



**247 La Cuesta Drive  
Portola Valley, CA 94028  
(650) 619-5500 fax (650) 561-8414  
sherrylund@aol.com**

December 12, 2013

Dear SCWMA Board Members:

Thank you for sharing your individual feedback with me. It has helped to create an agenda for the overall strategic planning process and for this first meeting in that process. At the Dec. 18 meeting, please be prepared to briefly share the following information:

- 1) Your level of satisfaction with Agency services so far (e.g., Has the Agency done what your community needed? Have you been satisfied with the quality and level of services?); and
- 2) Your vision of services needed/desired for your community going forward.

This first session on Dec. 18 will focus on the “*what:*” We will lay out the critical path for the strategic plan, assess the general level of satisfaction to date, and hear your vision for what could best serve your community in the coming years. Henry Mikus will share comparative data and analysis on Agency effectiveness, present some membership and function options for how the Agency could continue, and share considerations for pursuing an independent path.

I would see the second strategic planning session focusing on the “*how,*” e.g., looking at governance models of well-functioning JPA’s, and arriving at best options for a future Agency.

After the end of the second meeting, I anticipate the Board would call the question for Councils/Supervisors as to whether they wish to participate in a future Agency JPA.

Based on those results, I would see a third (with a slight possibly of a fourth) session:

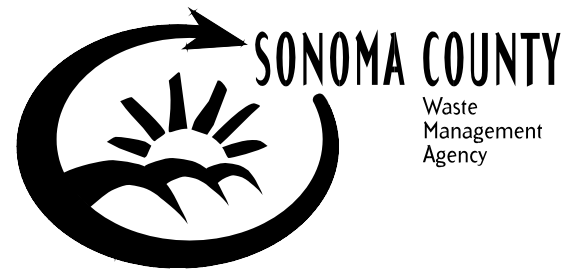
- If the Agency **will** continue past 2017, we would complete the strategic plan, agreeing on major strategies and goals.
- If the Agency **will not** continue past 2017, we would develop a transition plan to wind it down as smoothly as possible.

I'm looking forward to seeing you on December 18. Please contact me if you have any additional questions prior to that meeting.

Thanks much and best regards,



Sherry Lund  
Principal



**SONOMA COUNTY WASTE MANAGEMENT AGENCY**

**Special Meeting of the Board of Directors**  
**Strategic Planning Process – Session 1**

December 18, 2013  
8:30 a.m.

City of Cotati "Cotati Room"  
216 East School Street  
Cotati, CA

**Estimated Ending Time 12:30 p.m.**

**AGENDA**

**Item**

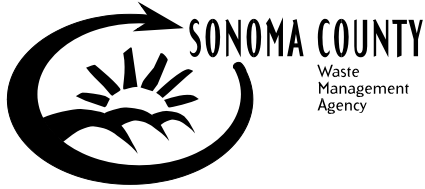
1. Call to Order Special Meeting
2. Opening Remarks: Sherry Lund, Meeting Facilitator
3. Public Comments
4. Ground Rules: Sherry Lund
5. Session Objectives
  - Begin the strategic planning process by:
    1. Laying out the strategic planning critical path
    2. Developing a future vision of services required
    3. Considering membership and funding options for continuing the Agency
6. Themes from advance interviews and consultant observations
7. Overview of the strategic planning process – the critical path
8. Why the JPA formed in the first place (Pg. 3)
9. Level of satisfaction with Agency services/service delivery to date (Pg. 43)
10. Vision of services desired for the future
11. Membership/function options for continuing the Agency (Pg. 61)

12. Next steps and evaluation
13. Boardmember Comments
14. Staff Comments
15. Next SCWMA meeting: January 15, 2014
16. Adjourn

**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 Cotati "Cotati Room", 216 East School Street Cotati, CA. It is also available on the internet at [www.recyclenow.org](http://www.recyclenow.org)



**Agenda Item #: 8**  
**Cost Center: All**  
**Staff Contact: Mikus**  
**Agenda Date: 12/18/2013**

## **ITEM: Joint Powers Agency Formation**

### **I. BACKGROUND**

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

AB 939 (Sher) and its supplemental bill SB 1322 (Bergeson) made landmark changes to solid waste regulations in California. AB 939 highlights directly affecting local solid waste programs were: establishing requirements for local governments to divert 25% of their waste streams by 1/1/1995 followed by an increase in the rate to 50% by 1/1/2000, through "source reduction, recycling, and composting activities;" requiring formulation of County Integrated Waste Management Plans (ColWMP); establishing a statewide system for permitting, inspection, and enforcement of solid waste facilities; and allowed local governments to impose fees to pay costs for preparing, adopting, and implementing integrated waste management plans. In addition to acting in concert with AB 939, SB 1322 contained state-level provisions for public information and education programs, and sought to identify educational methods to "effect environmentally positive changes in human behavior".

Previous to AB 939 there were several bills that addressed Household Hazardous Waste (HHW), requiring counties to identify programs for safe management of HHW, and include HHW in their solid waste plans. Two key pieces of legislation were from 1986, AB 1809 and AB 2948 (both by Tanner).

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

Due dates for ColWMP completion varied depending on each jurisdiction's remaining landfill capacity. AB 2494 (Sher) of 1992 first allowed these plans to be done regionally, but initially carried a restriction limiting this allowance to just rural counties with population less than 250,000. Subsequently in 1993, AB 440 (Sher) removed the population restriction and specifically allowed local governments to form a JPA for Integrated Waste Management planning.

### **II. DISCUSSION**

The Agency was initially formed to provide regional programs that would enable compliance with the diversion goals set by AB 939. The belief was that a cooperative effort among the cities and the County would provide regional consistency, and be more efficient as a joint effort rather than individually managed programs. As stated in the Agency Agreement, AB 939 "...requires Participants to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve their diversion goals." Thus the Agency members decided to form the Agency to "...cooperate with

each other... so as to carry out, in an efficient manner, these objectives.” The Agency Agreement defined four specific areas of responsibility for the Agency related to waste diversion: 1) yard waste; 2) wood waste; 3) household hazardous waste; and 4) public education. In addition to diversion goals, the pieces of state legislation mentioned above specifically list composting, education, and HHW as important solid waste activities, thus providing impetus to the selection of these same programs as core to the Agency’s function. Although they are distinct and different incoming materials, and metrics are in place to track them separately, over time, yard waste and wood waste have come to be thought of as components of a single “organics diversion” or compost program.

A “Joint Powers Agreement” was developed and adopted to set forth “...terms and provisions...” for the Agency to operate under. Adoption of approving resolutions by the members’ governing bodies occurred through early 1992, and the Agency had its first Board meeting in April 1992.

In large part because of the previously discussed provisions of AB 2494 and AB 440, regional solid waste planning and reporting responsibilities were added to the list of Agency functions. The First Amendment to the Agreement occurred in January 1996. This Amendment added a new Section 27 to the Agreement which established the Agency as a “Regional Agency” pursuant to Public Resources Code Section 40970 et seq., to act on behalf of its members to perform the necessary solid waste planning and reporting functions.

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

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

In addition to the Agency Agreement, “Rules of Governance of the Sonoma County Waste Management Agency” were adopted by a resolution of the Board (No. 92-002 dated April 15, 1992) to establish parameters for conduct of Board meetings. Minor changes have been made since, with the last changes made by approval at the December 20, 2006 Board meeting.

### III. SUMMARY

The Agency was formed by the nine incorporated cities/town, and Sonoma County for the unincorporated areas, to provide programs with regional consistency and efficiency to comply with AB 939 waste diversion standards. Initial core programs were composting/organics, HHW, and education. A subsequent First Amendment prompted by AB 440 added regional solid waste planning and reporting to the list of core programs. The belief has been that as single region-wide activities these core programs are performed more efficiently and cost effectively than individual programs managed individually by the member jurisdictions.

### IV. ATTACHMENTS

1992 JPA Agreement  
1996 First Amendment

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

COPY

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

REVISION DATE: 2-11-92

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## AGREEMENT

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

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

## RECITALS

This Agreement is predicated on the following facts:

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

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

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

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

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

## JOINT POWERS AGREEMENT

NOW, THEREFORE, Participants agree as follows:

### Section 1. Definitions

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

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

County. Sonoma County.

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

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

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

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

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

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

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

### Section 2. Purpose of Agreement

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

### Section 3. Covenant of Cooperation in Waste Program

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

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

Section 4.           Composition of Joint Powers Agency

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

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

Section 5.           County to Provide Sites at Central Landfill

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

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

Section 6. County to Provide Site Improvements

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

Section 7. Agency to Arrange for Operator and Equipment

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

Section 8. Household Hazardous Waste Acceptance Area

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

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

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

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

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

Section 10. Financing - Household Hazardous Waste Storage and Disposal

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

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

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

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

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

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

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

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

Section 13.      Financing - Yard and Wood Waste

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

Section 14.      Joint Powers Agency Authority to Adopt Regulations

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

Section 15.      Commencement of Operation

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

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

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

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

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

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

Section 18. Public Education -- Allocation of Costs

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

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

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

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

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

#### Section 20. Term of This Agreement

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

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

#### Section 21. Records and Accounts

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

#### Section 22. Liabilities and Limitations of Parties

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



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

Section 23. Insurance

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

Section 24. Severability

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

Section 25. Non-Tipping Fee Funding Sources

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

Section 26. Amendments to Agreement

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

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

ATTESTED:

CITY OF SANTA ROSA

  
City Clerk

By 

ATTESTED:

CITY OF ROHNERT PARK

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF SEBASTOPOL

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF SONOMA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF CLOVERDALE

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF PETALUMA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

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

ATTESTED:

CITY OF SANTA ROSA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF ROHNERT PARK

\_\_\_\_\_  
C

By \_\_\_\_\_

ATTESTED:

CITY OF SEBASTOPOL

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF SONOMA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF CLOVERDALE

\_\_\_\_\_  
City Clerk

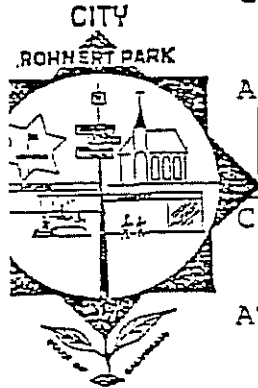
By \_\_\_\_\_

ATTESTED:

CITY OF PETALUMA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_



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

ATTESTED:

CITY OF SANTA ROSA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF ROHNERT PARK

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF SEBASTOPOL

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF SONOMA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF CLOVERDALE

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City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF PETALUMA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

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

ATTESTED:

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City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF ROHNERT PARK

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City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF SEBASTOPOL


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City Clerk

By \_\_\_\_\_

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CITY OF SONOMA

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ATTESTED:

CITY OF CLOVERDALE

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City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF PETALUMA

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City Clerk

By \_\_\_\_\_

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

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City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF ROHNERT PARK

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City Clerk

By \_\_\_\_\_

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CITY OF SEBASTOPOL

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City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF SONOMA

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City Clerk

By \_\_\_\_\_

ATTESTED:  
[REDACTED]

~~CITY OF CLOVERDALE~~

By [REDACTED]

ATTESTED:

CITY OF PETALUMA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

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

ATTESTED:

CITY OF SANTA ROSA

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City Clerk

By \_\_\_\_\_

ATTESTED:

CITY OF ROHNERT PARK

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ATTESTED:

CITY OF HEALDSBURG

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City Clerk

By \_\_\_\_\_

ATTESTED:

COUNTY OF SONOMA

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County Clerk

By \_\_\_\_\_



ATTESTED:

CITY OF COTATI

City Clerk \_\_\_\_\_ By \_\_\_\_\_

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CITY OF HEALDSBURG

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COUNTY OF SONOMA

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County Clerk

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City Clerk

TOWN OF WINDSOR  
  
By 

# EXHIBIT A

## Wood Waste

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

## Yard Waste

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

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

## EXHIBIT "B"

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

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

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

#### STRUCTURE OF AGREEMENT

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

#### SOURCE OF MATERIALS

Materials for the program will come from the following sources:

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

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

#### REUSABLE MATERIALS

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

#### MARKETING AND END USE OF MATERIALS

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

#### INFORMATION AVAILABLE TO PROPOSERS

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

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

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

#### PROPOSAL EVALUATION

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

RESOLUTION NO. 92-006

Dated: June 17, 1992

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

---

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

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

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

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

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

RESOLUTION NO. 94-015Dated: September 21, 1994

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

---

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

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

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

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

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

SLB779

-1-

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

COPY

RESOLUTION NO. 95-002

Dated: January 18, 1995

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

---

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

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

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


MEMBERS:

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

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

SO ORDERED.

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

 1/18/95  
Clerk of the Sonoma County Waste  
Management Agency of the State of California,  
in and for the County of Sonoma.



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

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

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

"Section 27. Regional Agency

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

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

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

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

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

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

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

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

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

ATTESTED:

CITY OF CLOVERDALE

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City Attorney



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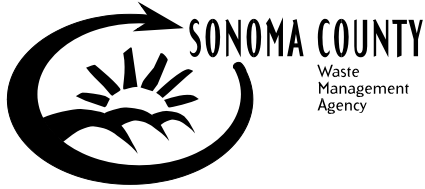
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**Agenda Item #: 9**  
**Cost Center: All**  
**Staff Contact: Mikus**  
**Agenda Date: 12/18/2013**

## **ITEM: Joint Powers Agency Analysis of Effectiveness of Services**

### **I. BACKGROUND**

The Sonoma County Waste Management Agency (SCWMA, or the Agency) was formed as a Joint Powers Agency (JPA) comprised of the incorporated cities of Sonoma County plus the County of Sonoma, to provide programs with regional consistency and efficiency to comply with AB 939 waste diversion standards. Initial core programs were composting/organics, HHW, and education. A subsequent First Amendment prompted by AB 440 added regional solid waste planning and reporting to the list of core programs.

### **II. DISCUSSION**

#### *Overall Agency Effectiveness:*

In order to examine the effectiveness of the Agency services, several methods were used. First, **comparisons were made to other California local government entities to evaluate levels of service, costs, and fees.** Where appropriate, per-capita numbers were developed. Five other organizations were studied, based to varying degrees on geographic proximity, similarity of services, and available data. For those whose revenue base was a per-ton fee (similar to the Agency) the range was from near \$14/ton to \$6/ton, all higher than the Agency's current trash surcharge of \$5.95 per ton. On a per capita basis the program expenditures were higher than the Agency's for four groups, ranging from \$14.68 to \$6.29 per person per year; the Agency's fees equal \$4.59 per person per year. Only one entity had lower per-capita costs, but their program did not include HHW expenditures which regularly account for 80% or more of the surcharge income.

**Agency expenditures per capita would indicate the Agency is accomplishing more with less money than other entities, including some which are far larger and have greater opportunities for leveraging their economies of scale.** The chart below summarizes the findings.

The "Per capita disposal rate" is a metric that measures average pounds of waste disposed of per person per day. Lower numbers in this measurement represent less waste generation and more diversion, while higher number are indicative of more waste generation and lower diversion. Regionally, the Agency is one of the lowest per capita disposal rates, which is a good indicator that Agency programs, whether directly diversion related or concerned with education, are extremely effective. The state "target" for Sonoma County is 7.1 pounds per person per day, and is equivalent to achieving a 50% waste diversion rate. In fact since the state began using this metric to assess waste generation and diversion, the Agency's regional number has shown continuous decrease. As a relative comparison, various recent studies and estimates put or regional waste diversion rate at between 65% and 70%. It is clear the Agency's long focus on diversion programs and education have been a great positive impact on these figures.

Entity	FY 13-14 Budget Expenditures	Per ton disposal fee	Per capita disposal rate	Disposal Tons	Population	Expenditures per capita	Notes
SCWMA	\$ 2,237,284	\$5.95	3.5	307,180.34	487,011	\$ 4.59	
Stopwaste.org Alameda County	\$ 22,494,930	\$10.60 base, import fee of \$4.53-6/ton, benchmark fee of \$1.81-21.72 per account	4.1	1,137,374.48	1,532,137	\$ 14.68	Proposing new \$9.95 per residence fee to offset HHW deficit
Marin County Haz and Solid Waste JPA	\$ 3,561,122	\$13.80	3.9	180,738.86	254,790	\$ 13.98	
San Luis Obispo IWMA	\$ 1,707,039	\$3/ton tip fee revenue, \$3/ton AB 939 fee	4.3	215,345.32	271,483	\$ 6.29	
City of San Jose	\$ 10,053,335	Unknown, appears to be tied to disposal service	3.1	539,710.31	958,789	\$ 10.49	Only includes public outreach and administrative services, could not determine how much additional was HHW disposal. Used 2011 disposal data.
Sacramento Regional Solid Waste Authority	\$ 4,312,924	Revenues are mainly from franchise fees	4.4	820,517.16	1,031,631	\$ 4.18	Does not include HHW disposal expenditures

*Value for Agency Member Jurisdictions:*

**Agency staff also studied Agency expenditures to see how they provided value for member jurisdictions.** Staff tabulated both costs per jurisdiction compared to the contributions via the surcharge made by each members' citizens, and examined what the members' individual costs might be for performing Agency functions on their own; these numbers were also compared to surcharge revenues. For brevity the figures for a couple recent fiscal years have been tabulated into charts which are presented as attachments. They are labeled "Actual costs compared to contributions" and "Jurisdiction costs on their own."

General conclusions are:

1. **Most member jurisdictions' citizen contributions are equal to or less than the costs attributable back to each jurisdiction;** naturally, there are yearly variations in surcharge contributions or expenses.
2. **Most member jurisdictions would be required to find additional funding, in some cases quite substantial, in order to provide equivalent services absent the Agency's programs.** In most cases, because of the economies of scale plus the natural duplication of effort for like activities as individual efforts, services would either not be at an equivalent level to that currently in place via the Agency or expense beyond the estimates in the accompanying charts would be required. An example would be the Agency Toxics Facility, which is available for all and is open 50 weeks per year free to residents. If a member were to offer an identical service they would have the expense of establishing their own similar facility.

The estimates for expenses to be incurred by member jurisdictions for staffing, listed under "New Administrative Costs," were based on partial or full-time employees relative to member jurisdiction population.

*Compost Fees:*

**A recent survey of six neighboring compost operations' fees has shown that the Agency's fee structure is very competitive.** Four of the six facilities have higher gate fees, and the other two places, although slightly less, are similar in cost enough that any savings are easily offset by the

added transport costs. Transporting organics materials to out-of-County sites is not considered cost effective, and would also result in much greater greenhouse gas emissions.

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	-
*Calculated by converting cubic yard charge to tons		

#### *Compost – Benefits and Participation*

**A comparison to the alternative, landfilling as trash, shows the Agency's facility fees are about one-third the local county tip fee for trash, which provides a great incentive for diversion of organics to this compost program. This difference in cost between compost and landfill gate fees translates to a net savings by comparative avoided costs of \$7 M annually.**

**Under the current arrangement, the Agency's compost program is better than self-sustaining, as it has been able to not only cover its costs but set money aside for a new site and, together with such a facility, plan for program expansion. The composting operation at the Central Disposal Site has been operating since 1993, diverting over 1.3 million tons of organic waste from landfill disposal or alternative daily cover. The wood and yard waste programs have arguably been the Agency's most successful programs in terms of diversion and cost effectiveness – the tip fee for yard waste is roughly 1/3 that of the refuse tip fee.**

Participation in the Organics Program has steadily increased in since 1993 from 43,476 tons per year to a peak of 99,299 tons in 2008; last year the amount of material diverted into compost was 98,000 tons. While wood waste tonnages have declined; yard debris tonnages have increased to more than compensate for the decline in wood wastes.

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

#### *Education Efficiency:*

Currently the Agency provides education and outreach services about waste diversion and recycling, as described in the attached appendix. In addition, the franchise trash haulers contracted with each of the cities/town and the County are required, in varying degrees, to provide education to their customers. Thus far the efforts of the Agency and the haulers have been collaborative with minimal overlap. **A chart with the Agency level of effort and tasks, together with the haulers' contract-required efforts and tasks, is attached as information. The stark contrast the comparison shows is that while the franchise haulers' direct customer contacts are measured in increments of ten and twenty, the Agency's contacts are in the tens and hundreds of thousands. It must be noted that typically the franchise haulers' distributed informational materials contain items generated by Agency staff.**

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

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

### III. SUMMARY

The decision to form the Agency by its member jurisdictions was driven in part by the desire to manage solid waste diversion programs efficiently and cost effectively, and to develop then maintain regional consistency for these programs. At a general level, it would appear these goals have been met, and then sustained.

**The Agency has demonstrated its effectiveness when measured against other well-regarded and in some cases, much larger entities in neighboring communities.**

Analysis of contributions via user fees from member jurisdictions' citizens against direct expenditures on Agency programs confirms the conclusion that programs are cost efficient.

As to effectiveness, the per capita disposal rate comparison with other governments' programs shows that regionally this figure compares favorably, and is substantially better than the State goal of 7.1 pounds for person per day.

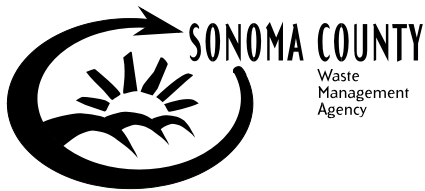
The current status embodies the statements written into the original 1992 Joint Powers Agreement for the Agency members to "...cooperate with each other... so as to carry out, in an efficient manner, these objectives."

### IV. ATTACHMENTS

Appendix: JPA Explanation of Services  
FY 11-12 Actual costs compared to contributions  
FY 11-12 Jurisdiction costs on their own  
FY 12-13 Actual costs compared to contributions  
FY 12-13 Jurisdiction costs on their own  
Annual Education Cost + Grant Benefits per Resident Chart  
Regional Education comparison listing  
Program Costs by Jurisdiction



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



**Appendix to:**  
**Agenda Item #: 9**  
**Cost Center: All**  
**Staff Contact: Mikus**  
**Agenda Date: 12/18/2013**

## **APPENDIX: Joint Powers Agency Explanation of Services**

### **I. BACKGROUND**

The Sonoma County Waste Management Agency (SCWMA, or the Agency) has core programs grouped into several categories: 1) Composting/Organics; 2) HHW; 3) Education and Outreach; and 4) Regional Solid Waste Planning and Reporting. Explanations of the activities performed by the Agency for these program groups are presented below. In addition, a separate explanation on the Agency's income sources and related finances is given, together with a brief summary of Agency staffing.

### **II. SUMMARY**

**Composting/Organics** is a program that processes approximately 100,000 tons of wood, yard, agricultural, and vegetative food waste per year, turning it into locally utilized compost and mulch products. This program is one cornerstone of regional waste diversion efforts, and is a prime example of full circle recycling as locally generated waste materials become locally used beneficial products.

**HHW programs** include collection and disposal of toxic materials/chemicals, E-Waste, and used oil products. The Agency operates a Toxics Collection Facility and carries out weekly Community Toxic Collection events plus monthly Community E-Waste Collection events. The Agency partners to operate two used oil collection locations, and has offered programs for collection of other challenging waste types as funding (mainly grants) and markets allow. Annually, the HHW programs listed above process 2.8 million pounds of problem wastes.

**Education and Outreach programs** include the annual "**Recycling Guide**", maintaining the electronic version of the "**Recycling Guide**" via the web site [www.recyclenow.org](http://www.recyclenow.org), and answering the Eco-Desk telephone (565-3375) and email [recyclenow@sonoma-county.org](mailto:recyclenow@sonoma-county.org). The "**Recycling Guide**" and website offer our community a comprehensive listing of all manner of waste disposal, recycling, and diversion options available within our region. These efforts are fair and objective, as they treat all participants in the system equally, whether commercial or non-profit, large or small, multi-faceted or single-niche, or regardless of geographic coverage. All programs have a Spanish Language component. The Agency is also a presence at numerous community events and civic activities.

**Planning and Reporting** work includes management of the Countywide Integrated Waste Management Plan (CIWMP), and providing mandated reports for waste generation and recycling, various HHW components, Mandatory Commercial Recycling, and information for NPDES storm water permit annual reports.

**Agency activities are funded by user fees, contract revenues, and grants.** No special or annual allotment support payments are levied on our member jurisdictions to finance the Agency's work.

### **III. DISCUSSION**

#### **Review of Current Services:**

2300 County Center Drive, Suite 100 B, Santa Rosa, California 95403 Phone: 707.565.2231 Fax: 707.565.3701 [www.recyclenow.org](http://www.recyclenow.org)

#### *Composting/Organics:*

**The Agency operates a composting program that accepts wood, yard, agricultural material, and vegetative food waste that are processed into several products, mainly compost and mulch.** This operation is sited on County property above previously buried trash at the Central Landfill and is run on behalf of the Agency by a private contractor, Sonoma Compost Company (SCC). This program diverts from the waste stream, and processes, nearly 100,000 tons of organic material per year. Finished compost and mulch is sold almost entirely within Sonoma County to both the agriculture community and our members' constituents, so is a true example of full-circle recycling. The finished compost is Organic Materials Review Institute (OMRI)-listed and California Department of Food and Agriculture (CDFA)-registered as allowable for use in Organic agriculture. In addition to the material sales, via an allocation program (based on 10% of incoming materials) mulch and compost are made available free of charge to our member jurisdictions. Also, approximately 10,000 tons per year of ground feedstock are provided free as bulking material to the Laguna Regional Waste Water Treatment Plant for their bio-solids composting program, which has a processing cost to the Agency of over \$250,000.

#### *Household Hazardous Waste:*

The HHW program has several components. **The Agency's operating contractor, Clean Harbors Environmental Services, manages a Toxics Collection Facility on County property at the Central Disposal Site to collect and properly dispose of a variety of environmentally challenging materials** including pesticides, paint products, cleaners, batteries, spent fluorescent bulbs, expired medicines, automotive products, and fuels. Citizens can utilize the program for free while businesses that qualify as Conditionally Exempt Small Quantity Generators can participate for a fee. The program accepts drop-offs at the Toxics Collection Facility, plus holds weekly Community Toxic Collection events throughout the county. The Toxic Rover system picks up materials at homes; this is fee based for most but free for seniors over age 80 and housebound residents. **In recent years toxics collections have amassed 1.5 million plus pounds of materials annually, costing over \$1 M per year, with the program showing continuous growth.**

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

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

#### *Education and Outreach:*

**The Agency manages public education and outreach programs for the region that meet ColWMP, Agency Board, State and Grant requirements. The Agency's role in education is to act as an impartial organizer and coordinator of information** among garbage companies, the Agency, the State, city/county programs, the business community and other organizations in order to integrate county-wide messages with a focus on consistency and impartiality. All Agency programs have Spanish language components in addition to English. Work is accomplished primarily by Agency staff (76%) and contractors (24%). Partnerships with other public and private entities (Russian River Watershed Association, Sonoma County Water Agency, The Ratto Group) augment the public education efforts.

The Agency employs annual education themes that respond to new regional programs or grant funded opportunities: Recent examples are: 2013, Reusable Shopping Bags; and 2012, Used Motor Oil Recycling & Mandatory Commercial Recycling (grant funded).

Major Agency staff education services include publishing the annual **“Recycling Guide”**, maintaining the electronic version of the **“Recycling Guide”** via the web site [www.recyclenow.org](http://www.recyclenow.org), and answering the Eco-Desk telephone (565-3375) and email [recyclenow@sonoma-county.org](mailto:recyclenow@sonoma-county.org). The **“Recycling Guide”** and website offer our community a comprehensive listing of all manner of waste disposal, recycling, and diversion options available within our region. These efforts are fair and objective, as they treat all participants in the system equally, whether commercial or non-profit, large or small, multi-faceted or single-niche, or regardless of geographic coverage. Agency personnel attend and staff booths at a multitude of local events throughout each year, such as fairs, symposiums, farmers’ markets, and conferences to share information about available recycling and diversion programs. The Eco-Desk phone and email response not only provides direct communication with the public, but also provides a forum for the public to relate important issues.

Education programs accomplished by contractors include home composting education by UC Cooperative Extension, Used Motor Oil/Filter Recycling education, and Spanish Language Outreach. Currently, the third iteration of a grant-funded Mandatory Commercial Recycling (MCR) outreach program is beginning. The MCR first phase provided information about recycling options available to commercial, multifamily, and government entities in advance of the start of state MCR rules; this was accomplished by a combination of mailing written materials, telephone contacts, and in-person visits. A major MCR program accomplishment was development of a comprehensive database that lists the commercial entities in Sonoma County subject to the State recycling requirements.

#### *Planning and Reporting:*

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

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

An additional regional planning role fulfilled by the Agency is **management of the Countywide Integrated Waste Management Plan (ColWMP)**. This is a state-mandated planning document that sets forth facilities, goals, plans, and methods for managing our solid waste, whether this involves trash disposal, diversion efforts, or recycling programs. It is a key document that is reviewed at least every five years, and is an integral part of the solid waste permit process managed by CalRecycle and by local jurisdictions. Part of the Agency’s function with this document involves ensuring that new or modified facilities conform to the plan, which in turn enhances the collective regional synergy so that all participants effectively work to reduce waste. With SCWMA functioning as a Regional Agency, individual jurisdictions are not required to create, adopt, or maintain individual components for the ColWMP. These components would be the Source Reduction and Recycling Elements, Household Hazardous Waste Elements, and Non-Disposal Facility Elements. Also, the County is not required to create the Countywide Siting Element and Summary Plan for the ColWMP.

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

waste management in the County. The ColWMP is also specifically referenced in General Plans for Healdsburg, Petaluma, Rohnert Park, and Santa Rosa.

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

Agency staff provides information annually to be included in the County's National Pollution Discharge Elimination System (NPDES) Phase I and Phase II annual reports for small Municipal Separate Storm Sewer Systems (M.S.4s). The NPDES storm water permit requires that the County submit annual reports. Agency efforts are described in the annual reports because they contribute to prevention of storm water pollution in Sonoma County. If the Agency chooses to terminate the efforts described in the annual reports, the County would have to revise the Storm Water Management Plan to delete the measurable goals provided by the Agency.

## **Finances:**

### *Overall Agency Funding:*

**Agency activities are funded by user fees, contract revenues, and grants.** No special or annual allotment support payments are levied on our member jurisdictions to finance the Agency's work. An Agency tip fee surcharge (currently \$5.95 per ton) is assessed on all trash processed by the County's solid waste system and is collected as a pass-through on the \$115/ton County tip fee. As a general rule, planning/reporting, education, and HHW activities are supported by the tip fee surcharge. This surcharge is not applied to waste materials brought in-system for compost, HHW, or any recycling programs. Via a contractual agreement, despite having its trash disposed of outside the county solid waste system, the City of Petaluma supports the Agency by paying the surcharge on its waste hauled elsewhere. This is done because Petaluma still benefits from all the Agency functions. Similarly, the City of Sonoma paid the Agency the surcharge of a portion of its trash that was out-hauled for a fixed period of two years. Certain contracts, such as the E-Waste collection and recycling contract, include revenue from payments for collected materials.

### *Compost Finances:*

Compost finances, per the Joint Powers Agreement, are separated from other Agency programs; in fact any revenue or surplus is required to remain within the compost program. **The program is completely self-supporting as it funded entirely by user fees and materials sales.** The compost program has income from several sources. A tip fee is charged on inbound materials which is \$34.10 per ton for yard debris and \$27.60 per ton for wood at Central and \$36.20 per ton for yard debris and \$29.70 per ton for wood at the other transfer stations. The Agency also shares, with SCC, in the revenue from sales of processed materials from the compost program. However, the Agency pays SCC per-ton fees for processing, ranging from \$18.80 to \$26.03 per ton depending on the particular product, process, and material. The Agency also pays transport fees of \$11.07 per ton for organic materials collected at the transfer stations that are hauled to the Central Compost facility.

### *Reserve Accounts:*

The Agency manages several Reserve Accounts that have met their funding goals. They are a Contingency Reserve, two HHW Reserves (Facility and Closure), and the Organics Reserve. The HHW reserve accounts provide funds to cover unusual catastrophic events where large unexpected amounts of HHW would need to be dealt with, and for all the closure related activities when the toxics facility is at the end of its useful life and requires closure. **Thus any potential liabilities related to HHW facility closure are fully funded.** The organics fund is dedicated to providing basic seed money for developing and building a new compost facility.

*Grant Monies and Other Funding Sources:*

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

For the most recent fiscal year, in addition to these two grants we received money from PG&E for the fluorescent lamp take-back program. A current state grant supports our procurement and distribution of sharps containers to enable safe disposal of needles and similar medical items.

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

**Staff:**

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

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



# AGENCY FUTURE DISCUSSION

## AGENCY PROGRAM COSTS BY JURISDICTION FY 11-12

Date: December 18, 2013



	<b>Surcharge contributions</b> <i>Collected from tipping revenue at \$110/ton</i>	<b>Household Hazardous Waste (HHW)</b> <i>Collection &amp; disposal</i>	<b>Education &amp; Outreach</b> <i>Recycling Guides, Eco-Desk, website, fairs, campaigns</i>	<b>Organics Allocations</b> <i>Free mulch &amp; compost for members</i>	<b>Shared Admin. Expenses</b> <i>Contract administration &amp; program management</i>	<b>Jurisdiction total</b> <i>Total of services provided, by jurisdiction</i>	<b>Avoided costs due to Organics participation</b> <i>Difference between yard debris &amp; landfill tipping fee</i>
CLOVERDALE	\$28,674	\$14,506	\$2,617	\$752	\$12,087	\$29,962	\$114,478
COTATI	\$27,067	\$40,056	\$1,021	\$788	\$11,410	\$53,275	\$111,634
HEALDSBURG	\$76,451	\$33,294	\$995	\$2,375	\$32,228	\$68,892	\$325,592
PETALUMA	\$216,956	\$242,160	\$4,853	\$6,633	\$91,457	\$345,103	\$1,057,748
ROHNERT PARK	\$123,516	\$89,607	\$3,245	\$2,688	\$52,068	\$147,608	\$455,851
SANTA ROSA	\$590,447	\$394,714	\$24,642	\$12,957	\$248,902	\$681,215	\$2,112,831
SEBASTOPOL	\$56,922	\$144,968	\$1,229	\$1,310	\$23,995	\$171,502	\$191,018
SONOMA	\$77,336	\$31,407	\$1,879	\$4,255	\$32,601	\$70,142	\$610,819
SONOMA COUNTY	\$333,935	\$119,417	\$4,954	\$12,368	\$140,770	\$277,509	\$2,047,833
WINDSOR	\$78,181	\$37,883	\$1,715	\$2,741	\$32,957	\$75,296	\$436,749
<b>TOTALS</b>	<b>\$1,609,485</b>	<b>\$1,148,012</b>	<b>\$47,150</b>	<b>\$46,867</b>	<b>\$678,475</b>	<b>\$1,920,504</b>	<b>\$7,464,553</b>



# AGENCY FUTURE DISCUSSION

## JURISDICTION COSTS ON THEIR OWN FY 11-12

Date: December 18, 2013



	<b>Surcharge contributions</b> <i>Collected from tipping revenue at \$110/ton</i>	<b>Household Hazardous Waste (HHW)</b> <i>Collection &amp; disposal</i>	<b>Education &amp; Outreach</b> <i>Recycling Guides, Eco-Desk, website, fairs, campaigns</i>	<b>New admin. costs</b> <i>assuming 1 FTE at \$100K for salary and benefits</i>	<b>Jurisdiction total</b> <i>Total of services needed to be provided, by jurisdiction</i>	<b>Additional revenue needed</b>
CLOVERDALE	\$28,674	\$14,506	\$2,617	\$50,000	\$67,123	\$38,449
COTATI	\$27,067	\$40,056	\$1,021	\$50,000	\$91,077	\$64,010
HEALDSBURG	\$76,451	\$33,294	\$995	\$50,000	\$84,289	\$7,838
PETALUMA	\$216,956	\$242,160	\$4,853	\$150,000	\$397,013	\$180,057
ROHNERT PARK	\$123,516	\$89,607	\$3,245	\$100,000	\$192,852	\$69,336
SANTA ROSA	\$590,447	\$394,714	\$24,642	\$200,000	\$619,356	\$28,909
SEBASTOPOL	\$56,922	\$144,968	\$1,229	\$50,000	\$196,197	\$139,275
SONOMA	\$77,336	\$31,407	\$1,879	\$50,000	\$83,286	\$5,950
SONOMA COUNTY	\$333,935	\$119,417	\$4,954	\$200,000	\$324,371	-\$9,564
WINDSOR	\$78,181	\$37,883	\$1,715	\$50,000	\$89,598	\$11,417
<b>TOTALS</b>	<b>\$1,609,485</b>	<b>\$1,148,012</b>	<b>\$47,150</b>	<b>\$950,000</b>	<b>\$2,145,162</b>	<b>\$535,677</b>





# AGENCY FUTURE DISCUSSION

## AGENCY PROGRAM COSTS BY JURISDICTION FY 12-13

Date: December 18, 2013



	<b>Surcharge contributions</b> <i>Collected from tipping revenue at \$111/ton</i>	<b>Household Hazardous Waste (HHW)</b> <i>Collection &amp; disposal</i>	<b>Education &amp; Outreach</b> <i>Recycling Guides, Eco-Desk, website, fairs, campaigns</i>	<b>Organics Allocations</b> <i>Free mulch &amp; compost for members</i>	<b>Shared Admin. Expenses</b> <i>Contract administration &amp; program management</i>	<b>Jurisdiction total</b> <i>Total of services provided, by jurisdiction</i>	<b>Avoided costs due to Organics participation</b> <i>Difference between yard debris &amp; landfill tipping fee</i>
CLOVERDALE	\$31,079	\$10,053	\$3,266	\$1,067	\$12,386	\$26,771	\$122,526
COTATI	\$27,301	\$36,708	\$975	\$888	\$10,880	\$49,450	\$99,334
HEALDSBURG	\$82,027	\$20,605	\$3,602	\$3,031	\$32,689	\$59,927	\$308,569
PETALUMA	\$218,824	\$246,400	\$9,651	\$8,447	\$87,205	\$351,704	\$1,012,548
ROHNERT PARK	\$125,270	\$91,200	\$7,571	\$3,836	\$49,922	\$152,529	\$479,727
SANTA ROSA	\$630,413	\$352,156	\$38,736	\$17,729	\$251,231	\$659,853	\$2,023,474
SEBASTOPOL	\$58,055	\$131,501	\$5,515	\$1,778	\$23,136	\$161,930	\$191,560
SONOMA	\$63,158	\$40,119	\$7,437	\$4,755	\$25,170	\$77,481	\$494,394
SONOMA COUNTY	\$356,072	\$130,182	\$5,845	\$18,890	\$141,901	\$296,818	\$2,241,057
WINDSOR	\$79,794	\$34,206	\$3,424	\$3,817	\$31,800	\$73,246	\$454,429
<b>TOTALS</b>	<b>\$1,671,993</b>	<b>\$1,093,131</b>	<b>\$86,022</b>	<b>\$64,237</b>	<b>\$666,320</b>	<b>\$1,909,710</b>	<b>\$7,427,618</b>



# AGENCY FUTURE DISCUSSION

## JURISDICTION COSTS ON THEIR OWN FY 12-13

Date: December 18, 2013



	<b>Surcharge contributions</b> <i>Collected from tipping revenue at \$111/ton</i>	<b>Household Hazardous Waste (HHW)</b> Collection & disposal	<b>Education &amp; Outreach</b> <i>Recycling Guides, Eco-Desk, website, fairs, campaigns</i>	<b>New admin. costs</b> <i>assuming 1 FTE at \$100K for salary and benefits</i>	<b>Jurisdiction total</b> <i>Total of services needed to be provided, by jurisdiction</i>	<b>Additional revenue needed</b>
CLOVERDALE	\$31,079	\$10,053	\$3,266	\$50,000	\$63,318	\$32,240
COTATI	\$27,301	\$36,708	\$975	\$50,000	\$87,682	\$60,382
HEALDSBURG	\$82,027	\$20,605	\$3,602	\$50,000	\$74,207	-\$7,820
PETALUMA	\$218,824	\$246,400	\$9,651	\$150,000	\$406,052	\$187,228
ROHNERT PARK	\$125,270	\$91,200	\$7,571	\$100,000	\$198,771	\$73,501
SANTA ROSA	\$630,413	\$352,156	\$38,736	\$200,000	\$590,893	-\$39,520
SEBASTOPOL	\$58,055	\$131,501	\$5,515	\$50,000	\$187,016	\$128,961
SONOMA	\$63,158	\$40,119	\$7,437	\$50,000	\$97,557	\$34,399
SONOMA COUNTY	\$356,072	\$130,182	\$5,845	\$200,000	\$336,027	-\$20,045
WINDSOR	\$79,794	\$34,206	\$3,424	\$50,000	\$87,630	\$7,836
<b>TOTALS</b>	<b>\$1,671,993</b>	<b>\$1,093,131</b>	<b>\$86,022</b>	<b>\$950,000</b>	<b>\$2,129,153</b>	<b>\$457,161</b>



# AGENCY FUTURE

## ANNUAL EDUCATION COST + GRANT BENEFIT **per resident** Date: December 18, 2013



Year	Total Education expenses (Note 1)	Grant funding (Note 1)	Population (Note 2)	Surcharge cost/resident	Grant benefit/resident	Total cost + grant benefit/ resident
2002	\$240,279	\$3,445	468,489	\$0.51	\$0.01	\$0.51
2003	\$272,923	\$27,325	470,885	\$0.52	\$0.06	\$0.58
2004	\$312,354	\$41,468	473,679	\$0.57	\$0.09	\$0.66
2005	\$212,338	\$-	475,703	\$0.45	\$0.00	\$0.45
2006	\$218,433	\$-	476,921	\$0.46	\$0.00	\$0.46
2007	\$337,796	\$39,954	478,935	\$0.62	\$0.08	\$0.71
2008	\$303,791	\$16,840	482,721	\$0.59	\$0.03	\$0.63
2009	\$370,714	\$13,432	487,259	\$0.73	\$0.03	\$0.76
2010	\$350,051	\$8,665	493,285	\$0.69	\$0.02	\$0.71
2011	\$355,282	\$33,729	485,082	\$0.66	\$0.07	\$0.73
2012	\$456,451	\$170,944	487,011	\$0.59	\$0.35	\$0.94

Sources:

Note 1: Expenses and Grand Funding from FAMIS at year end for Education 799411

Note 2: Population from CA Department of Finance

# SCWMA Education programs

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

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



	WHO works	JUSTIFICATION	DESCRIPTION	QUANTIFICATION (2013 outreach, unless noted otherwise)
➤ <b>Recycling Guide English &amp; Spanish</b>	Staff	Mandated JPA/ Board directed (Spanish version)	32-page annual updated resource for recycling, reuse & hazardous waste disposal. Barter agreement with YP allows printing of 12-page Guide in the phone book.	30,000 English Guides distributed 16,000 Spanish Guides distributed 12-page Guide printed in 340,000 YP phone books
➤ <b>Eco-Desk phone 565-3375 English &amp; Spanish and related database</b>	Staff (English)/Contractor (Spanish)	Mandated JPA	Call-back with pre-recorded info on 10 topics. Database resources updated annually.	2,149 English Eco-Desk calls/emails (2012) 104 Spanish Eco-Desk calls (2012)
➤ <b>www.recyclenow.org website</b>	Staff	Mandated JPA	73 page website ADA section 508 compliant. Programmed by County ISD staff.	101,400 website visits (2012)
➤ <b>Spanish language outreach</b>	Contractor	Mandated JPA (78% State funded)	Socially focused outreach: radio talk shows, visits to labor centers, tabling at events, visits to Latino businesses, etc.	10 Spanish radio interviews (15 min. - 1 hr.) 8 labor center visits 151 visits to Latino businesses 3 Loteria "Mexican Bingo" games conducted 156 radio spots that aired
➤ <b>Fairs (English &amp; Spanish audience)</b>	Staff	Mandated JPA	Outreach themes corresponds to current topics or partnerships. General audience theme: "Bring your own bag" & business audience theme "PaintCare."	108 English event days/19 Spanish event days 6,830 reusable shopping bags distributed 6,600 recycled newspaper pencils distributed 2,500 tire jar openers distributed
➤ <b>Mandatory Commercial Recycling AB 341 outreach</b>	Staff/ Temporary staff	Mandated State CalRecycle (Grant funded)	Phase 2 (Sept. 2012-2013): Focused education on multi-family complexes, especially tenants and school age children  Phase 3 (Oct. 2013-Jun. 2014): Business targeted mailing & follow-up visits, presentations to school age children, multifamily tenant outreach, English & Spanish paid advertising & feedback surveys.	148 bilingual multifamily visits 76 Community Events & Door-to-Door events 3,694 door hanger event notices distributed 1,353 small /30 large containers 4,115 small/138 large posters 3,132 apartment fliers 6,875 English Guides/4,578 Spanish Guides 10 business visits 14 kids lunch & learn presentations 26 radio ads (60 second spots) 9,000 letters mailed to businesses
➤ <b>Christmas tree recycling</b>	Staff	ColWMP/4.7.2.10	Christmas tree recycling options	
➤ <b>Home composting education (UCCE)</b>	Contractor	ColWMP/4.3.1.2	Agency has supported an educational program teaching home composting through the Master Gardeners.  <a href="http://www.sonomamastergardeners.org">www.sonomamastergardeners.org</a>	33 event days vendor (FY 12-13) 18 school presentations (FY 12-13) 10,000 brochures distributed (FY 12-13) 1,609 composting calls answered (FY 12-13) 227,508 website visits (FY 12-13)
➤ <b>Electronic recycling events (held monthly)</b>	Staff & contractor	ColWMP/5.4.1.8 (Advertising funded by proceeds)		60,175 utility bill inserts (Printing costs shared by Safe Medicine Disposal & the Agency's Keep Your Green Clean campaign) 310 radio ads (60 second spots) 2 newspaper ads
➤ <b>Used motor oil/filter outreach</b>	Contractor	Board directed (State funded)		80,000 Ratto garbage customer bill inserts 240 radio ads (60 second spots) 1,700 bilge pads/info to boaters 8 ESL classes on motor oil recycling 500 fliers to used oil collection centers
➤ <b>Green building</b>	Staff	Mandated JPA	Maintains Products Showcase at PRMD.	Display also used at 17-day Sonoma County Fair
➤ <b>Outreach partnerships</b>	Staff & contractor	Board directed	Expand Agency outreach by coordinating with Russian River Water Association (RRWA), Safe Medicine Disposal Program, Economic Development Board, etc.	224,604 garbage company newsletters with Agency information. 1 article for RRWA
➤ <b>Social on-line outreach</b>	Staff	Board directed	Agency Facebook & Twitter pages.	171 Facebook fans 210 Twitter followers
➤ <b>Central Landfill tours</b>	Staff	ColWMP/4.7.2.7	Public tours at Central Disposal Site	28 tours

**STAFFING:** The Sonoma County Waste Management Agency dedicates 1.25 staff people to serve Sonoma County's population of 493,285 Contractors, grants and partnerships with other organizations augment the Agency's public education efforts.

**Date:** December 12, 2013

# Education by **GARBAGE FRANCHISE AGREEMENT**



**S**  
Garbage  
Collectors

		RESIDENTIAL	COMMERCIAL	MULTIFAMILY (MFU)	SCHOOLS
► <b>CLOVERDALE:</b>	General outreach includes newsletters 2x/year, holiday bill insert + annual visit to city buildings + information to new accounts				
<b>Redwood Empire Disposal (RED)</b>	Required:		Annual bill insert	Annual bill insert	Quarterly email, visit 1x/year
	Extras:		Approximately 10-20 visits or contacts/year	Approximately 5-10 visits or contacts /year	Presentations by request
► <b>COTATI:</b>	Tabling at public events (Cotati Kids Day, Farmers Market, etc.), newsletters 2/year, holiday bill insert + information to new accounts				
<b>Redwood Empire Disposal (RED)</b>	Required:		40 visits/year + annual bill insert	Annual bill insert	Annual contact
	Extras:			Visits as requested	Presentations by request
► <b>HEALDSBURG:</b>	Tabling at public events, newsletters 2/year, holiday notice (counts as 1 of 4 req. inserts) + annual visit to city buildings + information to new accounts				
<b>Redwood Empire Disposal (RED)</b>	Required:	Bill inserts 4/year	Annual bill insert	Annual bill insert	Quarterly email, visit 1x/year
	Extras:		Approximately 10-20 visits or contacts/year	Approximately 5-10 visits or contacts/year	Presentations by request
► <b>PETALUMA:</b>	Cleanup flyers, holiday insert, tabling at public events (chamber expo, etc.), newsletters 2/year + information to new accounts				
<b>Petaluma Refuse &amp; Recycling</b>	Required:				
	Extras:		Approximately 40 visits/year	Approximately 20 visits/year	Annual contact/ Presentations by request
► <b>ROHNERT PARK:</b>	Holiday flyer, public fair events (Earth Day, Farmers Market, chamber expo etc.) + information to new accounts				
<b>Rohnert Park Disposal</b>	Required:	2 bill inserts/year	100 visits/year	100 visits/year	
	Extras:				Annual contact/ Presentations by request
► <b>SANTA ROSA:</b>	Yearly outreach campaign* (includes newsletters 2/year), holiday flyer, public fair tabling events (Earth Day, Farmers Market, etc.)				
<b>Santa Rosa Recycling &amp; Collection</b>	Required:				Quarterly email
	Extras:		Visits as requested or recommended (Approximately 25 visits/year)	Visits as requested or recommended	Annual contact/ Presentations by request
► <b>SEBASTOPOL:</b>	Public fair tabling (chamber expo, etc.), newsletters 2/year, holiday insert + annual visit to City Buildings + information to new accounts				
<b>Redwood Empire Disposal</b>	Required:		Annual bill insert	Annual bill insert	Quarterly email + visit 1x/year
	Extras:		Approximately 10-20 visits or contacts/year	Approximately 5-10 visits or contacts/year	Presentations by request
► <b>SONOMA:</b>	Information to new accounts				
<b>Sonoma Garbage Collectors</b>	Required:	Newsletters 2/year			
	Extras:		Visits by request	Presentations by request	Presentations by request
► <b>UNINCORPORATED AREA:</b>	Newsletters 2/year, holiday insert + information to new accounts				
<b>RED Sonoma Garbage Collectors</b>	Required:		Visits by request		Visits by request
	Extras:				Presentations by request
► <b>WINDSOR:</b>	Yearly outreach campaign* (includes newsletters 2/year), holiday insert, cleanup flyers 2/year + city building visits 2x/year + information to new accounts				
<b>Windsor Refuse &amp; Recycling</b>	Required:		10 visits or contacts/quarter	10 visits or contacts/quarter	Biannual contact & quarterly emails
	Extras:				Presentations by request

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

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







**Date:** December 12, 2013

# AGENCY FUTURE DISCUSSION

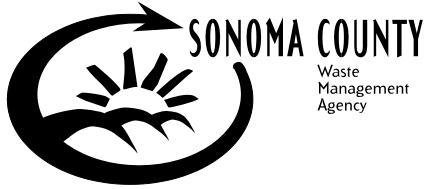
## PROGRAM COST COMPARISON BY JURISDICTION FY 13-14

Date: December 18, 2013



	FY 13-14 Expenditures	Per ton disposal fee	Per capita disposal rate	Disposal tons	Population	Expenditure per capita	Notes <i>The acronym HHW refers to Household Hazardous Waste</i>
<b>SONOMA COUNTY WASTE MANAGEMENT AGENCY</b>							
	\$2,237,284	\$5.95	3.5	307,180.34	487,011	\$4.59	Does not include compost facility revenues or expenditures, but does include contingency reserve expenditures
<b>STOPWASTE.ORG ALAMEDA COUNTY</b>							
	\$22,494,930	\$10.60 base \$4.53-6/ton import fee \$1.81-21.72 benchmark fee per account	4.1	1,137,374.48	1,532,137	\$14.68	Proposing new \$9.95 per residence fee to offset HHW deficit
<b>MARIN COUNTY HAZ AND SOLID WASTE JPA</b>							
	\$3,561,122	\$13.80	3.9	180,738.86	254,790	\$13.98	
<b>SAN LUIS OBISPO IWMA</b>							
	\$1,707,039	\$3/ton tip fee revenue \$3/ton AB 939 fee	4.3	215,345.32	271,483	\$6.29	
<b>CITY OF SAN JOSE</b>							
	\$10,053,335	Unknown appears to be tied to disposal service	3.1	539,710.31	958,789	\$10.49	Only includes public outreach & admin. services, HHW disposal was undetermined. Used 2011 disposal data. No HHW.
<b>SACRAMENTO REGIONAL SOLID WASTE AUTHORITY</b>							
	\$4,312,924	Revenues are mainly from franchise fees	4.4	820,517.16	1,031,631	\$4.18	Does not include HHW disposal expenditures No HHW.





**Agenda Item #: 11**  
**Cost Center: All**  
**Staff Contact: Mikus**  
**Agenda Date: 12/18/2013**

## **ITEM: Joint Powers Agency Membership & Function Options**

### **I. BACKGROUND**

The Sonoma County Waste Management Agency (SCWMA, or the Agency) was formed in 1992 as a Joint Powers Agency (JPA) comprised of the incorporated cities of Sonoma County plus the County of Sonoma. The current list of member jurisdictions is made up of ten (10) local governments, comprised of the nine (9) cities and town plus the County of Sonoma.

Member jurisdictions formed the Joint Powers Agency by their governing bodies approving the original Joint Powers Agreement. There has been only one Amendment to the original JPA agreement. It was effective on January 24, 1996, when all ten members' governing bodies had executed the amendment. Currently, there is a second amendment in the process of being approved. It will be effective when all ten members' governing bodies have voted to approve it.

A draft "Amended and Restated" JPA Agreement has been prepared and shared with our members. If approved by the members' governing bodies, this Agreement would revise the existing JPA Agreement to update the language, address the current issue regarding the unanimous vote requirement and extend the Agency past 2017.

In order for the Agency to move to the new agreement, in effect, replacing the original JPA Agreement, prior to the expiration of the original JPA Agreement in February of 2017, at least nine members' governing bodies would need to approve the Amended and Restated JPA Agreement. This would not form a "new" Joint Powers Agency, rather it would replace the existing JPA Agreement with a new Amended and Restated JPA Agreement and continue on with the existing Agency.

The Agency has four core program groups: 1) Composting/Organics; 2) HHW; 3) Education and Outreach; and 4) Regional Solid Waste Planning and Reporting.

### **II. DISCUSSION**

#### *Maintain the current ten jurisdiction membership:*

The cost efficiency and effectiveness analysis that has been performed illustrates the synergy that has been attained, and the resulting benefits, from a regional set of programs supported by all ten Agency members. Economies of scale are achieved, and a regionally consistent set of programs and messages function well.

#### *Operate an Agency of less than ten members:*

A question for the Agency's future has been, "Can the Agency function if not all ten current members choose to continue?" Plus, there is a related question, "How will the Agency work if not all members participate and provide financial support for all programs?"

**Compost Program: From the Agency's perspective, the compost program can operate without all ten members. It is structured so that the fees charged for inbound materials are greater than the fees assessed by our contractor for processing. Thus the basic financial integrity is secure regardless of the amount of materials processed.** Some safety is also built in since additional revenue is earned from sales of finished materials. However, **economies of scale do affect our compost operations contractor.** Reduced materials levels from absence of one or more

current partners would reduce operational efficiency. This could be dealt with by changing the contractor's pricing (and by extension the inbound materials fees) to make the economics workable. **The danger is reaching a point where pricing is high enough that other neighboring operations become viable alternates to our program. High pricing also erodes the incentive to divert organics materials from the waste stream due to the difference in trash and compost fees.**

Surcharge-funded Programs: **HHW, Education, and Planning/Reporting are funded mostly by the tip fee surcharge. Finances are not structured with built-in funding safety regardless of service levels by connecting volume processed to income.** Since HHW typically uses between 78% to 84% of the total surcharge income, the level any member's citizens use the HHW program compared to that member's citizens trash generation tonnage has the biggest effect on these three programs' financial stability. **However, the Agency does have the ability to adjust the amount of the tip fee surcharge to match income to expenses.** As practical considerations, the HHW and Education programs could still function at reduced funding levels. **HHW might experience some cost increases due to reduced economy of scale. Education would still occur for member governments, but what would be lost would be the overall regional consistency of the education message.** Citizens would no longer be afforded accurate information about solid waste services available to them county-wide, particularly within non-member boundaries. It is likely Agency staffing levels would be reduced to accommodate the decrease in income.

The Planning/Reporting function's workings would require careful consideration for structure under reduced membership. This program typically uses but 2% of the surcharge income, so it is not a great impact on the Agency budget. However, a chief activity is management of the ColWMP as a Regional Agency, which presupposes that all ten governments are participating in a regional system. Reducing the participants from ten would appear to then preclude continuation of a regional ColWMP. **Managing the ColWMP could possibly be maintained, though, under some unique contractual and financial arrangement where the Agency, in its new reduced member format, took the ColWMP responsibility for all ten jurisdictions.** Otherwise individual jurisdictions would be required to assume responsibilities for their individual components of the ColWMP.

*Impacts on jurisdictions that do not remain Agency members:*

**There would clearly be financial and operational impacts for jurisdictions that choose to not participate as Agency members.** Each would need to establish a funding mechanism to pay for services they would elect to continue. One way might be to enter into agreement with the County to collect the tip fee surcharge funds attributable to their jurisdiction citizens. *It is not a given that tip fee surcharge income would be adequate to cover these activities.*

**Local governments might be faced with numerous single-time start-up expenditures, such as providing for infrastructure,** for example to perform HHW collections and disposal. **Costs could also increase.** For example, an entity not utilizing the Agency compost program might be forced to pay added transport costs, or recoup those costs as added fees to citizens, for transport of materials to out of area facilities. Similarly, **to assume Education programs or to do the required solid waste Planning and Reporting, a jurisdiction might need to add staff** (with the hidden expenses such as supervision and legal support for example).

*Assumption of Agency duties and programs by a third party:*

Contractors could be employed by non-Agency members to perform Agency functions. Added expense and staff time for administering the contracts and from the reduced economy of scale might be incurred following this path.

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