

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

September 18, 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.

UNANIMOUS VOTE ITEM 8.2

AGENDA

<u>Item</u>	<u>Action</u>
1. Call to Order Regular Meeting	
2. Open Closed Session	
3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Government Code Section 54957 Title: Executive Director	
4. Adjourn Closed Session	
5. Introductions	
6. Agenda Approval	
7. Public Comments (Items not on the agenda)	
<u>Consent</u> (w/attachments)	Discussion/Action
8.1 Minutes of August 21, 2013 (Pg. 3)	
8.2 HHW Contract Modifications (PaintCare) (Pg. 8)	UNANIMOUS VOTE
8.3 LTF Bylaws Change (Pg. 16)	

Regular Calendar

- | | | |
|-----|---|---|
| 9. | Carryout Bag Ordinance Update (Pg.21)
[Carter](Attachments) | Discussion/Action
Contingency |
| 10. | Follow-Up Report on Compost Site Analysis (Pg. 25)
[Mikus](Attachments) | Discussion/Action
Organics |
| 11. | Executive Director Contract (Pg. 38)
[Coleson](Attachments) | Discussion/Action
All |
| 12. | <u>Attachments/Correspondence:</u> (Pg. 60) | |
| | 12.1 Director's Agenda Notes | |
| | 12.2 Reports by Staff and Others: | |
| | 12.2.a September and October 2013 Outreach Events | |
| 13. | <u>On file w/Clerk: for copy call 565-3579</u>
Resolutions approved in August 2013 | |
| 14. | Boardmember Comments | |
| 15. | Staff Comments | |
| 16. | Next SCWMA meeting: October 16, 2013 | |
| 17. | Adjourn | |

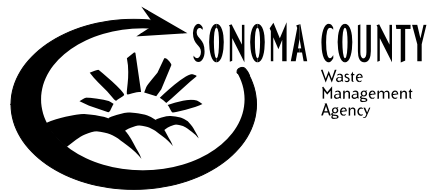
Consent Calendar: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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

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

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

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



Agenda Item

Minutes of August 21, 2013 Meeting

The Sonoma County Waste Management Agency met on August 21, 2013, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California

Present:

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

Bob Cox
Susan Harvey, Chair
Jim Wood
Dan St. John
John McArthur
Jennifer Phillips
Sue Kelly
Steve Barbose
Shirlee Zane
Debora Fudge

Staff Present:

Counsel
Staff

Recorder

Janet Coleson
Patrick Carter
Henry Mikus
Lisa Steinman
Charlotte Fisher

1. **Call to Order**
The meeting was called to order 8:00 a.m.
2. **Open Closed Session**
The Board convened the closed session in Room 7, Conference Room, of the City of Santa Rosa City Hall.
3. **Closed Session**
There were two topics of discussion at the closed session: Public Employee Performance Evaluation and Conference with Legal Counsel – Anticipated Litigation.
4. **Adjourn Closed Session**
There was no report from closed session.
5. **Introductions**
Board Members, Agency staff, and the audience introduced themselves.
6. **Agenda Approval**
There were no changes to the agenda.
7. **Public Comments (items not on the agenda)**
None.

Consent (w/attachments)

8.1 Minutes of May 15, 2013

8.2 FY 12-13 Year End Financial Report

8.3 UCCE Renewal

Jennifer Phillips, City of Santa Rosa, noted that administration costs in Item 8.2 were noticeably below budget due to being short-staffed, and thanked staff for stepping up and filling the vacancies with their own efforts.

Approval of the Consent Calendar was moved by Jim Wood, City of Healdsburg, and seconded by Debora Fudge, Town of Windsor. The motion passed unanimously.

Regular Calendar

9. Carryout Bag Ordinance Update

Patrick Carter, Agency staff, reported that five Agency Board members had direction to vote affirmatively on a countywide carryout bag waste reduction ordinance. Staff would attempt to visit the remaining five jurisdictions prior to the September 18, 2013 Agency meeting at which staff would either present the Final EIR for certification and carryout bag waste reduction ordinance to begin the adoption process, or provide another update on the issue.

Board Questions

None.

Public Comment

None.

Board Discussion

Shirlee Zane, County of Sonoma, requested that staff expedite the process. Ms. Zane indicated there was strong public support for the ordinance and there was frustration at how long the process has taken.

No action was taken on this item.

10. Report on Compost Site Analysis

Henry Mikus, Executive Director, noted that a handout had been distributed to Board members at this meeting which included site layouts for Site 40 and the Central Disposal Site Alternative. Mr. Mikus discussed the subjects for consideration including cost to obtain a site, site development costs, site construction costs, transportation costs from outlier collection locations, site capacity and growth potential, cost of utilities, water supply, storm water management, ease of public access, operation autonomy, fee structure, land use and zoning, permitting, risk factors, and neighborhood impacts. Mr. Mikus believed there was a significant amount of material to consider and recommended the Board accept the information and discuss the item again at the September 18, 2013 Agency meeting.

Board Questions

Steve Barbose, City of Sonoma, asked whether the Agency could lease a portion of Site 40 and allow for the continued agricultural use for the remainder of the site. Mr. Mikus replied affirmatively.

Ms. Zane asked Susan Klassen, County of Sonoma, to clarify whether the County concession fees were still subject to negotiation, whether food waste was included in the Master Operations Agreement with Republic Services, and more information about what Republic is required to grading at the proposed compost site at the Central Disposal Site.

Ms. Klassen replied that concession fees were still under negotiation, but added that the concession fees cover fixed costs with the County. If concession fees were removed from organic materials, it would increase the concession fee amount on garbage. Waste delivery agreements include food waste. Republic Services is required to grade the proposed Central Compost Site, but not prepare the site completely for Agency use.

Susan Harvey, City of Cotati, asked for elaboration on surcharge and convenience fees. Ms. Klassen replied that the surcharge was the Agency's surcharge, and the convenience fees covers liabilities on the seven closed former landfill sites in Sonoma County and some further liabilities related to the Central Disposal Site.

Jim Wood, City of Healdsburg, asked whether there was a difference in timelines between Site 40 and the Central Disposal Site. Mr. Mikus, replied that each site has time delays at different points, so both sites would be expected to be complete at relatively the same time.

Deborah Fudge, Town of Windsor, asked about relative greenhouse gas emissions for each site. Mr. Mikus replied that that was studied in the EIR and would present it at the next Agency meeting.

Jennifer Phillips, City of Santa Rosa, asked about the fundamental differences in site development costs. Mr. Mikus replied that the excavation costs were higher for Central than Site 40, the access roads were a greater cost at Site 40 than Central, different site footprints, reuse of office area at the Central Disposal Site instead of a new office area at Site 40.

John McArthur, City of Rohnert Park, asked whether zero discharge requirements would be the case for both the Central Site and Site 40. Mr. Mikus answered that the conversation had not occurred directly with the Bay Area Regional Waste Quality Control Board, but that there was a statewide order on compost facilities that would likely be in effect by the time of site construction.

Sue Kelly, City of Sebastopol, asked about the leachate pipeline limitations with the Laguna Waste Water Treatment Plant. Mr. Mikus, replied in general it depended on volume of water received at the treatment plant.

Chair Harvey asked about nearby compost facility tipping fees, the advantages of applying the Agency's surcharge to organic materials, and whether a portion of Site 40 could be purchased. Mr. Mikus commented that the fee comparison was done over a year ago and could be updated. Mr. Mikus elaborated that if the JPA did not require that the Wood and Yard Waste cost centers be separate from the other surcharge cost centers, he believed it would not be necessary to include an additional Agency surcharge on the Wood and Yard Waste cost centers. Mr. Mikus also stated that further discussion about purchasing a portion of Site 40 could be discussed at a future meeting.

Public Comments

Alan Tose, representing of the owners of Site 40, stated that 47 acres is for lease. Mr. Tose stated that the Board of Supervisors adopted an ordinance that allowed commercial composting in LEA zoning. Mr. Tose stated that this changed the value of the property, and that ultimately it would depend on the appraised value of the site. Mr. Tose believed that the

Agency could not purchase a portion of the site due to state requirements for subordinate uses of the site. Mr. Tose stated that he had discussed the Central Site with the County Fire Chief and concluded that the wall system would not be allowed under the Fire Code.

Roger Larsen, resident of Happy Acres subdivision, stated that the Central Site was too small, and questioned why Central was allowed when other sites less than 50 acres were not allowed. Mr. Larsen raised issues with the leachate pipeline, fire safety, and adequacy of water supply for fire suppression. Mr. Larsen raised issues about odors, impacts to grape growers, and endangered species around the Central Disposal Site.

Pam Davis, representing Sonoma Compost Company, stated that Sonoma Compost Company preferred the Central Disposal Site alternative, as it is more convenient for customers. Ms. Davis allowed that the wall system layout could be used for either site.

Board Discussion

Mr. Barbose requested that staff discuss the Central Site Alternative with the Fire Marshall.

Ms. Zane stated that the Sonoma County/City Solid Waste Advisory Group recommended that containment of the garbage system as a means to achieve 80-90% diversion goals, and expressed concern that this discussion was moving away from that policy. Ms. Zane stated that there were neighbors at both sites and that greenhouse gas emissions were important as well as the effect of additional fuel prices on transportation. Ms. Zane requested the Board vote on this item at the next Agency meeting.

Dan St. John, City of Petaluma, stated that the City of Petaluma was not in favor of Site 40 for a number of reasons. Mr. St. John recommended staff begin working out the challenges at the Central Disposal Site including Zero Discharge and negotiations with the County for the use of the leachate pipeline. Mr. St. John complimented the Board for having the foresight to accumulate an organics reserve for this project.

Chair Harvey agreed with the sentiment to move the process forward quickly.

Mr. Mikus summarized the Board requests as the comparison greenhouse gas emission for both sites, a comparison of tipping fees at nearby compost facilities, the result of the discussion with the Fire Marshall, land use changes analysis, a timeline for each site, and an appraisal of Site 40. If individual Board members had additional questions for further analysis, Mr. Mikus requested they be submitted by September 4, 2013.

Mr. St. John asked whether additional staff resources were necessary to complete the project. Mr. Mikus replied that the preliminary analysis was done by existing staff, but it was envisioned that design of the project would be done by consultants.

Mr. McArthur expressed concern regarding whether all the members would have time to receive the information, make a report back to their councils, and be prepared to vote before the September 18, 2013 meeting.

The Board directed staff to return at the September 18, 2013 with the requested information, at which point the Board would vote on site selection.

11. Zero Discharge Report

Mr. Mikus detailed the progress since the last Agency meeting regarding correspondence with the North Coast Regional Water Quality Control Board (NCRWQCB) regarding the Zero

Discharge requirements for the existing compost facility at the Central Disposal Site. Mr. Mikus reported that a potential solution involving treatment of discharged water was removed as a solution by the NCRWQCB and that current solutions were limited to connection with the County's leachate pipeline and creation of additional water storage capacity. Mr. Mikus indicated that creation of additional capacity at the current site was problematic. Additional best management practices for the existing site were proposed implementation before the next rainy season.

Board Questions

Mr. St. John asked whether the NCRWQCB was requiring zero discharge of compost process water for a 100 year storm event. Mr. Mikus replied it was for 25 year storm events.

Public Comment

None.

Board Discussion

None.

No action was taken.

12. Attachments/Correspondence:

- 12.1 Director's Agenda Notes
- 12.2 Reports by Staff and Others:
 - 12.2.a August and September 2013 Outreach Events
 - 12.2.b Sharps Container Grant Update
 - 12.2.c 2013 Pollution Prevention Week and Creek Week
 - 12.2.d Update Report on MCR-2 Project

13. On File w/Clerk

Resolutions approved in May 2013
2013-007: Clean Harbors Agreement Extension
2013-008: Confirming Regular Meeting Schedule

14. Boardmember Comments

None

15. Staff Comments

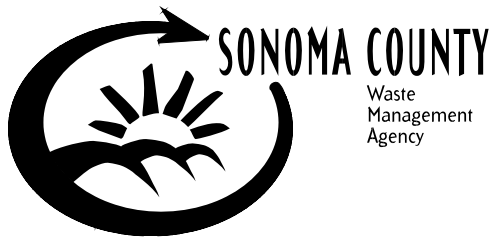
Lisa Steinman, Agency staff, informed the Board that she had applied for Oil Payment Program from CalRecycle and thanked the Board for the letters of authorization.

16. Next SCWMA meeting: September 18, 2013

17. Adjourn

The meeting was adjourned at 10:55 a.m.

Submitted by
Patrick Carter



Agenda Item #: 8.2
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 9/18/2013

ITEM: HHW Contract Modifications (PaintCare)

I. BACKGROUND

At the May 15, 2013 SCWMA Board meeting, the Board moved to adopt the resolution to approve the two-party Agreement between SCWMA and Clean Harbors Environmental Services, Inc. (CHES) and authorize the Chair to execute the Agreement on behalf of SCWMA. The new Agreement to operate the Household Hazardous Waste Facility (HHWF) and accompanying mobile collection programs commenced on July 1, 2013 and terminates on June 30, 2014.

The new Agreement includes language to accommodate the PaintCare Program. PaintCare Inc. a non-profit organization established by the American Coatings Association to implement California's Paint Stewardship Law is establishing hundreds of drop-off sites for postconsumer (leftover) paint at retailers and other sites throughout California. On October 19, 2012, the first day of the California PaintCare Program, 340 new sites started accepting paint from the public.

PaintCare welcomes partnerships with municipal agencies, especially those that operate household hazardous waste collection programs, landfills and transfer stations. PaintCare covers the municipal agency partner's cost of paint storage bins, paint transportation and recycling, and public outreach and education. There is no monetary compensation for operations or labor costs associated with serving as a drop-off site.

PaintCare "Program Products" covered under the program include interior and exterior architectural coatings sold in containers of 5 gallons or less. In general PaintCare accepts all house paint and primers, stains, sealers, and clear coatings (such as shellac and varnish) but they do not accept aerosols (spray cans), solvents, and products intended for industrial or non-architectural use.

To fund this program, PaintCare Recovery Fees are added to the purchase price of architectural paints and coatings sold in California. The fees are paid to PaintCare by paint manufacturers, then passed down to retailers and eventually consumers. When you buy paint in California, you will probably see a line item called "PaintCare Recovery Fee" on your receipt or invoice for each container. These fees will be used to fund all aspects of the paint stewardship program, including postconsumer paint collection, transportation, recycling, public outreach, and program administration.

In a letter dated May 15, 2013 to PaintCare, SCWMA authorized Clean Harbors Environmental Services (CHES) to collect, handle, arrange for the disposition of post consumer paint, and enter into an Agreement with PaintCare as a collector under the California Architectural Paint Recovery Program and the California Health and Safety Code Sections 25217-25217.4

In the current Agreement between SCWMA and CHES, the transportation, disposal, and recycling costs for "Program Products" shipped from the HHWF are now covered under the PaintCare program and are not funded by the SCWMA.

II. DISCUSSION

On June 27, 2013, an Agreement was signed between CHES and PaintCare authorizing CHES to collect Program Products. Beginning July 1, 2013, CHES began collecting paint at SCWMA facilities as part of the PaintCare Program, with CHES acting as the collector of "Program Products" under this Agreement and in accordance with guidelines set forth in the California Architectural Paint Recovery Program.

SCWMA staff and CHES have been working with PaintCare to negotiate rates to offset some of the costs to the SCWMA for handling paint at the HHWF. In addition to covering the transportation, disposal, and recycling costs for "Program Products" shipped from the HHWF, monetary compensation may be negotiated through PaintCare for paint related services provided through HHWF programs. These services include reprocessing paint at the site, bulking paint in situations where storage space is limited, offering good, usable paint in original containers to the public ("Waste Exchange"), and transportation from satellite sites and a main site.

SCWMA staff provided annual paint collection numbers and proposed unit prices for services allowed for reimbursement under the PaintCare Program. The following reimbursements have been confirmed by PaintCare and CHES to be included in an Amendment to the current Agreement between SCWMA and CHES.

Direct Reuse: CHES shall pay SCWMA \$0.25 for each container of Program Product that is actually taken by a public consumer from a Direct Reuse program, whether sold, or given away without charge. This is the set price that PaintCare pays to jurisdictions for this service.

Latex Paint Reprocessing: CHES shall pay SCWMA \$6.00 per 5 gallon pail of Reprocessed latex paint produced from Program Products that is actually taken by a public consumer, whether sold, or given away without charge.

Bulked Oil-Based Paint Rate: CHES shall pay SCWMA \$39.00 for every 55-gallon drum of Bulk oil-based paint that is picked up by a Transportation Provider.

This pricing structure resulted from analysis of annual gallons collected and HHW programs offered under SCWMA's contract with CHES. SCWMA's Executive Director and Agency staff submitted the above unit prices for consideration by PaintCare. PaintCare has agreed to the proposed unit prices included in Attachment C: Pricing. Since the Agency has an Agreement with CHES and not PaintCare directly, all reimbursements shall be deducted from the monthly amount owed to CHES by the SCWMA. The reimbursement amounts shall be shown on the monthly invoices from CHES.

Since the Agency has a permanent HHWF, where most of the paint is collected from the public, PaintCare will not pay for internal transportation from the Community Toxics Collections (CTCs) to the Facility. There is not enough volume of paint collected at the CTCs to justify payment from PaintCare for this service at this time. Paintcare will re-evaluate the amounts collected at the CTCs in six months for reconsideration. No latex paint will be bulked, so there is no reimbursement for this service. Usable latex paint is remixed into 5 gallon containers and given away at the HHWF for free. No oil based paint will be loose packed, so there is no reimbursement for this service.

CHES will no longer charge Conditionally Exempt Small Quantity Generators (CESQGs) for Program Products at SCWMA facilities. Therefore, there will be no disposal costs for "Program Products" that are dropped off by businesses that use SCWMA's Business Hazardous Waste Program. SCWMA staff will advertise this change on the SCWMA website.

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 13/14 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.

There will be no additional cost to the SCWMA as a result of approval of the First Amendment to the Agreement between SCWMA and CHES. There will, however, be a cost savings to the SCWMA if the First Amendment is approved. The pricing structure for reimbursement is included in the First Amendment as "Attachment C: Pricing".

In Fiscal Year 2012/2013 the disposal costs for paint collected through the HHTF programs was \$183,680. Only "Program Products" will be accepted for reimbursement under the PaintCare Program. The yearly cost to the SCWMA to handle paint products, covered under the PaintCare Program, is expected to be significantly reduced through the partnership with PaintCare. It is too soon to know the exact cost saving but staff will have a better idea in time for planning the next fiscal year budget.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Adopt Resolution to approve the First Amendment to the Agreement between SCWMA and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Operations and authorize the Chair to execute the First Amendment to the Agreement on behalf of SCWMA.

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

V. ATTACHMENT

First Amendment to Agreement for Household Hazardous Waste Operations
Resolution approving the First Amendment to the Agreement for Household Hazardous Waste Operations

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

FIRST AMENDMENT TO AGREEMENT BETWEEN SONOMA COUNTY WASTE MANAGEMENT
AGENCY AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
FOR HOUSEHOLD HAZARDOUS WASTE OPERATIONS

This First Amendment ("Amendment") to the Agreement for Household Hazardous Waste Operations ("Agreement"), dated as of _____, 2013, is by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers authority and Clean Harbors Environmental Services, Inc. ("Contractor"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing Agreement.

R E C I T A L S

WHEREAS, the parties entered into that certain Agreement for operation of household hazardous waste programs dated as of July 1, 2013 (hereinafter referred to as the "Agreement"), in order to provide for the safe and lawful management of household hazardous wastes; and,

WHEREAS, hazardous waste is collected at the existing Household Hazardous Waste Facility ("HHW Facility") from residents, businesses that qualify as Conditionally Exempt Small Quantity Generators ("CESQG"), Hazardous Waste Load Check Programs, and emergency response cleanups; and

WHEREAS, the Agreement includes language to accommodate the PaintCare Program operated by PaintCare Inc. a non-profit organization established by the American Coatings Association to implement California's Paint Stewardship Law; and

WHEREAS, the parties desire to amend the Agreement to allow for reimbursements to the Agency from Contractor for services covered under the PaintCare Program that qualify for reimbursement; and,

WHEREAS, the parties desire to amend the Agreement to show that disposal costs for any "Program Products", covered under the California Architectural Paint Recovery Program codified by Public Resources Code 48700 and administered by PaintCare, shall not be charged to CESQGs or to the Load Check Program; and,

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

A G R E E M E N T

1. Section 4 COMPENSATION FOR SERVICES is hereby amended to read as follows:

4.2 Disposal Costs. In addition to the annual operations fee, Contractor shall be reimbursed for disposal costs of Hazardous Wastes at the unit prices set forth in Exhibit A. Agency shall only pay Hazardous Wastes disposal costs for Hazardous Wastes that have been shipped, and for which a signed manifest has been returned or for which a valid billing of lading exists. If Contractor is compensated through the California Architectural Paint Recovery Program, any program products, covered under the California Architectural Paint Recovery Program codified by Public Resources Code 48700 and administered by PaintCare, shall not be reimbursed by Agency and disposal costs shall not be charged to CESQGs or charged to the Load Check Program; and,

2. Exhibit A Methods of Disposal and Costs is hereby amended to include Attachment C: Pricing as follows:

ATTACHMENT C: PRICING**

Service	Description	Unit Price
Direct Reuse Rate	Clean Harbors Environmental Services, Inc. agrees to pay to the Sonoma County Waste Management Agency for each container of Program Product that is actually taken by a public consumer from a Direct Reuse program, whether sold or given away without charge.	\$ 0.25 per container
Latex Paint Reprocessing Rate	Clean Harbors Environmental Services, Inc. agrees to pay to the Sonoma County Waste Management Agency for each gallon of Reprocessed latex paint produced from Program Products that is actually taken by a public consumer, whether sold or given away without charge.	\$ 6.00 per 5 gallon Pail
Bulked Latex Paint Rate	Clean Harbors Environmental Services, Inc. agrees to pay to the Sonoma County Waste Management Agency for every 55-gallon drum of Bulked latex paint that is picked up by a Transportation Provider. Rate includes drum cost.	\$0.00 per bulked 55-gallon drum
Bulked Oil-Based Paint Rate	Clean Harbors Environmental Services, Inc. agrees to pay to the Sonoma County Waste Management Agency for every 55-gallon drum of Bulked oil-based paint that is picked up by Transportation Provider. Drum cost will be covered by PaintCare.	\$39.00 per bulked 55-gallon drum
Internal Transportation Rate	Clean Harbors Environmental Services, Inc. agrees to pay to the Sonoma County Waste Management Agency per tote for the Internal Transportation of Program Products from Collection Events and the Door to Door Program to Sonoma County Waste Management Agency's primary Collection Facility.	\$0.

All reimbursements to Agency shall be included on the monthly invoice from Contractor in the format below and shall be based on the monthly container counts:

TASK 1: REUSE CREDIT
 -\$0.25 per container, estimated 1 container
 -\$0.25
 TASK 2: LATEX PAINT REPROCESSING CREDIT
 -\$6.00 per container, estimated 1 container
 -\$6.00
 TASK 3: OIL BASE PAINT CREDIT
 -\$39.00 per container, estimated 1 container
 -\$39.00
 TOTAL -\$45.25

3. Other than as stated above, the Agreement shall remain in full force and effect.

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

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

CONTRACTOR: CLEAN HARBORS
ENVIRONMENTAL SERVICES, Inc.

By: _____

Name: _____

Title: _____

AGENCY: SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: _____
Chairperson, Agency Board of Directors

APPROVED AS TO SUBSTANCE FOR
AGENCY:

By: _____
Henry J. Mikus, Agency Executive Director

APPROVED AS TO FORM FOR AGENCY:

By: _____
Janet Coleson, Agency Counsel

RESOLUTION NO.: 2013-

DATED: September 18, 2013

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN
SONOMA COUNTY WASTE MANAGEMENT AGENCY,
AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
FOR HOUSEHOLD HAZARDOUS WASTE OPERATIONS

WHEREAS, the parties entered into that certain Agreement for operation of household hazardous waste programs dated as of July 1, 2013 (hereinafter referred to as the "Agreement"), in order to provide for the safe and lawful management of household hazardous wastes; and,

WHEREAS, hazardous waste is collected at the existing Household Hazardous Waste Facility ("HHW Facility") from residents, businesses that qualify as Conditionally Exempt Small Quantity Generators ("CESQG"), Hazardous Waste Load Check Programs, and emergency response cleanups; and

WHEREAS, the Agreement includes language to accommodate the PaintCare Program operated by PaintCare Inc. a non-profit organization established by the American Coatings Association to implement California's Paint Stewardship Law; and

WHEREAS, the parties desire to amend the Agreement to allow for reimbursements to the Sonoma County Waste Management Agency from Clean Harbors Environmental Services, Inc. for services covered under the PaintCare program that qualify for reimbursement; and,

WHEREAS, the parties desire to amend the Agreement to show that disposal costs for any "Program Products", covered under the California Architectural Paint Recovery Program codified by Public Resources Code 48700 and administered by PaintCare, shall not be charged to CESQGs or to the Load Check Program; and,

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency hereby approves the terms of the First Amendment to the Agreement between the Sonoma County Waste Management Agency and Clean Harbors Environmental Services, Inc. and authorizes the Chairperson to execute the First Amendment on behalf of the Sonoma County Waste Management Agency.

MEMBERS:

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

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

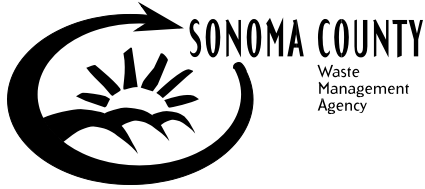
SO ORDERED

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

ATTEST:

DATE:

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



Agenda Item #: 8.3
Cost Center: County
Staff Contact: Carter
Agenda Date: 9/18/2013

ITEM: LTF Bylaws Change

I. BACKGROUND

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

The LTF Bylaws were amended in 1996, 2003, 2005, 2010, and 2012. The 2003 amendments changed the Bylaw amendment process to include confirmation by the Agency in addition to the Board of Supervisors.

II. DISCUSSION

According to Article X of the existing LTF Bylaws, the 2013 LTF Bylaws amendment requires Agency confirmation. Sections changed in the 2013 LTF Bylaws amendment include Article IV: Membership, Article V: voting, and Article VII: Meetings. The amendment removed the "Major Manufacturer" position since the Sonoma County Manufacturing Group no longer exists, changed the quorum from eleven to seven, and changed the regular meeting date from the third Thursday of every other month to the second Thursday of every other month.

The amended bylaws were approved by the Board of Supervisors on June 18, 2013.

III. FUNDING IMPACT

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

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

V. ATTACHMENTS

Sonoma County Local Task Force on Integrated Waste Management Bylaws
Resolution

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

SONOMA COUNTY LOCAL TASK FORCE
ON
INTEGRATED WASTE MANAGEMENT

BYLAWS

Article I: NAME

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

Article II: AUTHORITY

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

Article III: PURPOSES

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

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

Article IV: MEMBERSHIP

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

City of Cloverdale
City of Cotati
City of Healdsburg
City of Petaluma
City of Rohnert Park
City of Santa Rosa
City of Sebastopol
City of Sonoma
Town of Windsor
Local Enforcement Agent (recommending agency - Environmental Health Division)

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

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

Article V: VOTING

The Local Task Force on Integrated Waste Management shall adopt and adhere to *Robert's Rules of Order* for voting and meeting procedures. A quorum, defined as seven (7) of the appointed membership, shall be required to take action on any agenda item; however, meetings may be held to exchange information with less than a quorum. Actions taken with a quorum, but less than one half of the appointed membership, shall be confirmed by a second vote at the next meeting.

Article VI: OFFICERS

- A. The Local Task Force for Integrated Waste Management shall have a Chair, Vice-Chair and Chair Pro Tem.
- B. The duties of the officers are as follows:
 - 1. The Chair shall:
 - a. Chair meetings.
 - b. Sign letters and correspondence and represent the Local Task Force.
 - c. Appoint members as necessary to perform the tasks agreed upon by the Local Task

Force.

2. The Vice-Chair shall:
 - a. Perform the duties of the Chair in the absence of the Chair.
 - b. Serve as Chair of the Membership Committee.
3. The Chair Pro Tem shall:
 - a. Perform the duties of the Chair in the absence of the Chair and Vice-Chair.

Article VII: MEETINGS

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

Article VIII: ELECTIONS

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

Article IX: COMMITTEES

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

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

Article X: BYLAWS

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

RESOLUTION NO.: 2013-

DATED: September 18, 2013

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

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

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

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

MEMBERS:

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

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

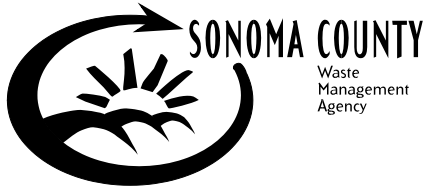
SO ORDERED.

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

ATTEST:

DATE:

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



Agenda Item #: 9
Cost Center: Contingency
Staff Contact: Carter
Agenda Date: 9/18/2013

ITEM: Carryout Bag Ordinance Update

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 City Councils so those decision-making bodies could give direction to their respective SCWMA representative regarding action on one of those options. Staff made presentations and received feedback.

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. Nine such meetings were held, where Staff made a presentation, then received comments from the public.

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 (EIR). The meetings were held in Santa Rosa on October 30, 2012, Sonoma on November 1, 2012, Petaluma on November 2, 2012, and Windsor on November 7, 2012, all at 6 pm.

Incorporating the comments made during the scoping period, Rincon Consultants prepared the Draft EIR. The Draft EIR was released February 4, 2013, beginning a 45 day comment period, which ended March 22, 2013.

There was a public hearing at the February 20, 2013 SCWMA meeting of the Board of Directors regarding the Draft EIR for the carryout bags waste reduction project. Though not required by the California Environmental Quality Act (CEQA), public hearings allow the public to provide verbal comments to be addressed in the Final EIR. Verbal comments at the public hearing were addressed,

in addition to the written comments received during the comment period. The response to comments is included in the Final EIR.

At the April 17, 2013 SCWMA meeting, staff presented the Final EIR for inspection. Agency staff offered to make a final return visit to each of the City/Town Councils and Board of Supervisors for those decision-making bodies to give direction to their SCWMA representative regarding a vote on the ordinance.

II. DISCUSSION

To date, five of the ten members have direction to vote affirmatively on the ordinance. At the time of this transmittal preparation, two more cities had been scheduled (Santa Rosa on September 10, Cotati on September 11), one additional city has requested additional information, and another city has indicated that the council will not hear the item until October. Staff will update the Board verbally on the status of the discussions with Santa Rosa and Cotati at the September 18, 2013 SCWMA meeting.

Additionally, some Agency members expressed concerns regarding Agency enforcement of the carryout bag ordinance within their borders. There was previously a mechanism introduced by Agency Counsel that Agency member jurisdictions interested in self-enforcement could adopt the carryout bag ordinance individually after the Agency had adopted the ordinance, in which case the ordinance would be the member jurisdictions' to enforce. More recently, Agency Counsel has drafted a separate agreement which would allow interested member jurisdictions to enforce the Agency's ordinance themselves without the need to adopt the entire ordinance after the Agency. Agency Counsel believes there are now two mechanisms for member jurisdictions to self-enforce the carryout bag ordinance for members interested in doing so.

III. FUNDING IMPACT

There are no funding impacts as a result of this transmittal or the draft enforcement agreement.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends distributing the enforcement agreement to Agency members who are interested in performing enforcement of the carryout bag ordinance within their borders.

V. ATTACHMENTS

Draft Enforcement Agreement

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

**AGREEMENT FOR ENFORCEMENT OF THE SONOMA COUNTY WASTE
MANAGEMENT AGENCY'S WASTE REDUCTION PROGRAM FOR CARRYOUT
BAGS**

THIS ENFORCEMENT AGREEMENT is entered into as of _____, 2013, by and between the SONOMA COUNTY WASTE MANAGEMENT AGENCY (hereinafter "Agency"), a California joint powers agency, and the City of _____ (hereinafter "City"), a municipal corporation.

RECITALS

A. The Sonoma County Waste Management Agency is a joint powers agency formed by the cities of Cloverdale, Healdsburg, Sebastopol, Santa Rosa, Rohnert Park, Petaluma, Cotati, Sonoma, the Town of Windsor and the County of Sonoma (each, a "Member, and collectively, the "Members") through their execution of that certain Joint Powers Agreement, dated February 2, 1992 and amended on January 24, 1996 (the "JPA Agreement").

B. The Agency has adopted an Ordinance known as the Waste Reduction Program for Carryout Bags, to prohibit the distribution of single-use carryout bags in retail establishments (hereinafter the "Ordinance"). Some Members desire to have the ability to enforce the Ordinance in their jurisdiction.

NOW, THEREFORE, Agency and City hereby agree as follows:

AGREEMENT

1. Recitals. The above Recitals to this Agreement are declared by the parties to be true and correct in all material aspects and are hereby incorporated into this Agreement as if fully set forth below.

2. Enforcement. It is agreed that as long as this Agreement is in effect, the Agency authorizes the City to enforce the provisions of the Ordinance within the City's jurisdictional boundaries and the Agency shall not enforce any provision of the Ordinance within the City's jurisdictional boundaries.

3. Costs of Enforcement. The Agency shall not reimburse the City for any costs relating to the enforcement of the Ordinance.

4. Changes and Modifications. This Agreement may not be modified or altered, except by a written instrument signed by the Agency and the City.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY, a California joint powers agency

By: _____

Name: _____

Chair

CITY:

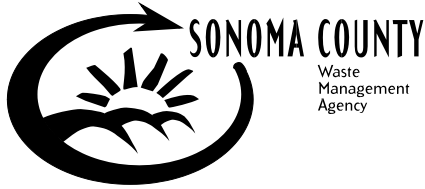
CITY OF _____, a municipal corporation

By: _____

Name: _____,

ATTEST:

City Clerk



Agenda Item #: 10
Cost Center: Organics
Staff Contact: Mikus
Agenda Date: 9/18/2013

ITEM: Follow-Up Report on Compost Site Analysis

I. BACKGROUND

Summary: The Sonoma County Waste Management Agency (Agency) is conducting a comprehensive process to identify the most suitable site for a new compost facility. At the August 21, 2013 Board meeting an analysis of two sites, Site 40 and the Central Alternative, was presented for discussion. The Board asked staff to provide additional information for the September Board meeting regarding greenhouse gas emissions, costs at nearby competing facilities, food waste capacity, fire code restrictions, a project timeline for each site, storm water requirements for Site 40 (particular to the San Francisco Bay RWQCB), leasing or purchasing just the minimal portion of Site 40 rather than the entire property, and an appraisal of Site 40's value.

In the interests of brevity, the staff report from the August meeting is included as an attachment, and little of the information from that report is repeated here.

II. DISCUSSION

Greenhouse Gas Emissions: The Draft and Recirculated Draft Environmental Impact Reports for the compost site relocation project list the total Greenhouse Gas (GHG) emissions for Site 40 and the Central Site Alternative as 5,258 and 2,946 metric tons per year at full build-out, respectively. The net emissions (new site minus the emissions from the existing compost site) were listed as 3,135 and 818 metric tons per year. However, ESA, who prepared the EIR for this project, applied an emission reduction for the Central Site Alternative for the use of the "pony walls" and Gore cover system on the Central Site Alternative, but not for Site 40. If that reduction is applied to Site 40, the total net emissions would be 1,490 metric tons per year for Site 40 and 818 metric tons per year for the Central Site Alternative, a difference of 672 metric tons per year.

Though the Bay Area Air Quality Management District (BAAQMD) set GHG thresholds of significance for GHG emissions of 1,100 metric tons, these threshold limits were subsequently litigated and dropped. Absent of any new threshold, ESA chose to use the abandoned BAAQMD GHG threshold to determine whether the impact was significant. Under these thresholds, full build-out operations at Site 40 would be significant without mitigation because 1,490 metric tons/year was above 1,100 metric tons/year, while the Central Site Alternative would be less than significant without mitigation as its calculated effect of 818 metric tons/year was below the 1,100 threshold. However, the mitigation measures for Site 40 for this issue include developing an annual GHG emission inventory and offsetting emissions through operations on-site or other projects off-site. The offsets are expected to cost approximately \$10/metric ton, which for Site 40 would include an annual cost of approximately \$3,900, unless on-site operations could reduce the need for offsets (e.g. electrification of equipment, renewable energy generation, etc.). To put the offset in perspective, 390 metric tons of greenhouse gas emissions, according to the U.S. EPA, is approximately what 81.3 passenger vehicles would emit annually.

Costs at Nearby Competing Facilities: Another item requested by the Board was an analysis of tip fees for other compost facilities in the vicinity of Sonoma County. Staff contacted six other large compost facilities in neighboring counties. The distance from the Central Disposal Site to each site is listed in the table as well. A cost of transportation is not included in the analysis due to the wide range of different vehicles that could be used to haul the green material, each with variable fuel/labor

costs. Qualitatively we can state that the existing tip fee structure (\$34.10/ton) at the Central Disposal Site rates very favorably when factoring in that self-haulers would incur some additional cost to transport the material to the other facilities. If the tip fee were to increase to approximately \$48/ton due to the imposition of a surcharge plus the County's proposed "convenience fee", some other facilities may still not be competitive at the rates disclosed, but other facilities, including Cold Creek Compost through the Ukiah Transfer Station, Redwood Landfill, and Napa Garbage Service may be more cost effective than the Central Disposal Site even when including an additional expense to haul the material.

Compost Site	Greenwaste Rate (per ton)	Miles from Central Disposal Site
Cold Creek Compost (via Ukiah TS)*	\$ 26.67	69.7
Jepson Prairie Organics	\$ 32.75	72.9
Napa Garbage Service	\$ 38.00	35.5
Redwood Landfill	\$ 40.00	15.7
WCC Organics*	\$ 117.02	41.3
Potrero Hills Compost	\$ 53.00	55.5
Central Compost Site	\$ 34.10	-
Central Compost Site w/added fees	\$ 48.10	-
*Calculated by converting cubic yard charge to tons		

Food Waste Capacity: The representatives of W. L. Gore & Associates, Inc. ("Gore"), the firm that designs and supplies the components for the Aerated Static Pile (ASP) composting system, have indicated that 35% is the upper practical limit for the portion of feedstock materials that can be food waste. This figure has been borne out by the experiences shared with us by other compost site operators that process large amounts of food waste. At the maximum projected capacity of a new compost facility, 200,000 tons per year, the 35% rate would mean 70,000 tons of food waste could be accommodated. This amount is consistent with previous estimates that between 60,000 and 80,000 additional tons of organic materials (most of which would be food waste) could be diverted from the landfill waste stream and used for compost feedstock.

Fire Code Restrictions: Concerns were raised during "Public Comment" at the August meeting discussion that the ASP pile dimensions would be in violation of applicable fire codes. As a result, Agency and Sonoma Compost Company staff met with the Sonoma County Fire Marshal and a representative of the Rancho Adobe Fire Protection District to look at the fire code requirements and how they might apply to our planned ASP system.

The 2010 California Fire code, Title 24, Part 9, which has been adopted by the County of Sonoma, under section/paragraph 1908.3 states, "Piles shall not exceed 25 feet in height, 150 feet in width, and 250 feet in length." ASP piles as contemplated for our new facility would be 12 to 14 feet high, 26 feet wide, and 150 feet long. These dimensions are all well within the code limits.

A specific concern made during the "Public Comment" was that the closely spaced, side by side layout of the ASP piles would not provide for adequate fire lanes between piles. During our discussion with the Fire Marshal and the Rancho Adobe representative it was determined that as long as the overall dimensions for groups of ASP piles did not exceed the fire code maximum pile sizes listed above, the fire code requirements be met. Thus, grouping the ASP piles in batches of eight with fire lanes in between the batches will work. Staff has checked the concept layout as shown in the EIR documents, and this arrangement fits in the allocated space.

Project Timeline for Each Site: Project timelines, from land acquisition through construction and to achieve transition from the old site to the new were developed. The time required start to finish is estimated to be between 37 and 40 months. There were distinct differences between the two sites. However, the added time at Central anticipated to obtain permits and the increased time for removing rock was balanced by the ability for Republic Services (the County's anticipated contractor) to do a substantial amount of excavating and base grading concurrent with the design and permitting. In fact, Republic's on-site manager has promised that their plan, despite landfill MOA contract language giving them 30 months to do their earth removal, is to provide the basic level surface one year prior to our move date. On the other hand, extra time was put in the Site 40 estimate to allow for land acquisition.

Storm Water Regulatory Requirements for Site 40: Both sites under consideration would be subject to Regional Water Quality Control Board oversight. However, while Central would fall under the jurisdiction of the North Coast Regional Water Quality Control Board (NCRWQCB), Site 40 is in the region regulated by the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB). Staff has communicated with the appropriate personnel at SFBRWQCB and examined their regulations and permit application documents. Although safeguards to water quality are not compromised, it appears that the regulatory process would be more straightforward for Site 40.

Site 40 Appraisal for Purchase or Lease Costs: Several local firms that performed real estate appraisals, particularly with experience evaluating agricultural land, were contacted. Vice Appraisal Company of Santa Rosa was retained to provide appraisal services to evaluate Site 40. Vice was tasked with providing their estimated costs for purchasing the whole property, or just the 50+ acres required for our facility, and similarly to provide price estimates for leasing either the whole property or just the needed section. The results of the appraisal was not available at the time of transmittal preparation, but is expected before the September Agency meeting.

Comparison of Factors: The table below is provided to show the factors analyzed with staff's suggested evaluation as to which site has the advantage for each factor. The evaluations are NOT weighted in any way, nor is there any suggestion that the different factors carry equal weight.

Category	Site 40	Central
Land Cost		Advantage
Development Cost	Even	Even
Construction Cost		Advantage
Transportation Cost		Advantage
Capacity & growth	Advantage	
Utilities	Even	Even
Water Supply	Advantage	
Storm Water Management	Advantage	
Public Access		Advantage
Autonomy/independence	Advantage	
Fee Structure	Advantage	
Land Use & Zoning		Advantage
Permitting	Advantage	
Risk Factors	Advantage	
Neighborhood Impacts	Advantage	
Greenhouse Gas Emissions	Even	Even
Project Timeline	Even	Even

Summary: The multiple factors that must be considered to choose which location, Site 40 or the Central Alternative, is best for our future composting needs, makes the decision on site selection complex. Unfortunately, neither site is clearly better, and both sites have issues that will need to be

addressed. Site 40 would cost more to obtain and construct, and would require logistical changes to the County's waste collection system. Central has a limited, smaller available footprint, which raises questions about limits regarding its total capacity. Central is physically located near a neighborhood with a history of odor, traffic, and noise concerns. Finally, Central is subject to several risk factors such as the use of the pipeline for storm water discharge and treatment and regulatory hurdles. It is these risks that cause staff the greatest concern.

In addition, in a truly long-term view, the Agency and the compost program would be best served by the stability and independence offered by having a site unencumbered by other operations which take priority over, and could potentially displace, the composting operation. It is the long term advantages coupled with the Central risk issues that suggest Site 40 would be the preferred site.

III. FUNDING IMPACTS

No new factors from the previous month's analysis.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

The Board's next steps would be to select a project site and certify the EIR. However, doing so requires formal votes supported by several legal documents, including:

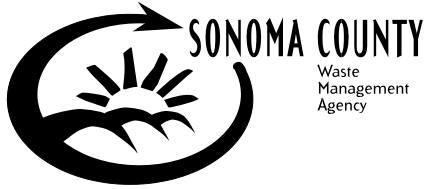
1. Resolution selecting a project site.
2. Resolution certifying the EIR, which would include:
 - A. Findings
 - B. Statements of Overriding Considerations

It is recommended that the Board select a site, and with that selection, direct Agency Counsel to prepare the required documents for formal adoption.

V. ATTACHMENTS

August 21, 2013 Staff Report

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



Agenda Item #: 10
Cost Center: All
Staff Contact: Mikus
Agenda Date: 8/21/2013

ITEM: Report on Compost Site Analysis

I. BACKGROUND

Summary: The Sonoma County Waste Management Agency (SCWMA or Agency), in partnership with its contact operator Sonoma Compost Company (SCC), operates a composting facility located on Sonoma County's Central Disposal Site (CDS). The facility location has always been considered temporary, requiring that a new, more permanent site be identified and developed. The Agency has undergone a comprehensive process to identify the most suitable site for a new compost facility. The most recent action was completion of an Environmental Impact Report (EIR) to fulfill requirements of the California Environmental Quality Act (CEQA). The Agency Board has requested further analysis in addition to the environmental factors considered in the EIR, such as financial and practical considerations, in order to fully understand all pertinent factors as part of their decision process in selecting the most suitable site.

CEQA Process and EIR Decisions Ahead: Under CEQA, SCWMA is the "Lead Agency" for the compost facility project. Several actions/decisions will be required for the compost project to progress.

The next step in the CEQA process is for the "Lead Agency" to certify the Final EIR. A summary of the Final EIR certification process prepared by CalRecycle is attached for reference. In order to certify the EIR, the lead agency must make the following findings:

1. The Final EIR has been completed in compliance with CEQA.
2. The Final EIR was presented to the decision-making body of the lead agency, and the decision-making body reviewed and considered the information contained in the Final EIR prior to approving the project.
3. The Final EIR reflects the Lead Agency's independent judgment and analysis.

Along with certifying the EIR, the Agency will be approving one of the sites analyzed in the EIR. CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. In order to approve one of the sites (approve a project), the Agency must find: 1) the project as approved will not have a significant effect on the environment; OR 2) the Agency has eliminated or substantially lessened all significant effects on the environment where feasible; OR 3) any remaining significant effects on the environment are unavoidable and adopt overriding considerations.

If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable." A Statement of Overriding Considerations must be prepared when the Lead Agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened. For the analyzed sites, the Agency will need to make written findings and statements of overriding considerations related to the impact assessments.

History: The 1992 Agreement that established the Agency included a requirement that "Agency will arrange for an operator with the necessary equipment to process yard waste and wood waste

Attachment to Item 10

delivered to the site” thus setting the basis for the Agency’s compost program. Additional language stipulated that “...the County agrees to provide, free of charge as a subsidy, sites at its Central Landfill Site...for a wood and yard waste treatment system.” Thus composting program operations began in 1993 at the CDS. Several locations on the CDS property have been utilized by the compost program, with the move to consolidate operations to the current 35 acre site occurring later in the 1990s.

Current Location: Compost operations include spaces for receiving materials, processing and grinding, multiple windrows (active composting), and finished materials storage. The area used is mostly underlain by a cement-treated base that sits above already-filled trash. A significant volume of unused airspace that is available for additional trash exists rising above the compost site. Thus despite the long tenure of compost operations at the current location, the site has always been treated as temporary. In addition to moving compost operations to a new location, in order for this additional volume to be ready to accept trash a liner is required to be placed above the current in-place trash. However, design and permit work for this liner system has not been done.

Permit: The compost facility is currently operating under CalRecycle Solid Waste Facility Permit number 49-AA-0260. The most recent permit review was performed in 2011, with the next review date as November 2016. The facility is allowed to receive green waste, agricultural materials, and vegetative food waste for processing. This means that meat and dairy products are prohibited.

Volumes of Materials: The facility is allowed to process a maximum of 108,000 tons of materials per year, with growth having occurred over time so that the annual amount currently processed is approximately 100,000 tons of material. However, a Waste Characterization Study done for the Agency and issued in 2007 identified nearly 80,000 more tons of material disposed of as trash that would provide feedstock for additional composting. A major portion of this potential compostable feedstock was further identified as food waste which includes meat and dairy products.

Identifying Prospective New Locations: A feasibility study for developing a new compost facility was done in 2005 which also included establishing criteria for selecting a new site. In 2008 a “Composting Facility Siting Study” was prepared for the Agency “to provide a ranked list of potential alternative sites to serve as a mixed food and greenwaste composting facility” that used the selection criteria from the 2005 study. The siting study process involved screening out sensitive areas of the County given the general parameters of the siting criteria plus a requirement that sites provide at least 50 acres for a facility. One of several reasons for the 50 acre size was to provide a site large enough to process about 200,000 tons annually, a number which accounted for the then-current annual amount processed, the potential additional amount of materials identified in the characterization study, plus some allowance for growth. A pool of 55 single-parcel sites was made and assigned sequential identification numbers. Detailed, weighted scoring criteria were developed to rank these sites, and the original list of 55 was trimmed by removing sites with identifiable flaws. The top ten sites by score were all located in the southern end of the County with none in the central or northern areas. Site 40, east of Petaluma, was the highest ranked site. The alternate site on the Central landfill property (Central Alternative) was not included in the list.

California Environmental Quality Act (CEQA) EIR: The next step was to do an assessment to comply with CEQA regulations. Sites 5A, 13, and 14 from the Siting Study were chosen to be analyzed in the EIR, with 5A as the “preferred” site. 5A is located between Lakeville Highway and the Petaluma River. Site 40 was not on the original list for EIR analysis, as it was the subject of a proposed sale to the Sonoma County Agricultural Preserve and Open Space District and unavailable. The Central Alternative was not on the EIR list because at the time the CEQA work began, the CDS was planned by the County to be divested via sale to a private operator.

Subsequently, Site 40 was added to the EIR site list because it no longer was under consideration as part of an Open Space District project, and was available for this project. Also, with the termination of the County's divestiture plans, the Central Alternative was also added to the sites examined by the EIR. In fact, it was decided to do CEQA analysis to the full level normally just used on the "preferred site" for Site 5A, Site 40, and the Central Alternative site. However, due to the limitations of its smaller than 50 acre footprint coupled with the capacities of then-typical composting methods the Central Alternative site was only evaluated for a processing amount of approximately 110,000 tons of materials annually.

The Draft EIR was issued in December 2011 and a hearing for public comment was conducted January 18, 2012. In large part based on technical comments received that demonstrated the Central Alternative site could achieve an annual throughput of 200,000 tons via use of newer compost processing methods, the Draft EIR had its chapters concerning the Central Alternative site revised and recirculated. This Recirculated Draft EIR was issued September 2012 and a public hearing was held on October 24, 2012.

Comments from the original Draft EIR and the Recirculated Draft EIR were compiled and addressed in the responses to comments in the Final EIR. The Final EIR was presented to the Agency Board at its meeting on April 17, 2013. At that meeting the Board directed staff to put together the full analysis of factors that impact the viability of the potential new sites to include practical and financial considerations in addition to the environmental analysis contained in the EIR.

II. DISCUSSION

Environmental Conclusions: The EIR determined that the Central Alternative site was the "Environmentally Preferred Alternative" although arguably the difference between the Central Alternative Site and Site 40 in terms of significant and unavoidable impacts was small. The third site, Site 5A, was clearly an inferior selection based on environmental criteria.

Subjects for Consideration: In addition to environmental considerations, financial and practical attributes of each prospective site are important in a complete analysis geared towards making a selection of the most suitable project site. Some of these factors are:

1. Cost to obtain a site, whether purchase or lease
2. Site development costs, such as nearby infrastructure improvements
3. Site construction costs
4. Transportation costs from outlier collection locations
5. Site capacity and growth potential
6. Cost of utilities
7. Water supply
8. Storm water management, including "zero discharge" considerations
9. Ease of public access
10. Operational autonomy
11. Fee structure
12. Land use and zoning
13. Permitting
14. Risk factors
15. Neighborhood impacts

Site Descriptions: The Central Alternative would be at the far western end of the CDS property, with a size of about 34 acres. That general area is often called the "rock extraction area" and is planned as a borrow site for onsite soils for landfill use. The area proposed is not level, so considerable excavation work combined with filling is required to provide a level area sufficient for composting

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operations. This spot would not be located above in-place trash, nor are there plans to use this space for future landfill capacity.

Site 5A is near the south end of Sonoma County, west of Lakeville Highway along the Petaluma River. It is 100 acres in size, and is a low-lying area that exists within the 100 year flood plain adjacent to the Petaluma River.

Site 40, also known as the Texiera Ranch, is southeast of Petaluma in the western corner of the intersection of Adobe Road and Stage Gulch Road. It is gently rolling pasture land currently used for grazing cattle, and is 390 acres in size.

Site 5A Negative Factors: The following analysis does not include Site 5A because of serious negative factors identified in the EIR, which include an estimated \$3.7 M cost of road improvements on Lakeville highway and Twin House Ranch Road, and its location in a flood plain which carries restrictions and prohibitions on waste water treatment and earth filling. In addition, a substantial amount of berm/dike construction would be necessary which would greatly lessen but not entirely remove the dangers of lowland flooding. For these reasons, Site 5A is considered infeasible by staff.

Cost to Obtain a Site: Site 40 could be purchased or leased. The Site 40 owners had previously listed their property for sale at \$6.4 Million. For this analysis, the owners' realtor was contacted, and a lease payment price of \$1.2 Million per year was also offered, for a lease term of 34 years. This lease fee seems exorbitant and likely far beyond the appraised amount above which a public agency cannot pay, as lease payments would cover the sale price in just over six years. In addition, revenue projections do not support anywhere near this level of lease payment. The owners have indicated the site is no longer for sale, but the property could be obtained via "eminent domain" proceedings with all the complexities that involves. Analysis amortizing the purchase price over 25 years indicates \$2 to \$3 per ton would be needed to cover the expense. In any case, analyses were done that included the purchase price of \$6.4 M and an Agency staff estimated annual lease payment of \$250,000.

The Central Site would likely be available at no charge, based on statements made by County staff during the compost site license negotiations conducted over the past year.

Nearby Infrastructure Improvements: For Site 40, none were contemplated in the EIR analysis, but it is not unreasonable to suppose that at some future point some roadway improvements would be made at the nearby intersection of Adobe and Stage Gulch Roads. However, for our analysis costs for a site entrance and turn lanes are included in the overall site construction costs. It is not expected that developing the Central Site would require any infrastructure investments.

Site Construction Costs: Several alternative scenarios exist for either Site 40 or Central, and the analysis was done for construction costs for each. Site 40 was examined for a standard Aerated Static Pile layout, and for Aerated Static Pile with "pony" walls (as contemplated for Central) which allows a smaller footprint. Also, each of these alternates was further divided to look at site purchase and site lease options, for a total of four versions for Site 40. Central was examined in two separate ways: with basic site preparation done by the County's contractor at no expense, and with full excavating and fill costs allocated to the project. The area designated at Central is also planned as a major borrow area for soils used in landfill activities, which would need to be removed prior to any efforts to build a new compost site. In discussion with County staff related to both the compost site license and the landfill Master Operating Agreement, indications have been given that the basic excavation and grading would be performed by the County's contractor at no charge since they would be required to do this work regardless. However, since that possibility is not completely assured, the "pay for it all" version was included in the analysis.

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Annual Expenses: Costs for a new compost facility were divided into two groups: The first set included single time expenses related to start-up, such as purchasing the land, engineering design, construction, and equipment. These costs were totaled, then amortized for a 25-year period as annual expense. The second group of costs were recurring annual expenses, such as for operations (including labor, utilities, and supplies) and site lease where applicable. The annual numbers were added together and costs per ton were calculated for a 150,000 tons per year throughput (to recognize the amount of new food waste diversion the facility is expected to accommodate in fairly short order), and the maximum design capacity of 200,000 tons per year. These costs per ton were developed for all six scenarios.

Transportation Costs: The collection and transportation set-up is established for delivery of raw materials for composting to Central, so that expense was used as a baseline. For Site 40, material currently delivered to Central would require transport, and the miles from three of the outlier transfer stations would increase while one would decrease. These factors were used to establish a net increase in transport costs for using Site 40, and both the 150,000 tons per year and 200,000 tons per year quantities were analyzed.

Site Capacity and Growth Potential: Central would clearly be at its capacity limit, as it has a smaller available footprint. Creativity with the methodology to be used, via higher piles and closer spacing through use of "pony" walls, was essential to pushing the envelope to get a design capacity of 200,000 tons per year, as more conventional means originally topped the capacity out at 110,000 tons per year. Although the higher capacity design was carefully studied as part of recirculating the Draft EIR to provide reasonable assurance that the methodology would work, there is still some degree of risk involved as this scheme is not yet in widespread use.

Site 40 however, utilizes less than 50 acres of the full 390 acre property. Thus capacity is not limited by footprint, providing greater assurance that this location would be able to accommodate all the County's needs for processing organic wastes for the foreseeable future.

Site 40 can handle growth beyond 200,000 tons per year provided all regulatory procedures are adhered to, while Central clearly cannot.

Water Supply: Site 40 already has a large pond on site, which is available for water needs. In addition, because of the property size, there is no limit to the size storm water detention pond that can be built. The detention pond could be made large enough to hold large amounts of water sufficient to meet the facility's needs.

Central has limitations on storm water detention pond sizing, which is designed to be less than an acre due to the limited facility footprint. Water from wells on the landfill property would be essential for the operation, which are currently available on a fee basis. Granted, use of Aerated Static Pile technology greatly reduces the water needs by its inherent efficiency compared to current open windrow methods, but water beyond what can be captured and stored will be needed.

Storm Water Management: Zero-Discharge of compost processing contact water has been required by the North Coast Regional Water Quality Control Board. However, even though the amount of this contact water that must be dealt with is significantly reduced by the covered piles to be used, the EIR analysis conservatively analyzes all storm water would be subject to the Zero-Discharge requirement. At Central, the contact water beyond the detention pond's limited capacity would require some treatment option, which likely would be via use of the County's existing leachate pipeline that is routed to the Laguna Waste Water Treatment Plant (LWWTP). Use of the pipeline would incur expense, and has some relevant factors that are of concern.

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The pipeline was constructed to provide efficient and environmentally safe transport of landfill leachate to a treatment plant. The pipeline was built from the landfill to a connection with a City of Rohnert Park sewer line; the Rohnert Park line then conveys the landfill leachate to the City of Santa Rosa's LWWTP. Currently the County has agreements in place with Rohnert Park for use of their line as a connector, and with Santa Rosa for treatment of their leachate, but these agreements will of necessity change if the County turns operation of the landfill facility over to its contractor, Republic Services.

The County's portion of the leachate line has been subject to litigation related to the performance of the pipeline components. The Rohnert Park component of the pipeline system is old enough that major upgrades and repairs are required for continued use. The County together with its intended landfill contractor, Republic Services, are currently negotiating with Rohnert Park regarding the cost of these upgrades and repairs.

During Agency negotiations with the County on the compost site license, some discussion was included for what the fee structure for Agency use of the leachate pipeline system for compost facility water treatment might be. Nothing was concluded in large part because so much of the cost picture for pipeline upgrades and maintenance were unknown. Also, Agency staff was unwilling to commit to paying a share of these upgrade or repair costs, until their extent was known and it was clear payment of such costs was appropriate. However, the County landfill MOA with Republic contains specific language stipulating that the Agency will "...pay Contractor each month a proportionate share of all of the Contractor's direct costs and expenses for the use and maintenance of the Leachate Pipeline, which costs shall include but are not limited to Contractor's costs of connecting to, using, maintaining, repairing, replacing, monitoring, and testing of said pipeline". More information is needed from the County regarding these provisions in order to properly assess their impact.

Another issue is the pipeline capacity and, related to that, potential restrictions on use. Although leachate pipeline capacity is available for compost storm water, SCS Engineers' calculations show that a maximum of 10% of a 25-year storm's accumulated water could flow via the pipeline in a 24 hour period. As to restrictions, appropriately so given that the pipeline was originally built for landfill leachate, when larger storms result in the LWWTP restricting its intake of pipeline liquids, leachate would have to be the priority discharge. This could result in periods when the pipeline would not be available for our use during storm events when the pipeline is most needed.

At Site 40 it is expected that the storm water detention pond would have to be sized to accommodate any collected storm water.

Ease of Public Access: Central is most advantageous because of its location. It is near US Highway 101, and is closer to most concentrations of population. As contrast, Site 40 is relatively more remote and more difficult to access.

Operational autonomy: By its very nature as an Agency-owned or leased property, Site 40 offers complete autonomy without the need to accommodate other administrative or operational requirements, as would be the case with continued operations at Central. The Central property has a primary function as a landfill with composting as a subordinate activity. Also, as has been seen via the divestiture and landfill MOA discussions, needs beyond the compost operation can dictate how the property is managed. Thus using the Central site has some inherent risks and lack of Agency control.

Fee Structure: As part of our RFQ process during 2012 to select a compost operating contractor, we asked for pricing estimates per ton to provide comparison to our current situation. The numbers were pretty consistent regardless of location. However, if the Central alternative was chosen, there would be a higher price compared to Site 40 because of the County's MOA. That agreement contemplates

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spreading the Tip Fee Surcharge (used to fund the Agency's HHW, Education, and Planning cost centers, currently just assessed on inbound trash) to cover other inbound materials including compost. The new, broader Surcharge is estimated to be nearly \$5 per ton. The MOA also requires establishment of a new County "Convenience Fee" estimated at \$9 per ton to all inbound materials. Thus use of the Central site carries with it a built in \$14 per ton higher charge on inbound raw materials for compost. This is a very large impact on the rate paying public, as it represents an increase over current levels of approximately 40% (\$14 added to the current transfer station gate fee of \$34).

Land Use and Zoning: Continued operation of composting at Central would be consistent with current land use and zoning parameters. Development of Site 40 may require land use changes.

Permitting: A solid Waste Facility Permit would be required from CalRecycle/LEA, and depending on how stormwater discharges can be handled Waste Discharge Requirements (WDR) from the appropriate Regional Water Quality Control Board. It is certain a WDR would be needed for an operation at Central given the detention pond capacity limits, but Site 40 may not need a WDR, as that site has the ability to contain all storm water.

Risk Factors: There are several "risk factors" inherent in the Central site that require consideration. The biggest is the leachate pipeline and its issues of cost for use, capacity, and restrictions. Use of the pipeline would also include assumption of some undetermined liability in the event the pipeline had functional problems. A second risk factor is the limited space coupled with the new methodology to be employed that is not proven enough to guarantee the capacity throughput needed.

Neighborhood Impacts: The area surrounding Site 40 is zoned agricultural, while Central sits next to a residential subdivision, Happy Acres, of more than 80 homes. The Final EIR adequately addresses concerns raised at the Public Hearing about air borne impacts from activities at Site 40. However, the recent history of odor and noise complaints from residents of Happy Acres will continue to be an issue even with the better processing methods to be used.

The table below is provided to show the factors analyzed with staff's suggested evaluation as to which site has the advantage for each factor. The evaluations are NOT weighted in any way, nor is there any suggestion that the different factors carry equal weight.

Category	Site 40	Central
Land Cost		Advantage
Development Cost	even	even
Construction Cost		Advantage
Transportation Cost		Advantage
Capacity & growth	Advantage	
Utilities	even	even
Water Supply	Advantage	
Storm Water Management	Advantage	
Public Access		Advantage
Autonomy/independence	Advantage	
Fee Structure	Advantage	
Land Use & Zoning		Advantage
Permitting	Advantage	
Risk Factors	Advantage	
Neighborhood Impacts	Advantage	

III. FUNDING IMPACTS

Staff has compiled estimates for six scenarios regarding purchase or lease of Site 40 and the lease of a portion of the Central Disposal Site with Republic incurring the cost of excavation or the Agency incurring the cost of excavation. These scenarios are estimates performed by staff and could vary greatly from amounts produced by professional appraisers, construction estimators, and building material suppliers. Please also note that the rates projected below do not include profit for the operator, which would increase the per ton rate.

The Central Disposal Site, with Republic excavating the Rock Extraction Area, has the lowest up-front and operational costs with rates as low as \$15.88/ton, assuming 200,000 tons per year. The lowest up-front and operational costs for Site 40 would be a lease of the site with the “pony” wall, positive Aerated Static Pile system. That rate would be \$18.81/ton, assuming 200,000 tons per year. When the Agency surcharge and County convenience fee are added to the Central Disposal Site rate, the rate increases to \$29.77/ton.

The lowest cost scenario to the ratepayers would be the scenario in which the Agency leases Site 40 and installs a wall Aerated Static Pile system.

All scenarios include the use of \$5 million of Agency Organics Reserve, which was established for the purpose of relocating the compost facility.

	Purchase Site 40 Regular ASP	Lease Site 40 Regular ASP	Purchase Site 40 Wall ASP	Lease Site 40 Wall ASP	Central w/ Rep Exc.	Central Wall ASP
Total up-front costs:	\$19,910,392	\$13,510,392	\$18,211,627	\$11,811,627	\$9,782,003	\$15,192,987
Less use of Reserves:	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Net Up-front costs:	\$14,910,392	\$8,510,392	\$13,211,627	\$6,811,627	\$4,782,003	\$10,192,987
Up-front costs, yearly basis:	\$1,098,754	\$627,135	\$973,571	\$501,952	\$352,388	\$751,126
Yearly Operations	\$2,259,380	\$2,259,380	\$2,259,380	\$2,259,380	\$2,802,380	\$2,802,380
Lease/rent annually	\$0	\$250,000	\$0	\$250,000	\$0	\$0
Annual Operator Costs:	\$3,358,134	\$3,136,515	\$3,232,951	\$3,011,332	\$3,154,768	\$3,553,506
Transport, 200K tons	\$750,193	\$750,193	\$750,193	\$750,193	\$0	\$0
Total annual cost 200K tons	\$4,108,327	\$3,886,708	\$3,983,144	\$3,761,525	\$3,154,768	\$3,553,506
Cost per ton, 200K tons	\$20.54	\$19.43	\$19.92	\$18.81	\$15.77	\$17.77
Surch. & county fee, 200K tons	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$14.00
Total per ton fee, 200K tons:	\$20.54	\$19.43	\$19.92	\$18.81	\$29.77	\$31.77
Transport, 150K tons	\$637,554	\$637,554	\$637,554	\$637,554	\$0	\$0
Total annual cost 150K tons	\$3,995,688	\$3,774,069	\$3,870,505	\$3,648,886	\$3,154,768	\$3,553,506
Cost per ton, 150K tons	\$26.64	\$25.16	\$25.80	\$24.33	\$21.03	\$23.69
Surch. & county fee, 150K tons	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$14.00
Total per ton fee, 150K tons:	\$26.64	\$25.16	\$25.80	\$24.33	\$35.03	\$37.69

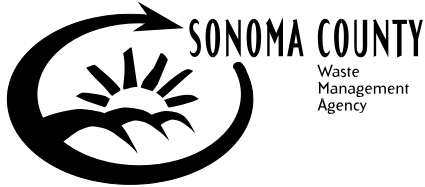
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff does not recommend the Board make any decisions regarding site selection or related to the EIR/CEQA process at this time, because the decision is of great import and involves so many complex factors. Rather, Staff recommends the Board consider the information presented for all the factors about either Site 40 or the Central Site carefully, then continue the discussion at the next meeting of the Board with the plan to make these decisions at that time. Staff is available to perform further research and valuation if requested.

V. ATTACHMENTS

CalRecycle CEQA Process Description

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



Agenda Item #: 11
Cost Center: All
Staff Contact: Coleson
Agenda Date: 9/18/2013

ITEM: Executive Director Contract

I. BACKGROUND

The employment contract of Agency Executive Director, Henry Mikus, expires January 3, 2014. This contract is with the County via provisions of a Memorandum of Understanding (MOU) between the Agency and County for staffing services; however, the MOU provides that this position reports to the Agency Board, and that the Agency Board is responsible for performance review and supervision over the Executive Director.

Mr. Mikus began working as the Executive Director on January 3, 2011, under a contract with a term of three years. Mr. Mikus was selected as the result of a competitive process that was conducted by a Staffing Subcommittee of the Agency Board. The original contract does not contain provisions for any term extensions.

II. DISCUSSION

The Board has discussed Mr. Mikus' continued employment as Agency Executive Director. A Performance Review for Mr. Mikus was conducted by the Board in January 2013, which was satisfactory with a rating of "Exceeds Expectations". The Board would like to continue with Mr. Mikus' employment, with a new contract whose term is consistent with the February 2017 end date for the current Agency Joint Powers Agreement.

III. FUNDING IMPACTS

The current fiscal year budget contains provision for funding of a full-time Executive Director at the appropriate fully burdened pay rate.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

It is recommended that the Board direct Agency Counsel to work with County HR to establish a new contract for Henry Mikus to continue working as Agency Executive Director beginning January 3, 2014 and ending with the current expiration of the Agency Joint Powers Agreement in February 2017 per the attached Resolution. The new contract shall contain the same terms regarding pay and benefits as currently exist.

V. ATTACHMENTS

Resolution
MOU for Staffing Services
Current Employment Agreement

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

RESOLUTION NO.: 2013-

DATED: September 18, 2013

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") REAFFIRMING HENRY MIKUS AS THE EXECUTIVE DIRECTOR AND
FORWARDING THE SELECTION TO THE COUNTY FOR EXECUTION OF AN
EMPLOYMENT AGREEMENT BETWEEN THE COUNTY OF SONOMA AND THE
EXECUTIVE DIRECTOR

WHEREAS, the Agency and the County of Sonoma have agreed through approval of the *Agreement for the Provision of Staff Services (Executive Director) by the County of Sonoma to the Sonoma County Waste Management Agency*, that the position of Agency Executive Director shall be selected by and serve at the pleasure of the Agency Board, but shall be an at-will employee of the County of Sonoma; and

WHEREAS, the Agency Board of Directors is responsible for the performance review of the Executive Director; and

WHEREAS, the Agency Board of Directors has directed Agency Counsel to draft a new Agreement for Personnel Services, Executive Director of the Sonoma County Waste Management Agency with a term from January 3, 2014 to February 1, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Agency hereby reaffirms Henry Mikus as Executive Director of the Sonoma County Waste Management Agency and directs staff to forward this selection to the County of Sonoma for execution of an at-will employment agreement between the County of Sonoma and Mr. Mikus in conformance with the terms of the *Agreement for the Provision of Staff Services (Executive Director) by the County of Sonoma to the Sonoma County Waste Management Agency* and including a starting salary of \$110,000 per annum.

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:

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

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

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

RECITALS

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

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

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

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

TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. REIMBURSEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY

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

Fax: (707) 565- 3701

E-Mail:

COUNTY

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

(707) 565-2620

E-Mail:

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

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

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

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

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

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

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

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

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

“AGENCY”:

Sonoma County Waste Management Agency

By _____

Chair of the Sonoma County Waste Management Agency

APPROVED AS TO FORM:
AGENCY Legal Counsel

By _____

“COUNTY”:

County of Sonoma

By _____

Vice Chair of the Board of Supervisors

ATTEST: _____

Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM:

County Counsel

By _____

Attachment A
(Salary Resolution 95-0926)

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

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

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

WASTE MANAGEMENT EXECUTIVE DIRECTOR

Definition

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

Distinguishing Characteristics

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

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

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

Typical Duties

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

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

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

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

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

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

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

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

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

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

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

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

Performs other duties as required.

Knowledge and Abilities

Considerable knowledge of:

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

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

Minimum Qualifications

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

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

ATTACHMENT B

SERVICE REIMBURSEMENT RATES FOR FISCAL YEAR 2009-2010

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

SERVICE REIMBURSEMENT RATES FOR FISCAL YEAR 2010-2011

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

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


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

#18

Resolution No. 10-0445

ATTEST: JUN 02 2010

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

BY  DEPUTY

County of Sonoma
Santa Rosa, CA 95403

Date: 6/01/2010

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

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

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

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

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

Supervisors:

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

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

So Ordered.

AGREEMENT FOR PERSONAL SERVICES, EXECUTIVE DIRECTOR OF THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY

November

This Agreement is made this 2 day of ~~October~~, 2010, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and Henry Mikus (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, the COUNTY and the SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") have entered into an agreement for staff services (hereinafter, "Staff Contract"); and,

WHEREAS, pursuant to the Staff Contract, the County is to employ a person to act in the capacity as the Executive Director of the AGENCY (hereinafter "Executive Director"); and,

WHEREAS, the AGENCY has determined that EMPLOYEE is the individual AGENCY wants to serve as Executive Director of the AGENCY; and,

WHEREAS, the County desires to retain EMPLOYEE as the Executive Director; and,

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Executive Director, he will be an at-will employee for the COUNTY, and that as such, his position is exempt from the County's Civil Service system in accordance with Civil Service Ordinance 305-A and that he will retain no right of restoration to any previously held classified position with COUNTY under said system.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Term of Employment. COUNTY hereby employs EMPLOYEE in the position of Executive Director for a period of three (3) years, commencing January 3, 2011, and ending on January 3, 2014, subject, however, to termination as hereinafter provided.

2. Duties. EMPLOYEE shall perform the duties of the Executive Director as set forth in the job description for the position, attached hereto as Attachment A, as it now provides or may hereafter be amended.

3. Compensation.

(a) EMPLOYEE's initial salary shall be \$110,000 per annum, which is the top step of the salary range. Thereafter, EMPLOYEE's salary shall be established by the Sonoma County Salary Resolution 95-0926 as amended or until superseded by further resolution(s) of the Board of Supervisors.

(b) Except as herein provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to COUNTY unrepresented administrative management employees, as specified in the Salary Resolution, notwithstanding any designation that the Executive Director is a Department Head position under Ordinance No. 5892.

(c) EMPLOYEE shall participate in any mandatory time off furlough program established by the County on the same terms and conditions applicable to management employees.

(d) SCWMA shall reimburse EMPLOYEE for moving expenses in accordance with Sonoma County Administrative Policy 4-9.

(e) EMPLOYEE shall receive 24 hours of Vacation and 16 hours of Sick Leave upon hire.

4. Appointing Authority and Performance Evaluations.

(a) The Board of Supervisors shall be the appointing authority for the EMPLOYEE. The Board will, however, consistent with the job specifications set forth in Attachment A and pursuant to the Staff Contract referenced previously herein, delegate supervision over the EMPLOYEE and delegate the annual performance review to the Board of Directors for the AGENCY. EMPLOYEE agrees that concerns that COUNTY Board of Supervisors or the individual members of the Board or the AGENCY Board of Directors or the individual members of the AGENCY Board have concerning EMPLOYEE's performance are not "specific complaints or charges brought against an employee by another person or employee" as that phrase is used in Government Code § 54957 and that the notice requirement of that section is, under those circumstances, inapplicable.

(b) Pursuant to the Staff Contract referenced above, COUNTY shall provide additional dedicated staff to assist the EMPLOYEE in carrying out the day-to-day operations of AGENCY. Said additional staff will be within the classified service of the County's Civil Service Ordinance. The EMPLOYEE shall be the appointing authority over such County employees and EMPLOYEE shall be responsible for complying with all laws, policies and procedures with regard to such COUNTY employees, including but not limited to, all COUNTY personnel policies and procedures.

5. Termination.

(a) EMPLOYEE shall serve at the will and pleasure of COUNTY Board of Supervisors and may be terminated at the will of the Board with or without cause, provided, however, that the County will delegate the authority to terminate the EMPLOYEE with or without cause to the AGENCY under the Staff Contract, and provided that the COUNTY shall retain the authority to terminate the EMPLOYEE for egregious conduct, which shall be defined as any of the following:

- 1) a physical assault;
- 2) threats of violence;

3) embezzlement or theft;
4) prosecution for or conviction of a felony;
5) unauthorized possession of weapons or explosives on County property;
6) sexual harassment;
7) unlawful discrimination;
8) being under the influence of alcohol or non-prescribed drugs, to the level of incapacity, during work hours; or
9) violation of COUNTY's policy regarding use of COUNTY owned computers or other electronic devices.
EMPLOYEE expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing.

(b) COUNTY may place EMPLOYEE on paid administrative leave when COUNTY determines that EMPLOYEE's acts or omissions have resulted, or may result, in liability to COUNTY or AGENCY.

(c) Termination of EMPLOYEE's employment without cause may be effected by AGENCY giving written notice to COUNTY and COUNTY giving thirty (30) days' prior written notice to EMPLOYEE. Upon such termination, EMPLOYEE shall be entitled to additional salary and deferred compensation equal to that which would accrue during ninety (90) calendar days following termination and to be computed by the COUNTY Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, EMPLOYEE shall also be entitled to be compensated for one-fourth (1/4) of unused sick leave; one hundred percent (100%) of EMPLOYEE's floating holiday balance, converted and accrued as compensatory time pursuant to the Sonoma County Salary Resolution; and EMPLOYEE's deferred compensation balance. EMPLOYEE's health benefits and the COUNTY's portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. If EMPLOYEE elects to accept said severance package, EMPLOYEE shall execute an agreement that the severance package shall constitute a final settlement and satisfaction of all claims of EMPLOYEE against COUNTY or AGENCY arising out of his or her employment. EMPLOYEE expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing.

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

(e) From the date upon which EMPLOYEE either resigns or is notified of the COUNTY's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, EMPLOYEE shall continue to devote his or her full time, attention and effort to the duties anticipated hereunder and shall perform the

same in a professional and competent manner. If requested, EMPLOYEE shall assist COUNTY and AGENCY in orienting EMPLOYEE's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the AGENCY. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE's employment.

(f) EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment with COUNTY.

6. Nonassignability. EMPLOYEE shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of COUNTY.


7. Compliance with Law. EMPLOYEE shall, during his or her employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving COUNTY of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination with cause pursuant to this Agreement.


8. Definition of Sonoma County Salary Resolution. The Sonoma County Salary Resolution, as defined within this Agreement, shall be the COUNTY Board of Supervisors' Salary Resolution No. 95-0926, as amended or until superseded by further resolution(s) of the Board of Supervisors.



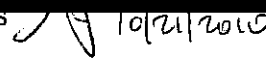
9. No Third Party Beneficiary Rights. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights. In addition, EMPLOYEE shall not have any rights and shall not be intended to be a third party beneficiary under the Staff Contract between the AGENCY and the COUNTY.

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

11. Termination of this Agreement as a Result of Termination of Staff Contract. In the event the Staff Contract is terminated by either the COUNTY or the AGENCY pursuant to paragraph 12 of the Staff Contract, then this Agreement for Personal Services shall terminate.

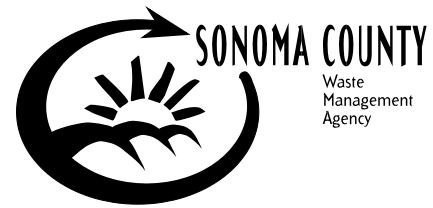

Clerk of the Board


By 
Chairman, Board of Supervisors

EMPLOYEE 

Henry Mikus 

APPROVED AS TO FORM:





To: Sonoma County Waste Management Agency Board Members

From: Henry Mikus, Executive Director

Subject: September 18, 2013 Agenda Notes

Please note we have a planned "Closed Session" with one item set to start at 8:30 AM. The item will be presented by Agency Counsel, Janet Coleson.

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.

- 8.1 Minutes of the August 21, 2013 Board meeting: regular approval.
- 8.2 HHW Contract Modifications (PaintCare): Please note this is a "**Unanimous Vote**" item. The still-developing PaintCare program, which is an effort by paint manufacturers to take responsibility for disposal of their products, is starting to show some positive developments. We are finally getting reimbursements for some of our used paint materials. However, since these savings are realized by our HHW contractor, Clean Harbors, we have put together a revision to our contractual arrangement so that their savings are reflected in our pricing. Even though the revised contract is not an expense increase, because the overall contract amount exceeds our "Unanimous Vote" threshold we are taking the safe approach by asking for a "Unanimous Vote."
- 8.3 LTF Bylaws Change: The Local AB939 Task Force (LTF) is an advisory group to our Board and the County Board of Supervisors on solid waste matters. They recently proposed some revisions to their by-laws, which require our approval. The Board of Supervisors has already done their approval. The changes are concerned with membership, voting, and meetings. The membership and meetings changes are routine housekeeping, while the voting change is a reduction in the LTF's quorum requirement to facilitate the holding of meetings.

Regular Calendar

- 9. Carryout Bag Ordinance Update: This is another update report. Five of our member jurisdictions' governing bodies have given direction to their representative to our Board to act in favor of our Carryout Bag Ordinance. We have met with one additional member, who has asked for a list of questions to be answered prior to any decision. Two other members are scheduled to discuss the carryout bag ordinance between the issue of this

Agenda packet and our Board meeting. Two members have not set a date for discussion yet. A draft enforcement agreement was developed to accommodate Agency members who were interested in self-enforcement of the Agency's ordinance and is included in this item.

10. Compost Site Analysis: At the last Board meeting staff was asked to provide additional information to aid the Board in its discussion and decision on which location, Site 40 or Central, would be best for our future compost operations. These items were, greenhouse gas emissions, costs at nearby competing facilities, food waste capacity, fire code restrictions, a project time line for each site, storm water requirements for Site 40 (particular to the San Francisco Bay RWQCB), leasing or purchasing just the minimal portion of Site 40 rather than the entire property, and an appraisal of Site 40's value.
11. Executive Director Contract: The Director's contract, originally for three years, is set to end January 3, 2014. Although the Agency's staff services, including the Director's contract, are done through County HR, the Agency Board is responsible for supervising and guiding the Director. In order for a new contract to be put in place, the Board needs to give its approval, and request County HR to engage in the process.
12. Attachments/Correspondence: There is only a single item this month presented under "Reports by Staff and Others" in addition to this "Director's Agenda Notes" report:
 - 12.2.a Outreach Events Calendar: This is our regular, updated listing of Outreach Events listing events planned for September and October 2013.

September 2013 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
3	4 – 8 PM	Community Toxics Collection, Guerneville
6,7	TBA	Sebastopol World Friends, Ukraine delegation, Sonoma Compost tour
7	10 AM-3 PM	20 th Annual Cloverdale Car and Motorcycle Show, Cloverdale
10	4 – 8 PM	Community Toxics Collection, Healdsburg
10	2 – 3 PM	Heirloom Expo, SCC presentation, “Compost & Mulch, Healthy Soils”
10-12	TBA	Heirloom Expo Display, Sonoma Compost Booth
14	1 PM	Mexican Independence Day Celebration at the Wells Fargo Center, Santa Rosa
14, 15	8 AM – 4 PM	Electronics Waste Collection Event, Cotati Park and Ride
15	11 AM – 5 PM	Mexican Independence Celebration, Sonoma Plaza, Sonoma
16-20	10 AM – 2 PM	Safe Medicine Disposal Round-Up Week, www.safemedicinedisposal.org for locations
17	4 – 8 PM	Community Toxics Collection, Santa Rosa, NW
21-29	TBA	Fourth Annual Creek Week, www.srcity.org/creekweek for full schedule of events
24	4 – 8 PM	Community Toxics Collection, City of Sonoma
26	5 – 8 PM	SCC Sebastopol Live on the Plaza Business Expo
26 or 27	TBA	Tour of Sonoma compost, Sebastopol World Friends Ukrainian Delegation

October 2013 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
1	4 – 8 PM	Community Toxics Collection, Cloverdale
5	10 AM - 2PM	Community Health and Safety Fair, Rohnert Park
5	9 AM – 12 PM	Bi-National Health Week Celebration Downtown West Plaza Park Healdsburg
5	8 AM – 1 PM	Riders Recycle event, the Rip City Riders Poker Run at the Sonoma County Fairgrounds. Santa Rosa
6	9 AM – 12 PM	Bi-National Health Week Celebration, CHDC Celebration at Windsor Catholic Church Grounds, Windsor
8	4 – 8 PM	Community Toxics Collection, Santa Rosa, SE
10	9 AM-10 AM	Graton Labor Center Outreach, Graton Labor Center, Graton
12	1 PM-5 PM	Bi-National Health Week Celebration Flowery School, Sonoma
15	4 – 8 PM	Community Toxics Collection, Oakmont
19, 20	8 AM – 4 PM	Electronics Waste Collection Event, Windsor WalMart
22	4 – 8 PM	Community Toxics Collection, Petaluma
28	12 PM – 3 PM	Bi-National Health Week Celebration (Dia de Muertos Celebration), Petaluma

29	4 – 8 PM	Community Toxics Collection, Glen Ellen
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Standard Events: Oil outreach via booths at area DMV offices most Wednesdays and Fridays weather permitting.