounts					
<b>Windsor Refuse &amp; Recycling</b>	Required:		10 visits/quarter	10 visits/quarter	Biannual contact
	Extras:				Quarterly contact/ Presentations by request

\*Outreach campaigns consist of 4 projects, approved by the city. 2 are always newsletters (as they are not required by the city). The other 2 are targeted on certain problem areas or goals. 2011 Outreach Campaigns for Santa Rosa consist of downtown focused outreach and multi-family outreach with certain goals. Windsor's campaigns are summer event recycling and green can audits/veggie waste education.

**STAFFING:** North Bay Corporation dedicates 2 staff people to serve 131,200 customers; Sonoma Garbage Collector does not have a dedicated staff person to serve its 5,470 customers

**Date:** May 25, 2011

**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE  
CITIES OF SONOMA COUNTY AND THE COUNTY OF SONOMA  
CREATING AN AGENCY KNOWN AS THE  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), dated for reference as of \_\_\_\_\_, 20\_\_, (“Effective Date”) is entered into by the County of Sonoma, a political subdivision of the State of California (“County”), the City of Cloverdale, a municipal corporation (“Cloverdale”), the City of Healdsburg, a municipal corporation (“Healdsburg”), the Town of Windsor, a municipal corporation (“Windsor”), the City of Santa Rosa, a municipal corporation, (“Santa Rosa”), the City of Sebastopol, a municipal corporation, (“Sebastopol”), the City of Sonoma, a municipal corporation (“Sonoma”), the City of Rohnert Park, a municipal corporation, (“Rohnert Park”), the City of Cotati, a municipal corporation (“Cotati”), and the City of Petaluma, a municipal corporation (“Petaluma”). The Cities, the Town and the County are sometimes individually referred to herein as “Member” and collectively as “Members.”

**RECITALS**

1. The Members are “public agencies” under the provisions of the Joint Exercise of Powers Act that authorizes the joint exercise of powers common to public agencies, Government Code Section 6500 et seq.

2. By September 9, 1992, all Members had entered into that certain Agreement titled “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)” (“Original Agreement”). That Original Agreement created a separate public entity, the Sonoma County Waste Management Agency (“SCWMA” or “Agency”), based upon the following facts and circumstances:

A. 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 the Members;

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

C. The California Integrated Waste Management Act of 1989 (“AB 939”), requires Members to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve diversion goals. It is the intent of the Members to cooperate with each other, as reflected in this Agreement, so as to carry out these objectives.

D. Members have agreed on the formation of a Joint Powers Agency to deal with wood, yard, and household hazardous waste issues and education in the manner set forth in this Agreement. Members 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. By the Agreement, the Members intend to jointly exercise their powers to achieve common objectives.

3. On January 24, 1996, the Members entered into that certain agreement titled “First Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues” (“First Amendment”). This First Amendment, among other things, defined the term Regional Agency and declared the Members’ desire to use the structure of the Agency as a Regional Agency for purposes of Section 40971 of the California Public Resources Code, the Integrated Waste Management Act. As a result of this First Amendment, all Members were deemed to be Members of the Regional Agency.

4. The term of the Original Agreement was for twenty-five (25) years with a provision for extending the Original Agreement by mutual agreement of the Members on a year by year basis. Since the end of the term of the Original Agreement is approaching, and in light of the evolution of the Agency over the past twenty years and the perceived need for modifications to the Original Agreement, the Members have determined that it is desirable and in the public interest to revise and to restate their delegation of authority to the previously established Sonoma County Waste Management Agency. The revisions to and restatement of that delegation of authority are fully set forth in this Amended and Restated Joint Exercise of Powers Agreement.

5. It is intended by the Parties that this Agreement shall be amendatory of the Original Agreement, including the First Amendment, and shall restate, amend and supersede the Original Agreement and First Amendment in their entirety as of the Effective Date. Upon its effective date, this Amended and Restated Joint Exercise of Powers Agreement shall govern the relationship of the public agencies that comprise the Sonoma County Waste Management Agency.

6. The Members intend to continue to exercise their common powers and authority through the Agency to protect the health and safety of the citizens, preserve and enhance the environment, and provide for recycling, diversion, education, and disposal of waste generated within Members’ boundaries.

NOW, THEREFORE, the Members hereto agree as follows:

## **SECTION I. PURPOSE**

This Agreement is made under the provisions of the Joint Exercise of Powers Act, Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code (the “Act”). Each of the Members possess the powers to achieve the goals described in the above recitals. In authorizing the joint exercise of their common powers, this Agreement provides for the planning and implementation of programs and services to divert recyclable and recoverable materials from the waste stream, including, but not limited to, wood, yard and other compostable waste, and household hazardous waste, as defined in the California Public Resources Code, provide education for those who use the services of the Agency, prepare



and implement regional planning documents and other required documentation, provide monitoring and reporting as required by the Public Resources Code and the Integrated Waste Management Act of 1989, and provide other such services and programs as determined by the Board of Directors. Members hereby covenant with each other to participate and cooperate in the implementation of the Agency's duties and programs and to maximize use and avoid duplication of effort in any program undertaken by the Agency.

## **SECTION II. AUTHORITY**

### **A. Creation of the Agency**

Pursuant to the Act, there was created in 1992 and continues to be a public entity, separate and apart from the Members hereto, known as the "Sonoma County Waste Management Agency," hereinafter referred to as "SCWMA" or the "Agency." The Agency is a public entity that is separate and apart from the County and Cities that are the Members of the Agency. The debts, liabilities, and obligations of the Agency shall not constitute the debts, liabilities, or obligations of any Member. Except as provided in this Agreement, the Agency may not require any Member to contribute money or services to the Agency without the consent of the legislative body of each Member. The Agency will defend, indemnify, and hold harmless each Member for liabilities arising as a result of Agency's actions pursuant to this Agreement or arising out of Agency's negligence, but the liabilities of Members, due to their own acts, omissions, or negligence either prior to creation of Agency or afterwards, shall not be assumed by the Agency.

### **B. Board of Directors**

The Agency is governed by a Board of Directors, ("Board"). The Board is composed of directors who are appointed by the Members' governing bodies. There shall be one director and one alternate from each Member and that director and alternate shall be either a member of the Members' governing body or an employee of the Member.

A Member's alternate director may, in the absence of the Member's director, attend any meeting of the Board, be counted as part of the quorum and vote on all matters coming before the Board at that meeting.

Directors and alternate directors shall serve without compensation. Each director or alternate director may be reimbursed for necessary expenses by their Member jurisdiction as determined by the Member's policies.

### **C. Operation of the Board**

The Board will constitute the policy-making body of the Agency. All powers of the Agency will be exercised by and through the Board, except as may be expressly delegated to others in accordance with this Agreement, or by direction of the Board.

The Board has adopted Rules of Governance to address topics including, but not limited to, conduct of meetings, appointment of subcommittees and election of officers. Such Rules of Governance may be amended by the Board from time to time, as required.

Regular meetings of the Board will be held not less frequently than quarterly.

The fiscal year of the Agency shall be the 12-month period beginning July 1 of one year and ending June 30 of the following year. For each fiscal year, the Board shall adopt an operating budget that is consistent with the funding ability of the Agency.

D. Voting

A majority of a quorum of the Board is sufficient for action. Certain types of actions, however, have the following specific voting requirements.

**OPTIONS:**

- 1) **The Agency may have a unanimous vote requirement, meaning all directors must be present and vote to approve specified types of actions. Some types of actions that might require a unanimous vote include purchase of real property and/or expenditure of funds greater than a specified limit, such as \$250,000 or \$350,000 during the fiscal year, or adoption of additional programs.**
- 2) **The Agency may not have a unanimous vote requirement and a majority of a quorum would be sufficient for any type of action.**
- 3) **The Agency may have a voting requirement of a super majority set at 3/4 or 75% of the membership (8 out of 10 members) for specified types of actions such as purchase of real property, expenditure of funds greater than a specified limit, such as \$250,000 or \$350,000 during the fiscal year.**

Voting shall be by directors or alternate directors present at a meeting. No proxy votes are authorized. Voting will be by voice vote, except that any director or alternate director may request a roll-call vote.

**SECTION III. TERM**

*Approval of this Amended and Restated Agreement by each Members' governing body includes termination of the Original Agreement. This Amended and Restated Agreement is effective on the earlier of either: a) expiration of the Original Agreement (February 11, 2017), as long as at least two Members have approved the Amended and Restated Agreement; or b) thirty days from the date the ninth Member's governing body approves and executes this Agreement, (Effective Date written above), and it shall continue in full force and effect until terminated by mutual consent of the Members, effective when the next to the last Member's governing body has executed a termination document, provided that all liabilities of the Agency have been satisfied and all assets of the Agency have been distributed.*

**SECTION IV. WITHDRAWAL OR REMOVAL OF A PARTY**

- A. At the end of any fiscal year, any Member may withdraw as a Member of this Agreement by notifying the Board in writing prior to January 1 of that same fiscal year.

- B. The withdrawing Member shall reaffirm its intent to withdraw from the Agency by March 1 of that fiscal year. This notification will be considered binding and irrevocable unless unanimously decided otherwise by the Board.
- C. Upon receipt of a Party's reaffirmation to withdraw from the Agency as described above in paragraph (B), any remaining Member may also declare its intent to withdraw from the Agency. The deadline for each remaining Member to give written notice of withdrawal shall be April 1 of that fiscal year.
- D. *The withdrawing Member shall continue to be responsible for its allocable share of all costs, charges, assessments, liabilities, and contingencies both in existence when the Member notifies the Agency of its intent to withdraw, as well as those incurred by the Agency through the end of that fiscal year.* If a Member(s)' regular funding source to the Agency is interrupted prior to the end of the fiscal year, the Member shall be responsible for direct payment to the Agency of that Member(s)' allocable share of the regular funding.
- E. A Member's participation in the Agency may be involuntarily terminated at any time upon recommendation of the Board and upon the vote of two-thirds of all directors, as well as the approval of the legislative bodies of two-thirds of the Members. Involuntary termination shall have the effect of terminating the Member's participation in the Agency. Termination will be effective at the end of the fiscal year in which the action is taken or upon such date as the remaining Members may specify. If a Member is involuntarily terminated, reserve accounts shall be established pursuant to paragraph (F) of this section as though the Member was voluntarily withdrawing. A terminated Member shall continue to be responsible for payment of all Agency costs and liabilities allocable to or incurred by that Member through the effective date of termination. Grounds for involuntary termination include, but are not limited to, the following:
1. Failure or refusal to participate in the Agency's funding source or to provide direct payment to the Agency to a degree sufficient to cover that Member's allocable share of the costs, obligations, and liabilities of the Agency as provided below in Section 11 (B).
  2. Such other grounds as may be determined by the Board upon the vote of two-thirds of all directors, as well as the approval of the legislative body of two-thirds of the Members.
- F. Upon the voluntary withdrawal or involuntary termination of a Member, the Board may establish a reserve account for that Member to provide for anticipated expenses and liabilities not included in the Agency's budget that may have arisen or that may arise during the period of that Member's participation in the Agency. The amount remaining in the reserve account will be returned to the withdrawing or terminated Member after all expense claims and liabilities against that Member have been fully paid and satisfied.

## SECTION V. DISPOSITION OF PROPERTY AND FUNDS

- A. Upon the Agency's dissolution, or the complete rescission or other termination of this Agreement by all Members, the Board shall, with the approval of all Members, determine the disposition of any real or personal property, funds, and other assets remaining in the Agency after all obligations have been satisfied. Such disposition shall be conducted in a manner that provides a proportionate return to each Member based upon each Member's investment in those properties and assets. Each Member's pro rata share shall be determined in the same manner as for a withdrawing or terminated Member provided below in paragraph (B).
- B. If a Member is terminated or withdraws from the Agency, and the Agency has a financial obligation to that withdrawing or terminated Member, the Board, with the approval of the remaining Members, shall satisfy the withdrawing or terminated Member's pro rata share of the total assets of the Agency, less obligations, including any requirement to pay funds into a reserve account as provided in Section 4(F). A withdrawing or terminated Member's pro rata share is defined as the total regular or special payments, charges, assessments or contributions made by that Member, divided by the total regular and special payments, charges, assessments or contributions made by all Members from the inception of the Agency to the date of the Member's withdrawal or termination.
- C. In the event of the withdrawal or termination of a Member, the Board shall determine whether the Agency's satisfaction of that Member's pro rata share of Agency assets shall be made through a transfer of property or through a payment of funds. That transfer or payment must be made within a reasonable time following a Member's withdrawal or termination.
- D. The current fair market value of Agency properties and assets shall be determined by the Board. If the withdrawing or terminated Member disputes the current fair market value of Agency properties and assets as determined by the Board, then the current fair market value of those properties and assets shall be determined by a panel of three disinterested and qualified appraisers. To this panel, one appraiser shall be appointed by the governing body of the withdrawing or terminated Member, and one appraiser shall be appointed by the remaining Members of the Board. The two appointed appraisers shall jointly select a third appraiser. The fees of each appraiser shall be shared equally by the Agency and by the withdrawing or terminated Member.

## SECTION VI. POWERS AND FUNCTIONS

The Agency shall have the powers common to the Members and is empowered and authorized, in its own name, to adopt and implement such rules and regulations, in any form, including, but not limited to, order, ordinance or resolution, as may be necessary to effect the purposes of this Agreement, and to perform all acts necessary for the joint exercise of common powers for these purposes, including, but not limited to, any or all of the following:

- i. To employ agents and employees, to establish salaries and benefits, and to contract for professional services.
- ii. To make and enter into contracts and leases.
- iii. *To raise revenue.***
- iv. To incur debts, obligations, and liabilities; provided, however, that the debts, obligations, and liabilities incurred by the Agency shall not be, either individually or collectively, debts, obligations, or liabilities of the Members.
- v. To contract for, acquire, convey, construct, manage, maintain, and operate buildings and improvements.
- vi. To acquire and to convey, real and personal property.
- vii. To apply for and receive funds, contributions, grants, property or equipment from sources, including, but not limited to, federal, state, local, private or non-profit entities or individuals.
- viii. To invest money that is not needed for immediate necessities, as the Board determines to be advisable, in the same manner and upon the same conditions that apply to other local agencies as specified in Section 53601 of the California Government Code.
- ix. To purchase insurance coverage, including fidelity bonds and directors' liability coverage, to join insurance pooling programs, or to develop and maintain a self-insurance reserve.
- x. To sue and be sued in its own name and to defend and hold harmless the Members.
- xi. To issue bonds as specified in Section 12.
- xii. To perform all other acts reasonable and necessary to exercise and implement the above-specified powers and purposes of this Agreement.

These powers shall be exercised in the manner provided in the Act and as expressly set forth herein and are subject to the restrictions upon the manner of exercising such powers that are imposed upon the County of Sonoma in the exercise of similar powers. Notwithstanding the generality of the foregoing, the Agency shall have no power to bind the Members to any monetary obligations other than those expressly authorized by the mutual consent of the Members.

## SECTION VII. LIABILITY OF THE MEMBERS

No Member, whether individually or collectively, shall have any liability for the Agency's debts, liabilities, or obligations, including without limitation the following:

- A. Liabilities attributable to any act or omission of the Agency, or any act or omission of the Agency's officers, agents, employees, contractors, subcontractors or volunteers.
- B. The payment of wages, benefits, or other compensation to the Agency's officers, agents, employees, contractors, or subcontractors, unless otherwise provided by contractual arrangement.
- C. The payment of workers' compensation or indemnity to officers, agents, or employees of the Agency for any injury or illness arising out of the performance of this Agreement, unless otherwise provided by contractual arrangement.
- D. Should civil penalties be imposed on the Agency, Agency staff shall research the reason for the civil penalties by any means, including, but not limited to, 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 cooperate with Members, the responsible Member(s) and regulators 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:
  - i. the Agency shall pay the entire penalty; or
  - ii. an individual Member is responsible for the assessment of the civil penalty and the entire penalty shall therefore be imposed upon that member for payment of the penalty; or
  - iii. multiple Members, but not all Members, are responsible for the assessment of the penalty and the penalty therefore shall be allocated equally upon those responsible Members.
- E. Should the Agency be dissolved for any reason, or should a Member withdraw or be removed from the Agency, each Member or the ex-Member shall be responsible for complying with the requirements of the California Integrated Waste Management Act within their respective jurisdictional boundaries in accordance with the programs set out in the Agency's documents.
- F. Each Member is responsible for implementing and meeting the mandated diversion requirements within its jurisdictional boundaries.

## **SECTION VIII. FINANCING**

- A. Currently, the Agency is financed and the Agency's programs are funded through a tip fee surcharge on refuse entering the County of Sonoma's waste disposal system, which the County of Sonoma collects and remits to Agency. In addition, the Agency receives all revenues accruing in connection with the composting of wood and yard waste from Members. This financing arrangement shall continue until such time as Agency approves and fully implements an alternate financing mechanism.
- B. The Agency may issue bonds or other evidences of indebtedness as authorized by the Act including, but not limited to, revenue bonds, bond anticipation notes, certificates of participation, and lease purchase agreements, hereinafter collectively referred to as "Bonds," in order to obtain funding that may be required to finance the acquisition of real property, the construction of facilities, the acquisition of vehicles and other capital equipment, and other obligations as determined by the Board. The power of the Agency to issue Bonds shall only be exercised upon the approval and authorization by unanimous vote of the Board of Directors. Bonds may be issued in more than one series and shall be sold by competitive bidding or by private sale, to the extent permitted by law, and shall not constitute a debt, liability, or obligation of any Member to this Agreement. The services of bond counsel, financial consultants, and other consultants and advisors may be used by the Agency in connection with the issuance and sale of Bonds. The fees and expenses of such counsel, consultants, and advisors shall be paid from the proceeds of the sale of Bonds.
- C. To the extent not covered by the duties assigned to a trustee appointed under any resolution of the Board authorizing the Agency's issuance of Bonds, the Agency Treasurer shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles or by the provisions of any resolution authorizing the Agency's issuance of Bonds. The books and records of the Agency maintained by the Executive Director or Treasurer shall be open to inspection at all reasonable times by representatives of the Members.
- D. Any trustee appointed under any resolution or indenture that authorizes the issuance of Bonds by the Agency shall be required to establish suitable funds, furnish financial reports, and provide appropriate accounting procedures to carry out the provisions of said resolution or indenture and this Agreement.
- E. The Agency may set fees or charges for the services it provides to any non-Member, other entity or person who wants to participate in any Agency program.

## **SECTION IX. AGENCY FUNDS**

- A. Until such time as the Agency Board determines otherwise, the Treasurer of the County of Sonoma shall assume the duties required by the laws of the State of California, including the duties described in Section 6505.5 of the California



Government Code on behalf of the Agency. The Agency shall reimburse the County of Sonoma for the cost of fulfilling these duties.

- B. Until such time as the Agency Board determines otherwise, the Auditor of the County of Sonoma shall prepare a financial statement of the Agency's accounts, records and financial affairs for the preceding fiscal year. The Agency shall reimburse the County of Sonoma for the cost of performing such audit.
- C. The Agency's Executive Director is hereby designated as the person responsible for the monies and property of the Agency.

## **SECTION X. AGENCY'S EXISTING AND CONTINUING PROGRAMS**

### **A. Composting Program**

Agency operates a Program at the Central Landfill for the composting, primarily of wood and yard waste, ("Composting Program"). The Agency separately contracts with an operator to process the materials delivered to the site from any source within Sonoma County. The Composting Program shall continue to exist and operate in compliance with all applicable laws, rules and regulations and in substantially the same manner as on the Effective Date of this Agreement, until modified by the Agency Board. Members shall continue to cause wood and yard waste generated within their jurisdictions to be delivered to the Composting Program. Agency shall continue to have the right to dispose of any useable product resulting from the Composting Program as Agency sees fit and in accordance with any contract(s) it may have with an operator. If Agency is unable to dispose of any product of the Composting Program to third parties, each Member agrees to pick up, transport and take back the remaining product in proportion to the amount that Member delivered to the Composting Program site.

### **B. Household Hazardous Waste Program**

Agency operates a Program at the Central Landfill for the collection and storage of household hazardous waste, as defined by the California Public Resources Code ("HHW Program"). The Agency separately contracts with an operator to collect, sort, store, package and transfer the household hazardous waste collected by designated haulers and other entities approved by Agency, and from members of the public who are residents of a Member agency. HHW generated by small quantity generators will be accepted, but shall be financed entirely by the generators using the service. The HHW Program shall continue to exist and operate in compliance with all applicable laws, rules and regulations and in substantially the same manner as on the Effective Date of this Agreement, until modified by the Agency Board.

### **C. Education for those Using the Agency's Services**

The Agency provides information and education to those using the Agency's services ("Education Program") in order to maximize use of the Agency's programs and further the purpose and goals of the Agency. The Education Program shall continue to exist and operate in compliance with all applicable laws, rules and regulations and in substantially the same manner as on the Effective Date of this Agreement, until modified by the Agency Board or Executive Director.

D. Regional Planning

The Agency is a Regional Agency pursuant to Section 40971 of the California Public Resources Code and the Integrated Waste Management Act. All Members are deemed to be Members of the Regional Agency. The Agency is and shall be responsible for creating, updating and maintaining all required or mandated regional planning documents.

**SECTION XI. COUNTY'S EXISTING AND CONTINUING OBLIGATIONS**

- A. In addition to the obligations of the Members elsewhere specified in this Agreement, the County of Sonoma agreed in the Original Agreement to provide the following support and subsidies to the Agency:
1. A site, free of charge, at the Central Landfill for the purpose of household hazardous waste collection and storage, referred to as the HHW Program.
  2. A site, free of charge, at the Central Landfill for the composting, primarily of wood and yard waste, referred to as the Composting Program.
- B. *Such support and subsidies shall continue until the earlier of either: a) the Agency notifying the County of Sonoma that it no longer requires such site or sites and vacating the site or sites; b) the expiration of the Original Agreement, February 11, 2017; or c) the date of termination of the Original Agreement.*
- C. Should operations cease on either or both of the HHW and Composting Program sites, the Agency shall have no further right to use the site or sites on which operations ceased. If Agency ceases to use either or both sites, the Agency, at its expense, will return the site or sites to the County in a substantially similar condition as when Agency first began using the site or sites and with the exception of any improvements, which are or shall become the property of the County of Sonoma. Should the County of Sonoma require, the Agency will provide for and pay for monitoring tests at the site(s).
- D. Agency may contract with the County of Sonoma, or any other Member, for provision of services and property, including, but not limited to, rent for office or other space, staffing of Agency with County or the Members' employees, and telecommunication and information system services.

**SECTION XII. AGENCY'S EXISTING ASSETS, LIABILITIES AND OBLIGATIONS**

All assets, liabilities, obligations, contracts, agreements, accounts, real and personal property belonging to or incurred by the Agency at the time just prior to the Effective Date of this Agreement shall not change by virtue of the execution of this Agreement and shall remain as they existed just prior to the Effective Date of this Agreement.

The Agency has and shall continue to maintain liability insurance of at least two million dollars for as long as this Agreement is in effect and for at least one (1) year thereafter. This insurance shall name each of the Members as additional insured for any liability arising out of Agency's

activities. The amount of insurance may be adjusted up or down as the Agency Board determines is appropriate. Agency may elect to establish a self-insurance program.

### **SECTION XIII. GENERAL PROVISIONS**

#### **A. Notices.**

Any notices required or authorized to be given under this Agreement must be in writing and must be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Executive Director of the Agency and to the City Clerk, Town Clerk or County Clerk of each of the Members at their respective addresses set forth below:

If to the Agency:	Sonoma County Waste Management Agency 2300 County Center Drive, Suite B-100 Santa Rosa, CA 95403 Attn. Executive Director
If to the City of Cloverdale:	City of Cloverdale 124 N. Cloverdale Blvd. Cloverdale, CA 95425 Attn. City Clerk
If to the City of Healdsburg:	City of Healdsburg 401 Grove Street Healdsburg, CA 95448 Attn. City Clerk
If to the Town of Windsor:	Town of Windsor 9291 Old Redwood Highway, Suite 400 Windsor, CA 95492 Attn. Town Clerk
If to the City of Santa Rosa:	City of Santa Rosa 100 Santa Rosa Avenue Santa Rosa, CA 95404 Attn. City Clerk
If to the City of Sebastopol:	City of Sebastopol 7120 Bodega Avenue P.O. Box 1776 Sebastopol, CA 95473 Attn. City Clerk

If to the City of Rohnert Park:

City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928  
Attn. City Clerk

If to the City of Sonoma:

City of Sonoma  
No. 1 The Plaza  
Sonoma, CA 95476  
Attn. City Clerk

If to the City of Cotati:

City of Cotati  
201 W. Sierra Avenue  
Cotati, CA 94931  
Attn. City Clerk

If to the City of Petaluma:

City of Petaluma  
11 English Street  
Petaluma, CA 94952  
Attn. City Clerk

If to the County of Sonoma:

County of Sonoma  
575 Administration Drive, Room 100A  
Santa Rosa, CA 95403  
Attn. County Clerk

The Agency or any Member may designate a different address by giving notice to the Agency and to the other Members in accordance with the provisions of this paragraph.

- B. Governing Law. This Agreement is made and will be construed and interpreted in accordance with the laws of the State of California.
- C. Headings. The section and paragraph headings contained in this Agreement are solely to facilitate ease of reference and are not intended to define, limit, or describe the scope of any provision of this Agreement.
- D. Consent. Whenever any consent or approval is required by this Agreement, that consent or approval may not be unreasonably withheld or delayed.
- E. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by the governing bodies of all Members to this Agreement, either as required to implement any provisions of this Agreement, or for any other purpose.

- F. Enforcement Authority. The Agency is authorized to take any legal or equitable actions, including but not limited to injunctive relief and specific performance, as may be necessary to enforce this Agreement.
- G. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining provisions of this Agreement will not be affected by that determination.
- H. Successors. This Agreement is binding upon and inures to the benefit of the successors of the Members. No Member may assign any right or obligation under this Agreement without the prior written consent of the other Members.
- I. New Members. Upon approval by the Board and by the legislative bodies of each of the Members, additional public agencies may become Members of the Agency and parties to this Agreement.
- J. Execution in Counterparts. This Agreement may be executed by the Members in one or more counterparts, all of which will collectively constitute one document and agreement.
- K. Filing With Secretary of State. The Agency Executive Director is directed to file with the office of the California Secretary of State a notice of the adoption of this Agreement within 30 days after its Effective Date, as required by California Government Code Section 6503.5.

TO EFFECTUATE THIS AGREEMENT, each of the Members has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below the authorized signature.

**CITY OF CLOVERDALE**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**TOWN OF WINDSOR**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney

**CITY OF HEALDSBURG**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF SEBASTOPOL**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF SANTA ROSA**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF SONOMA**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF ROHNERT PARK**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF COTATI**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney



**CITY OF PETALUMA**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**COUNTY OF SONOMA**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Executive Officer – Clerk of the  
Board of Supervisors

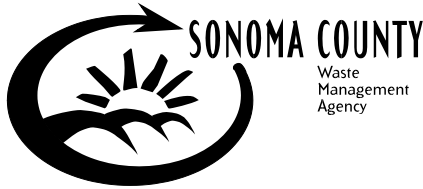
APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

Draft

## **TABLE OF CONTENTS**

	<b><u>Page</u></b>
Section I. PURPOSE .....	2
Section II. AUTHORITY .....	3
Section III. TERM.....	4
Section IV. WITHDRAWAL OR REMOVAL OF A PARTY .....	4
Section V. DISPOSITION OF PROPERTY AND FUNDS.....	6
Section VI. POWERS AND FUNCTIONS .....	6
Section VII. LIABILITY OF THE MEMBERS.....	8
Section VIII. FINANCING.....	9
Section IX. AGENCY FUNDS .....	9
Section X. AGENCY'S EXISTING AND CONTINUING PROGRAMS .....	10
Section XI. COUNTY'S EXISTING AND CONTINUING OBLIGATIONS .....	11
Section XII. AGENCY'S EXISTING ASSETS, LIABILITIES AND OBLIGATIONS .....	11
Section XIII. GENERAL PROVISIONS .....	12



**Agenda Item #: 6**  
**Cost Center: Contingency**  
**Staff Contact: Mikus/Carter**  
**Agenda Date: 12/5/2012**

## **ITEM: Carryout Bags Revised Ordinance**

### **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.

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.

By the May 2012 SCWMA meeting, all member jurisdictions had indicated their support for this project to move forward. When Agency staff visited member jurisdictions' governing bodies during 2011, one of the assurances provided was that if all members did agree to continue working to developing a single-use carryout bag ordinance, Agency staff would return to present the draft ordinance and seek members' input. At the May meeting, staff was directed to prepare a "White Paper" on the draft ordinance and to release an RFP to hire a consultant to complete the necessary CEQA documentation should the Board decide to pursue adoption of the ordinance.

At the June 20, 2012 SCWMA meeting, staff presented the "White Paper" developed for the draft ordinance to the Board.

The RFP was released on July 24, 2012 and proposals were due August 20, 2012. Rincon Consultants was selected as the consultant to perform the Environmental Impact Report for the SCWMA on September 19, 2012.

SCWMA staff arranged for and attended four public scoping meetings in which to receive comments as to the scope of the Environmental Impact Report. The meetings were held in Santa Rosa on October 30, Sonoma on November 1, Petaluma on November 2, and Windsor on November 7, all at 6 pm.

### **II. DISCUSSION**

At the Summer 2012 Council/Board meetings a number of comments were raised on the proposed ordinance and method for implementation. The unresolved issues are as follows:

<b>Issue</b>	<b>Staff Recommendation</b>
Keep the minimum fee at \$0.10/bag with no inflator	Staff believes \$0.10/bag is a sufficient incentive. The environmental analysis performed now would allow increases in the future should the incentive not be sufficient
Warnings should be sent prior to	Staff supports the issuance of a warning prior to the

administrative citation fines	imposition of administrative citation fines. The penalties process will be described in the Agency's Administrative Penalties Ordinance.
Elimination of reporting requirements	Staff believes some form of record reporting should be required otherwise difficulties would arise in evaluating the effectiveness of the program. Staff believes the reporting requirements in the Recordkeeping and Inspection are now more flexible.
Enforcement by member jurisdictions	If a member jurisdiction would rather enforce the ordinance in its jurisdiction, a member's governing body may adopt the Agency's ordinance and thereby enforce the ordinance in its jurisdiction.
Removing business exemptions	The EIR will examine an alternative in which all retail businesses would be included in the analysis. With that analysis done, the Board could either adopt the current ordinance or include all retail businesses. Staff recommends not including restaurants at this time due to the current litigation. This area of the law is changing rapidly, however, and staff and Agency Counsel will continue to monitor the litigation.
Enforcement responsibility and appeals	The current ordinance assigns the enforcement responsibility to the SCWMA Executive Director, but is silent on the appeals process. Staff recommends keeping the enforcement with the Executive Director and allowing appeals directly to the SCWMA Board of Directors. This process will be described in the Agency's Administrative Penalties Ordinance.

Under the schedule offered by Rincon Consultants, the public hearing on Draft EIR would be expected in January 2013 and the public hearing Final EIR would be expected in March 2013. Adoption of the ordinance could occur after the certification of the Final EIR. SCWMA staff continues to believe this schedule is feasible.

### III. FUNDING IMPACT

The approved FY 2012/13 SCWMA Budget included \$150,000 for a consultant to prepare a CEQA document, \$142,224 for staff time, and \$40,000 for legal services on the issue of carryout bag waste reduction efforts. At the time of transmittal preparation, the expenditures are \$7,704 for staff time and \$4,557 for legal services. All expenditures are within budgeted amounts.

### IV. RECOMMENDED ACTION

Staff recommends proceeding with the carryout bag ordinance as outlined in the table above.

### V. ATTACHMENT

Proposed Carryout Bag Waste Reduction Ordinance

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA

# SONOMA COUNTY WASTE MANAGEMENT AGENCY

## ORDINANCE NO. 2013- 1

### AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ESTABLISHING A WASTE REDUCTION PROGRAM FOR CARRYOUT BAGS

#### THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY DOES ORDAIN AS FOLLOWS:

##### SECTION 1.

##### **“GENERAL PROVISIONS**

###### **Title.**

This Ordinance is known and may be cited as the Waste Reduction Program for Carryout Bags.

###### **Purpose and Intent.**

It is the intent of the Sonoma County Waste Management Agency (“Agency”), a ten member joint powers agency established pursuant to California Government Code Section 6500, in adopting this Ordinance to exercise the members’ common powers and pursuant to Section 14 of the Joint Powers Agreement, to adopt regulations promoting a uniform program for reducing waste by decreasing the use of single use carryout bags.

###### **Defined Terms and Phrases.**

For the purposes of this Ordinance, the words, terms and phrases as defined herein shall be construed as hereinafter set forth, unless it is apparent from the context that a different meaning is intended:

- A. “Customer” means any Person obtaining goods from a Retail Establishment.
- B. “Nonprofit Charitable Reuser” means a charitable organization, as defined in Section 501(c)(3) of the Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than fifty percent (50%) of its revenues from the handling and sale of those donated goods or materials.
- C. “Person” means any natural person, firm, corporation, partnership, or other organization or group however organized.
- D. “Prepared Food” means foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. Prepared Food does not include any raw or uncooked meat product.
- E. “Recycled Paper Bag” means a paper bag provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting

food or merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent (40%) Post-consumer Recycled Material; is one hundred percent (100%) recyclable; and has printed in a highly visible manner on the outside of the bag the words "Reusable" and "Recyclable," the name and location of the manufacturer, and the percentage of Post-consumer Recycled content.

- F. "Post-consumer Recycled Material" means a material that would otherwise be destined for solid waste disposal, having completed its intended end use and product life cycle. Post-consumer Recycled Material does not include materials and byproducts generated from, and commonly reused within, an original manufacturing and fabrication process.
- G. "Public Eating Establishment" means a restaurant, take-out food establishment, or any other business that receives ninety percent (90%) or more of its revenue from the sale of Prepared Food to be eaten on or off its premises.
- H. "Retail Establishment" means any commercial establishment that sells perishable or nonperishable goods including, but not limited to, clothing, food, and personal items directly to the Customer; and is located within or doing business within the geographical limits of the County of Sonoma, including the nine incorporated cities and town. Retail Establishment does not include Public Eating Establishments or Nonprofit Charitable Reusers.
- I. "Reusable Bag" means either a bag made of cloth or other machine washable fabric that has handles, or a durable plastic bag with handles that is at least 2.25 mil thick and is specifically designed and manufactured for multiple reuse. A Reusable Bag provided by a Retail Establishment shall be designed and manufactured to withstand repeated uses over a period of time; made from a material that can be cleaned and disinfected; and shall not contain lead, cadmium, or any other heavy metal in toxic amounts.
- J. "Single-Use Carryout Bag" means a bag, other than a Reusable Bag, provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment. Single-Use Carryout Bags do not include bags without handles provided to the Customer (1) to transport produce, bulk food or meat from a produce, bulk food or meat department within a store to the point of sale; (2) to hold prescription medication dispensed from a pharmacy; or (3) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a Reusable Bag or Recycled Paper Bag.

#### **Single-Use Carryout Bags.**

- A. On and after July 1, 2013, no Retail Establishment shall provide a Single-Use Carryout Bag to a Customer for the purpose of transporting food or merchandise out of the establishment except as provided in this Ordinance.
- B. On and after July 1, 2013, a Retail Establishment may make available for sale to a Customer a Recycled Paper Bag for a minimum charge of ten cents (\$0.10).

- C. Notwithstanding this Section, no Retail Establishment may make available for sale a Recycled Paper Bag unless the amount of the sale of the Recycled Paper Bag is separately itemized on the sales receipt.

### **Recordkeeping and Inspection.**

Every Retail Establishment shall keep a monthly report of the total number of Recycled Paper Bags purchased and the total number sold, for a minimum period of three (3) years from the date of purchase and sale, which record shall be available for inspection at no cost to the Agency during regular business hours by any Agency employee or contractor authorized to enforce this Ordinance. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be available at the Retail Establishment address. The provision of false information including incomplete records or documents to the Agency shall be a violation of this Ordinance.

### **Enforcement.**

The Executive Director of the Agency, or his or her designee, shall have primary responsibility for enforcement of this Ordinance. The Executive Director is authorized to make all necessary and reasonable rules and regulations with respect to the enforcement of this Ordinance. All such rules and regulations shall be consistent with the provisions of this Ordinance.

Anyone violating or failing to comply with any provision of this Ordinance shall be guilty of an infraction. The Agency may seek legal, injunctive, administrative or other equitable relief to enforce this Ordinance. The remedies and penalties provided in this Section are cumulative and not exclusive and nothing in this Section shall preclude the Agency from pursuing any other remedies provided by law. In addition to any relief available to the Agency, the Agency shall be entitled to recover reasonable attorneys' fees and costs incurred in the enforcement of this Ordinance.

The authorized representative of any Retail Establishment may appeal a citation as provided in the Agency's Administrative Penalties Ordinance.

Violations of this Ordinance shall be punishable as provided in the Agency's Administrative Penalties Ordinance.

Each violation of this Ordinance or each day a violation exists shall be considered a separate offense.

### **Severance.**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or in any manner in conflict with the laws of the United States or the State of California, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors of the Sonoma County Waste Management Agency hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or in any manner in conflict with the laws of the United States or the State of California.

SECTION 2. A summary of this Ordinance shall be printed and published twice in the Santa Rosa Press Democrat, a newspaper of general circulation, printed and published in the City of Santa Rosa, County of Sonoma.

SECTION 3. This Ordinance shall be effective on July 1, 2013. A summary of this Ordinance shall, within fifteen (15) days after passage, be published with the names of the Directors voting for and against it.

**INTRODUCED** at a regular meeting of the Board of Directors of the Sonoma County Waste Management Agency on the \_\_\_\_ day of \_\_\_\_\_, 2013, and

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote:

AYES: Directors: \_\_\_\_\_

NOES: Directors: \_\_\_\_\_

ABSENT: Directors: \_\_\_\_\_

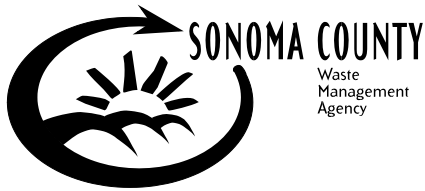
ABSTAIN: Directors: \_\_\_\_\_

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
AGENCY CLERK





**Agenda Item #: 7**  
**Cost Center: Contingency**  
**Staff Contact: Chilcott**  
**Agenda Date: 12/5/2012**

## **ITEM: Carryout Bags Public Distribution Plan**

### **I. BACKGROUND**

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 using the San Jose carryout bag ordinance parameters as the starting point for discussion. Pertaining to education, a number of public and council/boardmember comments were raised during the stakeholder meetings. These include:

- Ensure education and outreach is done for the retailers and consumers before ordinance implementation.
- Concern about access to affordable reusable carryout bags to low-income groups.

At the September 19, 2012 SCWMA meeting, Board members directed staff to proceed with the carryout bag waste reduction ordinance under the countywide Agency implementation method. At the same meeting, SCWMA Board members also directed staff to award a \$41,170 agreement to Rincon Consultants to prepare CEQA documentation with regard to the carryout bag waste reduction ordinance. As \$150,000 was included in the original FY 12-13 SCWMA Budget for consultant services for this project, the award with Rincon Consultants was significantly less than the budgeted amount. Unless otherwise reallocated, unspent funds would remain in Contingency Reserve.

Agency staff has historically concentrated annual education efforts on one or two programs/activities that relate to available grant funding and/or to new services. Prior outreach themes included: 2012, Used Motor Oil Recycling & Mandatory Commercial Recycling (grant funded); 2011, Safe Medicine Disposal Program; 2010, Extended Producer Responsibility--Take-Back for fluorescent lamps & household batteries (partially grant funded); 2009, Ewaste electronics recycling; 2007-08, Curbside Veggies Recycling.

### **II. DISCUSSION**

Regardless of upcoming action pertaining to the Carryout Bag Waste Reduction Ordinance, Agency staff recommends focusing bi-lingual public education efforts for 2013 on "Get in the habit—Bring your own bag," with a catchy campaign slogan "I've got a Bag Habit."

The public education campaign would be phased. The intent of the first phase would be to pilot and prepare for a more comprehensive education campaign should the Agency ordinance go forward. The intent of the second phase would be comprehensive public education related to the new ordinance which expands on the activities in the first phase and distributes bags to low-income groups.

In preparation for this plan, Agency staff talked with representatives from

**Figure 1: 2013 English Recycling Guide cover supports the reusable bag message.**



**Figure 2: 2013 Spanish Recycling Guide cover**



the Sonoma County Department of Health Services (Public Health) Economic Assistance Division [http://www.sonoma-county.org/human/eco\\_assistance.htm](http://www.sonoma-county.org/human/eco_assistance.htm), rural healthcare clinics, thrift stores and reviewed similar bag ban outreach conducted in other communities (San Francisco, San Jose, etc.). Please note that this plan only covers public education. If an ordinance goes forward, retailer education would require a separate education effort.

#### **“I’ve got a bag habit” campaign Phase 1: April 2013-August 2013**

This phase assumes that no action will have taken place on an Agency Carryout Bag Ordinance by December 2012 when bags will need to get ordered to arrive by April 2013. Activities include purchasing 8,000 specially designed Agency bags, distributing these bags to the public at regularly scheduled Agency events, distributing bags at multifamily outreach events for the Mandatory Commercial Recycling Project (Phase 2), creating a dedicated page on the Agency’s website and engaging the public via social media. The first phase would also pilot social marketing techniques such as collecting pledges and announcing via Facebook and Twitter locations where bags are getting distributed. Contingent on bag supplies, bags would be provided, one bag per family, at no charge. See list below for proposed tasks:

**Table 1: Phase 1 campaign tasks April 2013-August 2013**

Activity	Details	# bags allocated per location
<b>Distribute bags at Fairs/public events</b>		
Between April-August 2012, Agency staff conducted 45 one-day English and Spanish events where it would be appropriate to distribute bags. Multiple day events require larger quantities of bags. Pledges will be collected whenever feasible.		
One-day English and Spanish events including Earth Day events, Wed. night markets, Hispanic outreach events, etc. (About 45 events)	<ul style="list-style-type: none"> <li>Distribute 40 bags per event x 45 events.</li> </ul>	1,800
5-day Sonoma-Marin Fair	<ul style="list-style-type: none"> <li>Distribute bags based on quantities distributed historically at the Sonoma County Fair by the Sonoma County Water Agency which has distributed bags to fairgoers since 2005).</li> </ul>	600
17-day Sonoma County Fair	<ul style="list-style-type: none"> <li>Distribute bags to fairgoers (quantities based on counts from the Sonoma County Water Agency which has distributed bags to fairgoers since 2005).</li> </ul>	2,600
<b>Distribute bags at multifamily outreach events</b>		
The second phase of Mandatory Commercial Recycling project includes presentations at multifamily complexes where reusable bags could be provided to participants. Presentations will likely take place March-June, 2013 with a schedule TBD.		
150 multifamily presentations planned + numerous site visits	<ul style="list-style-type: none"> <li>Provide bags to participants at presentations (assume 20 participants @ 150 presentations).</li> </ul>	3,000
<b>TOTAL BAGS DISTRIBUTED</b>		<b>8,000</b>
<b>New website page on the Agency’s website specific for reusable plastic bags</b>		
	<ul style="list-style-type: none"> <li>List locations where Agency bags are getting distributed.</li> <li>Give tips for remembering one’s bag.</li> <li>Discuss ordinance progress/planning (Phase 2).</li> </ul>	
<b>New postings on Agency’s Facebook and Twitter pages</b>		
	<ul style="list-style-type: none"> <li>Post locations where bags are getting distributed.</li> <li>Give tips for remembering one’s bag.</li> </ul>	
<b>Back page announcement on Sonoma County Recycling Guide 2013</b>		
	<ul style="list-style-type: none"> <li>Promote reusable bags to support annual outreach effort.</li> </ul>	

#### **“I’ve got a bag habit” campaign Phase 2: September 2013-June 2014**

This phase assumes public education related to an Agency Countywide Carryout Bag Ordinance is needed. Phase 2 of this project would get formally budgeted in the FY 13-14 Work Plan.

Phase 2 activities address city council/stakeholder concerns about bag distribution to low-income

groups and expand on activities conducted in Phase 1. Activities include purchasing 30,000 specially designed Agency bags, distributing bags at busy social service lobbies, greatly expand the Agency's regular outreach efforts by hiring one or two temporary staff to distribute bags countywide at Farmer's Markets using a specially designed Agency display, providing bags to cities/county offices, expanding the Agency's dedicated plastic bags web page and working with media/garbage companies/community groups to advertise the ordinance. Sponsors will be recruited to help supplement the Agency's bag purchase in Phase 2.

Sonoma County Department of Health Services is uniquely suited to distribute bags to targeted low-income groups as programs operate regionally and applicants must apply in-person. Social service offices are busy with 950-1,200 walk-ins per day per location. Overlap occurs among programs (e.g., CalFresh, Medi-Cal, General Assistance and JobLinks) providing for multiple opportunities to reach this targeted group. Sonoma County Health Services staff were especially receptive to partnering with the Agency on bag distribution as they view this program as a benefit to their clients. See list below for proposed tasks:

**Table 2: Phase 2 campaign tasks September 2013-June 2014**

Bag distribution location	Details	# bags allocated per location
<b>Distribute bags at social service offices</b> The Sonoma County Department of Health Services (Public Health) Economic Assistance Division provides assistance to obtain food, shelter, medical and dental care, and other supportive services for low-income families with children, those disabled or unemployed, and children in foster homes. County programs are operated on behalf of the cities as regional programs.		
<b>Sonoma County Job Links &amp; SonomaWORKS</b> <a href="http://www.sonomaworks.org/">http://www.sonomaworks.org/</a> provides 2227 Capricorn Way, Suite 100, Santa Rosa	<ul style="list-style-type: none"> <li>Distribute bags to walk-in clients for 10 months (950-1,200 per day)</li> <li>Post fliers in lobby advertising the availability of bags</li> </ul>	7,800 (or 50 bags per working day)
<b>CalFresh (Formerly Food Stamps) &amp; Medi-Cal &amp; CSMP (County Medical Services Program) &amp; General Assistance</b> <a href="http://www.sonoma-county.org/human/eco_assistance.htm">http://www.sonoma-county.org/human/eco_assistance.htm</a> 2550 Paulin Drive, Santa Rosa	<ul style="list-style-type: none"> <li>Distribute bags to walk-in clients (800-1,200 per day)</li> <li>Post flier in lobby advertising the availability of bags</li> <li>Insert information via utility bill info to CalFresh families who receive mailings every 3 months.</li> </ul>	7,800 (or 50 bags per working day)
<b>Distribute bags at Fairs/public events + comprehensive farmers markets</b> Bag distribution would get greatly enhanced with distribution at farmer's markets, in addition to regularly scheduled English and Spanish events. Multiple day events require larger quantities of bags. Pledges will be collected whenever feasible.		
Farmer's Markets (all cities and the unincorporated area) About 40 events targeted	<ul style="list-style-type: none"> <li>Distribute 200 bags per event x 40 events</li> <li>Create a "I've got a bag habit" displays to aid in bag distribution.</li> <li>Hire one or two temporary staff people to staff the display and distribute bags</li> </ul>	8,000
One-day events including Earth Day events, Wed. night markets, Hispanic outreach events, etc. (About 30 events targeted)	<ul style="list-style-type: none"> <li>Distribute 40 bags per event x 45 events</li> </ul>	1,800
5-day Sonoma-Marin Fair	<ul style="list-style-type: none"> <li>Distribute bags to fairgoers (quantities based on counts from the Sonoma County Water Agency which has distributed bags to fairgoers since 2005)</li> </ul>	600

<b>City/county offices</b>		
10 jurisdictions	<ul style="list-style-type: none"> <li>Supply city/county staff with bags to use at their own discretion (10 jurisdictions x 400 bags/jurisdiction)</li> </ul>	4,000
<b>TOTAL BAGS DISTRIBUTED</b>		30,000
<b>Update website page on the Agency's website specific for reusable plastic bags</b>		
	<ul style="list-style-type: none"> <li>List locations where Agency bags are getting distributed.</li> <li>Give tips for remembering one's bag.</li> <li>Discuss ordinance progress/planning (Phase 2).</li> </ul>	
<b>New postings on Agency's Facebook and Twitter pages</b>		
	<ul style="list-style-type: none"> <li>Post locations where bags are getting distributed.</li> <li>Give tips for remembering one's bag</li> </ul>	
<b>Announcement in garbage company bill inserts &amp; newsletters</b>		
<b>The Ratto Group &amp; Sonoma Garbage Company</b>	<ul style="list-style-type: none"> <li>Work with city representatives and the garbage companies to advertise the new ordinance in customer garbage billings.</li> </ul>	
<b>Newspaper &amp; radio public service announcements, including on-line media</b>		
	<ul style="list-style-type: none"> <li>Prepare press releases and public service announcements suitable for print, broadcast and online media.</li> </ul>	

## Bag design

Sheryl Chapman <http://www.sherylchapman.com/>, the illustrator historically contracted for the Guide cover artwork and illustrations produced the bag design. For outreach consistency, the 2013 Recycling Guide covers English & Spanish (see Figure 1 & 2) complement the bag designs. Bilingual side panels describe the purpose for the bag and show sponsor(s) logos. Side panel also includes the catchy campaign slogan “I’ve got a bag habit.” Four colors schemes reflect personal preferences.

Figure 3: Front and side panels of proposed bag designs



## Selection of bag type

The criteria for a specially imprinted Agency bag follows: 1) useful primarily for grocery store and retail shopping, 2) made from recycled content materials; and, 3) useful as an advertisement for the anticipated new ordinance. Realizing that there are many types of reusable bags and individual preferences, costs were obtained for nylon bags (e.g., Chico Bag, EnviroSax, Baggu, etc.), for woven plastic bags (e.g., BringIt Bag SOMA series, etc.) and for non-woven plastic bags (e.g., Greenbag.info Whole Foods, etc.).

Based on price and perceived quality, Agency staff initially narrowed the selection between the lowest price nylon bag vendor, Chico Bag, and the lowest price woven bag vendor Multi Bag. Eventually, staff favored the woven Multi Bag over the Chico Bag as 1) It costs roughly 1/3 of the Chico Bag and a large quantity of bags are desired; 2) Every side of the Multi Bag can get customized for better advertising the project/agency; 3) Both the Chico Bag and Multi Bag are made from recycled plastics.

Inspired by San Francisco's specially designed bag promoting their bag ban which was manufactured by Western Textiles using scrap fabric from Crate and Barrel for a cost of \$3.20 per bag, Agency staff contacted Goodwill Industries of the Redwood Empire and North Bay Industries about doing a similar



sewing project using salvaged fabric and local labor. Unfortunately, neither group expressed interest in the project.

### Selection of woven bag vendor

Three quotes were received for the woven reusable shopping bags where vendors were given identical specifications. Below is the bid summary:

**Table 4: Bag quotes received from three woven bag vendors**

Vendor	# of bags	Cost per unit	Set up fee	Delivery	Tax	Cost
Multi Bag	3000	\$1.27	\$360.00	\$400.00	\$323.85	\$4,893.85
	5000	\$1.11	\$360.00	\$400.00	\$471.75	\$6,781.75
Factory Direct Promos.com	3000	\$1.79	\$500.00	\$300.00	\$456.45	\$6,626.45
	5000	\$1.39	\$500.00	\$300.00	\$590.75	\$8,340.75
Custom Grocery Bags.com	3000	\$1.99	\$0	\$249.00	\$507.45	\$6,726.45
	5000	\$1.35	\$0	\$387.00	\$573.75	\$7,710.75

In addition to being the lowest cost bid, Multi Bag is the vendor recommended by the Sonoma County Water Agency. The Water Agency has contracted with Multi Bag for the past 4 years to bags to produce the bags they distribute at the Sonoma County Fair and at other events. In addition, the Agency contracted with Multi Bag in 2007 to produce 1,200 blue Agency logo bags and was pleased with their product and performance.

After the initial quote, Agency staff began negotiation with Multi Bag. From the original quote, extra features were added including a 4" x 3/8" loop sewn in the inside of the bag to aid in grocery store check-out and a two-sided label sewn in the inside of the bag to list care instructions and to serve a bi-lingual "Remember your bag" message reminder.

The specifications for the Agency bag are for 8,000 bags sized 13" tall x 15.25" wide x 7" gusset, nylon handles, printed with 2-color process with 4 variations, inside 4" x 3/8" loop. As 4 color schemes are desired, for efficiency one set of plates can be reused for all the colors. For phase 1, the price per bag is \$1.46 each for 8,000; for phase 2, the price per bag drops to \$1.07 each for 30,000.

A shipment of 8,000 bags takes up 3.3 pallets where each pallet measured 40" x 48" x 72" tall. Considering limited capacity in the Agency's existing storage locker and the prohibitive cost of shipping directly to Santa Rosa (\$1,250 estimate), it became necessary to find a shipment destination proximate to the Port of Oakland. R&B Wholesale Distributors, with a warehouse in Hayward, is recommended to take the entire shipment for an estimated \$250. R&B Wholesale Distributors would provide truck lift gate service and would store pallets for several months, or as needed, and deliver to Santa Rosa for \$100/pallet. R&B Wholesale Distributors was the vendor selected for a recent purchase of blue single-stream recycling containers for the Mandatory Commercial Recycling project and Agency staff was pleased with their performance.

The proposed Multi Bag is made from 90% post-consumer recycled PP (Polypropylene) where the woven base comes from 100% post-consumer recycled PP. The film for printing is made from virgin PP to make sure printing is precisely done. Multi Bag's factory in China requires 60-75 days from the date the final design is approved. Therefore, in order to receive bags by April 2013, the order would need to be placed in December 2012. Multi Bag, a Canadian company, would not charge tax. Thus, CA use tax would be paid separately through a County Journal Voucher arrangement.

### III. FUNDING IMPACT

The purchase of 8,000 bags for \$12,340 would be funded from the Contingency Reserve Fund cost center. Funds are available as the contract for CEQA documentation related to the carryout bag waste reduction ordinance is under budget. This cost does not include California taxes (estimated at \$992.80) and additional storage and transport of pallets (estimated at \$300-\$400).

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board grant the Chair authority to sign a purchase order for the selected reusable shopping bag vendor, Multi Bag, at a cost not to exceed \$12,340.

### V. ATTACHMENTS

Price quote from Multi Bag  
Resolution

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA

**MULTI BAG**

5653 Pare Suite 200  
MONTREAL, QUEBEC, CANADA H4P 1S1  
TEL:(514)738-3961 FAX: (514)738-3676  
[www.multibag.com](http://www.multibag.com)

**QUOTE # 66751****DATE: Nov 20-12**CONFIRMATION OF PURCHASE ORDER ☐QUOTATION ☐

TO - ATTENTION

-

SHIP TO

QUANTITY	8,000 (2,000 OF 4 DESIGNS)
BAG IMPRINT	as per artwork
SIZE(S)	13" tall x 15.25" wide x 7" gusset
GAUGE	160 gm2
HANDLE(S)	2 ON TOP- as per sample (nylon webbing handles each 1" wide and 18" long)
FILM COLOR	as per artwork
INK COLOR(S)	as per artwork
SIDES PRINTED	2
MATERIAL AND CONTENT	woven PP- 100% recycled material
GUSSET	side and bottom- * + loop (4" long x 3/8"wide same woven PP as the body of the bag). Colored similar to the main color of the bag.
PROOF REQUIRED	BY EMAIL & MAILED SAMPLES
FREIGHT (EST)	\$300 to R & B Wholesale Distributor's Inc. 25425 Industrial Blvd. Hayward, CA 94545 Main: 510-782-7200 Fax: 510-782-7222
CARTONS TO BE MARKED	Each pallet shall include equal quantities of all 4 colors.
SHIPPING DATE	60-75 days
PLATE CHARGES	\$360
PRICE PER BAG	\$1.46
TOTAL	<b>\$12,340.00 (Not including California sales tax)</b>

\* double sided label included. Label sized 3.5" wide x 1.5" tall. Sewn centered on the inside top of the bag, see plan drawings.

SPECIAL INSTRUCTIONS:



DATED: December 5, 2012

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY  
AUTHORIZING THE PURCHASE OF REUSABLE SHOPPING BAGS FROM MULTI BAG.

WHEREAS, all Agency member jurisdictions in Sonoma County have committed to educating all residents in the county as to how they can reduce, recycle and reuse; and

WHEREAS, Contractor represents that it is duly qualified and experienced in manufacture of reusable shopping bags; and

WHEREAS, Multi Bag has submitted a complete and cost-effective proposal; and

WHEREAS, each of the jurisdictions in the County have a mutual goal of serving the residents of Sonoma County.

WHEREAS, the Agency wishes to contract with Multi Bag to manufacture 8,000 reusable recycled shopping bags at a cost that shall not exceed \$12,340.

NOW THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency ("Agency") authorizes the Agency Chair to sign a purchase order for the purchase 8,000 reusable shopping bags from Multi Bag at a cost not to exceed \$12,340.

MEMBERS:

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

AYES: 0      NOES: 0      ABSENT: 0      ABSTAIN: 0

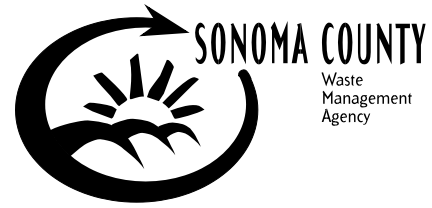
SO ORDERED.

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



**To:** Sonoma County Waste Management Agency Board Members

**From:** Henry Mikus, Executive Director

**Subject:** December 5, 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 October 24, 2012 Board meeting: regular approval.
- 4.2 Manpower Agreement: The Agency regularly uses Manpower, a firm that provides temporary help, for part-time staffing mainly at events such as fairs where we operate a booth over extended hours. We also used Manpower services quite successfully for our recent Mandatory Commercial Recycling (MCR) outreach program. Because of the recurring nature of our use of this firm's services, Agency Counsel has recommended we formalize our relationship with Manpower via a contractual agreement. That agreement, in our standard "short form" is presented for Board approval, and is intended for use with our second MCR program.

**Regular Calendar**

5. Joint Powers Agency Discussion: at the last Board meeting we were asked to provide a comprehensive discussion of all Agency activities, to list and discuss the numerous issues associated with them, and examine options for these issues. The driving force for this discussion was the ongoing county effort to craft a master operating agreement for their landfill with a contractor (Republic Services), particularly because as this process has evolved it has been suggested that the County may wish to make two of the Agency's programs part of the agreement, thereby effectively removing them from the Agency's purview. These are the compost program, and the HHW program. Part of many Board members' concern has been that the County's discussions have taken place with little direct interaction with the Agency Board. A key point has been that these programs are set forth in the Agency Joint Powers Agreement, and are thus not easily or lightly subject to alteration. Removal of either or both programs from the Agency's responsibility would

require unanimity among our members via amending the original Joint Powers Agreement.

6. Carryout Bags Revised Ordinance: even though this project is proceeding with our consultant's work on the program's EIR, we wished to formally present an updated version of the draft ordinance as discussed at the September Board meeting.
7. Carryout Bags Public Distribution Plan: one of the more frequent comments we received, both at our stakeholder forums and when visiting our member jurisdictions' governing bodies, was that we should find some way to provide reusable bags to people with the need that might otherwise find buying bags difficult. Given that our EIR consultant's fee ended up quite a bit under the project budget, we believe utilizing some of the remaining money might be an appropriate source for such a program. We also see great benefit to other programs, such as our 2<sup>nd</sup> MCR outreach with multi-family units and our presence at fairs and similar events, from having reusable bags available to distribute that further the message about replacing single-use bags. Our proposal is in two tiers: first to use some of our bags project money to buy an initial allotment of bags, then based on how effective we are with those bags to acquire more. We also plan to explore partnerships with companies engaged in solid waste work locally for sponsorship funds to leverage our purchases.
9. Attachments/Correspondence: There is only a single item this month presented under "Reports by Staff and Others" in addition to this "Director's Agenda Notes" report:
  - 12.2 Outreach Events Calendar: This is our regular, updated listing of Outreach Events listing events planned for November and December 2012 plus January 2013.

**November 2012 Outreach Events**

<b><u>Day</u></b>	<b><u>Time</u></b>	<b><u>Event</u></b>
6	4 - 8 PM	Community Toxics Collection, Windsor
7	1 – 3 PM	Central Disposal Site Tour, Santa Rosa Junior College
9	9:30 – 11 AM	Central Disposal Site Tour, Salmon Creek School
13	4 - 8 PM	Community Toxics Collection, Santa Rosa SE
17, 18	8 AM – 4 PM	Electronics Waste Collection Event, Sonoma Whole Foods Market, now includes Styrofoam
20, 21	8 AM – 4 PM	Electronics Waste Collection Event, Windsor Wal-Mart, now includes Styrofoam
27	4 - 8 PM	Community Toxics Collection, Forestville

**December 2012 Outreach Events**

<b><u>Day</u></b>	<b><u>Time</u></b>	<b><u>Event</u></b>
4	4 - 8 PM	Community Toxics Collection, Santa Rosa NW
6	12 – 1:30 PM	Cloverdale Rotary presentation Citrus Fairgrounds Sonoma Compost
11	4 - 8 PM	Community Toxics Collection, Santa Rosa NE
12	5-7 PM	Las Posadas event by Radio Lazer and local business (site will be announced in December)
16	5-7 PM	Las Posadas event by Radio Lazer and local business (site will be announced in December)
18	4 - 8 PM	Community Toxics Collection, Sebastopol
21	5-7 PM	Las Posadas event by Radio Lazer and local business (site will be announced in December)

**January 2013 Outreach Events**

<b><u>Day</u></b>	<b><u>Time</u></b>	<b><u>Event</u></b>
6	5-7 PM	Dia de Reyes Celebration/Three Kings Celebration (Santa Rosa, Roseland Elementary School)
8	4 - 8 PM	Community Toxics Collection, Cotati
12	8 AM – 4 PM	Electronics Waste Collection Event, Wells Fargo Center for the Arts
15	4 - 8 PM	Community Toxics Collection, Oakmont
22	4 - 8 PM	Community Toxics Collection, Petaluma
24	11 AM	Rohnert Park Garden Club Compost Presentation
26	8 AM – 4 PM	Electronics Waste Collection Event, Oakmont Central Facility Parking Lot
29	4 - 8 PM	Community Toxics Collection, Santa Rosa, SE