

**SONOMA COUNTY WASTE MANAGEMENT AGENCY**

January 16, 2013

SPECIAL MEETING  
CLOSED SESSION PRIOR TO REGULAR MEETING 8:30 a.m.

Regular Meeting at 9:00 a.m. (or immediately following closed session)

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 Special Meeting  |               |
| 2. Open Closed Session  |               |
| CONFERENCE WITH REAL PROPERTY NEGOTIATORS<br>Pursuant to Government Code Section 54956.8<br>Property: 500 Mecham Road Petaluma, CA 94952<br>Agency Negotiator: Executive Director, Agency Counsel<br>Negotiating Parties: County of Sonoma, Deputy Director of Transportation and<br>Public Works, County Counsel<br>Under negotiation: Both Price and Terms of Payment |               |
| 3. Adjourn Closed Session & Introductions   |               |
| 4. Agenda Approval  |               |
| 5. Public Comments (items not on the agenda)  |               |
| 6. Election of 2013 Officers (Pg. 4)  |               |

**Consent** (w/attachments)

Discussion/Action

- 7.1 Minutes of December 5, 2012 Adjourned Regular Meeting (Pg. 5)
- 7.2 City/County Payment Program Authorization (Pg. 13)

## **Regular Calendar**

- |        |  |   |
|--------|--|---|
| 8.     | Compost Site License & Contract Report (Pg. 16)<br>[Mikus, Coleson](Attachment)                | Discussion/Action<br><b>Wood/Yard</b>                                 |
| 9.     | New HHW Contract Report (Pg. 34)<br>[Steinman]   | Discussion/Action<br><b>HHW</b>                                       |
| 10.    | Carryout Bags Revised Ordinance (Pg. 36)<br>[Carter](Attachment)                               | Discussion/Action<br><b>Contingency</b>                               |
| 11.    | Carryout Bags Public Distribution Plan (Pg. 42)<br>[Chilcott](Attachments)                     | Discussion/Action<br><b>Contingency</b>                               |
| 12.    | Sonoma County/City Solid Waste Advisory (SWAG)<br>[Barbose]                                    | Discussion/Action<br><b>Planning</b>                                  |
| 13.    | <u>Attachments/Correspondence:</u>   |   |
| 13.1   | Director's Agenda Notes (Pg. 51)   |   |
| 13.2   | Reports by Staff and Others:   |   |
| 13.2.a | January and February 2013 Outreach Events (Pg. 54)   |   |
| 13.2.b | Eco Desk (English and Spanish) 2012 Annual Reports (Pg. 55)                                    |   |
| 13.2.c | Website <a href="http://www.recyclenow.org">www.recyclenow.org</a> 2012 Annual Report (Pg. 62) |   |
| 13.2.d | Education 2012 Outreach Summary (Pg. 68)   |   |
| 13.2.e | Fluorescent lamp take-back PG&E grant program report (Pg. 81)                                  |   |
| 13.2.f | Agenda Plan Worksheet (Pg. 91)   |   |
| 13.2.g | Paint Care Report (Pg. 92)   |   |
| 13.3   | Letter to Lisa Steinman (Pg. 94)   |   |
| 14.    | <u>On file w/Clerk: <i>for copy call 565-3579</i></u><br>Resolutions approved in December 2012 |   |
| 15.    | Boardmember Comments   |   |
| 16.    | Staff Comments   |   |
| 17.    | Next SCWMA meeting:  | Special meeting January 22, 2013<br>Regular meeting February 20, 2013 |
| 18.    | Adjourn  |   |

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

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

**Public Comments:** Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person should give his/her name and address and limit comments to 3

minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item and before Boardmembers propose a motion to vote on any item.

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

**Noticing:** This notice is posted 72 hours prior to the meeting at The Board of Supervisors, 575 Administration Drive, Santa Rosa, and at the meeting site the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa. It is also available on the internet at [www.recyclenow.org](http://www.recyclenow.org)

RESOLUTION NO. 2013 - 001

Dated: January 16, 2013

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY  
("AGENCY") ELECTING A CHAIR, A VICE CHAIR  
AND A CHAIR PRO TEMPORE

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WHEREAS, Resolution No. 92-002 requires Agency to elect a Chair, a Vice Chair, and a Chair Pro Tempore at the first meeting in each calendar year.

NOW, THEREFORE BE IT RESOLVED that having first been duly elected by this Agency \_\_\_, representative from \_\_\_, and \_\_\_, representative from \_\_\_, and \_\_\_, representative from \_\_\_, shall serve as Chair, Vice Chair and Chair Pro Tempore, at the will and pleasure of this Agency for a period of one year commencing with the date of this resolution.

MEMBERS:

___ Cloverdale	___ Cotati	___ County	___ Healdsburg	___ Petaluma
___ Rohnert Park	___ Santa Rosa	___ Sebastopol	___ Sonoma	___ Windsor

AYES - -      NOES - -      ABSENT - -      ABSTAIN - -

SO ORDERED.

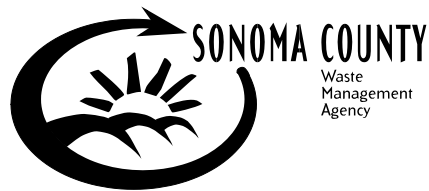
The within instrument is a correct copy  
of the original on file with this office.

ATTEST:

DATE:

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Patrick Carter  
Acting Clerk of the Sonoma County Waste Management  
Agency of the State of California in and for the County of Sonoma



Agenda Item #7.1

Minutes of December 5, 2012 Adjourned Regular Meeting

The Sonoma County Waste Management Agency met on December 5, 2012, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California

**Present:**

City of Cloverdale	Nina Regor, Chair
City of Cotati	Susan Harvey
City of Healdsburg	Mike Kirn
City of Petaluma	Dan St. John
City of Rohnert Park	John McArthur
City of Santa Rosa	Jennifer Phillips
City of Sebastopol	Sue Kelly
City of Sonoma	Steve Barbose
County of Sonoma	Susan Klassen
Town of Windsor	Debora Fudge

**Staff Present:**

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

**1. Call to Order/Introductions**

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

**2. Agenda Approval**

**Susan Harvey, City of Cotati, moved to approve the agenda. Susan Klassen, County of Sonoma, seconded. City of Sonoma absent. Agenda approved.**

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

None.

**Consent**

**4.1 Minutes of October 24, 2012 Adjourned Regular Meeting**

**4.2 Manpower Agreement for Mandatory Commercial Recycling – Cycle 2**

**Sue Kelly, City of Sebastopol, moved to approve the consent calendar. Jennifer Phillips, City of Santa Rosa, seconded. City of Sonoma absent. Consent calendar approved.**

*Steve Barbose, City of Sonoma arrived at 9:06 a.m.*

## **Regular Calendar**

### **5. Joint Powers Agency Discussion**

Henry Mikus, Executive Director, gave a PowerPoint presentation on the activities that the Agency does with Compost, Household Hazardous Waste (HHW), Planning and Reporting, Education and Outreach, and Finances. The benefits of extending the Agency term were discussed.

#### **Board Discussion**

Dan St. John, City of Petaluma, inquired about the amount in the compost reserve and how would the funds be distributed if the Agency were to disband. Mr. Mikus responded there is approximately five million dollars in the Organics Reserve and there has been no discussion about disbursement of the funds.

Jennifer Phillips, City of Santa Rosa, asked about the disposal HHW and E-Waste materials collected by the Agency. Ms. Steinman answered the Agency includes down the line disposal options in every Request for Proposal and resulting contract with all of the contractors used for these two programs. Particular attention is paid to meeting all local, state and federal requirements. All contractors are monitored for compliance with disposal conditions throughout the term of the individual contracts.

Ms. Phillips asked if performance measures have been established for education and outreach. Mr. Mikus responded that the Agency tracks the types of inquiries that come in to the Eco-Desk and website. A document in the Board packet details the Agency education efforts and what the franchise haulers are required to do per their agreements with the cities and county. The Agency reaches out to thousands of residents where as the haulers claim tens and twenties residential and business contacts.

Ms. Phillips asked why the Agency thought it would be difficult to maintain the cost structure of if compost were to be privatized. Mr. Mikus replied a fee is assessed at the gate, which is used to pay the contractor and fund the program. If the dynamics are changed so Republic would compost, using a private company, then cost would go up to include a fee to Republic for their participation.

Ms. Phillips asked for clarification on the statement in the staff report about the Master Operations Agreement (MOA) contractors need to control all activities at the landfill if they would be held accountable for improved waste diversion rates. Mr. Mikus answered it was his understanding the waste diversion rates were going to be the performance measure for the contractor and therefore would need control over every part of the operation.

Ms. Phillips asked why the Agency has quality concerns about compost if the same contractor will be used. Mr. Mikus answered when pressure is put on somebody to increase and divert material concerns arise. He stated that SCC currently is very careful about what they can accept to make an Organic product, but that there is a segment of material that can be composted, but is not necessarily Organic. Agency staff is concerned that the pressure to increase diversion could result in taking substandard nonorganic materials and thereby could dilute the product. Ms. Phillips asked what the concerns were for 10% that goes to the member agencies for free. Mr. Mikus said the free compost could be negotiated, but it carries an expense that might not want to be taken on.

Steve Barbose, City of Sonoma, asked how continued operation of compost and the HHW by this Agency would fit with a MOA. Mr. Mikus replied that currently the Agency has three-party agreements with the County, but there are discussions about changing those to leases (two-2 party agreements). That mechanism would allow the Agency to have a similar arrangement

with a contractor. Mr. Barbose stated the two party agreement for the site would be with the Master Operator and the Agency. Mr. Mikus confirmed yes.

Mr. Barbose reported in discussions at the Solid Waste Advisory Group (SWAG) there has been recognition for the need of oversight in assessing whether the diversion goals are being met. He asked if the Agency could play a role in that. Mr. Mikus responded it could, but he has concerns.

Susan Harvey, City of Cotati, said it was stated the Agency could insist on using the same contractor for HHW, but if this operation gets included in with the rest of the MOA there is no option for the Agency to decide on contractors. Mr. Mikus replied the Agency would have no ability to decide, but he didn't know if cities would because the MOA has not been made public.

Dan St. John, City of Petaluma, felt it would be helpful to know the revenue that is generated from each jurisdiction.

### **Public Comment**

Pam Davis, Sonoma Compost Company (SCC), commented that the proposed compost site incorporates a facility that will allow two streams, one organic and one not. SCC recognizes in order to meet the diversion goals of the SWAG and the County, SCC is going to have to accept materials that are not currently accepted.

Ken Wells, Guiding Sustainability, said there are some major advantages to a public agency that are not available to a private contractor. The most important is public process with transparency. Private means profit is the priority goal. The Agency can establish an ordinance for Extended Producer Responsibility (EPR), making the producers responsible for their hazardous waste. As a Joint Powers Agency, there exists the authority to establish flow control for waste products in this county. The best and most direct method to determine the effectiveness of the Agency's HHW, composting and education is to do a waste characterization study, which has not been done since 2006.

Rick Downey, Republic Services, said he would like to clear up some misconceptions. Republic wants to see the JPA extended. If the MOA goes into effect, Republic is going to have to start increasing diversion numbers from day one. SCC has an organic product, but the remaining material not being diverted needs to be included in the composting operation. Republic would have to look at a solution to handle the material because ultimately it would be Republic's responsibility.

Another issue is the liability and indemnification of the cities under the MOA. In the proposed agreement Republic Services is taking over the indemnification of the current landfill site as well as all the ground underneath the landfill. Any operations not controlled by Republic would need to be carved out for that. SCC and the Agency need to be aware that they would assume that above ground liability. He acknowledged it is not much different than it is right now. Republic Services in joint effort with the County has been working on repermitting the landfill. There's going to be a draft Waste Discharge Requirement (WDR) released shortly which will show a basic draft of the permit. One requirement included in the WDR is to have the compost facility under zero discharge; the new facility and the old one. Republic would like to see the JPA extension approved and SCC continue on as they are.

Mr. Barbose asked if SCC was working at a zero discharge now. Mr. Downey replied no. Mr. Barbose asked what would have to change. Mr. Downey answered that the zero discharge means that any storm water would have to be contained whether that means pumping it off site or going into the leachate pipeline. Currently it goes into a pond which will no longer be

acceptable. In the new WDRs the deadline for a plan is May of 2013 with implementation by October 2013. Because there are so many conditions, Republic was able to get the Water Board to pull that implementation date out for now.

Mr. St. John commented that it sounded like he would be an advocate for the JPA extension. Mr. Downey replied absolutely. Mr. St. John asked him what he thought would be the benefits of extending the JPA. Mr. Downey said he thinks there are a couple of issues involved. I believe the JPA has been performing a great service to the citizens of this county. The JPA is a way to get all the cities together to do something. The problem is the unanimous vote, which makes it hard to govern.

Mr. St. John asked if compost and HHW were at another site this would not be an issue. Mr. Downey said there would absolutely be no issue but that being said they would still be responsible for diversion rates. Mr. St. John said he's having trouble making sense out of why this has to all be wrapped up in an agreement with Republic. Right now there are separate contracts with Ratto and other C&D haulers. Mr. St. John asked that with all of the current decentralization, why does this aspect have to be centralized? Mr. Downey said it doesn't have to be centralized. He could work with the Agency to make this diversion rate happen.

Mr. Barbose added there is a misconception that HHW has to move off the site and that is not the case. Ms. Harvey said this MOA has been characterized as sort of an all or nothing deal for Republic. Mr. Downey said that is incorrect. He doesn't believe there is a need for Republic to take on everything at the landfill.

#### **Board Comment**

Mr. Mikus said he found out about the zero discharge just a week ago. There have been conversations with SCC and their engineers about how to achieve that. One possibility is having the waters discharge into the pipeline system that goes from the landfill to the Laguna Plant.

Susan Klassen, County of Sonoma, said the arrangement that the County is negotiating with Republic is not a lease. It's a Master Operations Agreement. Therefore, they will be getting control of the entire County owned property. The County will be maintaining ownership of the property. Any future leases for HHW or compost would be with the County, not Republic.

In terms of the programs she has no issue with planning and reporting and no issue with education and outreach. The contractual issue that was brought up was about how the HHW and composting vendors deal with materials. Contractually the County would not care to control who the vendor is; disposal of material can be contractually controlled.

Ms. Klassen stated that the County is not discussing moving the HHW facility. The Agency isn't involved in collection or hauling of organic materials. The County's thought process was if these programs are rolled together there could be expansion because there is an incentive on the collector to separate the materials appropriately. It requires the hauler to completely change how they collect. There would be a wet route and a dry route. The wet route would go to the food waste composting program and the dry route would feed the new Material Recovery Facility (MRF) which is going to be built as a part of this project. So having the collector along with the processors and diversion folks all combined and working towards the same incentive will maximize that diversion and recycling. The County looked at the Agency not having control over collection and hauling as a problem.

The issue with the Central property is that all the storm water is ultimately mixed together and the operator is required to comply with the water requirements. The contractor can't be held responsible for the storm water compliance when there's a big aspect that they can't control.



The only way to achieve zero discharge at the existing location or the new location is for use of the leachate pipeline. That pipeline will be the responsibility of the contractor. The draft MOA will have language in it where all the cities can now look at the language and the liability carve outs.

The Cities and the County will have 12 to 18 months to go through the process of what the future of this Agency looks like. At any point, the JPA will be able to negotiate with Republic on the Compost and HHW programs. It is flexible at this point and is not included in the MOA.

The County is looking at the commercial food waste as a County-wide program that could start immediately with the MOA. Republic is looking at diverting some of the material to the worm farm and some to their existing food waste composting facility in Richmond initially, as soon as the wet/dry routes get implemented for collection. The MOA and the waste delivery agreements allow for all the jurisdictions to direct that flow.

Chair Regor said it seemed to her that the focus of the discussion today should be on the time frame of the extension of the JPA and whether that discussion happens now or after the MOA is resolved.

Mr. St. John complemented Mr. Mikus and staff on the excellent job they did on writing this agenda item. He believes that the decision to extend the JPA is independent of what happens to compost and HHW. In fact there may be some benefit in the future clarification of some of these operational issues in the MOA if the JPA were extended now and everybody knew what the status of the Agency was going to be come 2017 and beyond. He is convinced the Agency is needed.

Ms. Phillips asked who's financially responsible for the new discharge requirements that are going to be placed on the existing compost facility. Mr. Mikus responded that that needs to be figured out but that the Agency is the permit holder.

Mr. Barbose said he completely agrees with Mr. St. John's views. There have been a number of times in the SWAG meetings where the uncertainty as to whether or not the JPA would be extended was cited as a reason for taking a particular approach. He believes the Board of Directors should go on record saying that all of the jurisdictions want to extend the life of this Agency knowing that there will be different voting rights, knowing that the settlement agreements that will be coming to the cities will deal with some of the issues that will affect this Agency. He's in favor of moving forward.

Ms. Phillips said she is supportive of the Agency, its staff, and the work that it does, but she does not have enough information to move forward with her council about the options they could have. She's not prepared to move forward with this item.

Ms. Kelly commented that she supports what Mr. St. John said. As a small city, Sebastopol would not want to and would not be able to do what the Agency does.

Ms. Fudge said there have always been problems, but the Board needs to start making some decisions. She's in favor of moving forward. She is willing to bring this forward to her council in terms of a recommendation to extend the JPA.

Ms. Klassen said the idea of trying to get the information they need and all the jurisdictions on the same page about the extension of the Agency is a great thing. Given that all the jurisdictions have not looked at the liability issues associated with the actual language in the contract and how that would be settled amongst all the cities she believes this compost issue is a thorny one. She's concerned that they're setting themselves up to extend a JPA with all

the same programs, but some parts should be reconsidered. She had concerns about the Agency having to possibly go out to the cities and county twice to present.

Ms. Harvey commented that coming from a small city she agrees with Ms. Kelly that they could not do all the wonderful things that the Agency does nor do they have the capacity to. She acknowledged it may be difficult but this needs to move forward.

Mr. Kirn, City of Healdsburg, said he thinks the Agency does a great job but he's concerned with the liability issues and uncertainties that will present going forward. If the Agency is requesting to step in an indemnification role then Healdsburg's Council has to weigh in. He's not ready to say yes the Agency should move forward because of that. If there are opportunities for those indemnifications to be relieved and placed on somebody else then that's a huge consideration. For those reasons he's not ready to say yes, but the draft JPA agreement should move forward.

Mr. St. John asked the Boardmembers that were not ready to move forward with the existing draft if they thought it would be better to go twice or not go at all.

Mr. Barbose said commented that the existing agreement that runs through 2017 requires unanimous voting to change any of the terms. It provides that this Agency will provide the composting function until 2017. Actually moving forward with the agreement will give everybody a lot more flexibility on this issue because as it stands right now this MOA could move forward and it finally comes back to this Agency because we need to modify the JPA agreement to remove compost and one jurisdiction can shut that down. He suggested that no one wants to see that situation so the issue must move forward. There may be more than one visit to each city.

Janet Colseon, Agency Counsel, pointed out that the existing agreement leaves a lot to be desired. One of things she was looking forward to was having the ability to provide more certainty in answers to questions. An example is if someone asks her, "Are the individual members liable for what the Agency does?" It would be a qualified no. Section seven, page 47, of the new draft clarifies that issue. There are a number of other issues in the draft that now provided certainty and clarity. Working with this draft of the agreement would be so much easier and provide much more certainty and benefit.

Chair Regor, asked Ms. Phillips to characterize the additional information she needs in order to bring the agreement forward to her council. Ms. Phillips said her expectation was to have all the information necessary to go before her council to be able to respond to their questions and bring this item forward.

Mr. Mikus stated he can provide the information she needs. Looking back on how the bag ordinance was managed, staff did start with a rather broad palette of choices and open information. Staff navigated the process, sometimes going several times to some of the councils to obtain input.

Ms. Regor asked Mr. Mikus if the Board had approved a draft ordinance for the plastic bag ban or did they just say yes this is a good draft to move forward with. Mr. Mikus responded that the Board said this is a good draft to move forward with because it had choices. He added that the Agency presented the first time to get everybody thinking about it, received input, held stakeholder meetings, developed an ordinance on the feedback and then went back to the councils with a draft.

Mr. McArthur said he supports the idea of extending the JPA, but is not prepared to go forward with this as it is, as a final document. Compost is a core function of this Agency and it appears this function is being discussed through other parties that the Agency has little control over.

Ms. Klassen noted that the draft did have voting options clearly spelled out so when this draft is taken to the various jurisdictions those options are listed. She would prefer to have options related to compost or HHW included into this draft. For that reason she is not prepared to take this draft to the Board of Supervisors.

Ms. Coleson explained that this JPA agreement doesn't need to include all these other options; it has to be a document that the Agency can use to move forward. One of the options for voting will stay in the draft, but an option for compost will not necessarily stay in the draft agreement so it is not necessary. Mr. Barbose asked if the draft agreement is adopted and after that at some point in time the Board decided that compost is not going to be something that the Agency continues to do then the Board could vote upon having that the policy of this Board. Ms. Coleson answered that currently the JPA can only be changed by a vote of all the members.

Ms. Harvey added that part of the reason to take this out to the different councils is to get feedback on it. This is not the final draft. Without feedback the item cannot move forward.

**Steve Barbose, City of Sonoma, moved the draft agreement as written be presented for discussion and input among the various city councils. Susan Harvey, City of Cotati, seconded. Motion carried.**

**6. Carryout Bags Revised Ordinance**

Item continued to the January 2013 Agency meeting.

**7. Carryout Bags Public Distribution Plan**

Item continued to the January 2013 Agency meeting.

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

Item continued to the January 2013 Agency meeting.

**9. Attachments/Correspondence**

Chair Regor called attention to the Director's Agenda Notes, Reports by Staff and Others; November and December 2012 plus January 2013 Outreach Events.

**10. On File with the Clerk**

Chair Regor noted resolutions approved in October 2012, on file with the clerk.

**11. Boardmember Comments**

None.

**12. Staff Comments**

None.

**13. Next SCWMA Meeting, January 16, 2013.**

**14. Adjournment**

Meeting adjourned at 11:39 a.m.

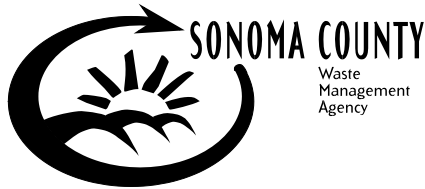
Respectfully submitted,

December 5, 2012 SCWMA Adjourned Regular Meeting Minutes

Debra Dowdell

**Copies of the following were distributed at this meeting:**

PowerPoint of JPA presentation



**Agenda Item #: 7.2**  
**Cost Center: Education**  
**Staff Contact: Carter**  
**Agenda Date: 1/16/2013**

## **ITEM: City/County Payment Program Authorization**

### **I. BACKGROUND**

In January 2000, the California Department of Conservation (DOC) appropriated \$10.5 million annually to be paid to cities and counties to support the recycling of cans and bottles. The program is called the City/County Payment Program (CCPP). Administration of the CCPP was transferred from the DOC to the California Department of Resources Recycling and Recovery (CalRecycle) when that department replaced the functions of the California Integrated Waste Management Board. The Sonoma County Waste Management Agency has administered this program for all Sonoma County jurisdictions since 2000; submitting payment requests, collecting the funds, creating agreements for beverage container collection service, purchasing new collection containers and enclosures, and administering an educational campaign around the State's Mandatory Commercial Recycling program.

### **II. DISCUSSION**

Staff received a notice of funding availability from CalRecycle regarding the CCPP on November 30, 2012. In the past, the Agency has submitted the Funding Request Forms in behalf of the Cities and the unincorporated County, the requests were approved, the checks were mailed directly to the member jurisdictions, and the Agency subsequently invoiced the cities for the funding amount.

In FY 2011-2012, Agency staff initiated a Mandatory Commercial Recycling education project to educate businesses, multifamily establishments, and government agencies about the State's recycling requirement. While there was need to carry out a large initial campaign to make affected establishments aware of the requirement, Agency staff believes ongoing education should be a priority to maintain or improve recycling efforts. Staff believes the pooled use of the grant funds from the CCPP is an appropriate way to fill the identified education gap.

### **III. FUNDING IMPACT**

Grant funding amounts are as listed below:

Jurisdiction	Total Funding Amount
Unincorporated County	\$ 38,636
Cloverdale	\$ 5,000
Cotati	\$ 5,000
Healdsburg	\$ 5,000
Petaluma	\$ 15,390
Rohnert Park	\$ 10,916
Santa Rosa	\$ 43,980
Sebastopol	\$ 5,000
Sonoma	\$ 5,000
Windsor	\$ 7,341
<b>Total</b>	<b>\$ 141,263</b>

The aggregate funding amount is \$141,263.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the attached resolution authorizing Agency staff to submit Funding Request Forms on behalf of all Sonoma County jurisdictions and to collect payment for the City/County Payment Program.

V. ATTACHMENTS

Resolution

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

DATED: January 16, 2013

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY  
AUTHORIZING AGENCY STAFF TO SUBMIT FUNDING REQUEST FORMS AND COLLECT PAYMENT  
FOR THE CITY/COUNTY PAYMENT PROGRAM

WHEREAS, the California State beverage container recycling legislation was amended by Senate Bill 332 to increase the number and types of containers with California Redemption Value and appropriated funds for distribution to jurisdictions for the express purpose of increasing the diversion of California Redemption Value containers; and

WHEREAS, educating Sonoma County businesses, multifamily establishments, and government agencies regarding diverting recyclables, including beverage containers, from the County disposal sites is one of the goals towards meeting the California Integrated Waste Management Act of 1989 (AB 939) diversion requirement of 50 percent by 2000; and

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

NOW THEREFORE, BE IT RESOLVED the Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, and Sonoma, the Town of Windsor, and the County of Sonoma authorize the Sonoma County Waste Management Agency to submit funding request forms for the California State Department of Resources Recycling and Recovery 2012-13 City/County Payment Program on their behalf and allow funds to be collected by the Sonoma County Waste Management Agency, once funds are received by their fiscal agents, for the purpose of continuing the implementation of the beverage container recycling and mandatory commercial recycling education programs throughout the jurisdictions of Sonoma County.

MEMBERS:

--	--	--	--	--
_____ Cloverdale	_____ Cotati	_____ County	_____ Healdsburg	_____ Petaluma
--	--	--	--	--
_____ Rohnert Park	_____ Santa Rosa	_____ Sebastopol	_____ Sonoma	_____ Windsor

AYES: - - NOES: - - ABSENT: - - ABSTAIN: - -

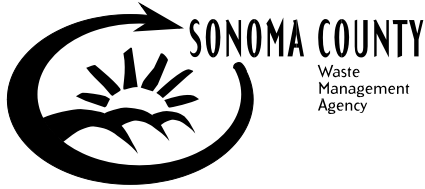
SO ORDERED.

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

ATTEST:

DATE:

\_\_\_\_\_  
Patrick Carter  
Acting Clerk of the Sonoma County Waste Management  
Agency of the State of California in and for the  
County of Sonoma



**Agenda Item #: 8**  
**Cost Center: Wood/Yard**  
**Staff Contact: Mikus/Coleson**  
**Agenda Date: 1/16/13**

## **Item: Compost Site License & Contract Report**

### **I. BACKGROUND**

SCWMA manages a regional composting operation that diverts significant organic material from landfill burial; this is done via an agreement with a contract operator, currently Sonoma Compost Company (SCC). A new contract was proposed at the Board's June 2012 meeting, but due to a failed positive vote, instead the existing contract was extended four (4) months. At the Board's October meeting the contract was extended an additional four (4) months. This second four-month extension requires SCC to cease accepting raw material by March 15, 2013.

These two extensions were taken as interim measures, resulting from a failed unanimous vote for a proposed completely new operations contract with Sonoma Compost Company, in order to allow the County of Sonoma to resolve its concerns with the new contract. At that time the County had two issues: the accompanying lease/license for use of the compost site (which it owns); and with the proposed term length, which was to be through February of 2017.

An initial three-way Agreement between the County of Sonoma (County), the SCWMA, and the Sonoma Compost Company (Contractor) for Organic Material Processing, Composting and Marketing Services (Agreement) was entered into on September 28, 1999. This Agreement fulfills part of the SCWMA's obligation to provide a regional composting program to convert yard debris and wood waste into organic marketable products at the composting facility currently located at the Central Disposal Site. The agreement has been amended numerous times, with the most recent (Amendments 9 and 10) as the two four-month extensions.

The lease/license for use of the compost site mentioned above was part of a planned change to the three-way Agreement. Instead, there would be the site lease/license between the Agency and the County, and a separate operating contract between SCC and the Agency. The initial draft license agreement was prepared by Agency staff utilizing a model recommended by the County, and was submitted to the County June 8, 2012.

### **II. DISCUSSION**

Mindful of the dates contained in the most recent four-month compost contract extension, particularly the approaching March 15, 2013 deadline for SCC to cease accepting raw material, at a December 7, 2012 meeting with County staff (Deputy Director of Transportation and Public Works and Deputy County Counsel), the Agency Executive Director and Agency Counsel asked about the County's progress with the issues regarding the site license and the new compost contract. The County indicated that *"County staff is ready to move forward with a license/lease between SCWMA and the County regarding the compost site at Central. The County Board of Supervisors previously authorized its SCWMA Board member cast an approving vote on a new contract for the compost contractor with a term coincident with February 2017 subject to a lease being approved by the Board."* The plan was for County Counsel to return the draft license/lease, with any County changes or comments, to Agency Counsel the week of Dec. 21 but no later than Dec. 28. This occurred December 24, 2012.

However, the document was basically a redone license agreement, with some language still to be added, plus language related to the County landfill "Master Operations Agreement" included. Agency



staff reviewed the new version of the site license and returned a "redline" version with comments, edits, and questions on January 4, 2013.

Part of the planned timeline was for the site lease to be presented to the Agency Board at this, the January meeting, in order for the new compost contract to be approved at the February Agency Board meeting in order to avoid the March 15, 2013 materials intake deadline. This timing is at risk, since as of this writing no further discourse with the County has occurred.

If the site license language can be settled, satisfactory to both the Agency and the County, and if it is the Agency Board's desire, staff hopes to be able to present the latest form of the license to the Board for discussion and action at the January meeting. Staff clearly recognizes that presenting such an important document for deliberation with a very short time frame for review is problematic.

### III. FUNDING IMPACT

None at this time

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Discuss and approve the new draft license if agreeable language to both the Agency and County is settled on prior to the Board meeting.

### V. ATTACHMENTS

Original proposed license agreement, June 2012 (provided as a point of reference)

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

## **LICENSE AGREEMENT FOR USE OF COUNTY PROPERTY**

This License Agreement For Use of County Property (“Agreement”), made and entered into as of \_\_\_\_\_, 2012 (“Effective Date”), by and between the County of Sonoma, a political subdivision of the State of California (“County”), and the Sonoma County Waste Management Agency (“Agency”), a California joint powers agency. For purposes of this Agreement, the County and Agency shall be jointly referred to as “Parties” and singularly as “Party.”

### **R E C I T A L S**

WHEREAS, County owns 389.05 acres of real property commonly known as 500 Mecham Road and legally known as Sonoma County Assessor’s Parcel No. 024-080-019 in the unincorporated area of the County of Sonoma (“Property”);

WHEREAS, the Agency wishes to enter into a license agreement to use 27 acres of the Property to operate a compost facility;

WHEREAS, County is willing to allow such use subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

### **LICENSE AGREEMENT**

1. License. The County hereby grants Agency a license, subject to all the terms and conditions set forth herein, to use that portion of the Property, as is described in Section 2 below.
2. Premises. Agency is hereby permitted to use the portion of the Property as is shown and/or described in Exhibit A attached hereto and made a part hereof (the “Premises”). The Premises consists of 27 acres of land improved with XX acres of cement treated base, together with a nonexclusive right to use the existing landfill road access on the Property.
3. Disclosures. In addition to the terms and conditions set forth herein, Agency acknowledges and agrees to accept all of the following conditions:
  - (a) The Property and Premises are adjacent to a County-owned landfill;
  - (b) The Premises contains a grove of Eucalyptus trees. Eucalyptus trees are highly flammable and tend to blow or fall over during significant wind or rain conditions;
  - (c) County licenses the Agency’s use of the Premises in an “as is” condition and state of repair; and

- (d) Agency shall share the access road with other Property users and County staff.

4. Term.

- 4.1 Term. The term of this Agreement (“Term”) shall commence on \_\_\_\_\_, 2012, and expire at midnight on \_\_\_\_\_, 2017, unless earlier terminated in accordance with Sections 25 or 26 below.
- 4.2 Agency’s Duty to Surrender. At the expiration or earlier termination of the term, Agency shall surrender the possession of the Premises in good condition and repair, excluding normal wear and tear. In the event Agency fails to surrender the Premises upon such termination or expiration, Agency shall indemnify and hold County harmless against all loss, liability, cost or expense resulting from or arising out of Agency’s failure to surrender the Premises, including, without limitation, any amounts required to be paid to any licensee, tenant or prospective occupant or user who was to have occupied the Premises after said termination or expiration and any related attorneys’ fees and brokerage commissions. Notwithstanding the foregoing, no termination of this Agreement shall release Agency from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later.
- 4.3 Holding Over. If Agency shall continue to occupy or possess the Premises after the expiration or earlier termination of this Agreement without the consent of County, then, unless County and Agency have otherwise agreed in writing, Agency shall be a licensee on a month-to-month basis. All the terms, provisions and conditions of this Agreement shall apply to this month-to-month occupancy except those terms, provisions and conditions pertaining to the term, and except that Agency shall pay County a monthly sum of four hundred dollars (\$400). Such month-to-month occupancy may be terminated by County or Agency upon thirty (30) days’ prior notice to the other party. In the event Agency fails to surrender the Premises upon such termination or expiration, the Agency shall indemnify and hold County harmless against all loss, liability, cost or expense resulting from or arising out of Agency’s failure to surrender the Premises, including, without limitation, any amounts required to be paid to any person or entity or prospective person or entity who was to have occupied the Premises after said termination or expiration and any related attorneys’ fees and brokerage commissions. Notwithstanding the foregoing, no termination of this Agreement shall release Agency from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later.

5. Consideration. County is providing the use of the Premises at no cost to Agency per Section 5 of that certain Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues dated \_\_\_\_\_, 19\_\_\_\_, and in consideration of Agency's compliance with the covenants in this Agreement.
6. Maintenance by County. Except as provided in Section 7 below, County at its cost shall maintain, in good condition, the common access road.
7. Maintenance of Premises by Agency. Except as provided in Section 6 above, Agency at its cost shall maintain, in good condition, all portions of the Premises, including, without limitation, the cement-treated base compost pad and the Agency's personal property.
8. Utilities. COUNTY shall provide the following utilities: water, electricity and trash removal.
9. Uses, Purposes.

9.1 Permitted Uses.

- (i) Agency's use of the Premises shall be limited to:
  1. Administrative Offices for full and part-time employees. Agency shall have the right to place trailers or other temporary structures on the Premises with County's prior consent, which consent shall not be unreasonably withheld.
  2. Performing composting operations in accordance with CalRecycle Solid Waste Facility Permit 49-AA-0260 and accompanying Report of Compost Site Information documentation.
  3. Location of contractor records and records required by various regulatory agencies including but not limited to the California Department of Resources Recycling and Recovery and the North Coast Regional Water Quality Control Board.
  4. Retail sales of finished mulches and composts. Hours of operations shall be limited to those listed in the CalRecycle Solid Waste Facility Permit 49-AA-0260 and accompanying Report of Compost Site Information documentation.
- (ii)
  1. Any other uses of the Premises are prohibited without prior County approval.
  2. Agency shall conduct all uses in such a manner that ensures that the permitted uses do not interfere with any other use of the Property and in compliance with the Use Permit attached hereto as

Exhibit C ,and the Rules and Regulations attached hereto as Exhibit B.

- (iii) 1. Agency shall obtain all necessary permit and approvals from all regulatory agencies prior to commencing any permitted use on the Premises.
- 2. Nothing in this Agreement shall be construed as obligating the County, acting in its regulatory capacity, to approve, conditionally approve, or deny any of Agency's current or future permit applications.

9.2 Compliance with Laws & Opportunity to Cure. Agency shall comply with all Laws and Orders concerning the Premises or Agency's use of the Premises. For purposes of this Agreement, the term "Laws and Orders" includes all federal, state, county, city or government agency laws, statutes, ordinances, standards, rules, regulations, requirements, or orders now in force or hereafter enacted, promulgated, or issued. The term also includes government measures regulating or enforcing public access, occupational, health, or safety standards for employers, employees, landlords or tenants. Agency shall have a cure period for any alleged violation. The cure period applicable to violations of any State or Federal Agency laws, ordinances, and regulations shall be governed by the enforcing State or Federal Agency except that there shall be no cure period for any violation of a life safety regulation.

9.3 Cancellation of Insurance. Agency shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises. If the rate of any insurance carried by County is increased as a result of Agency's use, Agency shall pay to County within ten (10) days before the date County is obligated to pay a premium on the insurance or within ten (10) days after County delivers to Agency a certified statement from County's insurance carrier stating that the rate increase was caused by an activity of Agency on the Premises as permitted in the Agreement, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

9.4 Reservations to County. County expressly reserves all rights related to the Property and the Premises unless otherwise set forth herein.

9.4.1 County's Right to Grant Easements or Other Interests in the Property and/or Premises. County shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; and telephone and telegraph power lines and such other appliances and appurtenances necessary or

convenient to use in connection therewith, over in, upon, through, across and along the Premises or any part, thereof, as will not unreasonably interfere with Agency's operations hereunder and to enter thereupon for any and all such purposes. County also reserves the right to grant easements, rights-of-way and permits in, over, and upon, along or across any and all portions of said Premises as County may elect. County will cause the surface of the Premises to be restored to its original condition upon the completion of any construction done pursuant to this Section 9.4.1. County agrees that any right set forth in this Section 9.4.1 shall not be exercised unless a prior written notice of ten (10) days is given to Agency. However, if such right must be exercised by reason of emergency, County will give such notice in writing as is possible under the existing circumstances.

9.4.2 Other Rights. All oil, gas, geothermal and mineral rights are expressly reserved from this Agreement, provided that neither County nor County's agents, assignees, agents, or tenants under any oil, gas, geothermal or mineral lease may enter on the Premises, or otherwise substantially interfere with Agency's use, under any asserted right inferred from this Section 9.4.2.

10. Equipment Installation and Operation. Agency shall install any equipment, at its sole cost and expense, subject to the prior written approval of County of its location and connection methods. Agency's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other governmental agencies, Agency shall correct said interference, at its sole cost and expense, to the reasonable satisfaction of County. In the event said interference cannot be corrected, Agency shall promptly remove said equipment.

Agency agrees not to construct, install or maintain, nor to allow upon the Premises any billboards, signs, banners or like displays which may be placed in or upon any building or structure in such manner as to be visible from the outside thereof, without the prior written consent of County, which shall not be unreasonably withheld, and any and all required permits.

11. Improvements.

- 11.1 Ownership of Improvements During Term. The County owns the existing cement treated base on the Premises. Agency shall own all fixtures and improvements it places or constructs on the Premises until the expiration

or termination of this Agreement. Agency shall not, however, remove any improvements from the Premises nor waste, destroy or modify any improvements on the Premises, except as permitted by this Agreement.

11.2 Ownership at Termination. Upon termination or expiration of this Agreement, County shall own all fixtures or improvements to the Premises that are not Agency's personal property.

11.3 Agency's Duty to Remove. At the expiration or sooner termination of this Agreement, Agency shall remove from the Premises all of its personal property. If it fails to do so, County may retain ownership of such personal property or dispose of it as County sees fit.

12. As-Is Condition. Agency hereby acknowledges that neither the County nor anyone acting for or on behalf of the County, has made any representation, warranty or promise to Agency concerning the physical aspects or condition of any portion or part of the Premises or improvements, the feasibility, desirability or convertibility of the Premises into any particular use, the zoning, building or land use restrictions applicable to the Premises, projected income or expenses for any of the Premises, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Agreement has not relied on any representation, statement or warranty of the County, or anyone acting for or on behalf of the County, and that all matters concerning the Premises shall be independently verified by Agency, and that Agency shall use and occupy the Premises on Agency's own examination thereof, AND THAT Agency IS USING THE PREMISES IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Agency does hereby waive and the County does hereby disclaim all warranties of any type or kind of description but not limitation, those of fitness for particular purpose, tenantability, habitability and use. Agency hereby expressly waives any and all claims for damages or for rescission or cancellation of this Agreement because of any representations made by the County or by any agent of the County. Agency acknowledges that it has had sufficient time to conduct all inspections, reviews and studies of the Premises that Agency may deem necessary. Agency hereby expressly assumes the risk that adverse physical conditions and the full extent thereof, may not be revealed by Agency's inspections, reviews and studies of the Premises. It is an expressly bargained-for agreement herein that Agency shall be responsible, at Agency's sole cost and expense, for causing the Premises to comply in all respects with all laws and orders.

13. Taxes. Agency agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.

14. Possessory Interest. Agency expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Agency may be subject to the payment of property taxes levied on such interest.

15. Compliance with Laws. Agency has represented to County and hereby warrants that Agency has complied with all laws applicable to the acceptance and use of the license herein granted. Agency shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.
16. Waste; Nuisance. Agency shall not commit, suffer, or permit the commission by others of: (i) any unreasonable waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
17. County's Right to Inspections. County, acting through a duly authorized representative, shall have the right to enter upon the Premises at any and all reasonable times during normal business hours throughout the term of this Agreement for the purpose of inspecting the same and posting any notices required or permitted under law.
18. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner. Acquisition of any other necessary permits or entitlements for use is the responsibility of Agency.
19. Bankruptcy. In the event of bankruptcy of Agency or writ of attachment of execution against Agency, this Agreement shall, at the option of the County, immediately terminate.
20. Non-liability of County. County, its officers, agents, and employees shall not be liable to Agency for any loss or damage to Agency or Agency's property from any cause. Agency expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Agency hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.
21. Indemnification. Agency agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, 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 County 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 Agency, arising out of or in connection with any of the circumstances described in Sections 22.1, 22.2, 22.3 and 22.4, but excluding liability due to the negligence or willful misconduct



of County. If there is a possible obligation to indemnify, Agency's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Agency, subject to Agency'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 Agency or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

- 21.1 Use of Premises. Use of the Premises in any manner by Agency, its agents, employees, invitees, subtenants, agents and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.
  - 21.2 Breach by Agency. Any breach by Agency of the terms, covenants or conditions herein contained.
  - 21.3 Approval of Agreement. The approval of this Agreement by County.
  - 21.4 Other Activities. Any other activities of Agency, its agents, employees and subtenants.
22. Insurance. With respect to the rights granted hereunder, Agency shall maintain and shall require all of its subcontractors to maintain insurance as described below:
- 22.1 Workers' Compensation. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:
    - a. "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of General Services."
  - 22.2 Commercial General Liability. Commercial general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) 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 County of Sonoma, 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 performed of this Agreement."

- b. “The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.”
  - c. “The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.”
  - d. “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of General Services.”
- 22.3 Automobile Liability. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:
  - a. “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of General Services.”
- 22.4 Documentation. The following documentation shall be submitted to the County of Sonoma:
  - a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.
  - b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days’ of the execution of Agreement.
  - c. Upon County’s written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days’ of County’s request.
- 22.5 Policy Obligations. Agency’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 22.6 Material Breach. If Agency, for any reasons, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement, subject to termination in accordance with Section 26 below.

23. Liability for Loss or Damage to County Property. Agency shall be liable to County for any loss or damage to the Premises arising from or in connection with Agency's performance hereunder or any of its officers, agents, and employees.
24. Nondiscrimination. In the performance of this Agreement, Agency shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
25. Termination for Convenience.
- a. By Agency. Agency may terminate this Agreement for any reason upon ninety (90) days' prior written notice to County.
- b. By County. Except as is set forth herein, County may terminate this Agreement for any reason upon twelve (12) months' prior written notice to Agency.
26. Termination by County for Default. If Agency fails to perform any provision of this Agreement at the time and in the manner herein provided, and does not correct such failure within thirty (30) days of written notice from County, County may at its option terminate this Agreement by written notice to Agency; this right to terminate shall be cumulative to any other legal right or remedy available to County.
27. Agency to Act in Independent Capacity. Agency, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.
28. Agreement Not a Lease. This Agreement does not constitute a lease, but constitutes a license to Agency, whose use is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Agency shall be entitled to use only the access route(s) designated by the County. Agency shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever.
29. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to County: County of Sonoma  
General Services Department,  
Real Estate Division, Attn., Manager  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403

If to Agency:  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403  
Attn: Henry Mikus, Executive Director

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 29.

30. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.
31. Surrender. Upon the expiration or sooner termination of this Agreement, Agency, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Agency neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed and Agency shall reimburse County for all reasonable costs associated with such work within thirty (30) days of receipt of a statement therefor.
32. General Provisions.
  - 32.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
  - 32.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.
  - 32.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California 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.

- 32.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.
- 32.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 32.6 Construction of Agreement; Severability; Venue. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Agency agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Agency and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Agency and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 32.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and Agency only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and Agency.
- 32.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

*[Signatures appear on next page.]*

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

“Agency”: Sonoma County Waste Management Agency  
 (“Agency”), a California joint powers  
 agency

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

“COUNTY”: COUNTY OF SONOMA, a political  
 subdivision of the State of California

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

David C. Kronberg, Director  
 Department of General Services

The General Services Director is authorized to sign  
 this Agreement pursuant to Board of Supervisors’  
 Resolution No. \_\_\_\_\_.

APPROVED AS TO FORM  
 FOR AGENCY:

APPROVED AS TO FORM  
 FOR COUNTY:

\_\_\_\_\_  
 Janet Coleson

\_\_\_\_\_  
 Tina M. Wallis  
 Deputy County Counsel

APPROVED AS TO SUBSTANCE  
 FOR COUNTY:

\_\_\_\_\_  
 Michael K. Wagner  
 Real Estate Manager

CERTIFICATE OF INSURANCE  
 ON FILE WITH DEPARTMENT:

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT LIST**

- A:   Description of Premises**
- B:   Rules and Regulations**

**Exhibit A**

**[Description/Depiction of the Premises]**



## **Exhibit B**

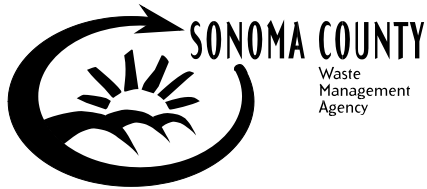
### **RULES AND REGULATIONS**

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Agency.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Agency by a person approved of by County.

Agency shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. Agency shall not, without prior written consent of County, sunscreen any window.

2. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
3. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building or Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.
4. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
5. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
6. County shall have the right, exercisable without notice and without liability to Agency, to change the name and street address of the Premises.
7. Agency shall refrain from encroaching upon neighboring properties.



**Agenda Item #: 9**  
**Cost Center: HHW**  
**Staff Contact: Steinman**  
**Agenda Date: 1/16/2013**

## **ITEM: New HHW Contract Report**

### **I. BACKGROUND**

The County of Sonoma Board of Supervisors and Sonoma County Waste Management Agency (SCWMA) have had an Agreement with Clean Harbors Environmental Services, Inc., (Clean Harbors) to operate the Household Hazardous Waste Facility (HHWF) and accompanying mobile collection programs which was approved June 11, 2002. At the May 19, 2010 SCWMA Board meeting, the Board approved the 8<sup>th</sup> Amendment to the Agreement, which extended the term through January 6, 2013 with three optional one-year extensions, mutually agreed upon between the SCWMA and Clean Harbors.

Via discussions held at SCWMA Board meetings November 16, 2011, January 18, 2012, and March 21, 2012, it was decided to extend the contract with Clean Harbors through June 30, 2013, as a six month extension. This action resulted in the 9<sup>th</sup> Amendment to the Agreement, and staff was directed to develop a Request for Proposals (RFP) and to go out to bid for a new contract to be effective July 1, 2013.

### **II. DISCUSSION**

As directed by the Board, SCWMA staff has developed an RFP document and is planning on going out to bid to have a new contract in place by July 1, 2013. Since there is a long vetting process for this contract, staff anticipates the RFP will need to be released within the next few weeks to allow proposers ample time to respond and to provide staff with sufficient time to review proposals. The Scope of Work for a new contract is expected to remain the same. The SCWMA Board recommended that the term of the new Agreement continue through February 2017, to coincide with the current expiration of the JPA.

Although the current Household Hazardous Waste (HHW) Contract is a three-party Agreement between the County, SCWMA, and Clean Harbors, early in the year Agency staff had conversations with County staff about changing the three-party Agreement arrangement to two separate agreements (a license for use of the property between the County and the Agency, and an operating contract between the Agency and its contractor), similar to what is being worked on for our compost program. Because of the lengthy time that has occurred to work out the compost arrangements, and the imminent start of our HHW RFP process, in early December 2012 the Agency Executive Director and Agency Counsel had further conversations with the County to see if their interest in switching to a license for use of the property and a separate Agency-contractor agreement was still there, and to see if the County felt the time line was workable. County staff replied in the affirmative to both questions. County staff has discussed a possible timeline for putting the license in place, as shown in the attached email.

Staff will work expeditiously with the County to develop a site license agreement. Staff is also planning to move forward, as originally directed, by issuing the RFP and will return to the Board with a selected proposer. The RFP will contain appropriate language to reflect any provisions related to a site license in place for use of the property.

### **III. FUNDING IMPACT**

Currently Clean Harbors is paid approximately \$438,000 dollars a year as an operating fee and disposal fees are currently about \$680,000 annually. The approximate yearly total is \$1,118,000.

The budgeted amount for this Contractor in FY 12/13 is \$1,157,000. This amount is greater than the approximate yearly total because the budgeted amount includes a contingency to cover an increase in the volume of materials handled.

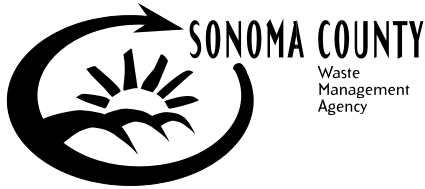
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

There is no recommended action. This item is for information only.

V. ATTACHMENTS

None

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



**Agenda Item #: 10**  
**Cost Center: Contingency**  
**Staff Contact: Mikus/Carter**  
**Agenda Date: 1/16/2013**

## **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, by amending the ordinance.
Warnings should be sent prior to administrative citation fines	Staff supports the issuance of a warning prior to the 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 February 2013 and the public hearing Final EIR would be expected in April 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 \$21,600.37 for consultant work, \$12,846 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: \_\_\_\_\_

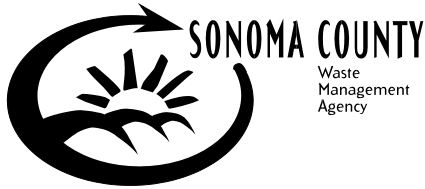
ABSENT: Directors: \_\_\_\_\_

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

\_\_\_\_\_  
CHAIR

ATTEST:

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



**Agenda Item #: 11**  
**Cost Center: Contingency**  
**Staff Contact: Chilcott**  
**Agenda Date: 1/16/2013**

## **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 January 2013 when bags will need to get ordered to arrive by May 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 2014	<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 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). Total Phase 1 cost then would not exceed \$13,750.

### 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, and authorize expenditure of additional project costs for a total not to exceed \$13,750.

### 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

SONOMA COUNTY WASTE AGENCY  Attn- KARINA	to advise
--	-----------

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: January 16, 2013

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

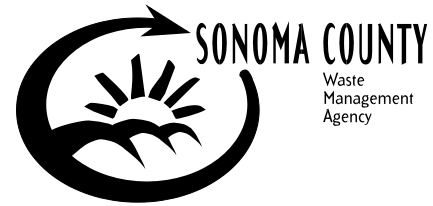
SO ORDERED.

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

ATTEST:

DATE:

\_\_\_\_\_  
Patrick Carter  
Acting 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:** January 16, 2013 Agenda Notes

**Election of 2013 Officers**

Per the discussion held by the Board in January 2010, the sequence for member jurisdictions' representatives holding Board elected positions, to be alphabetical by jurisdiction name, would be as follows:

Chair:	Cotati
Vice Chair:	Healdsburg
Pro-Tem:	Petaluma

**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.

7.1 Minutes of the December 5, 2012 Board meeting: regular approval.

7.2 City/County Payment Authorization: CalRecycle issues an annual grant for beverage container recycling that the Agency manages on behalf of our members. Typically the state pays the members who then forward the money to the Agency. Managing the authorizations to collect the funds is an annual exercise that is routine, thus its inclusion under "consent".

**Regular Calendar**

8. Compost Site License & Contract Report: We have extended the current Sonoma Compost Company (SCC) contract twice, in four-month intervals, as we wait for the County to resolve its issues with the compost site lease/license and the term of the proposed new contract. The latest extension put the date for SCC to stop accepting materials for processing to March 15, 2013, thus requiring our decision for the contract

next step by the February 20, 2013 Board meeting. Agency Counsel Janet Coleson and I met with County staff (Susan Klassen and Sheryl Bratton) on December 7, 2012 to discuss several topics, including the “way ahead” and the County’s progress with compost. They indicated the County was ready to move ahead with the site license and contract. However, we had yet to receive any County comments from their review of the draft license agreement we gave them in June. Recognizing the difficult timeline ahead, collectively we set a schedule which started with the County sending us their license comments the week of December 21. As promised, Ms. Bratton sent us a document with comments, on December 24, but it was basically a redone license agreement with some language still to be added plus language related to the County landfill “Master Operations Agreement” included. Janet and I reviewed the new version of the license and returned our comments and questions to Ms. Bratton January 4, 2013. At the December 7 meeting, we had hoped to have reached agreement on the license in order to be able to present it to the Agency Board at the January meeting, but that is in jeopardy. However, if it is the Board’s pleasure, and there is any significant progress prior to our upcoming meeting, we can present this for discussion and action.

9. New HHW Contract Report: Similar to compost, we have had a three-party agreement between our HHW contractor Clean Harbors, ourselves, and the County for this program; we had previous conversations with County staff to change this arrangement to two double-party agreements. Our toxics collection facility is on County property at the Central Disposal Site, so one of the new agreements would be a County-Agency site license while the second would be an Agency – contractor agreement. The current HHW contract expires June 2013, so we are ready to initiate the RFP process for a new contract. However, given the time line difficulties we had with getting the site license for compost, at the December 7, 2012 meeting with the County (mentioned above under Item 6) we also asked about the County’s thoughts on still doing the two separate agreements. In our comments we put particular emphasis on the time line and our concerns that the County would have sufficient time to manage their process for approving a site license. The County felt time was adequate for their process. We are providing a brief report to keep the Board informed of our plans for managing this program.
10. Carryout Bags Revised Ordinance: This item was continued from the December 2012 Board meeting. Even though this project is proceeding with our consultant’s work on the EIR, we wished to formally present an updated version of the draft ordinance as discussed at the September Board meeting.

A related note: we had originally planned to present the draft EIR and hold the public hearing at the January meeting. However, as we reviewed the first administrative draft and zeroed in on an actual public issue date for the draft EIR, with the realization that this would occur just a week prior to the meeting we determined it would serve the public best to hold the public hearing in February. This should not disrupt our time line as February would still fall under the 45-day comment period, yet allow maximum time for interested parties to review the draft EIR before the public hearing.

- 11 Carryout Bags Public Distribution Plan: This item was continued from the December 2012 Board meeting. 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. The discussion and requested approval vote for this meeting is just for the initial phase of this project. The second phase is described to provide context for the whole plan.

13. Attachments/Correspondence: There are several items this month presented under "Reports by Staff and Others" in addition to this "Director's Agenda Notes" report:
  - 13.2.a Outreach Events Calendar: This is our regular, updated listing of Outreach Events listing events planned for January and February 2013.
  - 13.2.b through 13.2.e: These four items comprise the annual reports and summaries for the different aspects of our education and outreach programs.
  - 13.2.f Agenda Plan Worksheet: The worksheet as originally presented at the October 24, 2012 meeting has been updated.
  - 13.2.g Paint Care Report: This state mandated program for paint producers to provide a means for old paint take-back as plodding along slowly. Paint Care has established some business locations in our region to accept paint, but the effort for setting up the program for municipal collections such as ours through the HHW toxics facility are not near ready for the Board to consider. However, as long as we have had this program on our radar it should be useful to provide a status report.
  - 13.3 Letter to Lisa Steinman: Lisa received a very pleasant and complimentary letter recently concerning some of her work that is listed for your information.

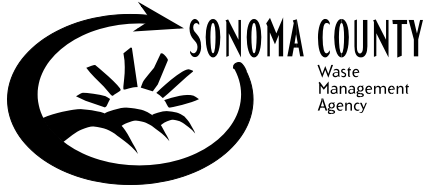
**January 2013 Outreach Events**

<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
17	7:30 AM – 1:30 PM	Wine Grape Growers Tradeshow, Santa Rosa
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

**February 2013 Outreach Events**

<b><u>Day</u></b>	<b><u>Time</u></b>	<b><u>Event</u></b>
4	1 PM	Master Gardeners Class, Rohnert Park
5	4 - 8 PM	Community Toxics Collection, Healdsburg
5	4 - 7 PM	Windsor Business Expo, Mary Agatha Furth Center, Agency booth
6	10 AM	Compost Tour for Master Gardeners Class, Rohnert Park
12	4 - 8 PM	Community Toxics Collection, Rincon Valley
19	4 - 8 PM	Community Toxics Collection, Larkfield
23, 24	8 AM – 4 PM	Electronics Waste Collection Event, Cloverdale
26	4 - 8 PM	Community Toxics Collection, Rohnert Park

Standard Events: Oil outreach via booths at area DMV offices most Wednesdays and Fridays weather permitting.



**Agenda Item #: 13.2.b**  
**Cost Center: Education**  
**Staff Contact: Chilcott**  
**Agenda Date: 1/16/2013**

## **ITEM: Eco-Desk (English and Spanish) 2012 Annual Reports**

### **I. BACKGROUND**

Since 1995, the Sonoma County Waste Management Agency has operated an English language telephone service, the Eco-Desk 565-DESK(3375), to answer calls about recycling, hazardous waste and other disposal issues. In 2007, a Spanish language 565-3375, option #2 was added to the Eco-Desk where callers can be transferred directly to a Spanish language outreach specialist under contract with the Agency.

The Eco-Desk is comprised of a comprehensive phone tree with pre-recorded information. Calls are returned by the next working business day. Email inquiries received from the web site are also recorded on the database. Topics include:

Voice mail box	Topic
565-3375, option #2 Spanish Eco-Desk	
99402	Household Hazardous Waste
99403	SQG (Business Hazardous Waste)
99404	Community Toxics Collections
99406	Electronics
99407	Paint
99408	Plastics
99409 (added December 2011)	Commercial Recycling Assistance
99410	Recycling Guide
99411	General mailbox
99412 (seasonal mailbox)	Christmas tree recycling
99413	Motor oil recycling locations in Cloverdale, Healdsburg, & Windsor
99414	Motor oil recycling locations in Cotati & Rohnert Park
99415	Motor oil recycling locations in Petaluma
99417	Motor oil recycling locations in Roseland (Santa Rosa)
99418	Motor oil recycling in Santa Rosa west of Hwy. 101
99419	Motor oil recycling in Santa Rosa east of Hwy. 101
99420	Motor oil recycling in Sonoma
99421	Motor oil recycling in Sebastopol and the unincorporated area
Web site email	

To compliment the telephone service, English language Eco-Desk resources are also available on the Agency's web site at [www.recyclenow.org](http://www.recyclenow.org) via a searchable database. Statistics from Google Analytics, commencing with the web site launch, details its usage and is included as a separate report.

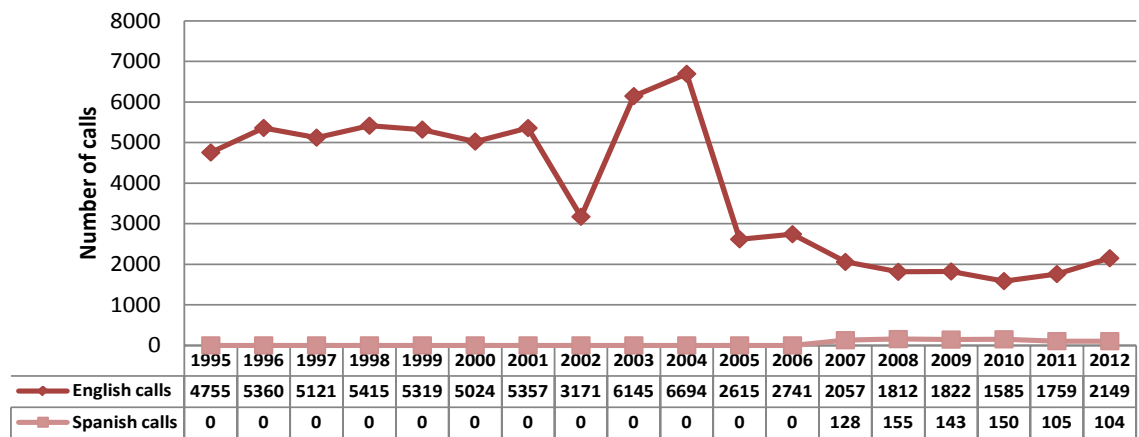
### **II. DISCUSSION**

#### **Eco-Desk phone summary (English and Spanish)**

- In 2012, the English Eco-Desk received 2,149 calls/ email inquiries, a 22% increase from 2011 where 1,759 calls/email inquiries were received. In 2012, the Spanish Eco-Desk received 104 calls; in 2011, 105 calls were received.

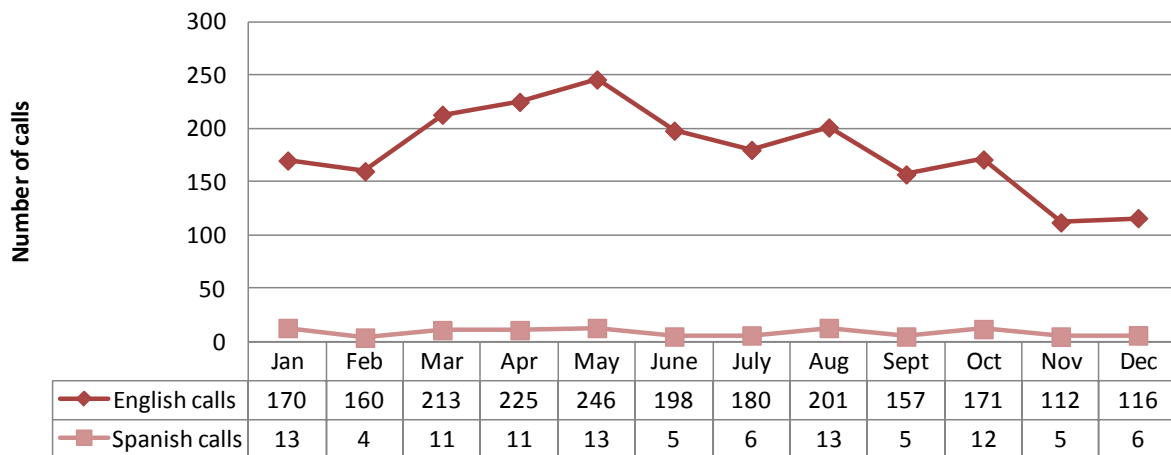
Note that in 2005, the Eco-Desk became a call-back only service where callers are given the option to leave a phone message after listening to pre-recorded information. See Figure 1.

**Figure 1: Number of Eco-Desk calls (English and Spanish) annually (1995-2012)**



- Call volume peaked in June for the English Eco-Desk and in August for the Spanish Eco-Desk. These call peaks may be the result of the distribution of the Recycling Guides in May. See Figure 2.

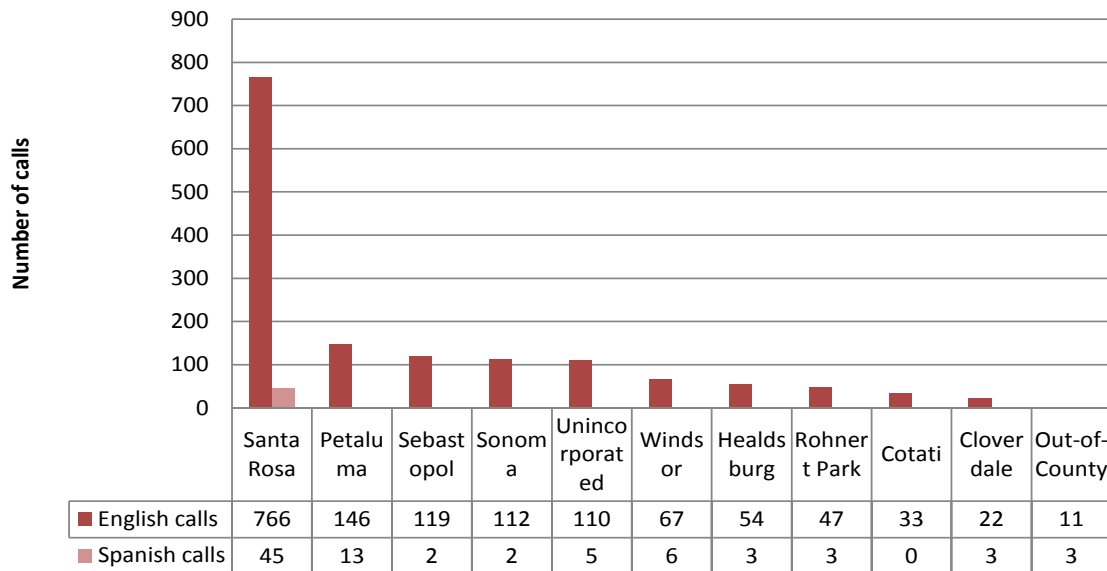
**Figure 2: Number of Eco-Desk (English and Spanish) calls per month 2012**



- The majority of calls were received from Santa Rosa and Petaluma on the English and Spanish Eco-Desk. See Figure 3.

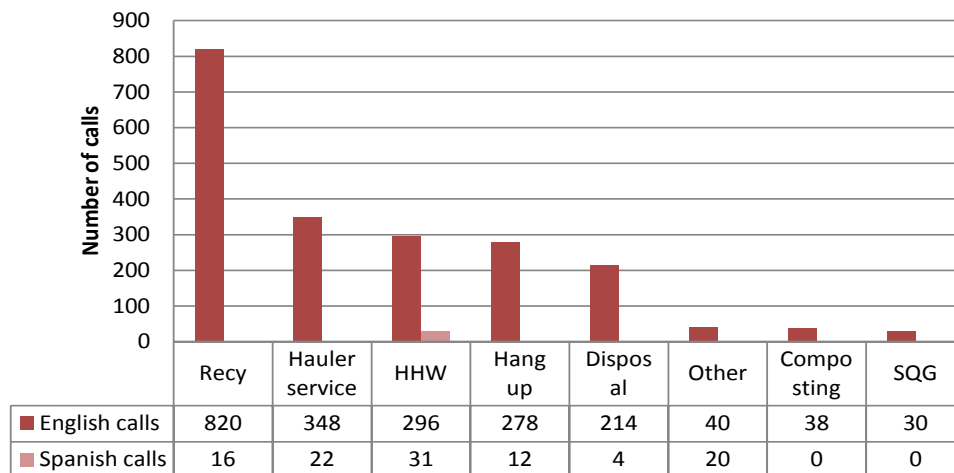


**Figure 3: Eco-Desk (English and Spanish) calls by city 2012**



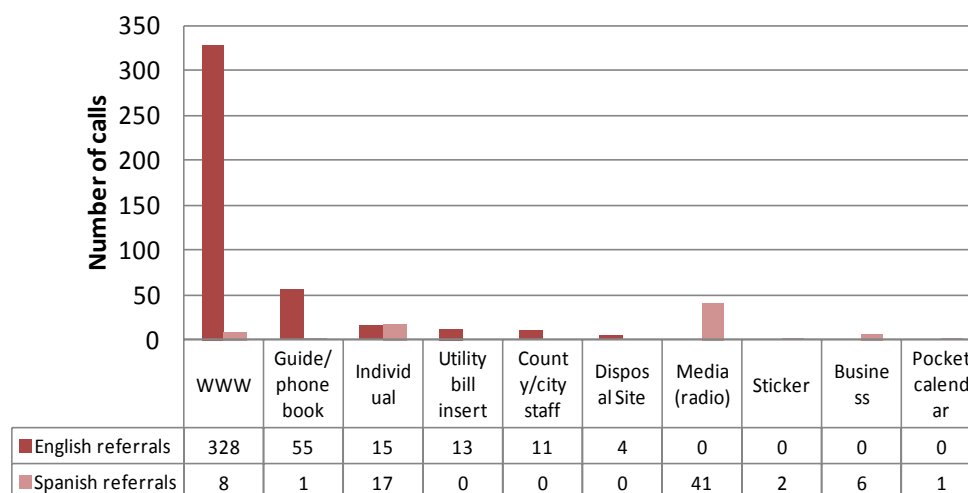
- The majority of questions asked by English speaking Eco-Desk callers pertained to recycling and garbage company service related issues. For the Spanish Eco-Desk, the majority of questions pertained to hazardous waste and garbage company service related issues. See Figure 4.

**Figure 4: Eco-Desk (English and Spanish) calls showing the nature of the question**



- For the English Eco-Desk, the majority of calls were referred from the web site through email inquiries and from the Recycling Guide (phone book and stand-alone versions). For the Spanish Eco-Desk, the majority of calls were referred from media and by word-of-mouth. See Figure 5.

**Figure 5: Eco-Desk (English and Spanish) calls showing how the call was referred**



- The majority of callers to the English Eco-Desk callers were women (52% female/35% male/13% unknown). This statistic was reversed for the Spanish Eco-Desk where the majority of callers were men (57% male/26% female/14% unknown).
- For the English and Spanish Eco-Desk, there was an increase in calls generated by businesses, likely due to the mandatory commercial recycling education effort in the spring. For the English Eco-Desk in 2011, businesses generated 9% of calls; in 2012, businesses generated 17% of calls. Overall, residences generated 67% of calls, businesses generated 17% of calls; 15% of calls were of unknown origin. For the Spanish Eco-Desk, residences generated 79% of calls; businesses generated 15% of calls; 6% of calls were of unknown origin.

### III. FUNDING IMPACT

This item is informational and there is no funding impact.

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

There are no recommendations or actions requested.

### V. ATTACHMENTS

English Eco-Desk Annual Report 2012  
Spanish Eco-Desk Annual Report 2012

Approved by: \_\_\_\_\_ Henry Mikus, Executive Director, SCWMA  
2300 County Center Drive, Suite B 100, Santa Rosa, California 95403 Phone: 707.565.2231 Fax: 707.565.3701 [www.recyclenow.org](http://www.recyclenow.org)

# Phone English Eco-Desk Annual Report 2012

Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403

## Calls total

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
Calls/emails	170	160	213	225	246	198	180	201	157	171	112	116	2,149
Working days	18	18	23	25	21	24	21	22	20	20	27	27	266
Average per working day	9	9	9	9	12	8	9	9	8	9	4	4	

## Calls by city

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Santa Rosa	70	55	94	80	83	70	71	63	52	54	35	39	766	52
Petaluma	9	7	13	40	11	14	9	5	7	9	12	10	146	10
Sebastopol	12	4	4	9	19	15	10	12	7	14	4	9	119	8
Sonoma	9	13	6	11	12	13	6	12	11	5	9	5	112	8
Unincorporated	11	12	4	8	12	5	8	6	7	11	12	14	110	7
Windsor	4	4	7	8	11	4	6	6	4	8	3	2	67	5
Healdsburg	4	1	4	4	12	7	3	6	4	2	4	3	54	4
Rohnert Park	3	1	10	1	9	1	6	3	2	6	2	3	47	3
Cotati	2	1	8	4	2	1	1	1	8	1	2	2	33	2
Cloverdale	2	3		2	4	2	2	2	3	1	0	1	22	1
Out-of-county	1	1	0	1	1	1	0	0	2	3	1	0	11	1
	127	102	150	168	176	133	122	116	107	114	84	88	1,487	100

## Calls by mailbox (The phone line the call was received on)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
General Info.(99411)	75	73	95	110	119	92	103	90	83	86	54	69	1,049	49
Web site generated emails	25	22	29	33	26	33	22	48	26	22	19	23	328	15
Commercial Recycling Assistance (99409)	16	13	44	42	43	26	4	13	13	12	9	6	241	11
Plastics (99408)	13	9	11	12	13	9	11	10	1	8	5	8	110	5
Electronics (99406)	15	14	6	5	10	7	11	9	10	10	5	1	103	5
Household Hazardous Waste (99402)	6	8	5	2	8	4	5	6	7	7	9	1	68	3
Paint (99407)	4	4	4	4	9	4	6	11	10	7	1	3	67	3
Recycling Guide (99410)	7	6	9	4	5	7	8	6	1	5	4	4	66	3
Community Toxics Collection (99404)	3	6	5	8	8	4	7	2	2	8	6	0	59	3
SQG (99403)	1	3	2	1	1	5	0	2	2	2	0	0	19	1
Oil, Seb. & Unin.(99421)	1	1	0	0	2	5	0	0	0	2	0	0	11	1
Oil, Cotati & R.P.(99414)	1	0	1	2	1	0	1	1	0	0	0	0	7	0
Oil, S.R.-East (99419)	0	0	0	1	1	1	0	0	2	0	0	0	5	0
Oil, Clov. & Heald.(99413)	1	0	1	1	0	1	0	1	0	0	0	0	5	0
Oil, Petaluma (99415)	2	1	0	0	0	0	0	1	0	0	0	0	4	0
Oil, S.R.-West (99418)	0	0	0	0	0	0	2	0	0	0	0	1	3	0
Oil, S.R. Roseland(99417)	0	0	1	0	0	0	0	0	0	2	0	0	3	0
Oil, Sonoma (99420)	0	0	0	0	0	0	0	1	0	0	0	0	1	0
	170	160	213	225	246	198	180	201	157	171	112	116	2,149	100

Note that the Commercial Recycling Assistance mailbox (99409) was added in December 2011. This mailbox was formerly assigned to SonoMax.

### Subjects (The nature of the question)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Recycling	62	46	109	134	110	62	61	50	54	51	29	52	820	40
Hauler billing or service question	31	29	23	23	50	37	30	26	26	29	20	24	348	17
HHW	28	18	18	22	24	24	29	26	20	43	32	12	296	14
Hang up	24	27	28	26	34	30	26	19	20	24	9	11	278	13
Disposal	20	17	19	12	26	27	24	24	11	20	9	5	214	10
Other	6	12	1	3	2	1	1	6	1	1	5	1	40	2
Composting	3	1	3	7	3	3	2	4	3	2	5	2	38	2
SQG	1	5	2	4	3	5	4	2	3	0	1	0	30	1
Green Building	0	0	1	0	0	0	0	0	0	0	0	0	1	0
													2,065	100

### Gender of caller

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Female	92	66	95	115	123	87	84	83	78	81	56	52	1,012	52
Male	54	54	72	81	84	66	55	51	39	50	40	42	688	35
Unknown	22	27	29	25	32	22	25	18	15	24	10	12	261	13
	168	147	196	221	239	175	164	152	132	155	106	106	1,961	100

### Call type

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Residential	128	97	88	124	145	120	124	113	101	108	84	83	1,315	67
Business	9	18	77	66	59	28	10	14	15	18	6	7	327	17
Unknown	28	31	30	30	35	26	29	25	16	28	14	8	300	15
Institution	2	0	0	1	0	1	2	1	0	1	0	0	8	0
	167	146	195	221	239	175	165	153	132	155	104	98	1,950	100

### Referrals (Who referred the call to the Eco-Desk)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Web site	25	22	29	33	26	33	22	48	26	22	19	23	328	77
Guide/Phone book/AT&T Yellow Pages Ref	1	3	4	6	10	5	8	3	6	3	5	1	55	13
Individual	2	1	2	1	2	1	1	0	0	0	2	3	15	4
Utility bill insert	0	2	1	0	2	0	3	0	1	3	1	0	13	3
County/city staff	1	0	2	0	1	1	0	2	3	0	1	0	11	3
Disposal Site	0	0	1	0	0	2	0	0	0	0	0	1	4	1
	29	28	39	40	41	42	34	53	36	28	28	28	426	100

# Phone Spanish Eco-Desk Annual Report 2012

Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403

## Calls total

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
Calls	13	4	11	11	13	5	6	13	5	12	5	6	104
Working days	18	18	23	25	21	24	21	22	20	20	27	27	266
Average per working day	1	0	0	0	1	0	0	1	0	1	0	0	0

## Calls by city

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Santa Rosa	6	3	4	1	5	2	2	9	2	7	1	5	47	45
Petaluma	1	1	2	3	2	1	0	2	1	3	0	0	16	15
Windsor	0	2	1	0	1	0	2	0	0	1	2	0	9	9
Unincorporated	0	1	1	2	2	0	0	0	0	0	0	0	6	6
Healdsburg	0	0	1	1	1	1	0	0	0	1	0	0	5	5
Rohnert Park	0	1	2	1	1	0	0	0	0	0	0	0	5	5
Out-of-county	1	0	1	1	0	0	0	1	0	0	0	0	4	4
Cloverdale	0	1	1	0	0	0	0	0	0	0	0	1	3	3
Sebastopol	0	0	0	0	1	0	0	0	1	0	1	0	3	3
Sonoma	1	0	0	0	0	1	1	0	0	0	0	0	3	3
Cotati	0	0	1	0	1	1	0	0	0	0	0	0	3	3
	9	9	14	9	14	6	5	12	4	12	4	6	104	100

## Subjects (The nature of the question)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
HHW	3	1	3	1	4	0	3	7	1	5	1	2	31	97
Hauler billing or service	3	0	0	2	4	1	1	2	1	5	2	1	22	69
Other	3	0	2	4	3	2	0	3	1	0	0	2	20	63
Recycling	2	1	1	1		0	2	3	1	3	1	1	16	50
Hang up	4	0	4	1	1	0	1	1	0	0	0	0	12	38
Disposal	0	1	1	0	2	0	0	0	0	0	0	0	4	13
Composting	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	15	3	11	9	14	3	7	16	4	13	4	6	32	100

## Gender of caller

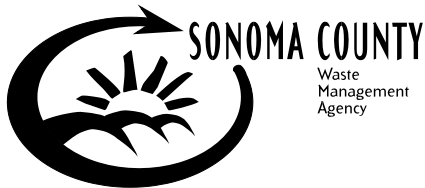
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Male	6	3	5	6	10	2	4	7	1	6	3	4	57	59
Female	2	0	2	2	2	0	1	5	3	6	1	2	26	27
Unknown	4	1	4	1	1	1	1	1	0	0	0	0	14	14
	12	4	11	9	13	3	6	13	4	12	4	6	97	100

## Call type

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Residential	8	3	7	5	9	2	5	11	4	12	4	6	76	79
Unknown	4	1	4	1	1	1	1	1	0	0	0	0	14	15
Business	0	0	0	3	3	0	0	0	0	0	0	0	6	6
	12	4	11	9	13	3	6	12	4	12	4	6	96	100

## Referrals (Who referred the call to the Eco-Desk)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Media	2	1	4	4	8		2	7	3	5	2	3	41	54
Individual	2	0	2	1	2	1	1	3	0	4	1	0	17	22
WWW	1	0	0	1	1	1	1	0	0	1	1	1	8	11
Business	0	4	0	0	0	0	0	0	2	0	0	0	6	8
Sticker	1	0	0	0	0	0	0	1	0	0	0	0	2	3
Guide	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Pocket Calendar	0	0	0	0	0	0	0	0	0	0	0	1	1	1
	6	5	6	6	11	2	4	11	5	10	4	6	76	100



**Agenda Item #:** 13.2.c  
**Cost Center:** Education  
**Staff Contact:** Chilcott  
**Agenda Date:** 1/16/2013

## ITEM: Website [www.recyclenow.org](http://www.recyclenow.org) 2012 Annual Report

### I. BACKGROUND

Since 1998, the Sonoma County Waste Management Agency has operated a comprehensive website at [www.recyclenow.org](http://www.recyclenow.org). The website operates in tandem with the Eco-Desk Access database where resources are uploaded everyday and appear on the website's search function. Due to changes in innovation, the website was reprogrammed and expanded using cascading style sheets (CSS) by County of Sonoma Information Systems (ISD) Department staff and launched August 2010. [www.recyclenow.org](http://www.recyclenow.org) is comprised of 94 pages with topics including Agency, Toxics, Recycling, Business, Multifamily, Schools, Disposal, Compost and Resources. The database is updated daily. Content changes are made several times per week. Public feedback is received at [recyclenow@sonoma-county.org](mailto:recyclenow@sonoma-county.org) and emails answered are recorded as part of the Eco-Desk database phone log.

Pages added to the website in 2012 included:

- February 2012: Major modifications to the Mandatory Commercial Recycling page  
<http://www.recyclenow.org/business/commercial.asp>
- October 2012: Addition of PaintCare program information  
<http://www.recyclenow.org/toxics/paint.asp>

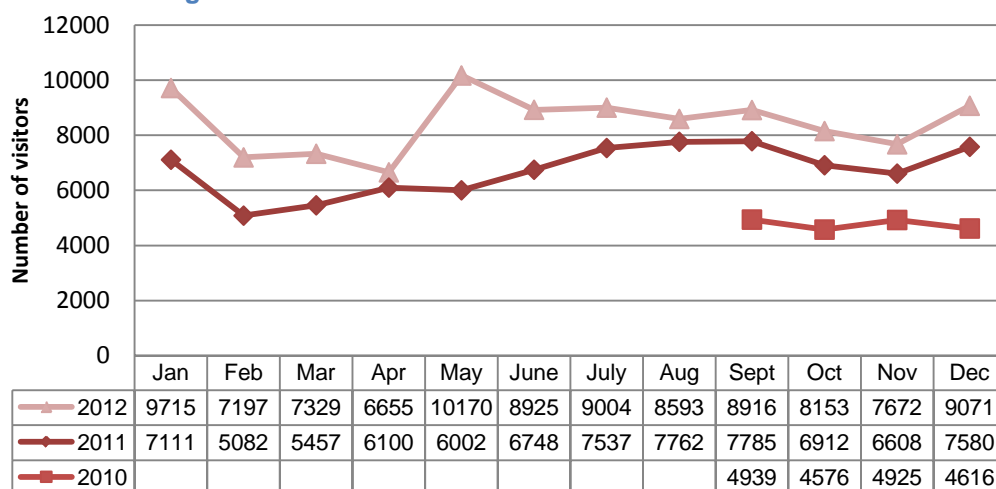
Maintenance costs for the website are included in the Agency's regular computer maintenance agreement package with the County of Sonoma ISD. ISD support also includes SiteImprove which analyzes the site monthly for broken links and spelling mistakes, as well as Google Analytics which analyzes the site's performance.

### II. DISCUSSION

Google Analytics, a free service from Google, provides insights into website traffic and marketing effectiveness. Google Analytics works because there is a javascript embedded in the website that stores user data in the Google database. Note that for 2010 as the revised website was launched, only four months of data is available for that year.

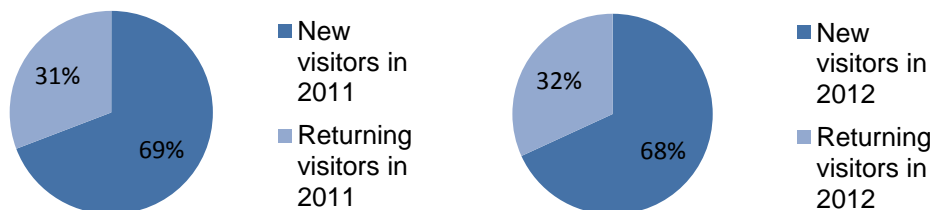
- Visitors** tallies the number of visits. Overall, the website received 101,400 visitors in 2012 viewing 273,892 pages. This represents a 20% increase in visitors from 2011. The chart below shows the number of visitors per month from 2010 to 2012.

**Figure 1: Number of website visitors 2010 to 2012**



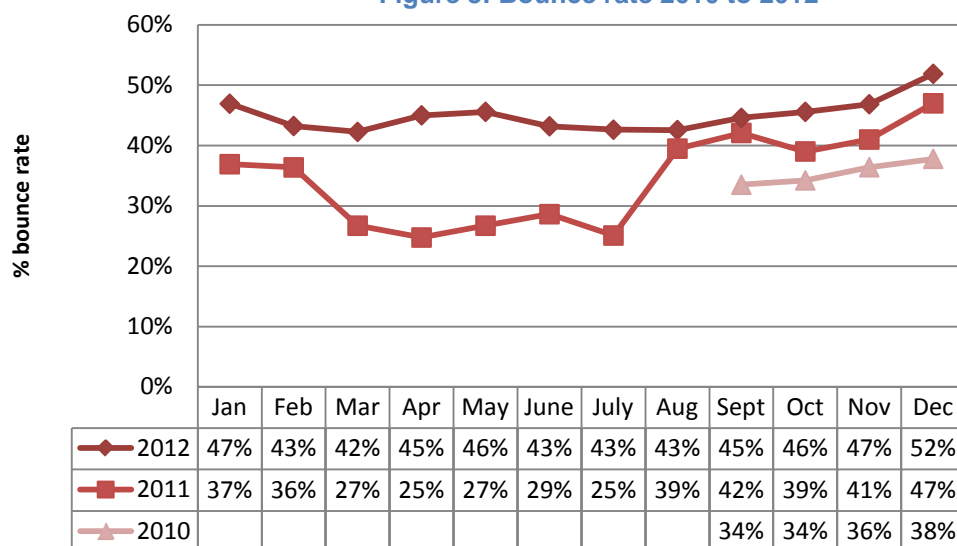
- **New vs. returning visitors** tallies the number of visits. % new visits is the percentage of visits that were first-time visits (from people who had never visited the website before). Compared to 2011, there was an increase in return visitors.

Figure 2: New vs. returning visitors in 2011 and 2012



- **Bounce rate** is the percentage of single-page visits (i.e. visits in which the person left your site from the entrance page). So a lower bounce rate is more favorable. Interestingly, the bounce rate dipped in July and began increasing again the fourth quarter of the year.

Figure 3: Bounce rate 2010 to 2012



- **Top content** shows the pages that visitors are most interested in. From 2011 to 2012, the most notable change was the increased use of the locate garbage company page and the search disposal site page.

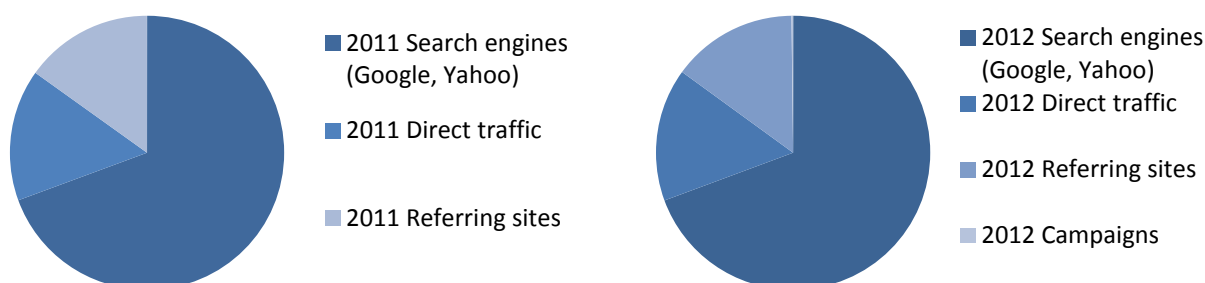
Figure 4: Top content comparing 2012 to 2011

Top content 2012		Top content 2011	
Home page	<a href="http://www.recyclenow.org/index.asp">http://www.recyclenow.org/index.asp</a>	Home page	<a href="http://www.recyclenow.org/index.asp">http://www.recyclenow.org/index.asp</a>
Search "What would you like to recycle?"	<a href="http://www.recyclenow.org/recycle_results.asp">http://www.recyclenow.org/recycle_results.asp</a>	Search "What would you like to recycle?"	<a href="http://www.recyclenow.org/recycle_results.asp">http://www.recyclenow.org/recycle_results.asp</a>
English Recycling Guide	<a href="http://www.recyclenow.org/recycling/recycling_guide.asp">http://www.recyclenow.org/recycling/recycling_guide.asp</a>	English Recycling Guide	<a href="http://www.recyclenow.org/recycling/recycling_guide.asp">http://www.recyclenow.org/recycling/recycling_guide.asp</a>

Household Toxics Facility	<a href="http://www.recyclenow.org/toxics/house_tox_facility.asp">http://www.recyclenow.org/toxics/house_tox_facility.asp</a>	Household Toxics Facility	<a href="http://www.recyclenow.org/toxics/house_tox_facility.asp">http://www.recyclenow.org/toxics/house_tox_facility.asp</a>
Locate your garbage company	<a href="http://www.recyclenow.org/disposal/garbage.asp">http://www.recyclenow.org/disposal/garbage.asp</a>	Disposal site search	<a href="http://www.recyclenow.org/disposal/search_disposal.asp">http://www.recyclenow.org/disposal/search_disposal.asp</a>
Disposal site search	<a href="http://www.recyclenow.org/disposal/search_disposal.asp">http://www.recyclenow.org/disposal/search_disposal.asp</a>	Electronics recycling	<a href="http://www.recyclenow.org/toxics/electronics.asp">http://www.recyclenow.org/toxics/electronics.asp</a>
Electronics recycling	<a href="http://www.recyclenow.org/toxics/electronics.asp">http://www.recyclenow.org/toxics/electronics.asp</a>	Locate your garbage company	<a href="http://www.recyclenow.org/disposal/garbage.asp">http://www.recyclenow.org/disposal/garbage.asp</a>
Results from search disposal site	<a href="http://www.recyclenow.org/disposal/search_disposal_results.asp">http://www.recyclenow.org/disposal/search_disposal_results.asp</a>	Central Disposal Site Fee schedule	<a href="http://www.recyclenow.org/disposal/fee_central_disposal.asp">http://www.recyclenow.org/disposal/fee_central_disposal.asp</a>
Central Disposal Site overview	<a href="http://www.recyclenow.org/disposal/overview.asp">http://www.recyclenow.org/disposal/overview.asp</a>	Site search	<a href="http://www.recyclenow.org/search.asp">http://www.recyclenow.org/search.asp</a>
Central Disposal Site Fee schedule	<a href="http://www.recyclenow.org/disposal/fee_central_disposal.asp">http://www.recyclenow.org/disposal/fee_central_disposal.asp</a>	Drop-off recycling search	<a href="http://www.recyclenow.org/recycling/locate_recycling_center.asp">http://www.recyclenow.org/recycling/locate_recycling_center.asp</a>
Locate drop-off recycling centers	<a href="http://www.recyclenow.org/recycling/locate_recycling_center.asp">http://www.recyclenow.org/recycling/locate_recycling_center.asp</a>	Fluorescent lamp/CFLs recycling	<a href="http://www.recyclenow.org/toxics/fluorescent.asp">http://www.recyclenow.org/toxics/fluorescent.asp</a>

- **Traffic sources** includes search traffic from search engines, referral traffic from other websites, direct traffic where the visitor types in the URL page directly and campaigns. In 2012, the Used Motor Oil/Filter outreach campaign with Comcast directed a very minor amount of traffic to the website. Like in 2011, the Agency's website performs well in organic searches on search engines such as Google, Yahoo, Bing, etc.

**Figure 5: Traffic sources comparing 2012 to 2011**



In 2012, direct traffic was the home page, the locate your garbage company page and the Christmas Tree recycling page.

In 2011, the main sources for referral traffic was North Bay Corporation's website <http://www.unicycler.com> and the County of Sonoma's website <http://www.sonoma-county.org>.

**Figure 6: Top referring websites 2012**

Top referring sites 2012	
North Bay Corporation's website	<a href="http://www.unicycler.com">http://www.unicycler.com</a>
County of Sonoma's website	<a href="http://www.sonoma-county.org">http://www.sonoma-county.org</a>
Yelp.com	<a href="http://www.yelp.com">http://www.yelp.com</a>
Craigslist (SF Bay Area region)	<a href="http://www.sfbay.craigslist.org">http://www.sfbay.craigslist.org</a>
Google.com	<a href="http://www.google.com">http://www.google.com</a>



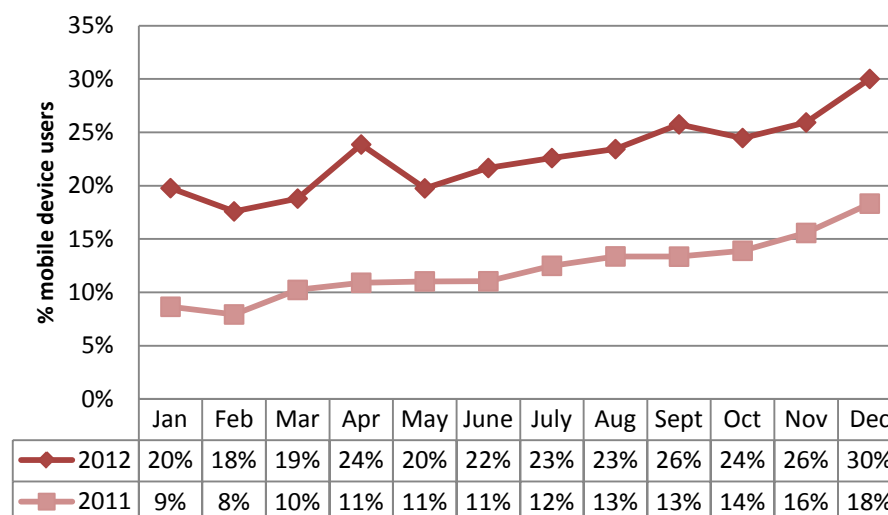
County of Sonoma's employee only (Intranet) website	<a href="http://sc-intranet">http://sc-intranet</a>
Keep Sonoma Clean website	<a href="http://www.keepsonomaclean.org">http://www.keepsonomaclean.org</a>
Press Democrat's website	<a href="http://www.pressdemocrat.com">http://www.pressdemocrat.com</a>
Craigslist (SF Bay Area region)	<a href="http://www.sfbay.craigslist.org">http://www.sfbay.craigslist.org</a>
County of Sonoma's employee only (Intranet) website	<a href="http://sc-intranet">http://sc-intranet</a>
Town of Windsor website	<a href="http://www.ci.windsor.ca.us">http://www.ci.windsor.ca.us</a>
City of Sebastopol website	<a href="http://www.ci.sebastopol.ca.us">http://www.ci.sebastopol.ca.us</a>
City of Petaluma website	<a href="http://cityofpetaluma.net">http://cityofpetaluma.net</a>
Facebook	<a href="http://www.facebook.com">http://www.facebook.com</a>

- **Keywords** are the phrases that visitors typed in search engines to find the website. Top keywords for 2012 follow:
  1. Sonoma County dump
  2. Sonoma County waste management
  3. Recyclenow.org
  4. Sonoma County landfill
  5. Sonoma County recycling
  6. [www.recyclenow.org](http://www.recyclenow.org)
  7. Sonoma dump
  8. Petaluma dump

The application for these phrases is incorporation in the Meta tag list of keywords on each [www.recyclenow.org](http://www.recyclenow.org) web page to increase traffic from organic searches.

- **Website browsers** show the preference of browsers. Overall, the favored browsers are respectively Internet Explorer, Safari, Firefox, Chrome and the Android Browser.
- **Mobile device users** are increasing dramatically. In January 2011, only 9% of visitors used mobile devices, in December 2012 30% of visitors used mobile devices. The most commonly used mobile devices are the Apple iPhone, Apple iPad, SonyEricsson LT151 Xperia Arc, Motorola DroidX and the Apple iPod Touch.

Figure 7: Mobile device users comparing 2012 to 2011



- **Website users by city** show that while the website was widely accessed from outside of Sonoma County, users in Sonoma County were predominantly from the largest population centers, Santa Rosa and Petaluma.

### III. FUNDING IMPACT

This item is informational and there is no funding impact.

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

There are no recommendations or actions requested.

### V. ATTACHMENTS

Website [www.Recyclenow.org](http://www.Recyclenow.org) Annual Report 2012

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

# Website www.RecycleNow.org Annual Report 2012

Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B-100, Santa Rosa, CA 95403

## Website visitors to www.recyclenow.org

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	
Visitors	9,715	7,197	7,329	6,655	10,170	8,925	9,004	8,593	8,916	8,153	7,672	9,071	101,400	Avg. visits/day
Visits per day	313	257	236	222	328	298	290	277	288	263	247	293	276	
Pageviews	24,742	19,529	20,088	22,786	27,338	24,591	24,959	23,219	23,785	21,190	19,968	21,697	273,892	Avg. page/visit
Pages/visit	2.55	2.71	2.74	2.70	2.69	2.76	2.77	2.70	2.67	2.60	2.60	2.39	2.66	
Avg. time per site	1:57	2:08	2:10	2:07	2:69	2:04	2:09	2:10	2:04	2:08	2:02	1:42		Avg. time per site in minutes

## New vs. returning visitors

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
New visitor	6,674	4,930	5,114	5,855	6,808	5,908	6,067	5,865	6,071	5,416	5,223	6,328	23,038
Returning visitor	3,041	2,267	2,215	2,595	3,362	3,017	2,937	2,728	2,845	2,737	2,449	2,743	10,774
% new visits	68.70%	68.50%	69.78%	69.29%	66.94%	66.20%	67.38%	68.25%	68.09%	66.43%	68.08%	69.76%	68.14%
% returning visitors	31.30%	31.50%	30.22%	30.71%	33.06%	33.80%	32.62%	31.75%	31.91%	33.57%	31.92%	30.24%	31.86%

## Bounce rate

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
% bounce rate	46.93%	43.24%	42.26%	45.01%	45.59%	43.20%	42.63%	42.57%	44.59%	45.59%	46.85%	51.89%	45.03%

## Top content

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
/ Home	5,958	4,718	4,778	5,168	6,290	5,386	5,922	5,152	5,231	4,379	4,267	4,280	61,529
/recycle_results.asp	1,546	1,092	1,238	1,360	1,523	1,520	1,435	1,376	1,291	1,250	1,011	1,048	15,690
/recycling/recycling_guide.asp	1,303	996	1,143	1,199	1,405	1,467	1,278	1,145	1,261	971	1,011	845	14,024
/toxics/house_tox_facility.asp	956	995	944	1,135	1,258	1,293	1,433	1,389	1,364	1,156	1,040	1,018	13,981
/disposal/garbage.asp	1,091	1,080	850	946	1,481	1,060	1,382	1,137	1,398	974	1,005	1,511	13,915
/disposal/search_disposal.asp	1,221	1,026	916	1,040	1,385	1,293	1,327	1,258	1,284	1,013	965	1,018	13,746
/toxics/electronics.asp	1,089	568	761	731	814	540	747	1,119	876	878	731	824	9,678
/disposal/search_disposal_results.asp	673	673	647	730	1,018	922	896	853	871	687	657	669	9,296
/disposal/overview.asp	374	371	413	648	765	770	758	719	834	776	691	803	7,922
/disposal/fee_central_disposal.asp	516	557	488	534	709	681	710	592	650	494	528	591	7,050
/recycling/locate_recycling_center.asp	407	395	477	496	544	611	639	619	608	568	602	640	6,606
/disposal/transfer.asp	339	390	424	443	568	513	620	627	568	576	560	591	6,219
/search.asp	540	400	366	416	661	532	546	413	523	412	466	409	5,684
/toxics/fluorescent.asp	258	377	333	484	354	328	349	260	302	388	299	248	3,980
/toxics/toxics.asp	381	254	291	343	346	351	370	355	320	329	334	241	3,915
/toxics/toxics.asp	381	254	291	343	346	351	370	355	320	329	334	241	3,915
/recycling/tree.asp	1,902	51	33	59	71	47	46	37	48	20	90	1,498	3,902

## Traffic sources overview

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
Search engines	6,902	5,009	5,117	5,694	6,949	6,368	6,493	6,370	6,469	5,319	5,082	5,529	71,301
Direct traffic	1,365	1,093	1,109	1,255	1,451	1,160	1,343	1,112	1,182	1,550	1,475	2,006	16,101
Referring sites	1,458	1,095	1,103	1,295	1,578	1,218	1,164	1,110	1,264	1,281	1,113	1,536	15,215
Campaigns	-	-	-	-	-	179	4	1	1	3	2	-	190

## Website browser type

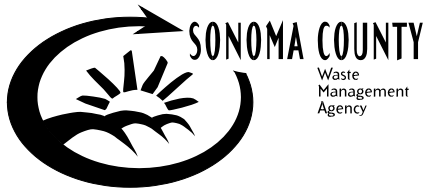
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
Internet Explorer	3,312	2,690	2,636	3,025	3,454	2,880	2,832	2,756	2,592	2,539	2,193	2,282	33,191
Safari	2,863	1,878	1,842	2,295	2,966	2,723	2,767	2,575	2,864	2,558	2,508	3,103	30,942
Firefox	1,919	1,419	1,449	1,604	1,907	1,613	1,627	1,461	1,547	1,397	1,319	1,553	18,815
Chrome	1,009	777	873	922	1,079	991	1,057	1,059	1,146	981	971	1,253	12,118
Android browser	466	326	411	426	551	524	538	510	552	495	479	672	5,950

## Mobile device users

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
iPhone/Android/iPad/BlackBerry, etc.	1,921	1,266	1,377	1,588	2,009	1,933	2,034	2,013	2,296	1,995	1,989	2,722	23,143
% of users to the site	19.77%	17.59%	18.79%	23.86%	19.75%	21.66%	22.59%	23.43%	25.75%	24.47%	25.93%	30.01%	

## Website users by city

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Out-of-county (San Francisco, Oakland, Santa Rosa)	4,443	3,415	3,564	2,270	4,628	4,189	4,248	4,264	4,196	3,897	3,731	4,061	46,906	46
Petaluma	932	543	545	626	763	662	772	699	746	696	641	791	8,418	8
Rohnert Park	649	459	407	457	757	702	640	469	554	493	468	735	6,790	7
Sebastopol	245	235	264	293	484	349	380	294	381	316	302	393	3,936	4
Sonoma	295	179	205	255	359	254	259	297	351	274	263	352	3,343	3
Windsor	231	161	167	212	340	268	309	287	365	291	250	342	3,223	3
Healdsburg	260	159	202	221	278	260	208	210	203	192	131	226	2,550	3
Unincorporated	126	106	108	115	134	126	145	129	107	146	187	244	1,673	2
Cloverdale	2	4	11	4	12	9	5	1	3	7	6	4	68	0
Cotati	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9,715	7,197	7,329	6,655	10,170	8,925	9,004	8,593	8,916	8,153	7,672	9,071	101,400	100



**Agenda Item #:** 13.2.d  
**Cost Center:** Education  
**Staff Contact:** Chilcott  
**Agenda Date:** 1/16/2013

## **ITEM: Education 2012 Outreach Summary**

### **I. BACKGROUND**

This report summarizes outreach conducted in 2012 by Agency staff and its contractors. 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.

As defined by the Agency's Work Plan for FY 12-13, adopted by the Board on February 15, 2012, outreach efforts focused on two CalRecycle grant funded programs: Used Motor Oil/Filter Recycling and Mandatory Commercial Recycling.

New programs in 2012 included implementing CalRecycle's Mandatory Commercial Recycling program and adding Styrofoam collection to select E-waste collection events. The PG&E grant funded program for collection of residential generated spent fluorescent lamps continued through 2012.

One-time grant funds available for Used Motor Oil/filter Recycling outreach greatly expanded efforts targeting do-it-yourselfers. According to State estimates, approximately 17% of households change their own motor oil. State studies and previous work by our contractor C2: Alternative Services have identified populations including recent immigrants, classic car aficionados, off-road vehicle enthusiasts and motorcyclists as high-level do-it-yourself oil changers. They also estimate that over half of those that change their own motor oil do not recycle their oil filters. Thus, used motor oil education was focused to reach targeted groups with an emphasis on used oil filter recycling.

Outreach not included in this report pertains to public education conducted for the Plastic Carryout Bag Waste Reduction Ordinance.

### **II. DISCUSSION**

A number of tools were used for outreach including in-person/direct outreach, print advertising, radio advertising and on-line advertising.

The following tallies outreach efforts, how it was funded and who performed the task.

**Figure 1: Table-top display at Windsor Chamber Event 2012**



**Figure 2: New 10'x10' exhibit backdrop at the Sonoma-Marin Fair**



## Special multimedia advertising campaigns

- **Mandatory Commercial Recycling (English and Spanish): CalRecycle Beverage Container grant funded**

After 13,362 letters were mailed to businesses in Sonoma County, 4 temporary outreach staff conducted 1,056 bi-lingual site visits and 6 follow-up visits, to assist businesses in compliance with the new AB 341 State law. At the visits, Agency literature created specifically for this program were distributed including 4,674 small 8.5"x11" single-stream recycling posters, 446 large single-stream 11"x17" recycling posters and 2,193 "We recycle" apartment fliers. In addition, 6,663 English Recycling Guides and 3,425 Spanish Recycling Guides were distributed to businesses and multifamily complexes as a result of this effort. A dedicated Agency

web page

<http://www.recyclenow.org/business/commercial.asp> and public response email address [recycling@sonoma-county.org](mailto:recycling@sonoma-county.org) supported outreach efforts.

- **RidersRecycle Used oil motorcycle outreach: CalRecycle Used Motor Oil grant funded**

The RidersRecycle campaign was expanded in 2012. Agency contractor, C2 Alternative Services organized activities which included a postcard mailing to a DMV mailing list of over 19,000 registered motorcycle owners. The mailing directed motorcyclists to the RidersRecycle.com website, which includes information on recycling motor oil and filters as well as a survey and coupons from local motorcycle related businesses. Responses to the survey indicate that 88% of Sonoma County motorcycle owners change their own oil, and 58% change the oil in other vehicles as well.

Other components of the RidersRecycle campaign included outreach at several motorcycle-related events in Sonoma County as well as a big regional event cost-shared with other jurisdictions, the EasyRiders Show in Sacramento.

A RidersRecycle bus ad appeared on 14 Sonoma County Transit between March 1, 2012 and June 30, 2012. The RidersRecycle ad theme was also used for the Sonoma County Fair Guide.

- **Used oil filter recycling outreach: CalRecycle Used Motor Oil grant funded** Activities included 6 Oil Filter Exchange events collaborated with Pep Boys' Rohnert Park store. These events were scheduled monthly on Saturdays and the location helped the promotion by including flyers with customer purchases for the month prior. During these events, customers bringing in one or more used oil filters were able to exchange one for a new replacement filter costing up to \$10.

Used oil and filter education displays, including filter drainer/carry containers giveaways for Do-It-Yourselfers were conducted at the two DMV branches in Sonoma co-Petaluma and Santa Rosa. Using a permit received from CHP, a staffed display is set up for 3 or 4 hours outside the main entrances to outreach to motorists

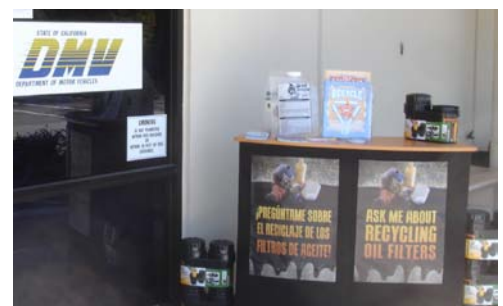
Figure 3: Sonoma County Transit RidersRecycle bus ad.



Figure 4: Carnival of Chaos entertains and educates motorcycle enthusiasts at the EasyRiders show.



Figure 5: Used motor oil display including filter recycling containers at the DMV in Santa Rosa





doing their DMV business. This venue was effective in targeting drivers or riders who also do their own work. Those who filled out a pledge card to recycle oil filters were able to receive a free filter drainer. (See Figure 3 of sample display on top of the pedestal). Recycling Guides were also distributed.

The filter drainer containers were also provided at many of the events where recycling outreach was conducted throughout the year, including the Sonoma County Fair, the motorcycle related events, and many of the Spanish outreach events. In each case, the pledge card was used to assure that the recipient was a DIY oil changer and pledged to recycle filters. Over 900 filter containers were given out in 2012.

### **In-person/direct outreach**

- **Fairs/events (English and Spanish): Partially CalRecycle Used Motor Oil grant funded**  
Agency and its contractors participated in 105 English outreach days. 22 events specifically targeted Spanish-speaking people. Used Oil grant funds were utilized to purchase a new 10'x10' backdrop display to replace the Agency's aging backdrop. Graphics relate to the Agency's 2012 education themes. A plinko game engaged fairgoers with trivia related to Agency programs. Fairgoers were rewarded with recycled newspaper pencils and temporary tattoos.

**Table 1: Giveaways distributed at Agency exhibits 2012**

Type of giveaway distributed	Number distributed
Recycled newspaper mood pencils	5,000
Temporary recycle symbol tattoos	4,000

To foster more opportunities for Spanish language outreach, the Agency continued to partner with the Sonoma County Water Agency and with Sonoma Compost Company.

The table below summarizes outreach conducted by Agency staff, C2 Alternative Services under the Spanish Language Outreach and Used Motor Oil Recycling Education Contract, University of California Cooperative Extension Home Composting Education Contract and Sonoma Compost Company.

**Table 2: Outreach conducted by Agency staff and contractors 2012**

	Date	City	Fair
Sonoma Compost Company	Jan 2	Sebastopol	Sebastopol Kiwanis Presentation
C2 Contractor SPANISH Outreach contracts	Jan 6	Santa Rosa/Rosel and	Dia de Reyes/Three Kings Celebration
Sonoma Compost Company	Jan 25	Sebastopol	Sebastopol Community meeting- presentation
UCCE/Master Gardeners	Feb 6	Rohnert Park	Master Gardener's Compost Curriculum Presentation
Agency staff	Feb 7	Windsor	Windsor Annual Business Expo
Sonoma Compost Company	Feb 8	Petaluma	SCC, Compost Tour, Master Gardener's
Sonoma Compost Company	Feb 10	Cotati	Pasta Dinner & Bingo
Sonoma Compost Company	Feb 14	Rohnert Park	Cotati Sunrise Rotary presentation
Sonoma Compost Company	Feb 14	Marin	Marin Rose Society Art & Garden Center
Agency staff	Feb 17-20	Cloverdale	Cloverdale Citrus Fair
Sonoma Compost Company	Feb 22	San Rafael	Bay Friendly Landscaping Compost Presentation
Sonoma Compost Company	Mar 7	Santa Rosa	Sonoma Academy Compost Presentation
Sonoma Compost Company/Agency staff	Mar 10	Cotati	Cotati Pasta Feed, Staff Informational Table
C2 Contractor SPANISH Outreach contract	Mar 9-11	Santa Rosa	Custom Auto Show, Sonoma County Fairgrounds
Agency staff	Mar 15	Sonoma	Sonoma Business Chamber of Commerce event

C2 Contractor SPANISH Outreach contract	Mar 17	Rohnert Park	Latino Family Summit, Sonoma State University
Sonoma Compost Company	Mar 25	Santa Rosa	Redwood Empire Rose Society
Sonoma Compost Company	Mar 27-28	Santa Rosa	Sonoma County Ag Day (Farm Bureau)
C2 Contractor SPANISH Outreach contracts	Mar 31	Santa Rosa/Rosel and	Cesar Chavez Health Fair, Meadow View Elementary School
Sonoma Compost Company	Apr 19	Napa	Compost presentation, Bay Friendly Landscaping Course
Agency staff	Apr 22	Santa Rosa	Earth Day event at Santa Rosa Courthouse Square
Agency staff	Apr 22	Windsor	Earth Day event on Windsor Town Green
Sonoma Compost Company	Apr 25	Rohnert Park	Compost Presentation, Santa Rosa Clean Energy, Sonoma Mountain Village
C2 Contractor SPANISH Outreach contract	Apr 28	Windsor	Cinco de Mayo Celebration
C2 Contractor USED OIL Outreach contract	Apr 28	Rohnert Park	Oil Filter Exchange at Pep Boys
C2 Contractor SPANISH Outreach contract	Apr 28	Santa Rosa	Kawana Elementary Dia del Niños
C2 Contractor USED OIL Outreach contract	Apr 28-29	Bodega Bay	Annual Bodega Bay Fisherman's Festival
C2 Contractor SPANISH Outreach contract	Apr 29	Petaluma	Dia del Niño Radio Lazer Celebration
Agency staff	May 3	Rohnert Park	Rohnert Park 2012 Business Showcase
C2 Contractor SPANISH Outreach contracts	May 5	Santa Rosa/Rosel and	Cinco de Mayo event in Roseland
C2 Contractor Used Oil Outreach contract	May 9	Santa Rosa	Wednesday Downtown Market
Agency staff	May 10	Santa Rosa	Santa Rosa Chamber of Commerce 2012 Showcase
Agency staff	May 11	Rohnert Park	Sustainable Enterprise Conference
Sonoma Compost Company	May 11	Rohnert Park	Sustainable Enterprise Conference
C2 Contractor Used Oil Outreach contract	May 16	Santa Rosa	Wednesday Downtown Market
C2 Contractor SPANISH Outreach contracts	May 20	Santa Rosa	Elsie Ellen High School Lobo Community Fair
Sonoma Compost Company	May 20	Cotati	It's Fun to Be Healthy Event
C2 Contractor Used Oil Outreach contract	May 23	Santa Rosa	Wednesday Downtown Market
C2 Contractor Used Oil Outreach contract	May 30	Santa Rosa	Wednesday Downtown Market
C2 Contractor Used Oil Outreach contract	June 1	Santa Rosa	DMV Used Motor Oil and Filter Outreach
C2 Contractor Used Oil Outreach contract	June 6	Santa Rosa	DMV Used Motor Oil and Filter Outreach
C2 Contractor SPANISH Outreach contracts	June 6	Santa Rosa	Wednesday Downtown Market
C2 Contractor Used Oil Outreach contract	June 8	Santa Rosa	DMV Used Motor Oil and Filter Outreach
C2 Contractor Used Oil Outreach contract	June 8	Cloverdale	Cloverdale Downtown Farmers Market
C2 Contractor Used Oil Outreach contract	June 11	Santa Rosa	DMV Used Motor Oil and Filter Outreach

C2 Contractor Used Oil Outreach contract	June 13	Santa Rosa	DMV Used Motor Oil and Filter Outreach
C2 Contractor Used Oil Outreach contract	June 13	Santa Rosa	Wednesday Downtown Market
C2 Contractor Used Oil Outreach contract	June 15	Santa Rosa	DMV Used Motor Oil and Filter Outreach
C2 Contractor Used Oil Outreach contract	June 15	Cloverdale	Cloverdale Downtown Farmers Market
C2 Contractor SPANISH Outreach contracts	June 16	Santa Rosa	Festival Campesino
C2 Contractor Used Oil Outreach contract	June 20	Santa Rosa	DMV Used Motor Oil and Filter Outreach
C2 Contractor SPANISH Outreach contracts	June 20	Santa Rosa	Wednesday Downtown Market
Agency staff	June 20-24	Petaluma	Sonoma-Marin Fair
C2 Contractor Used Oil Outreach contract	June 22	Santa Rosa	DMV Used Motor Oil and Filter Outreach
C2 Contractor Used Oil Outreach contract	June 22	Cloverdale	Cloverdale Downtown Farmers Market
Sonoma Compost Company	June 26	Sebastopol	Sebastopol Grange- Compostable Plastics presentation
C2 Contractor Used Oil Outreach contract	June 27	Santa Rosa	DMV Used Motor Oil and Filter Outreach
C2 Contractor Used Oil Outreach contract	June 27	Santa Rosa	Wednesday Downtown Market
C2 Contractor Used Oil Outreach contract	June 29	Santa Rosa	DMV Used Motor Oil and Filter Outreach
C2 Contractor Used Oil Outreach contract	June 29	Cloverdale	Cloverdale Downtown Farmers Market
C2 Contractor Used Oil Outreach contract	July 11	Santa Rosa	Wednesday Downtown Market
Sonoma Compost Company	July 14	Sebastopol	Laguna Fest Sebastopol, Compost Demonstration
Sonoma Compost Company	July 26	St. Helena	Organic Vineyard Conference
Agency staff	July 27- Aug 12	Santa Rosa	Sonoma County Fair exhibit in Grace Pavilion
UCCE Contractor	July 27- Aug 12	Santa Rosa	Sonoma County Fair exhibit at the Hall of Flowers
Sonoma Compost Company	July 27-31	Santa Rosa	Sonoma County Fair lawn conversion display
Sonoma Compost Company	July 29-31	Rohnert Park	US Biochar Conference
Sonoma Compost Company	Aug 1-12	Santa Rosa	Sonoma County Fair lawn conversion display
Sonoma Compost Company	Aug 1	Rohnert Park	US Biochar Conference
C2 Contractor Used Oil Outreach contract	Sept 8	Cloverdale	19th Annual Cloverdale Car and Motorcycle Show
Sonoma Compost Company	Sept 13-15	Santa Rosa	Compost Booth, Heirloom Festival
C2 Contractor SPANISH Outreach contracts	Sept 15	Santa Rosa	Mexican Independence Fiesta Celebration at Wells Fargo Center for the Arts
Sonoma Compost Company	Sept 11-13	Santa Rosa	Heirloom Expo
C2 Contractor SPANISH Outreach contracts	Sept 15	Santa Rosa	Mexican Independence Celebration
C2 Contractor SPANISH Outreach contracts	Sept 15	Santa Rosa	Elsie Allen High School Lobo Unity Picnic and a Movie
C2 Contractor SPANISH Outreach contracts	Sept 16	Sonoma	Mexican Independence Celebration



Sonoma Compost Company	Sept 28	Petaluma	Booth and presentation at Petaluma Ag Day
C2 Contractor SPANISH Outreach contracts	Oct 7	Windsor	Binational Health Week Celebration, CHDC Celebration at Windsor Catholic Church Grounds
C2 Contractor SPANISH Outreach contracts	Oct 13	Healdsburg	Binational Health Week Celebration (Clinica Alianza)
Agency staff	Oct. 20	Santa Rosa Larkfield Healdsburg	Fluorescent Lamp Collection Event
C2 Contractor SPANISH Outreach contracts	Oct 28	Petaluma	Binational Health Week Celebration (Dia de Muertos Celebration)
Sonoma Compost Company	Dec. 6	Cloverdale	Presentation Rotary Club
C2 Contractor SPANISH Outreach contracts	Dec. 19-21	Rohnert Park Santa Rosa Cloverdale, Healdsburg	Las Posadas organized by Radio Lazer

- **Day Labor center visits: Partially CalRecycle Used Motor Oil grant funded**

There were 5 visits to labor centers (4 visits to the Graton Labor Center, plus 1 visit to the Sonoma La Luz Center). Labor center visits were conducted by C2 Alternative Services under the Spanish Language Outreach Contract. Topics discussed included recycling, motor oil recycling and water conservation.

**Figure 6: Hugo Mata, Contractor, makes a presentation at the Graton Day Labor Center**



- **Latino business visits: Partially CalRecycle Used Motor Oil grant funded** Visits to Latino businesses, such as grocery stores, taquerias, bakeries, beauty stores and florists, were conducted in November, 2012 by C2 Alternative Services under the Spanish Language Outreach Contract. Visits entailed meeting with owners, answering questions, distributing pocket calendars and Recycling Guides. Overall, 65 Hispanic businesses were visited.

**Table 3: 2012 Latino business visits**

City	Businesses visited
Cloverdale	Adan Gonzalez Income Tax & Notary, Panaderia El Palomo, Cotija's Market, Los Pino's Market Carniceri, La Michoacana Market
Cotati	Dos Amigos Mexican Restaurant, El Paso Mexican Bakery, Taqueria El Brinquito, Mi Ranchito Restaurant
Healdsburg	Mario's Jewelry, Viajes Fernandez, Panaderia Costa Chica y Supermercado, Casa Del Mole, Taco Grande Restaurant, Taqueria Guadalajara
Petaluma	Mi Pueblo Real Mexican Food, Karina's Mexican Bakery, Irma's Beauty Salon, Lolita's Market, Taqueria Los Potrillos, Casa del Palmar Market
Rohnert Park	La Perla Market, Lolita's Market, Juanita's Market, Multi-Servicios Southwest, Zapateria Morelia, Taqueria El Paisa
Santa Rosa	Colores Ice Cream, Cake & Food, Novedades Blanqui, Prime Time Nutrition, David's Shoe Repair, La Guadalupana Mercado, Super Latino Market, La Texanita Mexican Restaurant, Tarasco Market, Antorcha, Taqueria Santa Rosa, Alvarez Mexican Rest, Chula's Party Supplies y Zapateria, Red Hair Salon, Hondumex, Joyeria Maria, Calzado Leon, Boutique Bellos Sueños, Dolex Santa Rosa, Mas X Menos
Sonoma	El Brinquito Market Market, La Favorita Meat Market, Order Express, La Morenita Market #2, Nutri-Family, Pasteleria La Mixteca, Chapala Market & Deli, Taqueria Sonoma, Ria Money Transfer
Sebastopol	Ochoa's Mexican Restaurant, El Tarasco Mexican Food, El Coronel Mexican Restaurant
Windsor	Estrella's Market y Taqueria, Castañeda's Marketplace, Socorro's Mexican Restaurant, Martin's Market, Ana's Café & Espresso, Martin's Taqueria Mexican Food
Unincorporate	La Rosa Market y Taqueria, Taqueria La Tapatia, Mi Casita Mexican Restaurant

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- **Tours of Central Disposal Site:** 27 tours of Central Disposal Site and the Composting operations occurred in 2012. Tours were conducted by Patrick Carter, Agency staff and by the Agency's contractor, Sonoma Compost Company.

**Table 4: 2012 Central Disposal Site and Sonoma Compost Company tours**

Date of tour	Group
Mar 8	Facility Tour Supervisor Carrillo, Sonoma Compost Company
Mar 20	Facility Tour Council Member Sawyer, Sonoma Compost Company
Mar 23	Facility Tour Climate Protection Campaign, Sonoma Compost Company
Apr 3	Central Disposal Site Tour, Leadership Institute of Santa Rosa, Agency staff
Apr 6	Tour Sonoma Compost, Brazil Delegation, Sonoma Compost Company
Apr 9	Tour Sonoma Compost, SRJC Soils Class, Agency staff
Apr 13	SRJC Class tour of Central Disposal Site, Agency staff
Apr 21	Earth Day tour Sonoma Compost Company, 10-11, Sonoma Compost Company
Apr 21	Earth Day tour Sonoma Compost Company, 1-2, Sonoma Compost Company
Apr 26	SRJC Class tour of Central Disposal Site, Agency staff
May 12	Facility Tours International Compost Awareness Week, Sonoma Compost Company
June 6	Facility tour World Friends Ukraine delegation, Sonoma Compost Company
June 14	Facility Tour Sonoma County Fair Staff, Sonoma Compost Company
June 21	Facility Tour Northern California Recycling Association (NCRA), Sonoma Compost Company
July 24	Facility tour with Michael Allen, Sonoma Compost Company
July 29-31	Facility tour part of US Biochar Conference, Sonoma Compost Company
Aug 15	Facility Tour Councilman Palla, Sonoma Compost Company
Sept 11	Facility tour "Tomorrow's Leaders Today", Sonoma Compost Company
Sept 14	Facility Tour Japan Delegation, Sonoma Compost Company
Sept 18	Tour of Central Disposal Site, Cub Scout Pack 1 - Rohnert Park, Agency staff
Sept 24	Tomorrows Leader Today (SR) Tour, Sonoma Compost Company
Sept 27	Tour of Central Disposal Site, SRJC, Agency staff
Oct 9	Facility Tour, PG&E, Sonoma Compost Company
Oct 23	Facility Tour, SRJC Soils Science Tour, Sonoma Compost Company
Oct 31	Facility Tour, Presentation Biodynamic Compost, Sonoma Compost Company
Nov 3	Tour of Central Disposal Site, Salmon Creek School, Agency staff
Nov 3	Tour of Central Disposal Site, Santa Rosa Junior College Environmental Studies Course, Agency staff

- **Eco-Desk (English and Spanish) phone/email response:**  
In 2012, the English language Eco-Desk 565-3375 received 2,149 calls/emails. The Spanish Eco-Desk, 565-3375, option 2, received 104 calls. Email response from [recyclenow@sonoma-county.org](mailto:recyclenow@sonoma-county.org) is included in the English Eco-Desk tallies. A more detailed report on the English and Spanish Eco-Desk can be found in Agenda item 11.2b of this packet. The English Eco-Desk is operated by Agency staff; C2 Alternative Services under the Spanish Language Outreach operates the Spanish Eco-Desk.
- **English radio advertising: PG&E Fluorescent lamp Take-Back grant and E-waste revenue funded**  
Through the PG&E Fluorescent Lamp grant, 251 60-second radio commercials aired on Maverick Media (mostly KSRO, the River, and Froggy) promoting fluorescent lamps. For the monthly electronic recycling events, 674 60-second radio commercials aired on Maverick Media. Agency staff organized radio promotion.
- **Spanish radio and TV interviews: Partially Used Motor Oil & PG&E Fluorescent lamp Take-Back grant funded**  
C2 Alternative Services conducted 14 radio interviews (1/2 and 1-hour live and recorded interviews) and one ½ hour TV interview at Univision 28 were conducted. Two Spanish radio live remotes focusing on Used Motor Oil/filter recycling, with interviews conducted every 15

minutes, took place at car dealerships in Petaluma and in Santa Rosa. For the PG&E Fluorescent Lamp Take-Back grant, 244 Spanish commercials aired.

- Lotería Recycling Game at Sonoma County Library Literacy Program: CalRecycle Used Motor Oil grant funded**  
 Three Lotería (“Mexican Bingo”) games adapted with recycling/hazardous waste disposal topics were conducted in 2012 at after school programs at Taylor Mountain Elementary School, Wright Elementary School and Kali Kicks Summer Camp in Santa Rosa.
- Adult school English as Second Language (ESL) classes: CalRecycle Used Motor Oil grant funded**  
 4 ESL classes on used oil recycling were conducted at adult school venues through Santa Rosa Junior College and the Sonoma Valley Adult School Languages spoken by students included Spanish, Nepalese and Burmese.

### **Print advertising**

- Recycling Guide English and Spanish distribution:**  
 Under a barter agreement, a 12-page version of the English Guide was printed in the May 2012 AT&T Yellow Pages phone book.

An increased number of stand-alone English and Spanish Recycling Guides were printed in 2012 in anticipation of additional need through the Mandatory Commercial Recycling Outreach efforts. These guides were distributed not only to businesses, but also to multifamily complexes. For example, Burbank Housing, who manages a number of low-income properties around the county, agreed to a special distribution of 4,000 English Guides and 2,000 Spanish Guides.

**Table 5: Recycling Guide distribution 2012**

<b>English Recycling Guide 2012</b>			
	Audience	Number distributed	Distribution location(s)
AT&T 12-page Guide phone book version	General	575,900	AT&T Yellow Pages customers and new customers throughout the year.
Stand-alone copies	General	32,000 (20,000 printed in 2011)	Libraries, city offices, tribal offices, businesses, multifamily complexes, chamber of commerce, realtors, disposal sites, fire departments, county/city offices, recycling centers, Whole Foods Markets, Friedman’s Home Improvement, senior living apartments, congregations, etc.

<b>Spanish Recycling Guide 2012</b>			
	Audience	Number distributed	Distribution location(s)
Stand-alone copies	Spanish-speaking residents	3,000	Impulso News “freebie” stand at grocery stores and Hispanic businesses.
	General	18,000 (12,000 printed in 2011)	Libraries, city offices, tribal offices, businesses, multifamily complexes, chamber of commerce, realtors, disposal sites, fire departments, county/city offices, recycling centers, Whole Foods Markets, Friedman’s Home Improvement, senior living apartments, congregations, etc.

- **Utility bill inserts: Partially PG&E Fluorescent lamp Take-Back and CalRecycle Used Motor Oil grant funded**

Utility bill inserts, when available, were used to advertise monthly Agency-Goodwill Industries ewaste recycling events. Three events in Cotati, Windsor and Rohnert Park included Styrofoam collection. To share in the high cost of printing/inserting fliers, the backside of fliers advertised grant

funded topics such as “RecycleRiders” and fluorescent lamp take-back locations. Inclusion of the AT&T logo helped fulfill the Barter Agreement requirements for printing the 12-page Sonoma County Recycling Guide in the AT&T Yellow Pages phone book.

**Figure 7: Example of utility bill insert where Styrofoam was collected**



**Table 6: Utility bill inserts distributed in 2012**

Month	Area	Number of utility bill inserts distributed	Theme and partner
April 2012	Healdsburg	5,700	E-waste-Styrofoam/RecycleRiders.com Used Oil/filter recycling
May 2012	Santa Rosa	45,500	E-waste-Styrofoam/RecycleRiders.com Used Oil/filter recycling
September 2012	Cotati	2,547	E-waste-Styrofoam/Fluorescent Lamp Take-Back locations
October 2012	Windsor	9,245	E-waste-Styrofoam/Fluorescent Lamp Take-Back locations
November 2012	Sonoma	4,500	E-waste-Styrofoam/Fluorescent Lamp Take-Back locations
<b>Total number utility bill inserts distributed</b>		67,492	

- **Garbage company newsletters:**  
Most jurisdictions require customer newsletters under franchise agreement. Fortunately, North Bay Corporation includes various Agency topics including the E-waste collection schedule, Community Toxics Collection schedule and Business Hazardous Program. In addition, the Recycling Guide ad helped fulfill AT&T Barter Agreement obligations. About 274,714 newsletters were distributed to garbage customers in 2012.
- **Newspaper and online banner ad advertising: PG&E Fluorescent lamp Take-Back grant funded and E-waste revenue funded**  
Newspaper and online ads were utilized to supplement radio advertising for e-waste events and to advertise PG&E Fluorescent Lamp retail take-back locations. Spanish language outreach also utilized newspaper.

**Table 7: Newspaper and online advertising 2012**

Date of advertisement	Area	Ad summary	Topic of advertising
January	Sonoma County Kenwood	Sonoma Seniors Kenwood Press	E-waste
February	Cloverdale	Cloverdale Reveille	E-waste
April	Sonoma County + online	Press Democrat	Fluorescent Lamp Take-Back
May	Cloverdale	Ad in Cloverdale Reveille	Fluorescent Lamp Take-Back

	Sonoma County Sonoma Healdsburg Windsor Sonoma County	North Bay Bohemian Sonoma West Times (3 weeks) The Healdsburg Tribune (3 weeks) The Windsor Times (3 weeks) Superior Bi-lingual Newspaper	
June	Sonoma County Sonoma County Sonoma County	North Bay Bohemian Sonoma County Gazette Sonoma Seniors Today	Fluorescent Lamp Take-Back
July	Sonoma County	Superior Bi-lingual Newspaper	Fluorescent Lamp Take-Back
October	Sonoma County	Superior Bi-lingual Newspaper	Fluorescent Lamp Take-Back
December	Sonoma County	The Press Democrat	E-waste

- **Articles/press:** Agency staff wrote articles that appeared in print and in online journals.

**Table 8: Articles published in 2012**

Date	Publication	
April	Russian River Water Association Environmental column	"Carryout Bags: Convenience with Consequences" by Lisa Steinman, Agency staff <a href="http://www.rrwatershed.org/sites/default/files/RRWA_EnvCol_Apr2012_Plastic%20Bags.pdf">http://www.rrwatershed.org/sites/default/files/RRWA_EnvCol_Apr2012_Plastic%20Bags.pdf</a>
December	Russian River Water Association Environmental column	"After the Holidays: Electronic Waste Recycling" by Lisa Steinman, Agency staff <a href="http://www.sonomacountygazette.com/cms/pages/sonoma-county-news-article-927.html">http://www.sonomacountygazette.com/cms/pages/sonoma-county-news-article-927.html</a>

## **Radio advertising**

- **English radio advertising: PG&E Fluorescent lamp Take-Back grant funded and E-waste revenue funded**  
Radio, using Maverick Media's, was used to advertise e-waste collection events in communities where utility bill inserts were unavailable, to advertise PG&E fluorescent lamp retailer locations and to advertise used oil/filter recycling options for do-it-yourselfers. Agency website and Eco-Desk information was incorporated in radio creative.

**Table 9: English radio advertising 2012**

Month	Stations	Program
January	KSRO/KVRV (the River)	Santa Rosa E-waste event promotion
February	KSRO/KVRV (the River)	Cloverdale E-waste event promotion
March	KSRO/KVRV (the River)	Sebastopol E-waste event promotion
April-May	KSRO/KVRV (the River)	PG&E Fluorescent Lamp Take-Back program
August	KSRO/KVRV (the River)	Roseland E-waste event promotion
October	KSRO/KVRV (Froggy)	PG&E Fluorescent Lamp Take-Back program

- **Spanish radio interviews: Partially Used Motor Oil grant funded**  
C2 Alternative Services with Hugo Mata conducted periodic radio interviews under the Spanish Language Outreach contract.

**Table 10: Spanish radio advertising 2012**

Date of interview	Radio station	Length/format of interview
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Aug 24	Exitos Radio 98.7FM	30-minute live interview.
Sept. 13	Radio Lazer 107.1FM/ La Mejor 104.1FM	30-minute pre-recorded interview aired on two radio stations.
Sept. 26	Exitos Radio 98.7FM	30-minute live interview.
Nov. 14	Exitos Radio 98.7FM	30-minute live interview.

### **On-line advertising**

- **Facebook and Twitter:**

The Agency maintains a Facebook page <http://www.Facebook.com/RecycleNow.org/> and Twitter page @\_RecycleNow which are used mostly to promote upcoming ewaste events, share articles and stories. The #recyclenow hashtag keyword is used when tweeting to keep track of comments. Currently, there are 164 followers on Twitter and 127 likes on Facebook.

- **Web site visitors at [www.recyclenow.org](http://www.recyclenow.org):**

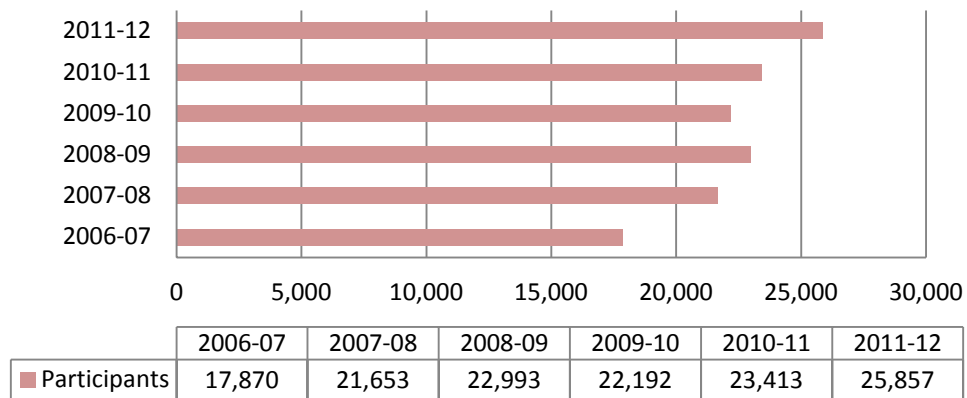
In 2012, the web site had 101,400 visitors viewing 273,892 pages. Statistical data using Google Analytics can be found in Agenda item 11.2c of this packet. Additions to the website included a page for Mandatory Commercial Recycling <http://www.recyclenow.org/business/commercial.asp> and the PaintCare program <http://www.recyclenow.org/toxics/paint.asp>

### **Results**

There are number of factors that illustrate the effectiveness of the aforementioned education efforts:

- Although collection of used oil was slightly down from last year (a trend probably related to economic conditions and also to modern cars requiring less frequent oil changes) collection of filters increased dramatically by 28%. This brings our ratio of filters collected per gallon of oil very close to a target goal set two years ago, of a filter for every 2 gallons of oil. Total collections: used motor oil 105,747 gallons, 53,199 oil filters.  
*Source: Data collected by C2Alternative Services as required by CalRecycle for the annual Used Oil Block Grant and OPP report.*
- Because of the expansion of retail options for residents to drop off fluorescent lamps through the PG&E grant funded program, the Agency experienced a decreased in disposal costs in FY 11-12 for fluorescent lamps, compared to FY 10-11. In addition, the pounds of fluorescent lamps collected in Sonoma County increased by 15% in this same time period. A more detailed report on the fluorescent lamp program can be found in Agenda item 11.2e of this packet.
- The English Eco-Desk 565-3375 received 2,149 calls/ email inquiries in 2012, a 22% increase from 2011 where 1,759 calls/email inquiries were received. Also, visitors to the Agency's website increased from 2011 to 2012 by 20%. Mandatory Commercial Recycling outreach efforts likely contributed to these increases.
- Use of the Household Toxics Facility and related program continues to rise. The percent change from FY 06-07 to FY 11-12 was a 44.7% increase. Between FY 10-11 to FY 11-12, there was a 10.4% increase.

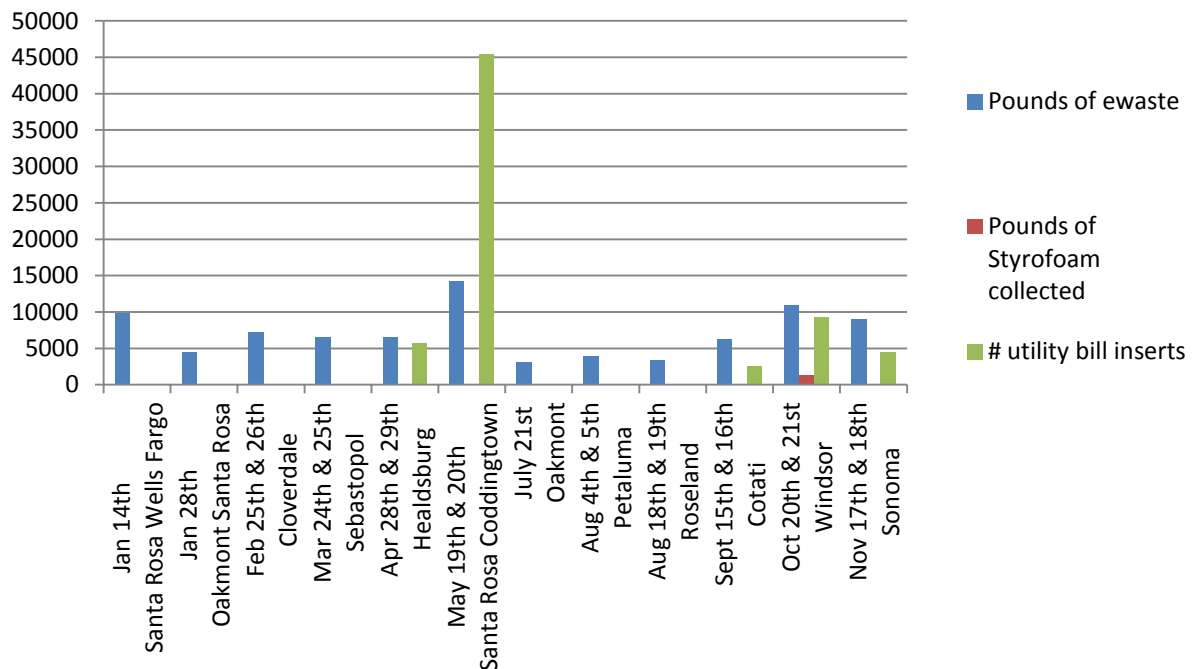
**Figure 7: Number of households participating in the Agency's Household Toxics Programs 2006-07 to 2011-12**



- Collection of formed Styrofoam at select ewaste events was piloted in 2012 in Cotati, Windsor and in Sonoma through an agreement with a Styrofoam recycling vendor, DART. Styrofoam collected per event: Cotati 134 pounds, Windsor 1,279 pounds and Sonoma 137 pounds. According to DART, good volume was collected at the Cotati and Windsor events. The Sonoma event suffered from inclement weather.

There continues to be some correlation with the distribution of utility bill inserts and the number of pounds of e-waste collected at corresponding events. See chart below.

**Figure 8: Pounds of ewaste & Styrofoam collected per event, including advertising through utility bill inserts**



III. FUNDING IMPACT

There are no new funding impacts resulting from this report.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

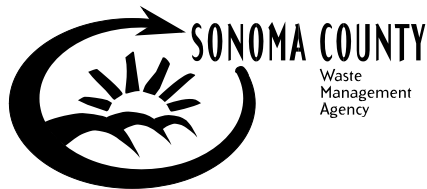
This transmittal is for informational purposes only. No action is requested of the Board.

V. ATTACHMENTS

There are no attachments.

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





Agenda Item #: 13.2.e  
 Cost Center: Education  
 Staff Contact: Chilcott  
 Agenda Date: 1/16/2013

## ITEM: Fluorescent lamp take-back PG&E grant program report

### I. BACKGROUND

At the end of their life, disposal of fluorescent lamps presents a challenge as they contain toxic mercury vapors. According to the California Products Stewardship Council, only two percent of CFLs are recycled in the U.S., and most are crushed en route to landfills and incinerators, releasing mercury vapors that escape into the air and precipitate into our streams and rivers. Mercury residue in landfills forms methyl mercury gas, which is especially toxic. In 2006, California's Universal Waste Regulations went into effect and fluorescent lamps were banned from landfill disposal. The Agency spends over \$100,000 per month to manage products banned from landfill disposal, with use of the Household Toxics Facility and related programs increasing each year. There was a 44.7% percent change increase in the number of households participating in the Agency's Household Toxics Programs from FY 06-07 to FY 11-12; between FY 10-11 to FY 11-12, there was a 10.4% increase. Specific to fluorescent lamps recycling/disposal costs, the Agency spent in FY 07-08, \$27,471, in FY 08-09 \$29,392, in FY 09-10 \$33,714, in FY 10-11, \$36,078 and in FY 11-12 \$34,027.

Recycling is the very best waste management strategy for fluorescent lamps and CFLs as recycling unbroken lamps captures the mercury vapor, which can be reused in new lamps. Due to advanced recycling procedures, 99% of an old fluorescent lamp can be recycled into a new fluorescent lamp.

The SCWMA recognizes that Extended Producer Responsibility (EPR) is a waste management approach that will assist in managing waste products by shifting responsibility for discarded products away from local governments to the manufacturers. In support of this goal, staff time on EPR efforts have been budgeted in the Agency's annual Work Plans. In lieu of a national or California fluorescent lamp EPR law and/or program, Agency staff sought short-term solutions to expand opportunities for public collection of spent fluorescent lamps, thereby reducing the financial burden on the Agency and its ratepayers.

On August 23, 2010, the Agency was awarded a one-time \$7,500 grant from the PG&E Corporation Foundation. The program was intended to recruit additional locations to capture fluorescent lamps from the residential sector, not business waste. The scope of work for the program was based on the philosophy of encouraging EPR, and offering retailers limited time recycling/disposal cost reimbursement. Grant monies were expended by the end of 2010.

Figure 1: Posters English & Spanish for the Voluntary Fluorescent Lamp Take-Back



In 2011, building upon work completed with the Agency's 2010 PG&E grant project, PG&E selected Sonoma and Napa Counties to receive \$80,000 each to expand the number of drop-off locations for spent CFLs and 4-foot fluorescent lamps for residents (English and Spanish speaking) in Sonoma County. The following summarizes how the collection of fluorescent lamps has changed over time, including Board actions related to the PG&E grant projects:

**Table 1: Major milestones in fluorescent lamp recycling infrastructure in Sonoma County**

<b>Year</b>	<b>What changed</b>	<b>Collection opportunities for fluorescent lamps in Sonoma County</b>
2006	California's Universal Waste Regulations went into effect and fluorescent lamps were banned from landfill disposal.	<b>Agency Household Toxics Facility</b> and related programs (CTC, Toxics Rover, CESQG).
2007-2009	Some stores volunteered to accept lamps from residences. By 2009, there were a number of stores voluntarily taking back fluorescent lamps.  By 2010, however, OSH requested that Agency advertising be discontinued for their store.	<b>8 retail locations:</b> <b>Cotati:</b> True Value Hardware <b>Guerneville:</b> True Value Hardware <b>Santa Rosa:</b> Friedman's Home Improvement <b>Sebastopol:</b> Sebastopol Hardware Center <b>Sonoma:</b> Friedman's Home Improvement <b>Petaluma:</b> OSH + <b>Agency Household Toxics Facility</b> and related programs (CTC, Toxics Rover, CESQG).
2010	Home Depot began accepting CFL lamps unrelated to the PG&E program efforts.  On April 27, 2010 the Agency applied for a one-time \$7,500 grant from the PG&E Corporation Foundation. On August 23, 2010, the Agency received a funding notice and was paid in full. The project was completed by the end of 2010. As a result 7 new retail locations were recruited to accept fluorescent lamps. Stores were responsible for paying disposal costs.	<b>8 retail locations:</b> <b>Cotati:</b> True Value Hardware <b>Guerneville:</b> True Value Hardware <b>Rohnert Park:</b> Home Depot <b>Santa Rosa:</b> Friedman's Home Improvement, Home Depot <b>Sebastopol:</b> Sebastopol Hardware Center <b>Sonoma:</b> Friedman's Home Improvement <b>Windsor:</b> Home Depot + <b>Agency Household Toxics Facility</b> and related programs (CTC, Toxics Rover, CESQG).
2011	Lowes began accepting CFL lamps unrelated to the PG&E program efforts.	<b>15 retail locations:</b> <b>Boyes Hot Springs:</b> Parsons Lumber & Hardware <b>Cotati:</b> Lowes, True Value Hardware <b>Geyserville:</b> Bosworth and Son General Merchandise <b>Guerneville:</b> True Value Hardware <b>Healdsburg:</b> Healdsburg Lumber Company <b>Rohnert Park:</b> Home Depot <b>Santa Rosa:</b> Bennett Valley Ace Hardware, Friedman's Home

		<p>Improvement, Home Depot, Montecito True Value Hardware, True Value Hardware Larkfield</p> <p><b>Sebastopol:</b> Sebastopol Hardware Center</p> <p><b>Sonoma:</b> Friedman's Home Improvement</p> <p><b>Windsor:</b> Garrett Hardware of Windsor, Home Depot</p> <p>+</p> <p><b>Agency HouseholdToxics Facility</b> and related programs (CTC, Toxics Rover, CESQG).</p>
2011-2012	<p>The Agency was awarded a \$80,000 grant from PG&amp;E in fall 2011. By 2012, 11 new retail locations, including 4 Spanish language locations, were recruited to accept fluorescent lamps. Originally, \$52,000 was allocated for disposal cost infrastructure.</p> <p>At the May 18, 2011 meeting, Board members approved a \$80,000 purchase order agreement between PG&amp;E and the Agency.</p> <p>At the August 17, 2011 meeting, Board members approved an Agreement for Service with Mercury Disposal Systems, Inc. (MDS) to provide infrastructure mail-back kits to businesses participating in the program.</p> <p>In December 2011, Agency staff contacted PG&amp;E expressing concern that in the four months the program was operating (September 2011-December 2011), participating stores tallied \$16,349 in disposal costs or on average \$4,087 per month. At this rate, the \$52,000 disposal contract funds would be fully expended by August/September 2012.</p> <p>In response, PG&amp;E issued a change order to its contract with the Agency, Contract No. 2500484055, to add an additional \$27,000 to the award amount for disposal infrastructure. The contract amendment between PG&amp;E and the Agency was executed on February 2, 2012.</p> <p>At the May 16, 2012 meeting, Board members approved the first amendment with MDS increasing their contract amount from \$52,000 to \$79,000.</p> <p>An estimated \$24K in unspent infrastructure disposal funds earmarked for MDS are projected remaining after December 31, 2012. In response, the PG&amp;E grant manager approved the Agency bill for this amount with the intent of supporting participating stores into May or June 2013, or until funds are expended.</p> <p>As provided in the contract terms between the Agency and MDS, on December 27, 2012 the Agency Executive Director approved the second amendment with MDS increasing their contract term 6 months, to expire June 30, 2013.</p>	<p><b>26 retail locations:</b></p> <p><b>Aqua Caliente:</b> Nuestra Voz of Sonoma/Our Voice of Sonoma</p> <p><b>Boyes Hot Springs:</b> Parsons Lumber &amp; Hardware</p> <p><b>Cloverdale:</b> Cloverdale Ace Hardware</p> <p><b>Cotati:</b> Lowes, True Value Hardware</p> <p><b>Geyserville:</b> Bosworth and Son General Merchandise</p> <p><b>Graton:</b> Graton Day Labor Center</p> <p><b>Guerneville:</b> True Value Hardware</p> <p><b>Healdsburg:</b> Garrett Hardware Healdsburg, Healdsburg Day Labor Center, Healdsburg Lumber Company</p> <p><b>Occidental:</b> Occidental Hardware</p> <p><b>Petaluma:</b> OSH</p> <p><b>Rohnert Park:</b> Home Depot</p> <p><b>Santa Rosa:</b> Bennett Valley Ace Hardware, Friedman's Home Improvement, Home Depot, The Lamp and Shade Shop, Montecito True Value Hardware, OSH, True Value Hardware Larkfield</p> <p><b>Sea Ranch:</b> Sea Ranch Supply</p> <p><b>Sebastopol:</b> Sebastopol Hardware Center</p> <p><b>Sonoma:</b> Friedman's Home Improvement</p> <p><b>Windsor:</b> Garrett Hardware of Windsor, Home Depot</p> <p>+</p> <p><b>Agency HouseholdToxics Facility</b> and related programs (CTC, Toxics Rover, CESQG).</p>
2013	In December 2012, Agency staff emailed each store a	<b># retail locations TBD:</b>

	summary of their disposal costs since the inception of the program. Continued participation in the program is at their discretion. As a courtesy, MDS offered offered stores discounted Agency disposal pricing.	Because of high disposal costs, it is expected that many of these locations will discontinue accepting lamps after PG&E support for disposal has ended. The 2013 Recycling Guide will reflect these changes.
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## II. DISCUSSION

### **Program summary**

The objective of the “Fluorescent Lamp Recycling Regional Outreach Program” with PG&E was to expand the number of drop-off locations for spent CFLs and 4-foot fluorescent lamps for residents (English and Spanish speaking) in Sonoma County. For public convenience, targeted drop-off locations were home improvement stores chosen by geographic distribution.

Overall, 11 new locations (7 English locations and 4 Spanish language locations) were recruited. To demonstrate their commitment to the program, Recycling Partners signed a Participation Agreement Letter and completed a Recycling Partner Material Request Form. The types of lamps collected was at the store’s discretion, with most of the stores accepting residential quantities of CFLs and 4-foot lamps. Upon request, stores received pre-paid collection/recycling boxes from Mercury Disposal Systems (MDS). MDS was selected as the disposal vendor as they operate similar disposal programs with government agencies and PG&E in other CA jurisdictions. For promotion, bilingual publicity was conducted through radio, newspaper, online and in Agency publications (i.e., Sonoma County Recycling Guide 2012). A special one-day take-back event held simultaneously at three of the retail locations enhanced publicity efforts. In addition, stores were provided with Agency literature including Recycling Guide, Toxics Disposal Brochure and Eco-Desk business cards. MDS provided monthly tallies of lamps collected by store and related costs as required by PG&E for monthly billing and program status reports.

Work was accomplished primarily by Agency staff with the help of contractors as summarized below. \$4,000 in Agency staff time was reimbursed through this grant.

### **Budget**

**Table 2: Program budget**

<b>2011-2012 PG&amp;E Fluorescent Lamp Recycling Regional Outreach Program in Sonoma County</b>				
		WHO PERFORMS THE WORK	ORIGINAL GRANT BUDGET	AMENDED GRANT BUDGET (February 2, 2012)
Task 1	Administration	Agency Staff	\$4,000	
Task 2	Spanish language store recruitment and support	Contractor: C2 Alternative Services	\$4,000	
Task 3	Outreach activities			
	Conduct promotion event English radio, newspaper and on-line media	Agency Staff	\$450	
	English radio, newspaper and on-line media	Agency staff and Contractors (Various)	\$14,750	
		Contractor: C2 Alternative Services	\$4,000	
Task 4	Enhance disposal infrastructure	Contractor Mercury Disposal Systems (MDS)	\$52,000	\$27,000
Task 5	Final report	Staff	(Included in Task 1)	
<b>TOTAL</b>			<b>\$80,000</b>	<b>\$107,000</b>



## Publicity (September 2011-December 2012)

- **Press releases distributed** on June 28, 2011 and on September 8, 2011.
- **449 paid 60-second English radio commercials aired on Maverick Media**  
With a script provided Agency staff and PG&E, Maverick produced three professional 60-second radio spot versions for the North County, Santa Rosa and Sonoma/West County areas. In November of 2011, 198 commercials aired on 97.7 The River and KSRO. In 2012, 251 commercials aired April-October on Froggy 92.9 and KSRO.
- **35 paid English newspaper ads and online ads**  
In 2011, 17 print ads appeared September-October in the Argus Courier, Cloverdale Reveille, Kenwood Press, North Bay Bohemian, Sonoma County Gazette, Sonoma Seniors Today, Sonoma News, Sonoma West Times, The Healdsburg Tribune, The Windsor Times and The Press Democrat. Online ads appeared on North Bay Bohemian, Petaluma360.com, Sonoma News and The Press Democrat. In 2012, 18 print ads appeared May-June in the Cloverdale Reveille, North Bay Bohemian, Sonoma County Gazette, Sonoma Seniors Today, Sonoma News, Sonoma West Times, The Healdsburg Tribune, The Windsor Times and The Press Democrat. An online ad appeared in the Press Democrat's special Earth Day 2012 issue.
- **244 60-second Spanish radio commercials and interviews aired on Radio Lazer 107.1 El Patron 1460AM and Exitos KXTX FM 98.7**  
El Patron 1460AM Spanish radio produced 60-second commercials script mirroring the English radio ads, while Exitos KXTS FM 98.7FM aired two 30-minute interviews which included this subject. In 2011, 150 commercials aired October 2011-March 2012 on Radio Lazer 107.1 FM and La Mejor 104.1 FM. They also included information on this program during three pre-recorded radio interviews. In 2012, 94 commercials aired May-July on El Patron 1460AM. Public Service Announcement (PSAs) sent to Radio Lazer 107.1FM and La Mejor 104.1 FM, KBBF "La Nuestra" 89.1 FM, El Patron 1460AM and KXTS 98.7 FM.
- **9 paid Spanish newspaper ads**  
In 2011, 6 ads appeared October 2011-March 2012 in the monthly Periodico Impulso newspaper. In 2012, 3 ads appeared May-October 2012 in the tri-annual Superior Bi-lingual Newspaper. Ad artwork was created by Agency staff; Spanish radio media buys were organized by Hugo Mata with C2 Alternative Services.
- **16,292 utility bill inserts** listing fluorescent lamp drop-off locations distributed in 2012 to city utility bill customers in the Cotati (2,547 inserts), Windsor (9,245 inserts) and Sonoma (4,500 inserts).
- **Online English and Spanish newspaper articles** Cloverdale Reveille article published September 14, 2011, GoLocal article published online September 15, 2011  
[http://sonomacounty.golocal.coop/stories/sonoma\\_county\\_expands\\_residential\\_fluorescent\\_la](http://sonomacounty.golocal.coop/stories/sonoma_county_expands_residential_fluorescent_la)

**Figure 2: Press Democrat online ad April 2012**

The click through rate for the half-page banner ad with the Press Democrat that ran 4/18/12-4/24/12 was .22 or 98 clicks with 44,518 impressions. The national average for click-thru rates on digital display advertising ranges from .01%-.03%. So this ad performed 7x higher than the national average.



mp take back program with pg e/348/, April 15, 2011 article at <http://www.elsuperior.com/5.htm> and November 2011 article at [http://impulsonews.com/pagina\\_10.html](http://impulsonews.com/pagina_10.html)

- **Full-page fluorescent lamp page in English and Spanish 2012 Sonoma County Recycling Guides.** Overall, 32,000 English and 18,000 Spanish Guides were distributed in 2012.
- **Expanded Agency website dedicated fluorescent lamp page** <http://recyclenow.org/toxics/fluorescent.asp>.
- **3,500 fluorescent lamp handouts** listing take-back locations distributed at Agency events at the end of 2011 and throughout 2012. These handouts were also distributed to multifamily apartment residents as part of Mandatory Commercial Recycling (MCR) outreach.
- **One-day Fluorescent Lamp Take-Back event at three retail locations**  
Oct. 20, 2012, a “Fluorescent Lamp Take-Back Event” was conducted simultaneously at Friedman’s Home Improvement in Santa Rosa, at Healdsburg Lumber Company and at True Value Hardware of Larkfield. Publicity included radio, bag stuffers and posters. “Ask an expert” bi-lingual Agency staff manned in-store displays.
- **Schools flier distributed to district offices via listserve** The Sonoma County Office of Education forwarded a specially created flier listing fluorescent lamp recycling locations to all the District Executive Assistants for distribution.

**Figure 3: Oct 20, 2012 fluorescent lamp take-back display at Friedman's Home Improvement**



## **Results:**

- From September 2011 to December 2012, 23,197 CFLs, 21,836 4-foot lamps and 2,789 8-foot lamps have been collected in Sonoma County as a result of this program. PG&E established a 20% recovery goal for 12-months, based on population. The Agency nearly met this goal by recovering 18% in one calendar year.

**Table 3: PG&E's 20% recovery goal for Sonoma County for FY 11-12**

Baseline Data 2009*		
<b>CA Population**</b>	36,961,664	
<b>Sonoma Population:**</b>	472,102	
<b>Percent of CA Pop:</b>	1.2773%	
<b>Number of Lamps Entering Waste Stream in CA in 2009:***</b>	15,000,000	
<b>Estimated Sonoma Portion</b>	191,595	
<b>2011-2012 Annual Recovery Goal</b>	38,319	<b>Actual recovery 34,172****</b>

\* 2009 data was used to establish initial recovery goal in CPUC filing. For purposes of this pilot, 2009 will serve as the baseline year for all calculations.

\*\* Source: <http://quickfacts.census.gov/qfd/states/06/06097.html>

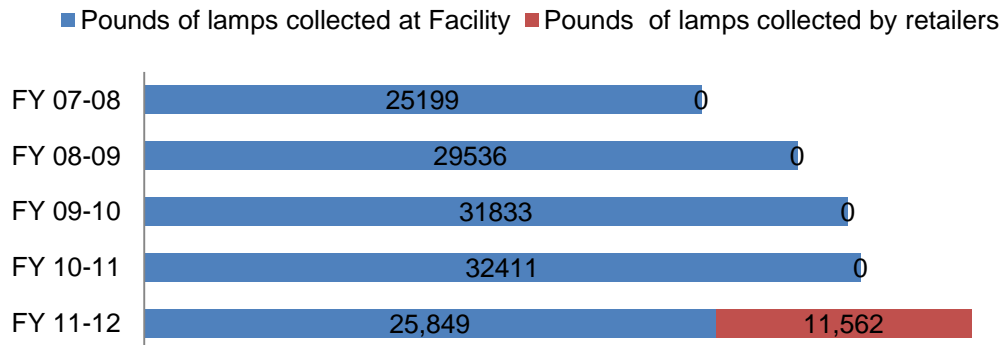
\*\*\* Source: AB 1109: Lighting Task Force Report.

[http://www.dtsc.ca.gov/HazardousWaste/UniversalWaste/upload/ab1109\\_final.pdf](http://www.dtsc.ca.gov/HazardousWaste/UniversalWaste/upload/ab1109_final.pdf), September, 2008. P. 4.

\*\*\*\*Program ran from September 2011-December 2012, so data for FY 11-12 is not available. This figure represents data for the calendar year January-December 2012.

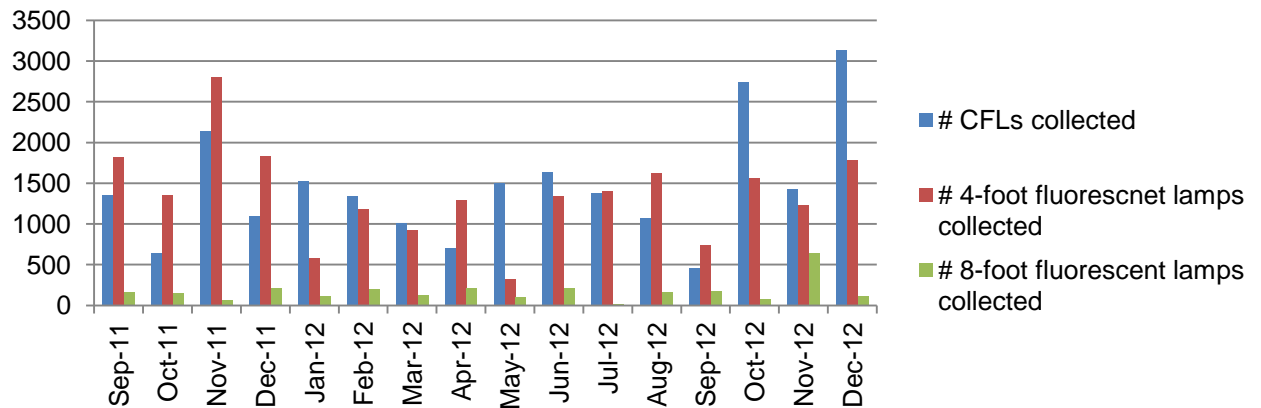
- Because of the expansion of retail options for residents to drop off fluorescent lamps, the Agency experienced a decreased in disposal costs in FY 11-12 for fluorescent lamps, compared to FY 10-11. In addition, the pounds of fluorescent lamps collected in Sonoma County increased by 15% in this same time period.

**Table 4: Pounds of lamps collected at the Agency's Household Toxics Facility and by retailers (FY 11-12 estimate)**



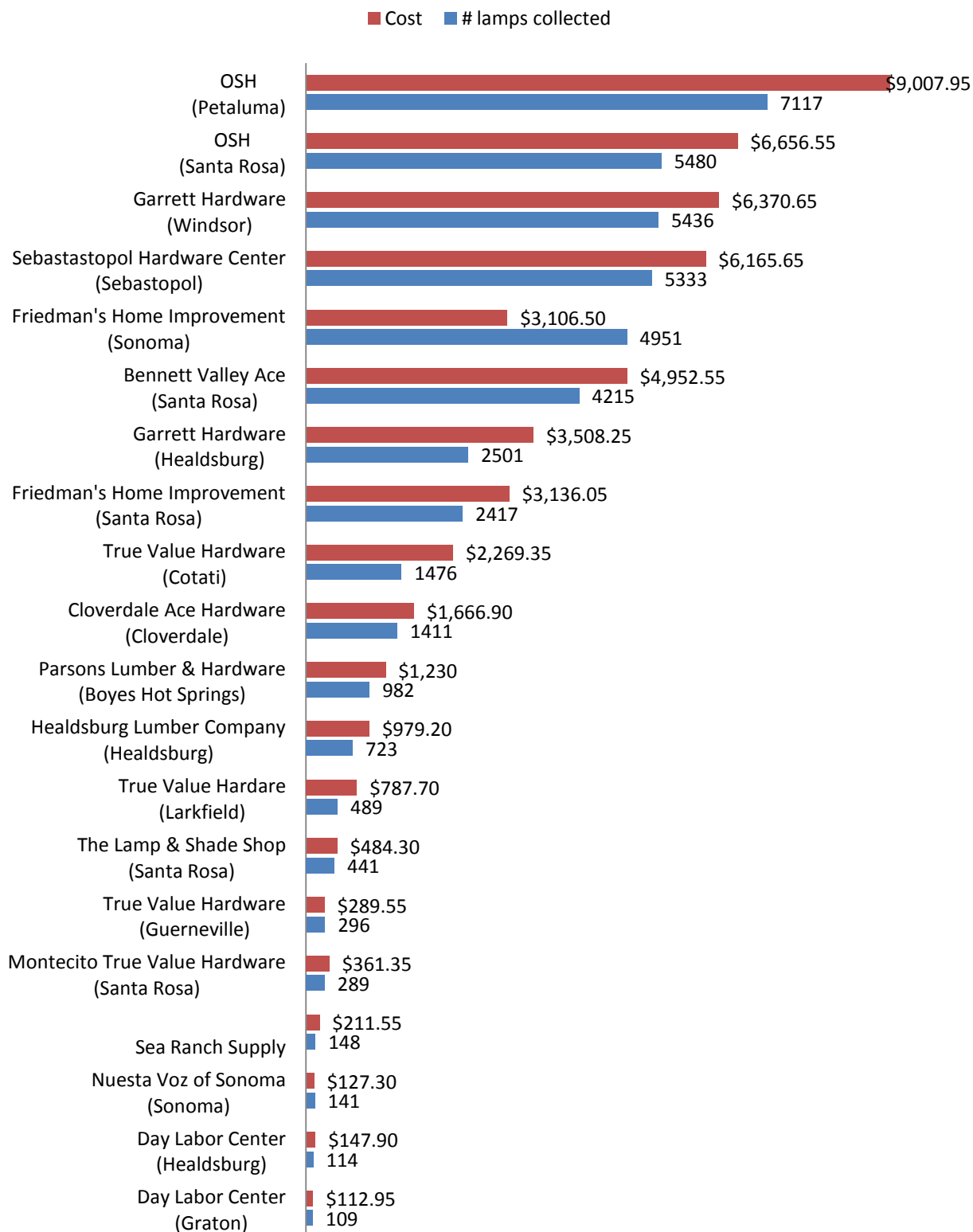
- Program advertising was concentrated in November 2011 and in October 2012. However, the high volume of lamps collected in late 2012 likely resulted from retailer notification that the program was ending and retailer stockpiles.

**Table 5: Number of fluorescent lamps collected in Sonoma County per month**



- OSH Petaluma and Santa Rosa stores received the largest number of lamps likely because they have been collecting lamps since 2009. Garrett Hardware Windsor and Bennett Valley Ace Hardware, having begun collection in August 2011, proved to be popular drop-off locations. Locations that did not incur any disposal costs included Occidental Hardware, Bosworth and Son General Merchandise in Geyserville,

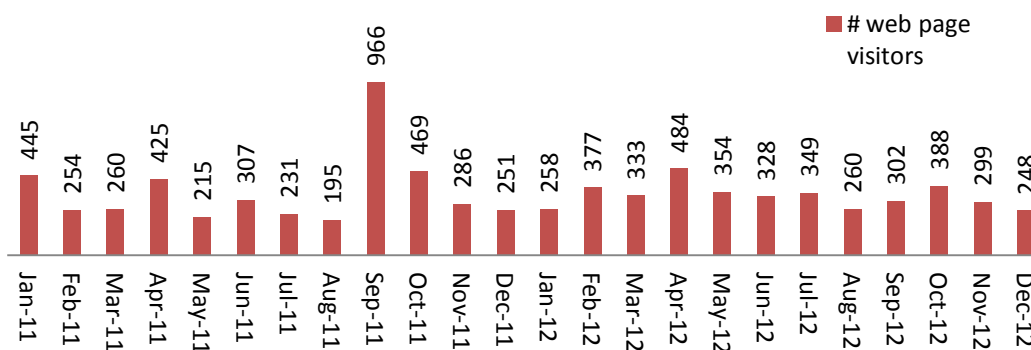
**Table 6: Sept. 2011-Nov. 2012 Fluorescent lamps collected and cost per location**





- Advertising through radio, newspaper and press releases likely contributed to the increase in fluorescent lamp web page visitors in September 2011.

**Table 7: Number of visitors to the Agency fluorescent page**  
<http://www.recyclenow.org/toxics/fluorescent.asp> per month



### **Program continuation**

Over the past two years, this grant opportunity has helped reduce the Agency's costs for fluorescent lamp disposal while greatly increasing the pounds collected of residentially generated fluorescent lamps. Anticipated EPR legislation for fluorescent lamps has not come to fruition.

- Vetoed Oct. 2010 (AB 1173 (Huffman) - Fluorescent Lamp Toxics Reduction and Recycling Act) fluorescent lamp take-back program  
[http://www.cawrecycles.org/issues/current\\_legislation/ab1173\\_09](http://www.cawrecycles.org/issues/current_legislation/ab1173_09) Would have created a free and convenient program for consumers to properly dispose of residential fluorescent lights (RFL).
- Watch status. SB 589 (Lowenthal) - Fluorescent Light Recycling SB 589 would establish a product stewardship program for mercury-containing lamps.  
[http://www.cawrecycles.org/issues/current\\_legislation/sb589\\_11](http://www.cawrecycles.org/issues/current_legislation/sb589_11)

An estimated \$24,000 in unspent infrastructure disposal funds earmarked for MDS is projected to remain after December 31, 2012. In response, the PG&E grant manager approved the Agency bill for this amount with the intent of supporting participating stores into May or June 2013, or until funds are expended. Through the authority granted in the contract terms between the Agency and MDS, on December 27, 2012 the Agency Executive Director approved the second amendment with MDS increasing their contract term 6 months, to expire June 30, 2013. Based on projected disposal costs, participating stores will be supported between 4-6 months. If money remains past 6 months, Agency staff will seek to Board approval to extend the agreement terms with MDS.

In December 2012, stores were emailed a summary of their disposal costs to date, and MDS offered to continue discounted disposal rates, the same as what the Agency has been paying through the PG&E grant. Helen Parsons, Owner of Parsons Lumber, a small independent hardware store in Boyes Hot Springs on December 24, 2012, stated that "our customers have grown accustomed to recycling their lamps at our store over the past two years. However without reimbursed disposal costs, the store cannot continue the program." According to John Burnett, owner of MDS, "There have been few issues or store complaints. Locations seem to be steadily sending in boxes and using the program as intended."

Other jurisdictions, including Napa County and Santa Cruz Counties are planning to financially support stores after 2013. Historically, Agency Boardmembers have not supported funding ongoing

disposal costs for materials banned from the landfill disposal in favor of an EPR approach. Unless, the Agency Board elects to extend the program, it is expected that many of the locations will drop out.

III. FUNDING IMPACT

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

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This item is only informational and there is no recommended action.

V. ATTACHMENTS

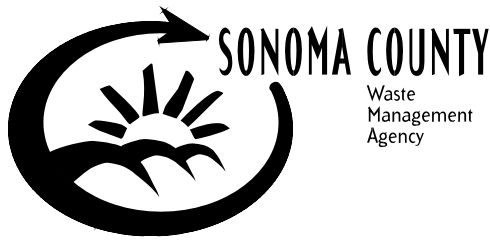
There are no attachments.

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

## SCWMA Agenda Plan Worksheet

Note: Planned topics other than regular scheduled subjects are listed under the appropriate meeting date (in italics).

Month	2012		2013		2014		Regular Scheduled Topics by Month:	
	Plan	Actual	Plan	Actual	Plan	Actual		
January		1/18/2012 <i>Comp pub hrg</i>		1/16/2013	1/15/2014		Elect officers	Education summary reports
February		2/15/2012		2/20/2013 <i>Comp contr Bag Pub Hrg &amp; Comp EIR</i>	2/19/2014		Draft work plan	2nd Quarter financials      Recycle guide printing
March		3/21/2012 <i>HHW</i>		3/20/2013	3/19/2014		Final work plan	Draft budget
April		4/18/2012		4/17/2013 <i>Bags final EIR</i>	4/16/2014		Final budget	EPR update
May		5/16/2012 <i>Ewaste Coll      Ewaste Tran</i>		5/15/2013 <i>HHW</i>	5/21/2014 <i>Ewaste Coll</i>		Annual audit report	3rd quarter financials
June		6/20/2012 <i>Pet HHW Spanish      Oil Services</i>		6/19/2013	6/18/2014 <i>Spanish</i>			
July		7/18/2012		7/17/2013	7/16/2014		<i>Typically cancelled</i>	
August		8/15/2012      8/23/2012		8/21/2013	8/20/2014		Year end financials	
September		9/19/2012		9/18/2013	9/17/2014		Annual budget adjustments	
October		10/17/2012      10/24/2012 <i>Comp contr      Comp pub hrg</i>		10/16/2013	10/15/2014		EPR update report	
November		11/21/2012      12/5/2012 <i>HHW RFP</i>		11/20/2013	11/19/2014		1st quarter financials	
December		12/19/2012 <i>cancelled</i>		12/18/2013	12/17/2014		<i>Typically cancelled</i>	



**Agenda Item #: 13.2.g**  
**Cost Center: HHW**  
**Staff Contact: Steinman**  
**Agenda Date: 1/16/2013**

## **ITEM: PaintCare Report**

### **I. BACKGROUND**

In 2010, Governor Schwarzenegger signed AB 1343, a producer responsibility paint recycling bill, into law. California is the second state in the U.S. to pass producer responsibility legislation for paint. Oregon legislation (HB 3037) signed into law on July 23, 2009 requires manufacturers of architectural paint sold in Oregon to establish an industry managed and funded leftover paint stewardship program.

AB 1343 requires paint manufacturers to develop and implement a program to collect, transport, and process postconsumer paint to reduce the costs and environmental impacts of the disposal of postconsumer paint in California. California's program is modeled after the Oregon paint program.

Since the bill was signed into law, SCWMA staff had been participating in the Department of Resources Recycling and Recovery (CalRecycle) webinars and conference calls to discuss how the new paint recycling law would be rolled out in California.

### **II. DISCUSSION**

California's paint stewardship law was introduced on October 19, 2012. California's Program is being implemented by PaintCare, a nonprofit stewardship organization working on behalf of the paint producers. Retail take-back programs were the first to be implemented statewide with 340 new sites accepting paint from the public. There are currently 6 retail locations participating in Sonoma County. These sites are the Kelly Moore and Dunn Edwards stores located throughout the County. All the information on the program and locations can be found on the SCWMA website at [www.recyclenow.org](http://www.recyclenow.org). PaintCare is continuing to develop a more extensive network of paint drop-off locations. It is expected that there will be more Sonoma County locations participating. To fund this program, PaintCare Recovery Fees are added to the purchase price of architectural paints and coatings sold in California.

The new law also covers paint collected through Household Hazardous Waste (HHW) Facilities. SCWMA staff met with representatives from PaintCare at the HHW Facility to discuss how paint is managed at the Facility. SCWMA staff submitted a Letter of Intent, signed by the SCWMA Executive Director, expressing interest in participating in this program. SCWMA staff continues to have conversations with PaintCare on coordination between the new paint program and the SCWMA's existing HHW collection program. It is too soon to know how much cost savings the new program will have for the SCWMA but it is expected that disposal costs on the majority of paint collected through SCWMA's HHW program would be covered by PaintCare through a contract with the SCWMA.

In July 2012, a 50 page draft contract was sent by PaintCare to local government Household Hazardous Waste Programs Managers to review. SCWMA staff participated in "local government only" conference calls to discuss the contract. There were many flaws in the draft contract identified by multiple jurisdictions. Since many local governments had similar concerns about the draft contract, a small group of California County, Agency, and District Counsels worked together

on reviewing the draft contract to come up with language more likely to be acceptable to public agencies. This group's Revised Draft Paintcare Contract was sent to PaintCare in an attempt to resolve the issues. On December 19, 2012, SCWMA staff was notified that many of the issues had been resolved except for those related to indemnification and insurance.

The original goal of bringing the county attorneys together was to come up with a model contract with PaintCare that all jurisdictions could use. Unfortunately, the indemnity and insurance concerns are still unresolved. At this point, each jurisdiction will need to negotiate with PaintCare separately. SCWMA staff plans to begin negotiations directly with PaintCare to see if SCWMA staff, Agency Counsel, and PaintCare can agree on indemnification and insurance language suitable to the SCWMA.

SCWMA staff plans to come back to the Board with a draft contract, once these issues are resolved.

### III. FUNDING IMPACT

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

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

There is no recommended action resulting from this agenda item.

### V. ATTACHMENTS

None

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



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November 26, 2012

Lisa Steinman  
So. Co. Waste Management Agency  
2300 County Center Drive B-100  
Santa Rosa, CA 95403

Dear Lisa,

By all accounts, the S3 Conference held on November 13, 2012 was a valuable and viable forum which helped us advance our common goals of living within our environmental, economic and social means. Your contribution as a panelist was an important part of the S3 success.

Your work in helping our diverse community to understand and appreciate the impact and opportunities with municipal solid waste has been both inspirational and important as we help change the culture. As a colleague, and someone who has watched you improve your presentation skills over the years, I am pleased that I have this opportunity to tell you this formally. It was great to host a forum in which your expertise could be showcased. Thank you for your contributions.

It was great to see you at the conference. I am sure we will work together again soon!

Sincerely,



Dan Fredinick  
Project Development Manager  
City of Santa Rosa