



Meeting of the Board of Directors

November 18, 2015

SPECIAL MEETING

CLOSED SESSION PRIOR TO REGULAR MEETING 8:00 a.m.

Regular Meeting at 9:00 a.m.

(or immediately following closed session)

City of Santa Rosa Council Chambers

100 Santa Rosa Avenue

Santa Rosa, CA

Meeting Agenda and Documents

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

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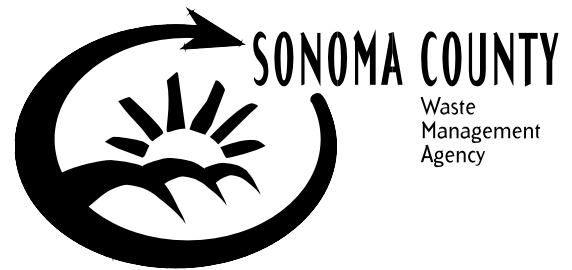
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Note: This packet is 96 pages total



SONOMA COUNTY WASTE MANAGEMENT AGENCY

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CLOSED SESSION PRIOR TO REGULAR MEETING 8:00 a.m.

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

Estimated Ending Time 11:30 a.m.

City of Santa Rosa Council Chambers
100 Santa Rosa Avenue
Santa Rosa, CA

Agenda

***** UNANIMOUS VOTE ON ITEM #7 *****

- | <u>Item</u> | <u>Action</u> |
|-------------|--|
| 1. | Call to Order Regular Meeting |
| 2. | CONFERENCE WITH LEGAL COUNSEL-PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Interim Executive Director |
| | CONFERENCE WITH LEGAL COUNSEL-PUBLIC EMPLOYEE APPOINTMENT
Title: Executive Director |
| | CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Name of case: <i>Renewed Efforts of Neighbors Against Landfill Expansion v. Sonoma County Waste Management Agency</i> , Sonoma County Superior Court Case No. SCV257508 |

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
(One case)

3. Adjourn Closed Session
4. Agenda Approval
5. Public Comments (items not on the agenda)

Consent (w/attachments)

Discussion/Action

- 6.1 Minutes of October 21, 2015 Special Meeting
- 6.2 First Quarter Financial Report
- 6.3 Agreement for E-Waste Handling Services

Regular Calendar

- | | | |
|-----|---|-----------------------------------|
| 7. | How-to-Compost Video Series
[Chilcott](Attachments) | Unanimous Vote
Organics |
| 8. | SCWMA Future Update
[Carter](Attachments) | Discussion/Action
All |
| 9. | New Recycling Guidelines
[Chilcott](Attachments) | Discussion/Action
Education |
| 10. | <u>Attachments/Correspondence:</u>
10.1 Outreach Calendar November-December 2015
10.2 Sonoma West Times RRWA Article
10.3 Windsor Times RRWA Article | |
| 11. | Boardmember Comments | |
| 12. | Staff Comments | |
| 13. | Next SCWMA meeting: December 16, 2015 | |
| 14. | Adjourn | |

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

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

Public Comments: Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity

at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person should give his/her name and address and limit comments to 3 minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item and before Boardmembers propose a motion to vote on any item.

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

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



Date: October 22, 2015

To: SCWMA Board Members

From: Patrick Carter, Interim SCWMA Executive Director

Executive Summary Report for the SCWMA Board Meeting of October 21, 2015

Item 3, Closed Session Discussions: There were no reportable actions taken in Closed Session.

Item 6, Consent Items: Items 6.1 Minutes of the September 16, 2015 Special Meeting, 6.2 Budget Adjustments for FY 15-16, 6.3 EPR Update, and 6.4 FY 13-14 Financial Audit were unanimously approved.

Item 7, Agency Future Update: The Board received additional information regarding the potential options for continuing Agency programs beyond February 2017. The four options included 1) a renewal or extension of the existing JPA with an independent Board of Directors, 2) a renewal or extension of the JPA with the RCPA Board of Directors, 3) termination of the JPA, and 4) modifying the RCPA with state legislation to allow for the assumption of all or some of the Agency's programs. The Board directed staff to include additional information in the matrix on options 1, 2, and 3, such as Board representation, voting structure, countywide policy/ordinance-making, descriptions of how services would be provided, and the consequences of the options.

Item 8, Compost Site Closure: Staff discussed the compost site and its closure, effective October 15, 2015. The Board directed staff to send a letter to the County terminating the License Agreement between the Agency and County for use of the compost site premises.

Item 9, Mandatory Organics Recycling Program: The Board received a presentation about the upcoming state requirement for commercial entities to participate in an organics recycling program. Staff detailed the plan for meeting the state requirements, informing and educating about their responsibilities, and providing resources to promote their success. Staff will combine education and outreach between this program and the mandatory commercial recycling program as much as feasible.

Item 10, Do-it-Yourself Composting Education Outreach Projects: This item was continued from the September Agency meeting. Four projects for farmers and citizens to increase in-county composting were presented to the Board for consideration, small-scale farm and landscaping workshops, in-school worm composting, how-to-compost video series, and personalized composting and worm composting workshops. The Board requested additional information about the how-to-compost video series, including cost reductions through removal of branding, be brought back for the Board's consideration at the November Agency meeting. The other projects were approved by a unanimous vote.

Item 11, Attachments/Correspondence: The attachments/correspondence included the September/October 2015 Outreach Calendar.



To: Sonoma County Waste Management Agency Board Members

From: Patrick Carter, Interim Executive Director

Subject: November 18, 2015 Board Meeting Agenda Notes

Also note: there is a Closed Session discussion scheduled prior to the regular meeting which is to begin at 8:00 AM.

Consent Calendar

These items include routine financial and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair.

- 6.1 **Minutes of the October 18, 2015 Board Meeting:** regular acceptance.
- 6.2 **First Quarter Financial Report:** The report covers revenue and expenditures for the first three months of Fiscal Year 2015-16. Though limited in scope due to relatively little financial activity, the report details where significant differences from the budget estimates are expected.
- 6.3 **Agreement for E-Waste Handling Services:** Republic Services, the County's Master Operations Agreement contractor, selected the Ratto Group to perform services previously performed by West Coast Metals at the County's Transfer Stations. The Agency had an agreement with West Coast Metals to handle and transport E-waste collected at the Transfer Stations, so it is recommended the agreement with West Coast Metals be terminated, and that the Board enter into a new agreement with the Ratto Group for E-waste handling services.

Regular Calendar

- 7. **How-to-Compost Video Series:** This item is the result of a series of four do-it-yourself composting projects discussed at the October 21, 2015 Agency meeting. The video series project did not have the unanimous support needed for passage at the October meeting, and staff was directed to bring the item back at this meeting for further discussion and possibly action. Staff requested the main contractor, University of California Cooperative Extension, obtain bids for the video work, with the hope that the price would be lower than budgeted. The bids obtained did not significantly lower the budgeted cost, so the project is essentially as it was for the October meeting. Staff researched How-to-Compost videos produced by other organizations and found several that may be adequate. As an alternative to the original recommendation of approving the production of new videos, staff could promote the videos made by other jurisdictions. As approval of the production of new how-to-compost videos would require a budget amendment, **a unanimous vote is required.**
- 8. **SCWMA Future Update:** Agency staff has updated the Agency programs decision matrix and included

a summary of previous matrix responses by Agency members. The item discusses the two options for continuing Agency programs on a regional basis; both options require a JPA, but differ in which agencies have the responsibility for implementing those Agency programs. Issues related to the SCWMA and RCPA JPA options as well as next steps are discussed. Staff recommends 1) direct staff to solicit feedback from Agency members regarding their preferences on the future of Agency programs and 2) request that Agency members consider extending the Agency for one additional year by February 2016.

9. **New Recycling Guidelines:** At the October 21, 2015 Agency meeting, the Board requested staff update the Board regarding the changes in recycling activities. Staff discussed recycling markets and observations in the quality of incoming material with a number of local and regional members involved in the collection and marketing of recyclable materials. Major changes to the local curbside material acceptability include the removal of film plastic and shredded paper from curbside recycling, the additional of scrap metal in the curbside blue bin recycling, and the addition of all food waste to yard debris curbside collection. The market trends for traditional recyclable materials and electronic waste are discussed as a backdrop for the changes as well. This item is informational and does not require action.
10. **Attachments/Correspondence:** The Outreach Events Calendar for November and December is included as well as two articles regarding the Russian River Watershed Association's Safe Medicine Take Back Program.



Minutes of October 21, 2015 Special Meeting

The Sonoma County Waste Management Agency met on October 21, 2015, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California.

Present:

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

Bob Cox
Susan Harvey
Brent Salmi
Dan St. John
Pam Stafford
John Sawyer
Henry Mikus
Madolyn Agrimonti
Susan Klassen
Deb Fudge

Staff Present:

Counsel
Staff

Ethan Walsh
Patrick Carter
Karina Chilcott
Lisa Steinman
Felicia Smith
Sally Evans

Agency Clerk

1. Call to Order Special Meeting

The meeting was called to order at 9:12 a.m.

2. Closed Session: Conference with Legal Counsel-Existing Litigation

Ethan Walsh, Agency Counsel, stated there was no reportable action out of closed session.

3. Adjourn Closed Session

4. Agenda Approval

Item 10, Do-it-Yourself Composting Education Outreach Projects, was moved up on the agenda after Consent, as it required a unanimous vote and some members would need to leave early.

Madolyn Agrimonti, City of Sonoma, motioned to approve the agenda and Susan Harvey, City of Cotati, seconded the motion.

Vote Count:

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

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

Motion passed unanimously.

5. Public Comments (items not on the agenda)

None.

6. Consent (w/attachments)

- 6.1 Minutes of September 16, 2015 Special Meeting
- 6.2 Budget Adjustments for FY 15-16
- 6.3 EPR Update
- 6.4 FY 13-14 Financial Audit

Susan Harvey, City of Cotati, motioned to approve the consent agenda and Deb Fudge, Town of Windsor seconded the motion.

Vote Count:

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

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

Motion passed unanimously.

Regular Calendar

10. Do-it-Yourself Composting Education Outreach Projects

Karina Chilcott, Agency staff, stated that at the August 19th SCWMA Board meeting Agency staff presented four Do-it-Yourself Onsite Composting Proposals targeting various groups, including small farmers, landscapers, school children, and the general public. Ms. Chilcott noted staff was directed to further refine the proposals.

Ms. Chilcott explained the original cost for the first project, a small scale farm and landscape composting workshop, was originally \$10,766, and the new cost would be \$8,560, approximately a \$2,200 cost savings. Ms. Chilcott noted the major change to this project would be that the University of California Cooperative Extension (UCCE) would organize the professional composting workshop at Shone Farm at SRJC at no cost to the Agency. Ms. Chilcott stated approximately

\$4,000 of the cost to the Agency would go to SRJC, a sub-contractor to UCCE to create an active composting demonstration site showing active piles and mixing techniques. Ms. Chilcott noted another \$4,000 would go to UCCE farm advisor Paul Vossen, who would provide follow-up help for up to twenty farmers and landscapers. Ms. Chilcott noted the green waste database matching farmers with sources of organic materials would no longer be included in this proposal.

Ms. Chilcott explained the second project for consideration would be conducting worm composting in schools. Ms. Chilcott stated the original cost for this project was \$3,996, and the new cost would be \$4,992, which would be a \$996 cost increase. Ms. Chilcott noted the tasks in this project were the same as originally considered, and added the discrepancy in cost resulted in some of the matching grant budget not going forward.

Ms. Chilcott stated the third project for consideration would be a video series for composting and worm composting. Ms. Chilcott noted the original cost for this project was \$44,554 and the new cost would be \$44,306, which would be a \$248 cost savings. Ms. Chilcott stated the tasks in this project were the same as originally considered and noted cost savings were a result from recalculated Spanish language outreach contract services.

Ms. Chilcott explained the fourth project for consideration would be conducting a composting and worm composting workshop. Ms. Chilcott noted the original cost for this project was \$27,421 and the new cost would be \$28,343, which would be approximately a \$920 cost increase. Ms. Chilcott explained the primary change to this project would be due to the UCCE intern salary being deleted and the cost for reporting, Spanish workshop, and related advertising increase. Ms. Chilcott noted budget was added for Triformis, one of the subcontractors, for the purchase of sample composting demonstration bins intended to be used at all the workshops.

Ms. Chilcott noted the reason for all the projects was due to the closure of the municipal composting facility, which would result in less finished compost and mulch products available for purchase in Sonoma County. Ms. Chilcott stated it was determined educating individuals and businesses regarding creating composting mulches would help alleviate some of the finished product shortages. Ms. Chilcott noted Agency staff felt the four complimentary programs for the Board's consideration were worthwhile, as they would reach multiple target audiences. Ms. Chilcott stated that considering the Agency's \$58 per ton cost for organics outhaul, options 1-3 projected cost per ton of diversion demonstrate the Agency's return on investment would be less than one year. Ms. Chilcott noted the investment for option 4 would be higher than the cost for one year outhaul, but could be recovered in about two years.

Ms. Chilcott stated the budget for fiscal year 15/16 did not allocate staff time or contractor funding to implement these projects. Ms. Chilcott noted the total cost for these projects would be \$86,201 and budget adjustment would be necessary to accommodate this additional costs, therefore approval of this item would require a unanimous vote.

Ms. Chilcott stated that as requested, Agency staff would present a progress report evaluation of these projects six months from the implementation date and one year at the conclusion of the projects.

Ms. Chilcott noted Paul Vossen and Mimi Enright, UC Cooperative Extension, were in the audience to answer questions.

Board Discussion

John Sawyer, City of Santa Rosa, noted given the current circumstances and need for composting, he believed doing everything possible to encourage alternatives to what was a mutual operation would be in Sonoma County's best interest.

Ms. Harvey asked for confirmation the amount that would be diverted would be 6,465 tons.

Ms. Chilcott confirmed that was the estimate.

Ms. Harvey noted she was in agreement with Mr. Sawyer regarding the need for composting and added 6,465 tons not going into the landfill or out hauled would at least be a start.

Pam Stafford, City of Rohnert Park, stated the City of Rohnert Park was okay with options 1, 2, and 4, but not okay with option 3. Ms. Stafford noted Mr. Schwartz, the regular Rohnert Park Board member, thought there was no need to reinvent the wheel, as there were existing videos. Ms. Stafford noted Mr. Schwartz also felt there would be no need to make videos specific for Sonoma County and spend that amount of money, as he believed it could be done for less. Ms. Stafford noted one of her sons worked in the film industry and this was a lot of money for a couple two minute videos. Ms. Stafford asked if all the options needed to be approved at once or if they could be approved individually.

Chair St. John replied he did not believe there was a recommendation and thought it could be a mix and match.

Patrick Carter, Agency Interim Executive Director, stated staff had recommended approving them all, but the Board could approve them as they saw fit. Mr. Carter noted this required a unanimous vote because it required a budget adjustment regardless of the number of items approved at these meeting.

Public Comments

Martin Mileck, Cold Creek Compost, stated he heard repeated talk amongst the Agency the closure of the Sonoma County compost facility would cause a compost shortage in the county. Mr. Mileck added the vast majority of compost used in Sonoma County had been produced by facilities other than the Agency's facility, and compost was available anywhere by contacting local soil dealers and agriculture suppliers.

Mr. Mileck commented regarding the proposed compost projects and noted the Agency would not be collecting the fees on that material. Mr. Mileck stated that while the Agency would not be paying for compost of that material, somebody else would, and it would make for expensive compost. Mr. Mileck added small facilities would not have the economy scale of a large facility and would provide inferior compost, as the small facilities would not have the proper machinery and materials. Mr. Mileck recommended considering the environmental impacts of those facilities, as they would not be collecting all the water and would impact the neighbors.

Mr. Mileck stated Cold Creek Compost had been taking the green waste from Healdsburg, and it was horribly contaminated beyond what the regulations allow a compost facility to accept. Mr. Mileck recommended the Agency spend the money and energy on cleaning up the green waste instead, as it would benefit all the facilities as well as the finished product.

Mimi Enright, UC Cooperative Extension Sonoma County Master Gardner Program Coordinator, acknowledged the City of Rohnert Park comments, and stated it was believed a Sonoma County branded video series would be of particular value in the wake of the closure of Sonoma Compost. Ms. Enright noted it was also believed having the videos in English and Spanish would be very important, given the demographics in Sonoma County. Ms. Enright explained most of the existing videos were very lengthy, attention spans were shorter than ever, and videos longer than one to two minutes were typically losing the audience. Ms. Enright added the shorter duration ten video series would contain individual topics broken up, and would hopefully educate Sonoma County residents on composting in their own home backyards.

Paul Vossen, UC Cooperative Extension Sonoma County Farm Advisor, highlighted the project would be ten videos that could conveniently be viewed on a smartphone. Mr. Vossen commented most videos currently available were not very interesting or educational, with someone just standing talking about compost. Mr. Vossen explained the plan for the project was to have the videographer actually show the materials going into the compost, the worms, how to set up the package, provide discussion and education, and actually show what was going on in the video.

Mr. Vossen stated it was unknown how many people would be involved in the compost demo and educational seminar at the SRJC Shone Farm, but he was aware of a number of people who would like to produce compost on their farms or facilities. Mr. Vossen noted part of the proposal included in the educational seminar was to bring people together. Mr. Vossen explained this would take place at the SRJC, and the following would be demonstrated: chipping, different types of materials, everything that could possibly be done to make compost, how long it would take, how to turn it, and examples of different compost turners for people to be able to have a small scale facility within the legal limits on their property and make compost. Mr. Vossen noted a farmer shared he would like to use his facility to bring in material and create enough compost for three or four vegetable farmers.

Roger Larsen, Happy Acres, shared he had a few hours of video of what went in and out of compost and he would also be available as a source.

Board Discussion (continued)

Ms. Stafford motioned to approve options 1, 2 and 4 and Brent Salmi, City of Healdsburg, seconded the motion.

Chair St. John noted a motion and a second had been made, and asked what the Board wished to do.

Ms. Fudge replied some Board members had not commented yet and noted she would not be supporting the motion. Ms. Fudge explained she believed there was a need for a branded video even prior to hearing public comment, and highlighted the cost would only be \$11 per ton, and the payback would be a year. Ms. Fudge stated she was in agreement regarding the short attention span and the value of making 10 videos available which could be watched using an iPhone. Ms. Fudge noted since all compost was being out hauled, anything that could be done to compost any green waste in this county should be done. Ms. Fudge stated she would like all four options to be approved and asked the maker of the motion to modify the motion to include options 1-4.

Ms. Stafford declined to amend the motion.

Henry Mikus, City of Sebastopol, stated Sebastopol supported doing all four options, as they believed this was a comprehensive program targeting all means of communicating with people. Mr. Mikus noted it was recognized option 3 dealt with the modern times media, which Sebastopol believed to be a key means of communication. Mr. Mikus added he was in agreement \$11.00 per ton was extremely cost effective and would reach a lot of people, compared to what was being spent on outhaul. Mr. Mikus noted the tons per year number could be cut into a third, making the cost at \$32 per ton and it is still not quite half of what was being paid for outhaul.

Ms. Agrimonti stated she also supported all four options and noted that being very financially responsible, she found that sometimes the issue of "is it worth the money" needed to be put aside for the benefit of the public.

Chair St. John suggested voting on the motion and as a result of that outcome, a second motion could be made and voted on. Chair St. John noted staff had pointed out this needed a unanimous vote and it did not appear that would happen with the proposed amendment to the motion to include all four options.

Ms. Harvey asked for confirmation unanimous vote is for items over \$50,000.

Mr. Walsh replied the reason this needed a unanimous vote was because it required budget adjustment, and budgetary items required a unanimous vote. Mr. Walsh noted it was not the \$50,000 issue, it was the budget issue.

Ms. Harvey asked for confirmation that even if item 3 was separated, unless a unanimous vote was reached on item 3, it couldn't move forward because it affected the budget.

Mr. Walsh replied affirmatively and noted there was not enough money in the budget to cover all the options, therefore the budget would have to be adjusted.

Mr. Sawyer noted it was clear by the comments the City of Rohnert Park would not be in favor of option 3, and it appeared option 3 would not receive a unanimous vote at this meeting. Mr. Sawyer added he was not pleased with not getting anything and would rather have something than nothing.

Ms. Fudge stated there was merit in what Mr. Sawyer just said and explained she voted no at the last meeting, when the County blocked this for a different reason, because she felt strongly all four options needed to be included. Ms. Fudge noted she was trying to put some peer pressure amongst themselves to have a unanimous vote on such a small budget item that was trying to get a handle on actions the Board had to take to outhaul everything against their wishes. Ms. Fudge noted she thought it was important all four be included, because different segments of the community would be reached and more composting could be accomplished. Ms. Fudge petitioned the City of Rohnert Park to please reconsider for the good of the whole, since it appeared it may be the only vote blocking it this time.

Ms. Harvey noted part of the problem with pulling option 3 was it happened to be the one that would provide the most for the money, because the diversion on that was 3,877 tons, and the total diversion was 6,500 tons.

Chair St. John asked if Ms. Stafford wished to comment.

Ms. Stafford replied Rohnert Park was not opposed to the videos and understood the value of videos. Ms. Stafford noted the issue was why it had to be branded Sonoma County and the cost involved with making it a branded video.

Vote Count:

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

AYES -6- NOES -4- ABSENT -0- ABSTAIN -0-

Motion did not pass.

Ms. Harvey motioned to approve options 1, 2 and 4 and have option 3 return at the following month's Board meeting with cost for branded and unbranded videos, to determine if there was a cost difference. Mr. Sawyer seconded the motion.

Chair St. John clarified there was a motion and a second for options 1, 2 and 4 with a proviso for a new proposal for option 3 with removed branding and possible reduced cost.

Ms. Stafford stated that's what she was thinking when she made the motion.

Ms. Fudge noted that if ten new videos were made in Sonoma County they would be branded, and it appeared to her the City of Rohnert Park's position was for no videos. Ms. Fudge explained if the videos were to be made for the Agency, the Agency would have control of them, they would be on the website, would be distributed out to more people, possibly doubling the savings. Ms. Fudge commented people would not be looking on their own to find a thirty minute video. Ms. Fudge added if it were just the branding issue, she would not want to vote no again, but she really felt strongly about this.

Mr. Carter noted in looking at the Agency's contractors who are present at the meeting, it did not appear the branding aspect would change the price of it much at all. Mr. Carter explained his understanding regarding the branding was it was something that would be done in Sonoma County and possibly have the Agency logo on it, but he did not believe that really changed the cost of the production.

Ms. Fudge asked for clarification the motion was for option 3 to return the following month for discussion, when she would be able to speak with Mr. Schwartz. Ms. Fudge added if that were the case, she would vote yes.

Chair St. John asked staff if it would be possible option 3 could return the following month.

Mr. Carter replied he believed staff could bring option 3 back the following month.

Vote Count:

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

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

Motion passed unanimously.

7. SCWMA Future Update

Mr. Carter stated this item had been a long standing item. Mr. Carter noted the direction at the prior month's meeting was for staff to return at this meeting with a further discussion of what had previously been called the hybrid model of the Agency and RCPA functions combined. Mr. Carter shared extensive conversations between SCWMA and RCPA took place, which included the CalRecycle's legal team as well. Mr. Carter noted one of the questions in the past was whether the RCPA could be a regional agency as defined by the Public Resources Code, to perform reporting functions the Agency currently does. Mr. Carter stated that since the RCPA is created through state legislation, it was unclear. Mr. Carter added that after discussions with CalRecycle, they came up with four viable options to make the functions the Agency currently did move forward in the future. Mr. Carter noted it was recognized the Agency brought forward a lot of value in terms of its education, planning and policy functions.

Mr. Carter provided an overview of the four different options as follows: 1) continuation of the Agency in its current structure with an independent board of directors, 2) a JPA which could assign functions to other organizations in the future; RCPA for some functions and the County for others, 3) The idea of what would happen if the Agency expired, 4) The idea of going to the state legislature and asking them to modify the state statute that would allow the RCPA to become a Regional Agency.

Mr. Carter went over the options previously outlined, and stated option 1 was what currently existed, but could be in a slightly different form, if the Board wished. Mr. Carter noted one of the important things regarding option 1 was it provided the most flexibility. Mr. Carter noted that during discussions with CalRecycle and the RCPA, it was pretty apparent it would be more difficult to change the structure of the RCPA if there were issues around board membership or voting requirements. Mr. Carter added that would be a more difficult thing to change for the RCPA, and while it would not be impossible, it would require modifying the state statute.

Mr. Carter noted there was a provision in Section 20 of the existing JPA agreement that allowed a year to year extension of the Agency as it existed. Mr. Carter stated regardless of the option selected by the Board and Agency members, the option to extend the SCWMA Agreement year-

to-year existed. Mr. Carter pointed out there would be some issues with that, but in the interest of trying to make sure there would be coverage of Agency programs, that could be done.

Mr. Carter stated that with option 1, there would be a clear funding source through tipping fees and surcharges on solid waste and there could also be agreements with members to provide funding as with the City of Petaluma. Mr. Carter noted all the current programs could be included or some of the programs could be assigned to other parties, if that were the direction of the Board. Mr. Carter noted this would also include a unanimous consent of interested member agencies, and added the timeline would be as determined by the Agency and not dependent on another body to make a decision for the Agency like it would be with the RCPA's state legislature. Mr. Carter added that in going to the state legislature, it would be on their timeline and schedules.

Mr. Carter stated option 2 was also a JPA and there would be functions assigned to the RCPA and the County under this option. Mr. Carter noted there would still be the JPA structure, which would provide some benefits of the economies of scale and some protection under the indemnity issues, and it would still be about solid waste issues. Mr. Carter noted that under this scenario, the JPA would assign the Agency's functions, the board of directors would be the RCPA Board of Directors, and the RCPA would provide staffing services.

Mr. Carter noted the new JPA meetings would be concurrent with the RCPA Board of Directors, and added it would be similar to how the Redevelopment Agencies were, where you would have concurrent meetings and actions would take place at the same meeting, but would technically be two different entities taking action at that time.

Mr. Carter explained this option would require the use of the existing RCPA board membership and voting structure, so there would not be that flexibility as in option 1. Mr. Carter noted that in this scenario, funding would also be from tipping fees, surcharge or agreements with members. Mr. Carter stated the operational programs, where you have a defined site and operator such as composting and HHW, would be assigned to the County and individual contractors doing things on the Agency's behalf like C2 does for education and oil education outreach, could still continue as a professional service agreement under the RCPA. Mr. Carter added the education, policy, planning and reporting would be assigned to the RCPA. Mr. Carter noted some cost savings could be expected under this consolidation, mostly through the elimination of the Executive Director position and those functions would be taken up part-time by the RCPA's Executive Director. Mr. Carter added it's believed this option could be implemented by February 2017, when this Agency expired.

Mr. Carter stated that in an effort to look at all the possibilities, option 3, the JPA termination, was an option. Mr. Carter noted that if the SCWMA Board made a conscious decision to allow the Agency to terminate, the responsibility would go back to the individual cities and county to either contract with the RCPA, the County, Republic, or other private contractors to provide the programs the Agency currently does. Mr. Carter stated that a smooth transition in this case would be to have the RCPA absorb the solid waste education, outreach, and policy functions of the Agency, and that could be done without an amendment to their existing authority. Mr. Carter added RCPA felt confident they could take on those things.

Mr. Carter noted the annual CalRecycle reports could be delegated by the members, and added CalRecycle said that was allowable. Mr. Carter added the funding would likely have to be provided through service agreements between the RCPA and individual cities such as ten-one

party agreements between the Cities, the County, and RCPA, or one--ten party agreement that could provide the definition of the scope of work, what services they would provide, and the funding for that. Mr. Carter stated that if the cities wanted to have an agreement with individual contractors, if they felt the waste haulers could do some of these things, then an amendment to that agreement could take place.

Mr. Carter noted the downside of this would be that it provided a little less protection to individual members than through a JPA system. Mr. Carter explained the waste generated would be reported to CalRecycle on an individual basis. Mr. Carter noted that currently everything is aggregated together and as a countywide agency doing a great job, as the numbers looked great. Mr. Carter noted that if there were a city that were a higher waste generator and bringing the average up for others, that city would be at risk for potentially being in violation of AB 939 requirements. Mr. Carter noted that would not likely be the case, as he had looked at the numbers and believed everyone to be in good standing. Mr. Carter noted there were reasons jurisdictions had JPAs and one of the reasons was being able to aggregate the numbers for reporting. Mr. Carter added this could be implemented by 2017, if the members were in agreement.

Mr. Carter explained option 4 would entail going to the state legislature and asking them to amend the statute that would allow the RCPA to be in existence to take on the functions, and not an assignment through a local agreement or a JPA. Mr. Carter noted if this was to be successful, the RCPA would take on the functions of a JPA and a JPA wouldn't be necessary. Mr. Carter noted there had not been a discussion regarding the possibility of including the operational aspects of composting and the household hazardous waste with the RCPA Board. Mr. Carter added that when this concept had been presented to the RCPA Board, it focused on the education, planning, policy and aspects of what the Agency did. Mr. Carter noted it was unknown if the RCPA Board would be on board with including the operational aspects, and there would be the risk it could make it too complicated for the state and may be rejected or on their timeline. Mr. Carter noted it could be funded as now through surcharges, tipping, fees or agreements with members. Mr. Carter added that if this route were chosen, legislation would have to be introduced next year, and it would have to go through the whole process by next fall, otherwise it would not happen before 2017 and amendments to the JPA would need to be looked at to obtain the needed time.

Chair St. John asked if Section 20 of the JPA, year to year extension, required a unanimous vote.

Mr. Carter and Mr. Walsh replied affirmatively.

Mr. Carter noted there were less than sixteen months left now, so the clock was ticking. Mr. Carter stated staff was looking to the Board to help get this information before the member agencies and making some decisions to make sure there were no gaps in coverage.

Mr. Carter pointed out that if the Board was looking to change the membership of the Board or the voting structure, option 1 would be the one that would allow that to be done the easiest, as the other options required going to the state. Mr. Carter noted he included a matrix that outlined the differences between the four options.

Mr. Carter stated staff was seeking direction from the Agency Board if they felt enough information was available to start making presentations to individual member agencies and

obtaining their feedback on which option were preferred or if there were options the Board would like removed.

Chair St. John asked for any clarifying questions the Board may have to help clarify the options.

Mr. Mikus inquired regarding the HHW program and the fact there was more to it than the toxics facility at Central and asked Mr. Carter to elaborate a little on how Mr. Carter would see the other HHW activities being handled. Mr. Mikus noted he was particularly talking about the oil grant and electronic waste, which were not part of the toxic facility. Mr. Mikus stated that in reading the information it sounded like it would all go to Republic, but remarks say differently. Mr. Mikus asked that be clarified.

Mr. Carter replied there were functions in the HHW cost center that were not directly related to that building. Mr. Carter noted the Agency performed Household Hazardous Waste education regarding collection and proper disposal. Mr. Carter added he believed those functions could continue in the education cost center in the potential merger situation, and noted there were operations related to having e-waste collections, which the Agency does through Goodwill. Mr. Carter added electronic waste was collected at the transfer stations and had that delivered to other providers. Mr. Carter added ECS is the Agency's current e-waste contractor where it is recycled. Mr. Carter stated he believed those operations could continue under the RCPA umbrella, as the operations were performed through a service provider without a defined permanent site. Mr. Carter stated the liability concerns involved with a permanent location would not apply.

Mr. Mikus inquired if there were limits as to how the oil grant money currently obtained would be obtained. Mr. Mikus noted his understanding was private contractors like Republic or even a non-regional agency would have difficulty with that.

Mr. Carter replied the grants were provided to the cities, so he did not believe a private contractor could apply for those grants directly.

Mr. Mikus inquired if the County or RCPA would be able to apply.

Mr. Carter replied he believed that would be allowed.

Mr. Mikus noted that would be about \$150,000 per year.

Mr. Carter concurred.

Ms. Agrimonti inquired if the RCPA was a committee within the SCTA.

Mr. Carter replied the RCPA had its own definition in statute and was a separate legal body, but the Board of Directors for the SCTA was the same as the RCPA. Mr. Carter added the RCPA was created through different pieces of the legislature, and added the RCPA was not a committee, but a full board of directors with the ability to make decisions by that Board.

Ms. Agrimonti asked if it was similar to the City Council on the Redevelopment Agency.

Mr. Carter concurred.

Ms. Agrimonti expressed that while she had only attended one SCTA meeting, her concern was that there were three County supervisors on that Board. Mr. Agrimonti shared she was really nervous about anything that had to do with that, because she believed one of the reasons the Agency was in this situation was due to being driven down the road by the Board of Supervisors. Ms. Agrimonti added she wanted to express her dislike for SCTA's bound board packets and the expense involved in it.

Mr. Carter stated that if there were an interest in the Agency's membership changing the RCPA's structure, it would require state legislation. Mr. Carter noted that was one of the main distinctions he hoped to make clear.

Ms. Fudge inquired if the SCWMA JPA were to be included, if it would be possible not to change the structure of the RCPA, but to have two supervisors leave and have the JPA associated with Waste Management have the ten member Board currently existing, without having to change the RCPA's legal structure with the state.

Mr. Walsh replied option 2 would be for a JPA to remain and operate under the RCPA umbrella. Mr. Walsh noted it would be possible to continue with a different board makeup and RCPA/SCTA could operate their board, and the board could ask on behalf of the JPA for two members from the County to step down. Mr. Walsh noted that was an option that would be subject to discussion with the RCPA/SCTA.

Susan Klassen, County of Sonoma, stated based on the detailed description Mr. Carter provided of each option, it appeared the only option that required legislative changes was option 4. Ms. Klassen noted that during Mr. Carter's wrap up, he commented they all do except for option 1, and asked for clarification.

Mr. Carter replied it was his understanding if it were the will of the Agency and the RCPA's membership, the Board makeup or the voting structure of the RCPA to be changed, it would require state legislation. Mr. Carter noted the options were complex and there was an attempt to seek options to bring before the Board that could work.

Mr. Carter noted that as he understood option 2, which would be the JPA still in existence but the RCPA Board as the board of directors. Mr. Carter stated it would have to be that the board of directors would not be the RCPA board for that option to go forward. Mr. Carter noted that if the Agency just wanted to delegate the board of directors to be the board of directors of this new JPA, then it would take an amendment of stated legislature to make that change of whatever the board wanted, such as 10 members, a unanimous vote, or whatever the option would be. Mr. Carter stated he would look to legal counsel for any correction.

Mr. Walsh stated there was a desire to make things simpler and narrow things down a little bit so the conversation could get more focused, but he was not so sure this was the case. Mr. Walsh explained that if the SCWMA continued on a separate JPA with similar board members as the RCPA or similar members minus two Board of Supervisors, that would be legal.

Mr. Walsh added that what would come into question would be if the RCPA were to take on responsibilities beyond what their existing legislation allowed them to do and if a further legislative amendment would be needed to allow them to do that. Mr. Walsh noted it would also

raise the question as to whether the RCPA would be interested in pursuing that legislation and whether the state would be okay with it, as part of the issue with the state could be their concern about the RCPA expanding beyond what it was originally conceived as.

Mr. Walsh stated some of the Agency's responsibilities related to waste diversion could be connected with climate change more easily than some of the more operational functions. Mr. Walsh noted that if the RCPA just continued on and did the educational activities and not the operations, and there was a separate JPA, it's possible no additional legislative changes would be needed, but there were variations that could require having to go to the legislation.

Ms. Harvey commented that what began as a simple idea was not so simple, and according to her understanding, in order for the cities to be protected and have the say the Agency has today, a JPA would still need to be created. Ms. Harvey stated that when this idea was floated about the RCPA, there was no mention there would need to be a separate JPA formed to do that. Ms. Harvey added that the way she read options 1 and 2 was there was a JPA needed for both, which was the problem they were struggling with a year and a half ago.

Chair St. John stated that from a practical standpoint he agreed with Ms. Harvey, and noted Mr. Walsh was a lawyer looking at all the possibilities and trying to obtain information from the Board to narrow down the options. Chair St. John noted he would agree the realistic option would be what he would refer to as the status quo option. Mr. St. John stated the second option would be a merger, and it appeared the JPA needed to remain in existence for the merger to occur, because of what the Board would want the super agency to do.

Ms. Harvey stated that was the issue to begin with.

Chair St. John reminded the Board to be mindful of the work that was done last spring in developing the matrix and noted he personally did not believe the termination of the JPA would be a good way to go, but acknowledged others felt differently about that. Chair St. John noted the fourth option was the one referred to as the County option, which never really existed but rather resulted in the County recommendation of the merger option. Chair St. John noted he believed the choice to be made would be between the status quo and the merger.

Chair St. John stated he believed there were three critical issues. Chair St. John explained the Agency Board had been told by the management and some of the representation from SCTA/RCPA, that if they were to consider a merger, they would not be interested in doing any operations and would not want to run compost or HHW. Chair St. John noted he did not know how that would affect the community HHW collection activities and added that would have to be explored. Chair St. John stated the board structure would be the current SCTA/RCPA board members and members would not be switching in the middle of the meeting and such. Chair St. John noted the RCPA had communicated that clearly. Chair St. John noted the third issue to keep in mind was that the RCPA's currently practice was majority rules.

Chair St. John stated that if the SCWMA Board had an issue with those three deal points mentioned, then they would not want the SCWMA Board to direct staff to pursue the merger option in all possible options; whether a state statute were to be amended, the JPA rewritten to assign staff authority to the RCPA executive, and the RCPA Board as the SCWMA Board. Chair St. John noted staff would need direction from the SCWMA Board if that were the case.

Chair St. John stated the status quo option was up in the air on compost and to some point HHW. He added the future was unknown and noted the Agency was attempting to obtain the permit for a compost site.

Chair St. John noted there may be some merit to extending the JPA for a year or for a shorter duration to determine what's going on with compost, HHW and other issues that would need to be resolved. Chair St. John noted that when Mr. Carter reminded the Board they could vote to extend the JPA, it provided him some breathing room in realizing February 2017 is right around the corner and there was the option to renew yearly. Chair St. John acknowledged it would not be the best way to do business, but it would allow continuity and provide time to get through lawsuits and decisions on compost and HHW.

Ms. Fudge stated it was her understanding from their attorney the JPA that would be created with option 2 would not be a JPA as it exists now, it would just be paperwork. Ms. Fudge noted Mr. Walsh had said that before as well.

Mr. Walsh replied a separate JPA could be set up on paper and it could be operated as the RCPA. Mr. Walsh noted it should be simple if RCPA continued functioning the way they were and without operations.

Ms. Fudge was in agreement that it may take an additional year extension to talk about the RCPA path, working together, keep things simple, and feel comfortable with it. Ms. Fudge noted she would be willing to talk about extending the SCWMA JPA a year just to get to the point where a super agency is done. Ms. Fudge noted that in her mind she had hoped for a simple JPA. Ms. Fudge stated if the RCPA path were taken, she would be interested in what was the SCWMA currently does, which is creating policy for new programs that would be implemented through all ten jurisdictions and not what the RCPA does now, which is model ordinances that not everyone picks up. Ms. Fudge noted she would like to see countywide policy similar to the plastic bag ban. Ms. Fudge added that as leaders they would need to work together to take as much out of the waste stream through policy programs implemented together, and if that could be done through the RCPA, she would be okay with the RCPA. Ms. Fudge noted she believed they would have to be a JPA in order to do that, and it's the reason she made that point.

Mr. Mikus stated he was told originally the RCPA as it existed could not enact ordinances but could suggest model ordinances. Mr. Mikus inquired if they were to choose option 2, where there would still be a JPA, could that entity still do ordinances that encompass the whole region.

Mr. Walsh replied he would agree, as it was done with the bag ordinance under the logic the JPA could adopt all ordinances. Mr. Walsh noted he knew of at least two city attorneys who disagreed with that and did not accept it, therefore there were exceptions to that made. Mr. Walsh noted that going forward with this JPA, as far as the ability, the current JPA had the ability to enact ordinances. Mr. Walsh noted he could not say how the RCPA would deal with that if it were to come forward, because Mr. Walsh would not be representing them, and he would not be involved at that point. Mr. Walsh added he could not say how the SCWMA Board would deal with that going forward if the JPA were to renew, because that was the topic of conversation he had with the city attorneys, and it was an open issue they would be discussing.

Chair St. John noted the issue would be the same for the status quo or a merger.

Mr. Walsh concurred and noted it would not change, as that issue would have to be addressed if there were a renewal or not, because it was one of the key issues the city attorneys wanted to discuss. Mr. Walsh stated the attorney buy off would be needed in order to get a JPA approved.

Ms. Harvey referred to option 2 and asked if the SCWMA were to be assigned to the RCPA/SCTA today, would they have the capability to institute countywide ordinances.

Chair St. John replied this had been asked in the past and he believed the answer to be no.

Suzanne Smith, RCPA Executive Director, noted there was some conversation about this at the last SCWMA meeting, and added the SCTA had an ability to enact an ordinance for sales tax measure, which they did. Ms. Smith noted there were requirements around that and they had to go to each jurisdiction and have the jurisdictions representing the majority of the population approve getting something on the ballot.

Ms. Smith noted the RCPA did not have the authority to institute a countywide ordinance, and noted under option 2, a new JPA would be created and it could be determined that JPA would have the power to do an ordinance, unless it was decided not to give the JPA that power. Ms. Smith noted option 2 would be a new JPA that would be a blank slate. Ms. Smith added there would be history about what people would or wouldn't accept and politically could be a nonstarter, but legally it would not be a problem.

Mr. Walsh noted that if the JPA were to move straight across as is, then the JPA that would be under that umbrella would have the authority to enact ordinances, because it would be in the JPA right now. Mr. Walsh noted the issue was that the existing SCWMA JPA would not be going straight across, and this would be a new document. Mr. Walsh noted that was an issue that had been discussed with the city attorneys, and it would not matter what SCTA/RCPA could do, as it would be a separate legal entity.

Ms. Harvey noted that discussion would have to take place either way.

Mr. Walsh concurred and noted that when he first started as the Agency Counsel, he had a three hour meeting with the city attorneys and there were a lot of issues that would need to be worked through with the JPA.

Ms. Fudge commented about the role of city attorneys and noted they did not create the policy, the Board did. Ms. Fudge noted the attorneys could work with their councils and Agency Counsel, but they were not in charge, the Board was. Ms. Fudge stated she was aware some attorneys take charge of more things with their councils than others, but they were really there to advise not to say there was only one option. Ms. Fudge added she would not like them to be given so much power in this discussion.

Mr. Walsh stated he was in agreement and noted ultimately if a JPA were approved it would have to be approved by all the cities, and their councils are recommended by their counsel, so they would take advice from their legal counsel and not from Mr. Walsh and it is the reason those discussions would take place.

Ms. Fudge was in agreement and added they listened to everybody when creating policy but they didn't automatically approve everything their counsel said.

Mr. Salmi left at 10:30 a.m.

Chair St. John inquired if the Board was comfortable enough to continue with the merger investigation and to work out the details for what he believed would be option 2, as option 4 involved state legislation. Chair St. John also asked if the Board wished to continue directing staff to pursue that and work on some of the details or if they had heard enough information and could live with the same board the RCPA had and the majority rule. Chair St. John suggested they could put some proposals on the table to address some concerns such as the three County members on the Board. Chair St. John asked if the Board felt they had heard enough and wished to pull the plug and noted the plug could be pulled at any time and they would still have option 1. Chair St. John noted he was not pushing one or the other right now but was trying to help the decision process.

Ms. Agrimonti shared she had served in government for many years in California and that was the first time she had seen three County representatives on a board. Ms. Agrimonti noted a lot of things that happened at city levels did not really shock her, because of the way some things were working in the County. Ms. Agrimonti added that was a big deal for her, but if it was not for anyone else on the Board, she would be willing to go along, as it was just a personal feeling.

Ms. Stafford stated the City of Rohnert Park would be interested in seeing the pursuit of option 2 to find out more information.

Mr. Sawyer stated he would also be interested in hearing more regarding option 2 and noted councils would ultimately be hearing from their attorneys. Mr. Sawyer expressed his appreciation for the description of what the options would look like, and noted he would like to see what could be gained and lost and the unfortunate consequences of moving forward with one option or the other. Mr. Sawyer noted it could be that what some cities would consider fortunate, others may consider unfortunate.

Chair St. John acknowledged Mr. Carter's first attempt in developing the matrix and suggested the Board might be willing to direct staff to refine the matrix with respect to options one and two, which would be what he referred to as the status quo and the merger. Chair St. John inquired if anyone would be interested in pursuing the option that would see a termination of the JPA in any form, which would lead to no longer having the countywide program.

Mr. Mikus stated the City of Sebastopol was a small city and saw no merit to option 3 at all. Mr. Mikus noted option 3 would require everybody take on planning and reporting on their own, and according to R3 figures in the past, it could not be disputed there were significant financial consequences to small, large cities, and the County for individual reporting. Mr. Mikus added Sebastopol could not support that and there was no need for it to go forward.

Chair St. John inquired if the Board members understood regarding having to re-file AB939 docs.

Mr. Mikus noted it was estimated it would cost \$25,000 each for the smaller jurisdictions and as much as \$100,000 for a larger jurisdiction to individually file. Mr. Mikus stated he believed option 4 would not be feasible either, and noted Sebastopol was in favor of the regional model for the Agency functions and preferred the JPA. Mr. Mikus noted their preference had not changed.

Ms. Harvey referred to the purpose for the Agency as being participants to divert recyclables and recoverable materials from the waste stream and to cooperate to achieve these diversion goals. Ms. Harvey stated she sat along with other members on SWAG for a couple years to focus on the diversion goals, and noted that with option 2, the SCWMA would become the third step child and lose the focus on diversion goals. Ms. Harvey added that while she had only been to a couple RCPA meetings, it was her understanding they already had a lot on their plate and the meetings at times would go for five hours with huge packets to review. Ms. Harvey stated her council was very concerned about the makeup of the RCPA board and would not want to support three County supervisors with everyone else getting one vote. Ms. Harvey stated she could do without option 2 but would be willing to get more information if the Board would like. Ms. Harvey noted she believed the SCWMA Board had done an excellent job and she would like to see the focus stay on diversion.

Bob Cox, City of Cloverdale, stated he was in agreement with removing options 3 and 4 and having the focus on options 1 and 2. Mr. Cox noted he sat on the library JPA advisory commission board for eighteen months to determine the makeup of the JPA and it was largely due to the fact that the makeup of the old library JPA was skewed towards the County and he was concerned that would happen with option 2. Mr. Cox noted he agreed with Ms. Harvey the JPA as it existed now worked very well and the focus was on AB939 and the requirements. Mr. Cox noted he would like to hear more regarding option 2 but was leaning towards option 1.

Ms. Stafford stated that according to Mr. Schwartz notes, option 4 was not viable, and he did not like the liability part in option 3 but was not adverse to option 3. Ms. Stafford noted she did not like the reporting part in option 3, and would like to see option 2 looked at further.

Mr. Sawyer referenced option 3 and noted it stated the RCPA could provide annual reporting service. Mr. Sawyer inquired what reporting the RCPA would not be able to do.

Mr. Carter replies the RCPA could handle the reporting in option 3, but it would have to be delegated by each individual city and the County to them to do it, and it would be ten individual annual reports, therefore the cost savings from one report would not apply.

Ms. Fudge acknowledged the comments made by the City of Cloverdale and the City of Cotati and noted she would support options 1 and 2 going forward and concurred with Ms. Harvey regarding that there would be more attention if the SCWMA would continue. Ms. Fudge added she would be willing to look at option 2, because she would be concerned option 1 would never get a unanimous vote. Ms. Fudge noted that would be the only reason she would consider option 2, and she would be willing to look at the work being done in option 2 to figure out if some of the differences could be solved.

Chair St. John noted that whatever would be done would require a unanimous vote at some point.

Mr. Walsh stated that if there were an extension or new JPA, it would have to be approved by all the parties, so it would be all the cities and the County. Mr. Walsh noted it would be a unanimous vote of all the member entities.

Ms. Harvey inquired if a JPA could be created where those cities that would want to join could and if some cities chose not to join they would just not join. Ms. Harvey asked for confirmation that in this case, the unanimous requirement would not apply.

Mr. Walsh replied there could be a JPA that did not include all the members.

Ms. Harvey inquired if, for example, Petaluma did not want to be part of the new JPA, could the remaining cities and County have a JPA and Petaluma's vote would not be needed to constitute a new JPA.

Mr. Walsh confirmed.

Chair St. John noted there was an interest in refining options 1 and 2, and while he thought they needed to be diligent and keep working on it, he was feeling less of a time imperative and believed they could be thoughtful about it. Chair St. John added that as they moved forward, some of the other issues would also come into clearer vision regarding future compost and HHW operations, and the lawsuits. Chair St. John noted it sounded to him like the Board would like to direct staff to further refine the two options, and he thought the matrix was an excellent start. Chair St. John recommended expanding the matrix and talking about how they would envision getting compost back. Chair St. John noted he was trying to stay in the realm of what was being heard from the RCPA staff, board members and everyone, and keep it in the range of what's possible.

Ms. Agrimonti noted that a statement was made at an SCTA meeting she attended that they would look into it to see if they would be capable of taking this on. Ms. Agrimonti stated she thought they would still have to come back to report that out but she was uncertain about that.

Ms. Harvey noted there was no sense in the Board looking at options that were not realistic.

Mr. Mikus inquired as to what exactly staff would be asked to do as far as refining and what specifics the Board would like staff to look into.

Chair St. John noted that at some point in the near future, the Board would be going back to speak with their respective councils and also asking them if there was a deal killer in the merger option. To seek if there was something in the direction taken that council members would not support. Chair St. John noted the next refinement to the matrix would be helpful in going back to report to the councils and obtain guidance.

Ms. Klassen stated she believed she heard the board unanimously moving away from the idea of going to the state legislature to modify the RCPA. Ms. Klassen noted that if everyone agreed on that, the direction to staff could be to determine what option 2 would look like if the base assumption was there would not be a legislative fix for the RCPA. Ms. Klassen noted that when speaking of eliminating options, one of her concerns about eliminating option 3 was the discussion that would need to take place with all the councils. Ms. Klassen noted that if option 1 or option 2 did not work out, option 3 would be the default. Ms. Klassen noted that every time Agency members go to their council or board, they need to talk about option 3 and what the pros and cons are. Ms. Klassen acknowledged that while no one may have that as a preferred option, they may not want to eliminate that from any presentation, as it's a reminder of the downside of cost increases of reporting individually.

Chair St. John concurred that while option 3 may not be a preferred option, it should remain on the matrix for educational purposes alone as a reminder that if nothing were done, that's where the Agency would be.

Mr. Sawyer stated he was in agreement. Mr. Sawyer referenced option 2 on the matrix regarding majority vote on nearly all issues. Mr. Sawyer asked that the matrix clarify where the majority vote would not be acceptable. Mr. Sawyer noted the City of Santa Rosa was often looked at as the city that could seem critical of the need for a JPA. Mr. Sawyer explained Santa Rosa was not against having a JPA, but the reason unanimous voting was important to Santa Rosa was because any decision made by the SCWMA Board would affect Santa Rosa more than any other city, because Santa Rosa is larger. Mr. Sawyer noted he believed there would be a lack of fairness if the smaller cities were to dictate what the large cities would do.

Mr. Sawyer noted Santa Rosa was concerned that if a decision were made to have a program or charge a fee, the City of Santa Rosa would be affected more than any other city at the table. Mr. Sawyer added that being at the mercy of all the other cities when Santa Rosa gets affected more would be a concern to them, and it's why the ability to look at the various options and determine the pros and cons in moving forward with the JPA was important. Mr. Sawyer noted Santa Rosa would like to be able to control their destiny and be able to say no to something that could adversely affect the largest city in the county.

Chair St. John asked if staff felt they had sufficient direction at this time.

Mr. Carter replied he felt there was enough direction and summarized what he felt his direction was: expand the matrix, keep it in the realm of possibility and being realistic about what could happen. Examine options 1, 2, and 3 with the understanding that 3 was included not as a preferred option, but rather as the worst case scenario if an agreement in other areas were not reached. Matrix details filled in where there was a mostly or sometimes, so the Board had the information needed as to what exact situations would require certain issues.

Chair St. John asked that staff be specific on the majority vote issue, Board representation issue, and the countywide ordinance policy making issue. Chair St. John suggested Agency staff explore these things with the RCPA staff and try to get in the realm of what's possible. Chair St. John asked the things they can't do be flushed out. Chair St. John noted he did not hear a big issue on this day regarding the operations part nor anyone stating they wanted to operate compost.

Ms. Harvey recommended that be highlighted.

Chair St. John noted the operations moving towards County such as how the cities would get compost and HHW services needed to be addressed.

Mr. Carter noted that in speaking regarding the realm of possibility and being realistic, there was likely to be a strong objection from the RCPA board about including the operations. Mr. Carter noted that while it would be possible, it would be unrealistic that would happen, especially with the possibility of the RCPA having to go to the state legislature.

Chair St. John noted a concern mentioned prior regarding the possibility of wanting an HHW facility in North County. Chair St. John noted these thoughts were expressed by board members as being important to them, and recommended looking at this under each option. Chair St. John

said that would make it five or six issues that had been heard between this and last month's SCWMA meeting.

Public Comments

None.

The Board took a recess at 10:00 a.m.

Mr. Sawyer left at 11:00 a.m.

The meeting resumed at 11:05 a.m.

8. Compost Site Closure

Mr. Carter mentioned the lawsuit related settlement which caused the existing compost facility at the Central Disposal Site to be shut down, and noted there were a lot of interim steps being taken. Mr. Carter added October 15th was the date the site had to be shut down and all the equipment and material had to be removed. Mr. Carter noted the site had been left in clean condition as of October 15th, and added the outhaul was continuing and there had been a lot of cooperation with The Ratto Group. Mr. Carter noted this was an update in consent last month, so it didn't get discussed, but there were some concerns about interim steps of where material would be stored. Mr. Carter noted it was believed all the issues were worked out and there were a few things staff would continue to work with Republic on to make sure the short-medium term solutions were figured out and progressing well.

Mr. Carter noted the settlement agreement stated the Agency would take action to terminate the License Agreement with the County of Sonoma. Mr. Carter recommended that agreement with the County of Sonoma be terminated. Mr. Carter noted there were some provisions in that agreement that stated there may be some post closure cleanup activities that would need to be done by the agency, and the county had identified those. Mr. Carter explained that would involve collecting and disposing of water that impacts that site. Mr. Carter noted that even though it was swept, there were some areas where material was able to settle in. Mr. Carter stated staff spoke with Republic regarding disposing of the collected water in the leachate pipeline and it was not expected it would be an overwhelming volume. Mr. Carter added arrangements had been made with a hauler that could provide that service, and the necessary steps had been taken to return the site into a completely clean condition as requested by the County.

Mr. Mikus referenced the last paragraph of the compost site closure staff report regarding funding impact. Mr. Mikus stated he believed the liability was likely to be minimal because Republic intended to use that space for trash and that site overlays existing trash. Mr. Mikus noted he would suspect that if there were any long term lingering environmental impacts, it would be from the trash rather than anything compost could've done.

Mr. Mikus stated he visited the site on the next to the last day of operations and was impressed with what was done to clean up the site. Mr. Mikus noted he took some pictures and it looked pristine.

Chair St. John inquired if the Agency wished to continue operating compost on the county property in the future, if the termination of these licensing agreement at this time affected the ability for the Agency to do that in any way in the future at a different location on that property.

Mr. Walsh replied a new license agreement would need to be entered into anyways and it was currently accounted for in the JPA that they would have to provide the Agency a site.

Mr. Carter added the County had already provided a list of expectations of what they thought would go into that license agreement.

Mr. Mikus motioned to accept staff's recommendation to write a letter terminating the license agreement and Ms. Harvey seconded the motion.

Public Comments

None.

Vote Count:

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

AYES -8- NOES -0- ABSENT -2- ABSTAIN -0-

The motion passed.

9. Mandatory Organics Recycling Program

Felicia Smith, Agency staff, provided information on the mandatory organics recycling program. Ms. Smith stated a state bill was passed in September 2014 that required commercial and public entities to recycle their organic waste. Ms. Smith noted the law defined organic waste as food waste, yard waste, non-hazardous wood waste and food soiled paper, and the intent of the law was to reduce greenhouse gas emission as it related to the Global Warming Solutions Act. Ms. Smith stated the law established a well defined implementation timeline starting January 2016, in which jurisdictions had to have an organics recycling program in place and provide education and outreach, which the Agency does.

Ms. Smith noted the implementation dates for commercial and public entities were staggered on the amount they could generate, and added all the details of the thresholds and associated implementation dates were in her staff report. Ms. Smith stated that starting April 1, 2016 large generators of organic waste would need to have an organics recycling program in place. Ms. Smith stated that in January 2017 the medium generators would have to have a program in place, and two years following January 2019, smaller generators would have to have an organics recycling program in place.

Ms. Smith noted CalRecycle's overall goal was at 50% reduction in organic material that was currently going to the landfill, based on 2014 levels. Ms. Smith added that in the event that by 2020 it was determined this goal was not reached; they would expand to even smaller generators.

Ms. Smith stated that so far all the major food related businesses had been identified thanks to Sonoma County's Environmental Health and Safety Department. Ms. Smith noted they provided a comprehensive list of about two thousand businesses and entities that had food handling permits, which would be the majority captured in this law.

Ms. Smith noted a webpage was created on the Agency's website that included the intent of the law, the implementation date, and resources. Ms. Smith noted the next step would be informing the impacted businesses of the mandate and assisting them in getting an organics program set up. Ms. Smith noted that in an effort to convey a consistent message, staff would like to partner with the jurisdictions to utilize their websites and electronic newsletters to help publicize the law.

Ms. Smith noted the law was similar to the mandatory commercial recycling and therefore resources and grant funding as appropriate could be maximized to provide comprehensive waste diversion, education, and outreach to the community.

Chair St. John asked for confirmation the Agency currently had a grant for this outreach.

Mr. Carter replied the City County Payment Program was being used as much as possible and dovetailed into a lot of the mandatory commercial recycling outreach being conducted. Mr. Carter noted grant money would be used as much as feasible and allowable.

Chair St. John noted it was his understanding there was already some commercial organic recycling and there were some programs in place increasing the organic recycling from restaurants and markets.

Ms. Smith replied that was happening and she believed it was on a voluntary basis.

Chair St. John inquired if Republic had something they were doing.

Mr. Carter replied it was a program Republic had but this program would require the really large generators to have an organics recycling program in place soon and it would not be on a voluntary basis.

Martin Mileck, Cold Creek Compost, stated they would like to help Sonoma County recycle more and noted they had been recycling food waste since 1995. Mr. Mileck shared a flyer distributed in Mendocino County and noted he would like to see it go out to all the cities whose waste goes into the Healdsburg Transfer Station. Mr. Mileck noted food waste could be recycled now, but noted there was a contamination problem. Mr. Mileck explained he was not aware the waste stream in Sonoma County was so contaminated, and added the contamination needed to be cleaned up before food waste was added. Mr. Mileck stated he was really looking forward to doing food waste in North County and noted it would simply be mixed in with the green waste and the price would be the same.

Michael Siminitus, Waste Busters in Sebastopol, stated he was happy to hear the organics recycling programs were going to be mandatory now. Mr. Siminitus noted it was something he had been working on for many years but was up with a number of roadblocks. Mr. Siminitus noted the contamination was huge and the amount of outreach the Agency would need to do would be more than expected to get people to produce clean organic loads suitable for

composting and if it were to be suitable for digestion it would be even more difficult. Mr. Siminitus noted ideally all organic resources would be recycled in the county, but for now the service gaps would need to be addressed.

Mr. Siminitus stated he did some work recently in Sonoma and was directed by the city to implement these types of programs, as the hauler did not produce the programs. Mr. Siminitus noted he had to work with a hauler to get the material taken to Napa, and shared this was not the first time this happened. Mr. Siminitus stated same thing occurred in Santa Rosa in the recent past. Mr. Siminitus noted that while programs were starting, there were still some service gaps that needed to be addressed. Mr. Siminitus stated that according to the University of New South Wales, compost could be hauled 200 miles and the climate benefit of recycling organics would still be seen.

Mr. Siminitus noted that having the facility such as Cold Creek or Napa nearby was great because they could accept the wide variety of materials, including the food soiled paper products. Mr. Siminitus noted that was a big area that was not being diverted and there was a lot of food waste in soiled paper that might be a target area. Mr. Siminitus recommended a policy to get special events in line was needed, because large events would often generate more than eight yards of material in a week.

Chair St. John asked for confirmation the composting facilities currently being used could take commercial food waste.

Mr. Carter confirmed.

Chair St. John asked for confirmation the former Agency compost facility could not take food waste.

Mr. Carter replied the former facility could not take all food waste but could take vegetative food waste.

Chair St. John noted that it was interesting the flyer Mr. Mileck handed out was for Waste Management and it was his understanding Redwood was not taking commercial food waste.

Mr. Carter noted he believed they were permitted to take food waste.

Mr. Mileck stated that regarding Waste Management operations in Mendocino County, they take the food waste to Cold Creek Compost and they don't have anything to do with the Redwood facility.

Mr. Mikus complimented Ms. Smith on her first staff report presentation.

11. Attachments and Correspondence:

11.1 Outreach Calendar October-November 2015

12. Boardmember Comments

Chair St. John acknowledged Mr. Mikus as a new boardmember.

Mr. Mikus recommended shuffling seats as it was difficult to see where he was seated.

13. Staff Comments

Mr. Carter stated there were some changes in the e-waste collection system going on and staff would likely bring an item before the Board to deal with some of the changes.

Mr. Carter provided an update regarding the permitting of the new compost site and stated staff was expecting documents from Tetra Tech which were not received, but Mr. Carter was following up with them. Mr. Carter noted it looked like they were two weeks behind schedule but there were no dire problems at this point.

Chair St. John asked when Mr. Carter estimated the Agency would be submitting the permit application.

Mr. Carter replied he believed it would be fairly early next year.

Ms. Klassen asked staff to provide some feedback at the next meeting regarding the article in the newspaper about The Ratto Group and certain materials they were potentially saying they could no longer take.

Ms. Klassen stated the County was receiving calls from people saying they were confused about what they could and couldn't recycle and she felt there needed to be a consistent message that came out of the Agency about this; working with The Ratto Group. Ms. Klassen noted there needed to be a consistent response to those calls.

Mr. Carter stated he was in agreement and staff had been trying to work with The Ratto Group on providing a consistent message and hoped that would continue. Mr. Carter noted it had been changing for The Ratto Group and they had provided staff with updates, and found out a week later that changed. Mr. Carter was in agreement that a consistent message should be put out.

14. Next SCWMA meeting: November 18, 2015

15. Adjourn

The meeting was adjourned at 11:25 a.m.

Submitted by
Sally Evans



Agenda Item #: **6.2**
Cost Center: **All**
Staff Contact: **Carter**
Agenda Date: **11/18/2015**

ITEM: **FY 15-16 First Quarter Financial Report**

I. BACKGROUND

In accordance with the requirement in the joint powers authority agreement the Sonoma County Waste Management Agency (SCWMA) staff make quarterly reports to the Board of Directors of Agency operations and of all receipts to and disbursements from the SCWMA, this report covers the First Quarter of FY 15-16 (July, August, and September, 2015).

II. DISCUSSION

The First Quarter Financial Report uses information from the County accounting system, Enterprise Financial System (EFS), for expenditures and revenues. The FY 2015-16 First Quarter Financial Report contains the actual amounts spent or received to date at the end of the quarter, the projected revenues and expenses, the adjusted budget, and the difference between the budget and the projections. With limited information (the first quarter of the fiscal year), this financial report is narrow in scope. For example, as of the end of the first quarter, the County had not transferred any tipping fee funding to the Agency, so projections of the total amount of tipping fees to be collected for the entire fiscal year are speculative.

Revenues

As mentioned above, no tipping fee revenue had been recorded as of September 30, 2015. There were challenges related to the assumption of operations of the landfill and transfer stations by Republic and the transfer of funds ultimately to the Agency. As of November 10, 2015, the Agency has received tipping fees for most funds up to June 30, 2015, but has not received any current fiscal year tipping fee revenues. Agency staff has been working with County staff to resolve these issues and believes additional tipping fee payments will be made this month, and will be reflected in the Second Quarter Report.

Payment timing aside, staff estimates revenue received from the County will be significantly below budget estimates as the actual wood waste and yard debris rates were significantly lower than estimated in the budget. The Board adopted a "worst case" budget in May 2015, as factors related to the compost operations were unknown at that time. Tipping fees were set lower than budget expectations as costs were lower than listed in the budget. As a result, tipping fee revenues listed in the 42601 – County of Sonoma Accounts will not meet budget estimates. There will be a corresponding decrease in contractor costs as well, which will be described in the expenditure section.

44050 – Unrealized Gains and Losses relates to adjustments made by the Treasury, which maintains the Agency's funds. Accounting practices under which the County and Agency function (GASB 31) require the Sonoma County Treasury to adjust the fund balances on an annual basis depending on the market value of each fund, as calculated by the Treasury. Historically, the

adjustments were listed in the notes of the financial statements of the Treasury, but were also listed as findings in their annual audits. The decision was made by the Treasury to include the adjustments through normal operations instead of as notes in the financial statements.

It is estimated that the 46029 – Donations/Contributions will be nearly \$10,000 below budget estimates, as the budget included a \$10,000 payment from Sonoma Compost to offset transportation costs related to that operation that will no longer occur, as that compost site is no longer operating.

Expenditures

Staff estimates there will be reduced costs in the 51201 – Administrative Services Accounts due to a staff vacancy, 51803 – Other Contract Services due to a lower cost related to the compost outhaul than originally accounted for in the FY 15-16 Final Budget, and lower costs in the 52162 – Special Department Expense due to fewer permitting and monitoring expenses related to the former composting site. 51801 – Other Services include expenditures from the prior fiscal year that were not accounted for in the prior fiscal year.

It should be noted that the decreased tipping fee revenues do not match the decreased contract services expenditures. This is due to the additional expense of contributing to the escrow account related to the former compost site. Staff believes this escrow account will be closed in the current fiscal year and the remainder of the account balance (less County reimbursement costs) will be deposited into the Organics Reserve. The escrow account balances as of 10/30/2015 was \$1,687,118.56.

A better picture of the SCWMA's financial situation will be presented after the end of the 2nd Quarter, in the Mid-Year Financial Report.

III. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2015-16 First Quarter Financial Report on the Consent Calendar.

IV. ATTACHMENTS

First Quarter Financial Report FY 2015-16 Revenue and Expenditure Summary

Approved by: _____
Patrick Carter, Interim Executive Director, SCWMA

Fiscal Year 15-16 Sonoma County Waste Management Agency Financial Report, First Quarter

Account Description	Budget		Actual	Estimated	Actual and	Over/Under
	Original	Final	Year to Date	Q2-Q4	Estimated	Budget
00004 - All Revenues						
42358 - State Other Funding	\$ 283,872.00	\$ 283,872.00	\$ -	\$ 283,872.00	\$ 283,872.00	\$ -
42601 - County of Sonoma	\$ 9,289,351.00	\$ 9,289,351.00	\$ -	\$ 6,357,307.00	\$ 6,357,307.00	\$ (2,932,044.00)
44002 - Interest on Pooled Cash	\$ 124,565.00	\$ 33,290.00	\$ -	\$ 33,290.00	\$ 33,290.00	\$ -
44050 - Unrealized Gains and Losses	\$ -	\$ -	\$ (16,335.11)	\$ -	\$ (16,335.11)	\$ (16,335.11)
46029 - Donations/Contributions	\$ 255,450.00	\$ 255,450.00	\$ 18,782.08	\$ 227,078.57	\$ 245,860.65	\$ (9,589.35)
46200 - PY Revenue - Miscellaneous	\$ -	\$ -	\$ 1.72	\$ -	\$ 1.72	\$ 1.72
47101 - Transfers In - within a Fund	\$ 579,640.00	\$ 670,915.00	\$ -	\$ 670,915.00	\$ 670,915.00	\$ -
Total 00004 All Revenues	\$ 10,532,878.00	\$ 10,532,878.00	\$ 2,448.69	\$ 7,750,506.57	\$ 7,752,955.26	\$ (2,779,922.74)
00005 - All Expense/Expenditure Accts						
51041 - Insurance - Liability	\$ 12,000.00	\$ 12,000.00	\$ 10,332.99	\$ -	\$ 10,332.99	\$ (1,667.01)
51201 - Administration Services	\$ 852,612.00	\$ 852,612.00	\$ -	\$ 768,949.00	\$ 768,949.00	\$ (83,663.00)
51205 - Advertising/Marketing Svc	\$ 14,000.00	\$ 14,000.00	\$ 1,117.50	\$ 12,882.50	\$ 14,000.00	\$ -
51206 - Accounting/Auditing Services	\$ 22,000.00	\$ 22,000.00	\$ -	\$ 22,000.00	\$ 22,000.00	\$ -
51207 - Client Accounting Services	\$ 11,928.00	\$ 11,928.00	\$ -	\$ 11,928.00	\$ 11,928.00	\$ -
51211 - Legal Services	\$ 301,000.00	\$ 301,000.00	\$ 46,851.88	\$ 254,148.12	\$ 301,000.00	\$ -
51213 - Engineer Services	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 12,500.00	\$ 12,500.00	\$ -
51225 - Training Services	\$ 4,200.00	\$ 4,200.00	\$ -	\$ 4,200.00	\$ 4,200.00	\$ -
51249 - Other Professional Services	\$ 184,686.00	\$ 184,686.00	\$ 21,840.22	\$ 162,845.78	\$ 184,686.00	\$ -
51401 - Rents and Leases - Equipment	\$ 3,000.00	\$ 3,000.00	\$ 653.49	\$ 2,346.51	\$ 3,000.00	\$ -
51421 - Rents and Leases - Bldg/Land	\$ 38,025.00	\$ 38,025.00	\$ 4,200.00	\$ 33,825.00	\$ 38,025.00	\$ -
51801 - Other Services	\$ -	\$ -	\$ 11,310.77	\$ -	\$ 11,310.77	\$ 11,310.77
51803 - Other Contract Services	\$ 8,741,784.00	\$ 8,741,784.00	\$ 1,542,636.02	\$ 5,445,928.44	\$ 6,988,564.46	\$ (1,753,219.54)
51901 - Telecommunication Data Lines	\$ 3,796.00	\$ 3,796.00	\$ 344.16	\$ 3,451.84	\$ 3,796.00	\$ -
51902 - Telecommunication Usage	\$ 25,200.00	\$ 25,200.00	\$ 65.09	\$ 25,134.91	\$ 25,200.00	\$ -
51904 - ISD - Baseline Services	\$ 17,657.00	\$ 17,657.00	\$ 1,787.17	\$ 15,869.83	\$ 17,657.00	\$ -
51906 - ISD - Supplemental Projects	\$ 1,800.00	\$ 1,800.00	\$ 370.00	\$ 1,430.00	\$ 1,800.00	\$ -
51909 - Telecommunication Wireless Svc	\$ 1,000.00	\$ 1,000.00	\$ 143.07	\$ 856.93	\$ 1,000.00	\$ -
51911 - Mail Services	\$ 3,450.00	\$ 3,450.00	\$ 93.43	\$ 3,356.57	\$ 3,450.00	\$ -
51915 - ISD - Reprographics Services	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00	\$ -
51916 - County Services Chgs	\$ 19,880.00	\$ 19,880.00	\$ -	\$ 19,806.00	\$ 19,806.00	\$ (74.00)
51919 - EFS Charges	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -
51922 - County Car Expense	\$ 3,720.00	\$ 3,720.00	\$ 372.20	\$ 3,347.80	\$ 3,720.00	\$ -
51923 - Unclaimable county car exp	\$ -	\$ -	\$ 26.16	\$ (26.16)	\$ -	\$ -
52091 - Memberships/Certifications	\$ 10,350.00	\$ 10,350.00	\$ 10,350.00	\$ -	\$ 10,350.00	\$ -
52111 - Office Supplies	\$ 27,630.00	\$ 27,630.00	\$ 3,210.34	\$ 24,419.66	\$ 27,630.00	\$ -
52162 - Special Department Expense	\$ 132,400.00	\$ 132,400.00	\$ -	\$ 70,000.00	\$ 70,000.00	\$ (62,400.00)
52163 - Professional Development	\$ 3,700.00	\$ 3,700.00	\$ -	\$ 3,700.00	\$ 3,700.00	\$ -
57011 - Transfers Out - within a Fund	\$ 670,915.00	\$ 670,915.00	\$ -	\$ 670,915.00	\$ 670,915.00	\$ -
57015 - Transfers Out - All Others	\$ 2,724.00	\$ 2,724.00	\$ -	\$ -	\$ -	\$ (2,724.00)
Total 00005 All Expense/Expenditure Accts	\$ 11,126,657.00	\$ 11,126,657.00	\$ 1,655,704.49	\$ 7,578,515.73	\$ 9,234,220.22	\$ (1,892,436.78)
All Expense/Expenditure Accts	\$ 11,126,657.00	\$ 11,126,657.00	\$ 1,655,704.49	\$ 7,578,515.73	\$ 9,234,220.22	\$ (1,892,436.78)
All Revenues	\$ 10,532,878.00	\$ 10,532,878.00	\$ 2,448.69	\$ 7,750,506.57	\$ 7,752,955.26	\$ (2,779,922.74)
Net Cost	\$ 593,779.00	\$ 593,779.00	\$ 1,653,255.80	\$ (171,990.84)	\$ 1,481,264.96	\$ 887,485.96

Fiscal Year 15-16 Sonoma County Waste Management Agency Financial Report, First Quarter

Account Description		Budget		Actual	Estimated	Actual and	Over/Under
		Original	Final	Year to Date	Q2-Q4	Estimated	Budget
78101 - SCWMA - Wood Waste							
00004 - All Revenues							
42601 - County of Sonoma		\$ 232,000.00	\$ 232,000.00	\$ -	\$ 232,000.00	\$ 232,000.00	\$ -
44002 - Interest on Pooled Cash		\$ 753.00	\$ 753.00	\$ -	\$ 753.00	\$ 753.00	\$ -
44050 - Unrealized Gains and Losses		\$ -	\$ -	\$ (695.79)	\$ -	\$ (695.79)	\$ (695.79)
Total 00004 All Revenues		\$ 232,753.00	\$ 232,753.00	\$ (695.79)	\$ 232,753.00	\$ 232,057.21	\$ (695.79)
00005 - All Expense/Expenditure Accts							
51041 - Insurance - Liability		\$ 1,320.00	\$ 1,320.00	\$ 103.33	\$ -	\$ 103.33	\$ (1,216.67)
51201 - Administration Services		\$ 25,041.00	\$ 25,041.00	\$ -	\$ 25,041.00	\$ 25,041.00	\$ -
51206 - Accounting/Auditing Services		\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -
51207 - Client Accounting Services		\$ 1,312.00	\$ 1,312.00	\$ -	\$ 1,312.00	\$ 1,312.00	\$ -
51803 - Other Contract Services		\$ 219,630.00	\$ 219,630.00	\$ 16,077.15	\$ 203,552.85	\$ 219,630.00	\$ -
51904 - ISD - Baseline Services		\$ 3,531.00	\$ 3,531.00	\$ 309.59	\$ 3,221.41	\$ 3,531.00	\$ -
51916 - County Services Chgs		\$ 2,187.00	\$ 2,187.00	\$ -	\$ 2,741.00	\$ 2,741.00	\$ 554.00
57011 - Transfers Out - within a Fund		\$ 91,275.00	\$ 91,275.00	\$ -	\$ 91,275.00	\$ 91,275.00	\$ -
57015 - Transfers Out - All Others		\$ 454.00	\$ 454.00	\$ -	\$ -	\$ -	\$ (454.00)
Total 00005 All Expense/Expenditure Accts		\$ 345,250.00	\$ 345,250.00	\$ 16,490.07	\$ 327,643.26	\$ 344,133.33	\$ (1,116.67)
All Expense/Expenditure Accts		\$ 345,250.00	\$ 345,250.00	\$ 16,490.07	\$ 327,643.26	\$ 344,133.33	\$ (1,116.67)
All Revenues		\$ 232,753.00	\$ 232,753.00	\$ (695.79)	\$ 232,753.00	\$ 232,057.21	\$ (695.79)
Net Cost		\$ 112,497.00	\$ 112,497.00	\$ 17,185.86	\$ 94,890.26	\$ 112,076.12	\$ (420.88)
Account Description		Budget		Actual	Estimated	Actual and	Over/Under
		Original	Final	Year to Date	Q2-Q4	Estimated	Budget
78102 - SCWMA - Yard Debris							
00004 - All Revenues							
42601 - County of Sonoma		\$ 7,452,000.00	\$ 7,452,000.00	\$ -	\$ 4,698,000.00	\$ 4,698,000.00	\$ (2,754,000.00)
44002 - Interest on Pooled Cash		\$ 4,823.00	\$ 4,823.00	\$ -	\$ 4,823.00	\$ 4,823.00	\$ -
44050 - Unrealized Gains and Losses		\$ -	\$ -	\$ (2,296.54)	\$ -	\$ (2,296.54)	\$ (2,296.54)
46029 - Donations/Contributions		\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ (10,000.00)
Total 00004 All Revenues		\$ 7,466,823.00	\$ 7,466,823.00	\$ (2,296.54)	\$ 4,702,823.00	\$ 4,700,526.46	\$ (2,766,296.54)
00005 - All Expense/Expenditure Accts							
51041 - Insurance - Liability		\$ 1,800.00	\$ 1,800.00	\$ 516.65	\$ -	\$ 516.65	\$ (1,283.35)
51201 - Administration Services		\$ 138,973.00	\$ 138,973.00	\$ -	\$ 100,000.00	\$ 100,000.00	\$ (38,973.00)
51206 - Accounting/Auditing Services		\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -
51207 - Client Accounting Services		\$ 1,789.00	\$ 1,789.00	\$ -	\$ 1,789.00	\$ 1,789.00	\$ -
51211 - Legal Services		\$ 5,000.00	\$ 5,000.00	\$ 777.00	\$ 4,223.00	\$ 5,000.00	\$ -
51225 - Training Services		\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -
51803 - Other Contract Services		\$ 7,199,140.00	\$ 7,199,140.00	\$ 1,082,102.96	\$ 3,500,000.00	\$ 4,582,102.96	\$ (2,617,037.04)
51901 - Telecommunication Data Lines		\$ 936.00	\$ 936.00	\$ 38.24	\$ 897.76	\$ 936.00	\$ -
51904 - ISD - Baseline Services		\$ 6,017.00	\$ 6,017.00	\$ 513.67	\$ 5,503.33	\$ 6,017.00	\$ -
51911 - Mail Services		\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -
51915 - ISD - Reprographics Services		\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -
51916 - County Services Chgs		\$ 2,982.00	\$ 2,982.00	\$ -	\$ 4,297.00	\$ 4,297.00	\$ 1,315.00
51922 - County Car Expense		\$ -	\$ -	\$ 372.20	\$ (372.20)	\$ -	\$ -
51923 - Unclaimable county car exp		\$ -	\$ -	\$ 26.16	\$ (26.16)	\$ -	\$ -
52111 - Office Supplies		\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
52162 - Special Department Expense		\$ 82,000.00	\$ 82,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ (62,000.00)
52163 - Professional Development		\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -
57015 - Transfers Out - All Others		\$ 908.00	\$ 908.00	\$ -	\$ -	\$ -	\$ (908.00)
Total 00005 All Expense/Expenditure Accts		\$ 7,450,245.00	\$ 7,450,245.00	\$ 1,084,346.88	\$ 3,647,011.73	\$ 4,731,358.61	\$ (2,718,886.39)
All Expense/Expenditure Accts		\$ 7,450,245.00	\$ 7,450,245.00	\$ 1,084,346.88	\$ 3,647,011.73	\$ 4,731,358.61	\$ (2,718,886.39)
All Revenues		\$ 7,466,823.00	\$ 7,466,823.00	\$ (2,296.54)	\$ 4,702,823.00	\$ 4,700,526.46	\$ (2,766,296.54)
Net Cost		\$ (16,578.00)	\$ (16,578.00)	\$ 1,086,643.42	\$ (1,055,811.27)	\$ 30,832.15	\$ 47,410.15

Fiscal Year 15-16 Sonoma County Waste Management Agency Financial Report, First Quarter

Account Description		Budget		Actual	Estimated	Actual and	Over/Under	
		Original	Final	Year to Date	Q2-Q4	Estimated	Budget	
78103 - SCWMA - Organics Reserve								
	44002 - Interest on Pooled Cash	\$ 107,424.00	\$ 16,149.00	\$ -	\$ 16,149.00	\$ 16,149.00	\$ -	
	44050 - Unrealized Gains and Losses	\$ -	\$ -	\$ (5,653.12)	\$ -	\$ (5,653.12)	\$ (5,653.12)	
	47101 - Transfers In - within a Fund	\$ -	\$ 91,275.00	\$ -	\$ 91,275.00	\$ 91,275.00	\$ -	
	Total 00004 All Revenues	\$ 107,424.00	\$ 107,424.00	\$ (5,653.12)	\$ 107,424.00	\$ 101,770.88	\$ (5,653.12)	
	00005 - All Expense/Expenditure Accts							
	51201 - Administration Services	\$ 64,239.00	\$ 64,239.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ (14,239.00)	
	51206 - Accounting/Auditing Services	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	
	51211 - Legal Services	\$ 250,000.00	\$ 250,000.00	\$ 41,988.36	\$ 208,011.64	\$ 250,000.00	\$ -	
	51213 - Engineer Services	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 12,500.00	\$ 12,500.00	\$ -	
51801 - Other Services	\$ -	\$ -	\$ 608.47	\$ -	\$ 608.47	\$ 608.47		
51803 - Other Contract Services	\$ 150,000.00	\$ 150,000.00	\$ 427,417.50	\$ 586,400.00	\$ 1,013,817.50	\$ 863,817.50		
52111 - Office Supplies	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -		
52162 - Special Department Expense	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -		
Total 00005 All Expense/Expenditure Accts		\$ 530,239.00	\$ 530,239.00	\$ 470,014.33	\$ 910,411.64	\$ 1,380,425.97	\$ 850,186.97	
All Expense/Expenditure Accts		\$ 530,239.00	\$ 530,239.00	\$ 470,014.33	\$ 910,411.64	\$ 1,380,425.97	\$ 850,186.97	
All Revenues		\$ 107,424.00	\$ 107,424.00	\$ (5,653.12)	\$ 107,424.00	\$ 101,770.88	\$ (5,653.12)	
Net Cost		\$ 422,815.00	\$ 422,815.00	\$ 475,667.45	\$ 802,987.64	\$ 1,278,655.09	\$ 855,840.09	
Account Description		Budget		Actual	Estimated	Actual and	Over/Under	
		Original	Final	Year to Date	Q2-Q4	Estimated	Budget	
78104 - SCWMA - HHW								
00004 - All Revenues								
	42358 - State Other Funding	\$ 148,872.00	\$ 148,872.00	\$ -	\$ 148,872.00	\$ 148,872.00	\$ -	
	42601 - County of Sonoma	\$ 1,252,173.00	\$ 1,252,173.00	\$ -	\$ 1,252,173.00	\$ 1,252,173.00	\$ -	
	44002 - Interest on Pooled Cash	\$ 3,519.00	\$ 3,519.00	\$ -	\$ 3,519.00	\$ 3,519.00	\$ -	
	44050 - Unrealized Gains and Losses	\$ -	\$ -	\$ (3,049.00)	\$ -	\$ (3,049.00)	\$ (3,049.00)	
	46029 - Donations/Contributions	\$ 216,641.00	\$ 216,641.00	\$ 15,174.57	\$ 201,466.43	\$ 216,641.00	\$ -	
	46200 - PY Revenue - Miscellaneous	\$ -	\$ -	\$ 1.72	\$ -	\$ 1.72	\$ 1.72	
	Total 00004 All Revenues	\$ 1,621,205.00	\$ 1,621,205.00	\$ 12,127.29	\$ 1,606,030.43	\$ 1,618,157.72	\$ (3,047.28)	
00005 - All Expense/Expenditure Accts								
	51041 - Insurance - Liability	\$ 5,400.00	\$ 5,400.00	\$ 5,683.14	\$ -	\$ 5,683.14	\$ 283.14	
	51201 - Administration Services	\$ 242,557.00	\$ 242,557.00	\$ -	\$ 242,557.00	\$ 242,557.00	\$ -	
	51205 - Advertising/Marketing Svc	\$ 12,000.00	\$ 12,000.00	\$ 1,117.50	\$ 10,882.50	\$ 12,000.00	\$ -	
	51206 - Accounting/Auditing Services	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -	
	51207 - Client Accounting Services	\$ 5,368.00	\$ 5,368.00	\$ -	\$ 5,368.00	\$ 5,368.00	\$ -	
	51211 - Legal Services	\$ 10,000.00	\$ 10,000.00	\$ 63.00	\$ 9,937.00	\$ 10,000.00	\$ -	
	51225 - Training Services	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	
	51249 - Other Professional Services	\$ 134,912.00	\$ 134,912.00	\$ 21,840.22	\$ 113,071.78	\$ 134,912.00	\$ -	
	51421 - Rents and Leases - Bldg/Land	\$ 30,000.00	\$ 30,000.00	\$ 3,600.00	\$ 26,400.00	\$ 30,000.00	\$ -	
	51801 - Other Services	\$ -	\$ -	\$ 7,529.41	\$ -	\$ 7,529.41	\$ 7,529.41	
	51803 - Other Contract Services	\$ 1,135,000.00	\$ 1,135,000.00	\$ 15,965.77	\$ 1,119,034.23	\$ 1,135,000.00	\$ -	
	51901 - Telecommunication Data Lines	\$ 1,860.00	\$ 1,860.00	\$ 114.72	\$ 1,745.28	\$ 1,860.00	\$ -	
	51902 - Telecommunication Usage	\$ 200.00	\$ 200.00	\$ 5.83	\$ 194.17	\$ 200.00	\$ -	
	51904 - ISD - Baseline Services	\$ 3,531.00	\$ 3,531.00	\$ 309.59	\$ 3,221.41	\$ 3,531.00	\$ -	
	51911 - Mail Services	\$ 50.00	\$ 50.00	\$ 3.70	\$ 46.30	\$ 50.00	\$ -	
	51915 - ISD - Reprographics Services	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	
	51916 - County Services Chgs	\$ 8,946.00	\$ 8,946.00	\$ -	\$ 5,359.00	\$ 5,359.00	\$ (3,587.00)	
	52091 - Memberships/Certifications	\$ 10,200.00	\$ 10,200.00	\$ 10,200.00	\$ -	\$ 10,200.00	\$ -	
	52111 - Office Supplies	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	
	52162 - Special Department Expense	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -	\$ (400.00)	
	57011 - Transfers Out - within a Fund	\$ 471,938.00	\$ 471,938.00	\$ -	\$ 471,938.00	\$ 471,938.00	\$ -	
	57015 - Transfers Out - All Others	\$ 454.00	\$ 454.00	\$ -	\$ -	\$ -	\$ (454.00)	
	Total 00005 All Expense/Expenditure Accts		\$ 2,083,416.00	\$ 2,083,416.00	\$ 66,432.88	\$ 2,020,354.67	\$ 2,086,787.55	\$ 3,371.55
	All Expense/Expenditure Accts		\$ 2,083,416.00	\$ 2,083,416.00	\$ 66,432.88	\$ 2,020,354.67	\$ 2,086,787.55	\$ 3,371.55
All Revenues		\$ 1,621,205.00	\$ 1,621,205.00	\$ 12,127.29	\$ 1,606,030.43	\$ 1,618,157.72	\$ (3,047.28)	
Net Cost		\$ 462,211.00	\$ 462,211.00	\$ 54,305.59	\$ 414,324.24	\$ 468,629.83	\$ 6,418.83	

Fiscal Year 15-16 Sonoma County Waste Management Agency Financial Report, First Quarter

Account Description		Budget		Actual	Estimated	Actual and	Over/Under
		Original	Final	Year to Date	Q2-Q4	Estimated	Budget
78105 - SCWMA - HHW Facility Reserve							
00004 - All Revenues							
	44002 - Interest on Pooled Cash	\$ 342.00	\$ 342.00	\$ -	\$ 342.00	\$ 342.00	\$ -
	44050 - Unrealized Gains and Losses	\$ -	\$ -	\$ (176.70)	\$ -	\$ (176.70)	\$ (176.70)
Total 00004 All Revenues		\$ 342.00	\$ 342.00	\$ (176.70)	\$ 342.00	\$ 165.30	\$ (176.70)
All Expense/Expenditure Accts							
All Revenues		\$ 342.00	\$ 342.00	\$ (176.70)	\$ 342.00	\$ 165.30	\$ (176.70)
Net Cost		\$ (342.00)	\$ (342.00)	\$ 176.70	\$ (342.00)	\$ (165.30)	\$ 176.70
78106 - SCWMA - HHW Operating Reserve							
00004 - All Revenues							
	44002 - Interest on Pooled Cash	\$ 5,858.00	\$ 5,858.00	\$ -	\$ 5,858.00	\$ 5,858.00	\$ -
	44050 - Unrealized Gains and Losses	\$ -	\$ -	\$ (2,664.58)	\$ -	\$ (2,664.58)	\$ (2,664.58)
	47101 - Transfers In - within a Fund	\$ 471,938.00	\$ 471,938.00	\$ -	\$ 471,938.00	\$ 471,938.00	\$ -
Total 00004 All Revenues		\$ 477,796.00	\$ 477,796.00	\$ (2,664.58)	\$ 477,796.00	\$ 475,131.42	\$ (2,664.58)
All Expense/Expenditure Accts							
All Revenues		\$ 477,796.00	\$ 477,796.00	\$ (2,664.58)	\$ 477,796.00	\$ 475,131.42	\$ (2,664.58)
Net Cost		\$ (477,796.00)	\$ (477,796.00)	\$ 2,664.58	\$ (477,796.00)	\$ (475,131.42)	\$ 2,664.58
Account Description		Budget		Actual	Estimated	Actual and	Over/Under
		Original	Final	Year to Date	Q2-Q4	Estimated	Budget
78107 - SCWMA - Education							
00004 - All Revenues							
	42358 - State Other Funding	\$ 135,000.00	\$ 135,000.00	\$ -	\$ 135,000.00	\$ 135,000.00	\$ -
	42601 - County of Sonoma	\$ 313,044.00	\$ 313,044.00	\$ -	\$ 313,044.00	\$ 313,044.00	\$ -
	44002 - Interest on Pooled Cash	\$ 595.00	\$ 595.00	\$ -	\$ 595.00	\$ 595.00	\$ -
	44050 - Unrealized Gains and Losses	\$ -	\$ -	\$ (1,474.63)	\$ -	\$ (1,474.63)	\$ (1,474.63)
	46029 - Donations/Contributions	\$ 25,535.00	\$ 25,535.00	\$ 2,839.95	\$ 22,695.05	\$ 25,535.00	\$ -
Total 00004 All Revenues		\$ 474,174.00	\$ 474,174.00	\$ 1,365.32	\$ 471,334.05	\$ 472,699.37	\$ (1,474.63)
00005 - All Expense/Expenditure Accts							
	51041 - Insurance - Liability	\$ 2,160.00	\$ 2,160.00	\$ 2,893.24	\$ -	\$ 2,893.24	\$ 733.24
	51201 - Administration Services	\$ 285,947.00	\$ 285,947.00	\$ -	\$ 275,000.00	\$ 275,000.00	\$ (10,947.00)
	51205 - Advertising/Marketing Svc	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -
	51206 - Accounting/Auditing Services	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -
	51207 - Client Accounting Services	\$ 2,147.00	\$ 2,147.00	\$ -	\$ 2,147.00	\$ 2,147.00	\$ -
	51211 - Legal Services	\$ 25,000.00	\$ 25,000.00	\$ 4,023.52	\$ 20,976.48	\$ 25,000.00	\$ -
	51225 - Training Services	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -
	51249 - Other Professional Services	\$ 49,774.00	\$ 49,774.00	\$ -	\$ 49,774.00	\$ 49,774.00	\$ -
	51401 - Rents and Leases - Equipment	\$ 3,000.00	\$ 3,000.00	\$ 653.49	\$ 2,346.51	\$ 3,000.00	\$ -
	51421 - Rents and Leases - Bldg/Land	\$ 8,025.00	\$ 8,025.00	\$ 600.00	\$ 7,425.00	\$ 8,025.00	\$ -
	51803 - Other Contract Services	\$ 38,014.00	\$ 38,014.00	\$ 1,072.64	\$ 36,941.36	\$ 38,014.00	\$ -
	51901 - Telecommunication Data Lines	\$ 1,000.00	\$ 1,000.00	\$ 191.20	\$ 808.80	\$ 1,000.00	\$ -
	51902 - Telecommunication Usage	\$ 25,000.00	\$ 25,000.00	\$ 59.26	\$ 24,940.74	\$ 25,000.00	\$ -
	51904 - ISD - Baseline Services	\$ 1,047.00	\$ 1,047.00	\$ 344.73	\$ 702.27	\$ 1,047.00	\$ -
	51906 - ISD - Supplemental Projects	\$ 1,800.00	\$ 1,800.00	\$ 370.00	\$ 1,430.00	\$ 1,800.00	\$ -
	51909 - Telecommunication Wireless Svc	\$ 1,000.00	\$ 1,000.00	\$ 143.07	\$ 856.93	\$ 1,000.00	\$ -
	51911 - Mail Services	\$ 3,000.00	\$ 3,000.00	\$ 89.73	\$ 2,910.27	\$ 3,000.00	\$ -
	51916 - County Services Chgs	\$ 3,578.00	\$ 3,578.00	\$ -	\$ 4,396.00	\$ 4,396.00	\$ 818.00
	51919 - EFS Charges	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -
	51922 - County Car Expense	\$ 3,720.00	\$ 3,720.00	\$ -	\$ 3,720.00	\$ 3,720.00	\$ -
	52091 - Memberships/Certifications	\$ 150.00	\$ 150.00	\$ 150.00		\$ 150.00	\$ -
	52111 - Office Supplies	\$ 21,630.00	\$ 21,630.00	\$ 3,210.34	\$ 18,419.66	\$ 21,630.00	\$ -
	52163 - Professional Development	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -
	57011 - Transfers Out - within a Fund	\$ 54,691.00	\$ 54,691.00	\$ -	\$ 54,691.00	\$ 54,691.00	\$ -
	57015 - Transfers Out - All Others	\$ 454.00	\$ 454.00	\$ -	\$ -	\$ -	\$ (454.00)
Total 00005 All Expense/Expenditure Accts		\$ 544,337.00	\$ 544,337.00	\$ 13,801.22	\$ 520,686.02	\$ 534,487.24	\$ (9,849.76)
All Expense/Expenditure Accts		\$ 544,337.00	\$ 544,337.00	\$ 13,801.22	\$ 520,686.02	\$ 534,487.24	\$ (9,849.76)
All Revenues		\$ 474,174.00	\$ 474,174.00	\$ 1,365.32	\$ 471,334.05	\$ 472,699.37	\$ (1,474.63)
Net Cost		\$ 70,163.00	\$ 70,163.00	\$ 12,435.90	\$ 49,351.97	\$ 61,787.87	\$ (8,375.13)

Fiscal Year 15-16 Sonoma County Waste Management Agency Financial Report, First Quarter

Account Description		Budget		Actual	Estimated	Actual and	Over/Under
		Original	Final	Year to Date	Q2-Q4	Estimated	Budget
78108 - SCWMA - Planning							
00004 - All Revenues							
42601 - County of Sonoma		\$ 40,134.00	\$ 40,134.00	\$ -	\$ 40,134.00	\$ 40,134.00	\$ -
44002 - Interest on Pooled Cash		\$ 278.00	\$ 278.00	\$ -	\$ 278.00	\$ 278.00	\$ -
44050 - Unrealized Gains and Losses		\$ -	\$ -	\$ (216.56)	\$ -	\$ (216.56)	\$ (216.56)
46029 - Donations/Contributions		\$ 3,274.00	\$ 3,274.00	\$ 356.91	\$ 2,917.09	\$ 3,274.00	\$ -
Total 00004 All Revenues		\$ 43,686.00	\$ 43,686.00	\$ 140.35	\$ 43,329.09	\$ 43,469.44	\$ (216.56)
00005 - All Expense/Expenditure Accts							
51041 - Insurance - Liability		\$ 1,320.00	\$ 1,320.00	\$ 1,136.63	\$ -	\$ 1,136.63	\$ (183.37)
51201 - Administration Services		\$ 31,351.00	\$ 31,351.00	\$ -	\$ 31,351.00	\$ 31,351.00	\$ -
51206 - Accounting/Auditing Services		\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
51207 - Client Accounting Services		\$ 1,312.00	\$ 1,312.00	\$ -	\$ 1,312.00	\$ 1,312.00	\$ -
51211 - Legal Services		\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
51904 - ISD - Baseline Services		\$ 3,531.00	\$ 3,531.00	\$ 309.59	\$ 3,221.41	\$ 3,531.00	\$ -
51916 - County Services Chgs		\$ 2,187.00	\$ 2,187.00	\$ -	\$ 1,457.00	\$ 1,457.00	\$ (730.00)
57011 - Transfers Out - within a Fund		\$ 53,011.00	\$ 53,011.00	\$ -	\$ 53,011.00	\$ 53,011.00	\$ -
57015 - Transfers Out - All Others		\$ 454.00	\$ 454.00	\$ -	\$ -	\$ -	\$ (454.00)
Total 00005 All Expense/Expenditure Accts		\$ 95,166.00	\$ 95,166.00	\$ 1,446.22	\$ 92,352.41	\$ 93,798.63	\$ (1,367.37)
All Expense/Expenditure Accts		\$ 95,166.00	\$ 95,166.00	\$ 1,446.22	\$ 92,352.41	\$ 93,798.63	\$ (1,367.37)
All Revenues		\$ 43,686.00	\$ 43,686.00	\$ 140.35	\$ 43,329.09	\$ 43,469.44	\$ (216.56)
Net Cost		\$ 51,480.00	\$ 51,480.00	\$ 1,305.87	\$ 49,023.32	\$ 50,329.19	\$ (1,150.81)
Account Description		Budget		Actual	Estimated	Actual and	Over/Under
		Original	Final	Year to Date	Q2-Q4	Estimated	Budget
78109 - SCWMA - Contingency Fund							
00004 - All Revenues							
44002 - Interest on Pooled Cash		\$ 973.00	\$ 973.00	\$ -	\$ 973.00	\$ 973.00	\$ -
44050 - Unrealized Gains and Losses		\$ -	\$ -	\$ (108.19)	\$ -	\$ (108.19)	\$ (108.19)
46029 - Donations/Contributions		\$ -	\$ -	\$ 410.65	\$ -	\$ 410.65	\$ 410.65
47101 - Transfers In - within a Fund		\$ 107,702.00	\$ 107,702.00	\$ -	\$ 107,702.00	\$ 107,702.00	\$ -
Total 00004 All Revenues		\$ 108,675.00	\$ 108,675.00	\$ 302.46	\$ 108,675.00	\$ 108,977.46	\$ 302.46
00005 - All Expense/Expenditure Accts							
51201 - Administration Services		\$ 64,504.00	\$ 64,504.00	\$ -	\$ 45,000.00	\$ 45,000.00	\$ (19,504.00)
51206 - Accounting/Auditing Services		\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -
51211 - Legal Services		\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -
51801 - Other Services		\$ -	\$ -	\$ 3,172.89	\$ -	\$ 3,172.89	\$ 3,172.89
51916 - County Services Chgs		\$ -	\$ -	\$ -	\$ 1,556.00	\$ 1,556.00	\$ 1,556.00
52111 - Office Supplies		\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -
Total 00005 All Expense/Expenditure Accts		\$ 78,004.00	\$ 78,004.00	\$ 3,172.89	\$ 60,056.00	\$ 63,228.89	\$ (14,775.11)
All Expense/Expenditure Accts		\$ 78,004.00	\$ 78,004.00	\$ 3,172.89	\$ 60,056.00	\$ 63,228.89	\$ (14,775.11)
All Revenues		\$ 108,675.00	\$ 108,675.00	\$ 302.46	\$ 108,675.00	\$ 108,977.46	\$ 302.46
Net Cost		\$ (30,671.00)	\$ (30,671.00)	\$ 2,870.43	\$ (48,619.00)	\$ (45,748.57)	\$ (15,077.57)

SCWMA FY 15-16 First Quarter Fund Balances		
Fund	Beginning Balance	Ending Balance
Wood Waste	\$ 110,626.46	\$ 93,440.60
Yard Debris	\$ 907,251.35	\$ (179,392.07)
Organics Reserve	\$ 2,442,137.99	\$ 1,966,470.54
HHW	\$ 1,094,793.76	\$ 1,040,488.17
HHW Closure Reserve	\$ 69,138.91	\$ 68,962.21
HHW Operating Reserve	\$ 1,182,845.96	\$ 1,180,181.38
Education	\$ 280,760.03	\$ 268,324.13
Planning	\$ 70,051.66	\$ 68,745.79
Contingency Reserve	\$ 217,131.50	\$ 214,261.07



Agenda Item #: **6.3**
Cost Center: **HHW**
Staff Contact: **Steinman**
Agenda Date: **11/18/2015**

ITEM: **Agreement for E-waste Handling Services**

I. BACKGROUND

The Agency assumes management responsibilities for electronic waste (E-waste), as E-waste is a household hazardous waste. E-waste is currently collected at the Central Disposal Site and at all the County Transfer Stations (Annapolis, Healdsburg, Guerneville and Sonoma). The E-waste is transported from the transfer stations and consolidated at the Central Disposal Site for packing and loading through an E-waste Handling Services contract between the Agency and a reuse and recycling contractor, West Coast Metals (sub contractor for Republic Services Inc.). This contract is in effect through February 2017. The Agency has a separate contract with an E-waste recycler (ECS Refining) for transportation and recycling of the E-waste collected at the Central Disposal Site.

II. DISCUSSION

On October 16, 2015, West Coast Metals sent e-mail notification to Agency staff stating that West Coast Metals' reuse and recycling contract with Republic Services is not being renewed and will end on December 31, 2015. Staff recommends sending West Coast Metals a Notice of Termination acknowledging their request for termination.

Republic Services, Inc. has entered into an Agreement with The Ratto Group of Companies, Inc. (Ratto) for the services currently performed by West Coast Metals at the Sonoma County Transfer Stations, including the handling of E-waste. Republic Services requested Agency staff to speak with Ratto to discuss continuation of this contract.

Agency staff met with a Ratto representative to discuss continuation of these services. The Ratto representative has stated that they will enter into a contract with the Agency for these services. There have been no requested changes to the contract from Ratto.

III. FUNDING IMPACT

There is no expected funding impact to the Agency to terminate the current Agreement with West Coast Metals and to enter into a new Agreement with Ratto.

The Agency paid West Coast Metals \$55,301.50 for E-waste management services in fiscal year 14/15. E-waste revenue from the Agency's contract with the E-waste Recycler, ECS Refining, for E-waste Transportation and Recycling is currently used to cover these costs.

All terms and conditions are to remain the same in the Agreement with Ratto as in the current Agreement.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board 1) authorize the Interim Executive Director to send a notice of termination to West Coast Metals regarding the agreement between the Agency and West Coast Metals and 2) Adopt a Resolution to approve the Agreement with The Ratto Group of Companies, Inc. for E-waste Handling Services at Sonoma County Disposal Sites, and 3) authorize the Chair to execute the Agreement on behalf of the Agency.

V. ATTACHMENTS

1. Agreement with The Ratto Group of Companies, Inc. for Electronic Waste Handling Services at Sonoma County Disposal Sites & Exhibit A Scope of Work
2. The Ratto Group of Companies, Inc. Resolution

Approved by: _____
Patrick Carter, Interim Executive Director, SCWMA

Agreement for E-Waste Handling Services at Sonoma County Disposal Sites

This agreement ("Agreement"), dated as of _____, 2015 ("Effective Date") is by and between the Sonoma County Waste Management Agency (hereinafter "Agency") and The Ratto Group of Companies, Inc. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in the handling and transport of e-waste and related services; and

WHEREAS, in the judgment of the Agency it is necessary and desirable to enter into this Agreement to have Contractor support the Agency's electronic waste (e-waste) recycling services at the Central Disposal Site, and the Healdsburg, Annapolis, Guerneville and Sonoma Transfer Stations, collectively referred to as the Sonoma County Disposal Sites.

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

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit A – Scope of Work, attached hereto and incorporated herein by this reference. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Changes to Scope of Work. Modifications and changes to Exhibit A require prior written approval of the Executive Director or his designee.

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

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

1.5 Assigned Personnel.

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

2. Compensation. Contractor shall be compensated the following for e-waste loaded on trucks for shipment to an e-waste recycler: Three Dollars (\$3.00) per unit for TV's and computer monitors and laptop computers; Seventy Dollars (\$70.00) per Gaylord for broken TV's, computer monitors and laptop computers; Twenty-Nine Dollars (\$29.00) per shipping basket for CPU's and other electronics transported from the transfer stations; Eighteen Dollars (\$18.00) per shipping basket for CPU's and other electronics collected at CDS; and Twenty-Nine Dollars (\$29.00) per pallet for copiers from any site. Payment shall be made to the Contractor by the Sonoma County Waste Management Agency.

3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on February 11, 2017, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

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

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

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

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

- a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.

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

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

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

6.4 Pollution Liability Insurance. One million dollars (\$1,000,000) each occurrence/ Two million dollars (\$2,000,000) policy aggregate, inclusive of legal defense costs.

6.5 Documentation. The following documentation shall be submitted to the Agency:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the Agency for the duration of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. Upon Agency's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of Agency's request.

6.6 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. Agency, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and without further notice to Contractor, Agency may deduct from sums due to Contractor any premium costs advanced by Agency for such insurance. These remedies shall be in addition to any other remedies available to Agency.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not increase or decrease the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Agency's Executive Director in a form approved by Agency Counsel. All other extra or changed work must be authorized in writing by the Agency Board of Directors.

9. Representations of Contractor.

9.1 Standard of Care. Agency has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver or release.

9.1.1 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided pursuant to Section 10 of Exhibit A that was not initiated by Contractor.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold Agency harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case Agency is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish Agency with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, and shall make such documents and records available to Agency for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial

conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor. In addition, if requested to do so by Agency, Contractor shall complete and file and shall require any other person doing work under Contractor and this Agreement to complete and file a "Statement of Economic Interest" with Agency disclosing Contractor's or such other person's financial interests.

9.6 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

- 9.8 Assignment Of Rights. Contractor assigns to Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to Agency in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Agency. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Agency.

9.9 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Agency. Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to Agency all such documents which have not already been provided to Agency in such form or format as Agency deems appropriate. Such documents shall be and will remain the property of Agency without restriction or limitation. Contractor may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Agency.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with

respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

Agency: Sonoma County Waste Management Agency
Attention: Lisa Steinman
2300 County Center Drive, Suite 100 B
Santa Rosa, CA 95403
Phone: (707) 565-3632
FAX: (707) 565-3701

Contractor: The Ratto Group of Companies, Inc.
Phyllis Hand
P.O. Box 3909
Santa Rosa, CA 95402
Phone: (707) 586-8261
Fax: (707) 586-1930

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR: THE RATTO GROUP OF COMPANIES, INC.

By: _____

Name: _____

Title: _____

APPROVED AS TO SUBSTANCE BY
AND CERTIFICATES OF INSURANCE
ON FILE WITH:

By: _____
Interim Executive Director, SCWMA

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

Exhibit A
Scope of Work for
Electronic Waste Handling Services
at Sonoma County Disposal Sites

Agency and Contractor agree to the following terms and conditions regarding the tasks to be performed for Electronic Waste handling at Sonoma County Disposal Sites.

Electronic Waste (E-waste) Collection Responsibilities

1. Contractor shall accept E-waste from the public delivered to Sonoma County Disposal Sites. Contractor shall screen all incoming E-waste to assure it was generated within the State of California.
2. Contractor shall palletize or containerize, shrink wrap, and consolidate E-waste from transfer stations (Healdsburg, Annapolis, Guerneville and Sonoma) to Central Disposal Site and load E-waste on trucks for shipment to an e-waste recycler. E-waste includes any product with a circuit board including televisions, computer monitors, flat screen computer monitors, and laptop computers. The definition of what qualifies as E-waste may be changed by the Agency during the term of the Agreement. Contractor shall transport E-waste from transfer Stations to Central Disposal Site Reuse Center for consolidation prior to final shipment.
3. Contractor shall palletize and shrink wrap E-waste on a regular basis to assure that E-waste piles do not disrupt other functions at the disposal sites. Palletized E-waste is to be stored in the Recycling Centers, not on the tipping floor or surrounding areas. Contractor shall use its best efforts to palletize the E-waste separately into the following categories:
 1. CRT Devices- Monitors and Televisions
 2. RPTG- Rear Projection TV's
 3. Flat Screen Devices- Laptops/LCD, LED. Plasma
 4. Computer Towers
 5. UWED MIX ELECTONIC- fax, copy, keyboard, mouse, etc. &
 6. UWED MIX ELECTRICAL- Household –hair dryer, blender, vacuum, etc.
4. For Central Processing Units (CPU) and other electronic devices, Contractor shall distribute shipping baskets provided by Agency to transfer stations. Contractor shall assure that shipping baskets are provided and arranged clearly under signs to encourage proper segregation of CPUs in separate shipping baskets from other mixed electronics. Contractor shall transport shipping baskets of CPUs and other electronics from transfer stations to the Central Disposal Site, where shipping baskets from the transfer stations and Central Disposal Site will be loaded on trucks for shipment to an E-waste recycler. The shipping baskets will be returned by the E-waste recycler, and Contractor shall

redistribute the shipping baskets to transfer stations. Contractor shall notify Agency immediately should any shipping baskets fail to be returned from E-waste recycler.

5. Contractor shall make every attempt to use recovered pallets; however, Contractor shall respect Agency's transport and recycling vendor's wishes with respect to pallet size and sturdiness.

6. Contractor shall maximize the amount of material on each pallet with appropriate considerations to safety.

7. Contractor shall make every effort to assure that E-waste remains unbroken. Should a Cathode Ray Tube be inadvertently broken, Contractor is to immediately sweep up the glass and treat the glass as universal waste. Broken E-waste shall not be disposed of as garbage. Broken E-waste is to be shipped in Gaylord boxes, not palletized.

8. Contractor shall coordinate with Agency's transport and recycling vendor to arrange for pickups and load trucks for shipment.

9. Contractor shall provide appropriate shipping documentation to Agency's transport and recycling vendor. Contractor is to use appropriate shipping documentation between disposal sites. Copies of Bills of Lading shall be provided to Agency's transport and recycling vendor.

Appropriate shipping documents shall include a minimum of:

- a. Date of shipment
- b. Site shipping from
- c. Site shipping to
- d. Number of pallets shipped
- e. Number of units shipped

10. Contractor shall include an original of each shipping document with submittal of the monthly reports to the Agency's contract manager. Payment will be withheld until documentation is provided.

11. Contractor shall fax shipping papers to Agency's contract manager within 24 hours of a shipment.

12. Contractor shall provide all necessary equipment for employees to perform their duties in a responsible and safe manner.

RESOLUTION NO.: 2015-

DATED: November 18, 2015

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY")
AUTHORIZING AN AGREEMENT WITH THE RATTO GROUP OF COMPANIES INC. ("CONTRACTOR")
FOR ELECTRONIC WASTE HANDLING SERVICES AT SONOMA COUNTY DISPOSAL SITES

WHEREAS, Contractor represents that it is duly qualified and experienced in the handling and transport of electronic waste (e-waste) and related services; and

WHEREAS, in the judgment of the Agency it is necessary and desirable to enter into an Agreement with the Contractor to have the Contractor support the Agency's e-waste recycling services at the Central Disposal Site, and the Healdsburg, Annapolis, Guerneville and Sonoma Transfer Stations, collectively referred to as the Sonoma County Disposal Sites.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency hereby authorizes the Agency Chairman of the Board to execute an Agreement with The Ratto Group of Companies, Inc. for Electronic Waste Handling Services at Sonoma County Disposal Sites, in substantially the form attached hereto.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: November 18, 2015

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



Agenda Item #: **7**
 Cost Center: **Education**
 Staff Contact: **Chilcott**
 Agenda Date: **11/18/2015**

ITEM: **How-to Compost Video Project**

I. BACKGROUND

On October 21, 2015 Board meeting, Agency staff presented four composting/worm composting proposals for the Board's consideration. Board members voted unanimously to conduct three of four projects: small-scale farm and landscape composting workshop, schools worm composting project and composting/worm workshop series. The fourth project, a composting/worm composting video series did not receive unanimous Board support. In lieu of eliminating the project, the Board requested a lower cost how-to-compost video project be brought back for the Board's consideration at the November Agency meeting.

II. DISCUSSION

To address Board comments, Agency staff researched composting videos produced by other jurisdictions/groups and asked the proposed contractor, University of California Sonoma County (UCCE SC), to assist with cost reduction strategies. As a reminder, see the original video project budget detail below:

Video production for how-to compost (English and Spanish)		Overall budget: \$44,306
Task 1 Personnel		
Payroll/Contractor UCCE SC		\$10,476
Task 2 Professional videographer		
Professional videographer/Contractor UCCE SC		\$20,000
Professional videographer to provide production on 10 Spanish version videos/ Contractor UCCE SC		\$5,000
Spanish translation of video scripts/ Contractor C2 Alternative Services		\$1,225
Talent for voice over including reporting and administration/ Contractor C2 Alternative		\$640
Travel expenses/ Contractor UCCE SC		\$500
Task 3 Supplies		
Supplies related to video productions/ Contractor UCCE SC		\$1,000
Task 4 Publicity and outreach		
English social media advertising Initial social marketing set-up fees/ Monthly management for 4 months/ Social media advertising and boosting expenses/ Contractor S2 Advertising		\$4,025
Spanish language social media and other outreach to promote video, including administration and reporting/ Contractor C2 Alternative		\$1,440
Total Agency expense		\$44,306

As the professional videographer is the majority of the budget expense, additional bids were collected using the original project criteria of 10 videos at 1-2 minutes each. Note that the original project cost was generated on the assumption that videos would be produced by Avery Media:

Professional video production bids (English version only)	
Name of professional media company	Bid
Culture Pop Films *Note some items not included (script, licensing music, etc.)	\$19,460
Avery Media	\$20,000
Sonoma Film Works	\$29,750-\$35,575

Staff recognizes that there are a number of composting videos already produced by other jurisdictions. While the how-to composting content is applicable to any region, the videos feature regional hosts, show regional statistics and explain regional public resources. Good English version examples include:

- Alameda County Waste Management Authority StopWaste videos
<http://www.stopwaste.org/preventing-waste/residents/videos/compost>
- LA County Public Works Department Instructional Videos
<http://dpw.lacounty.gov/epd/sg/videos.cfm>
- UCCE Master Gardeners of Orange County video series
<http://uccemg.com/Soils-Fertilizers-Compost/Composting-Video-Series-386/>

After contemplating various permutations to the original proposal, staff recommends the Board consider these options:

Option 1: Approve the video project as originally written. **Cost: \$44,306**

Option 2: Promote existing composting and worm videos using existing Agency social media platforms. **Cost: Agency staff time only**

In addition, a dedicated instructional video compilation web page could be added to the Agency's www.recyclenow.org website.

While Agency staff believes there is value to creating new, Sonoma County-specific content, the bids received will not significantly lower the project budget. As such, does not believe there will be a unanimous vote to approve option 1. If a unanimous vote for option 1 is not achieved, staff recommends approval of option 2.

III. FUNDING IMPACT

The SCWMA FY 15-16 Budget, adopted by the Agency Board on May 21, 2015, did not allocate staff time or contractor funding specific to implement Do-it-Yourself Composting Education Outreach.

Approval of option 1 would require a unanimous vote as a budget adjustment would be necessary to accommodate these additional costs.

Approval of option 2 does not require a unanimous vote, only board direction to staff.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

If option 1 is desired, a budget adjustment would be required to appropriate additional funds, so a unanimous vote is required.

V. ATTACHMENTS

Video bids

Resolution

Approved by: _____

Patrick Carter, Interim Executive Director, SCWMA

From: Matt Fabiano [<mailto:matt@culturepopfilms.com>]
Sent: Monday, November 02, 2015 1:26 PM
To: Mimi Enright <Mimi.Enright@sonoma-county.org>
Subject: Culture Pop - Compost Film Sample Budget

Hi Mimi,

I hope you had a great weekend!

I have drafted the attached budget proposal outlining the scope of work for 1 of the 10 composting videos. In summary, to prep, shoot and edit 1 video, the cost would be \$1946. That would be a for a 1-2 minute fully edited piece, including intro and outro graphics.

There are a few details that are not currently built into the attached budget — script (which we can help with if need be), licensing music track(s) to accompany the series (if desired), and the possibility of hiring an actor to be the on-screen presenter of the information (something we can talk through the pros/cons of) — but this should give you a good jumping off point in order to build out an estimate for the Sonoma County Waste Management Agency.

Please let me know if you have any questions that I can help with or if you need more detail in the budget.

Thanks!
Matt

Matthew Fabiano *Writer/Producer*
CULTURE POP FILMS
MEDIA FOR THE MASSES
[Web](#) [Facebook](#) [Twitter](#)



1845 Sandstone Drive
Petaluma, CA 94954
707.486.8009

June 19, 2015

Paul Vossen
2101 Alejandro Drive
Santa Rosa, CA 95405
(707) 477-4771

Dear Paul,

Thank you for the opportunity to present this proposal to you.

This proposal outlines the videotaping/shooting, editing and mastering of ten (10) video segments on composting for the Sonoma County Waste Management Agency. See page four for pricing.

OBJECTIVE

Avery Media will videotape, produce and edit footage to create ten (10) videos on composting for the Sonoma County Waste Management Agency.

The videos will be created for web files only. Packaged DVDs of the videos is not included in this proposal. The HD files of the created videos will be provided in the form of a 1080, .MOV file (QuickTime, H-264) for uploading on websites or other social websites.

SCOPE OF SERVICES

1. Procedures
 - a. Work closely with Paul Vossen in organizing data to be presented, and overall content of the video and material to be videotaped.
 - b. Footage to be taped on location at addresses provided by you.
 - c. Provide (may include rental or outsourcing) all video equipment in the acquisition of video pictures to the final postproduction editing (Final Cut Pro Studio 2). Sample equipment will be as follows: Sony HDR AX 2000 and/or Panasonic AG-HMC40, 1080i 60-HD, memory card reader cameras; field lighting kit; sound kit (microphones, cables, connectors, etc.), editing with Final Cut Pro Studio 2 suite, and, if needed, a DVD master for presentation playback, on printable, inkjet, DVD with white paper sleeve.
 - d. Encode (AVCHD) all footage to non-linear Final Cut Pro Studio 2 editing suite and create project.
 - e. Produce, videotape and edit ten (10) videos on composting for Sonoma County Waste Management Agency. The running time/length of each video will vary however a target range is one to two minutes.

- f. The HD .MOV (QuickTime) video files videos will be delivered either via Drop Box or transferred to a hard drive provided by you (no DVDs required).
 - g. Music licensing rights obtained through Avery Media.
 - h. Any voice talent, or on-camera talent fees will be obtained through Avery Media and are included in this project fee.
 - i. Video reviews can be offered on-line.
2. Product
- a. Video to be captured with video cameras provided by Avery Media in HD 1080p (high definition), recorded in camera via a memory card (tapeless), AVCHD, and then transferred/encoded in digital form to a Final Cut Pro Studio 2 non-linear editing suite.
 - b. The HD raw video footage (MOV files) including all interviews will be transferred to you via a portable hard drive. You will be required to provide a hard drive of at least 700+ GB capacity for copies of the HD raw footage and final products.
 - c. Ten (10) HD 1080, MOV, H-264, separate videos on composting for Sonoma County Waste Management Agency. The running time/length of each video will vary however a target range is one to two minutes.
 - d. All videos files will be either uploaded online (Drop Box) or placed on a hard drive provided by you. If delivered via DVD, the cover will have basic inkjet labeling (excluding final art design) and will be delivered in a white paper sleeve.
 - e. DVD creation with artwork, graphic design or duplications is not a part of this proposal.

YOUR RESPONSIBILITIES

This project requires involvement with Paul Vossen. To help achieve the best video presentation for each topic, it will be your responsibility to perform the following:

- 1. Assist with the coordination of scheduling all taping sessions with Avery Media.
- 2. If needed, a representative is requested at all tapings.
- 3. Provide an outline of questions to be addressed at each videotaping session where interviews are needed.
- 4. All on-camera talent will provide their own wardrobe and if necessary, provide their own make-up. Wardrobe choice -solid colors preferred. Avoid stripes.
- 5. Provide all scripting and/or production ideas.
- 6. Obtain all on-camera releases (a template can be provided to you).
- 7. Provide a 700 GB+ hard drive to Avery Media (to be returned to you) for the transfer of the material to you for your copies.
- 8. Provide all logos, still images, photos, drawings and graphics in digital form (largest file size available at least 1MB, PSD, JPEG or the like).

9. Approve and “proof” all video cuts and accuracy of material being presented.

BENEFITS

When this video project is complete, Paul Vossen and Sonoma County Waste Management Agency will have 10 videos featuring composting. These videos will be encoded to 1080, in MOV, H-264, video files that can be placed on web sites or social media sites such as Facebook or You Tube.

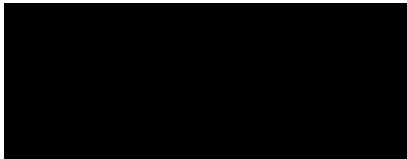
INCIDENTAL COSTS AND PROFESSIONAL FEES

The fee estimate is a flat fee and inclusive of all charges including multiple cameras, licensed music, talent, equipment and camera operators. Total project cost is stated on page four. Costs will be invoiced at the end of each month or as client specifies. An accounts payable address will be requested from you. All payments are due upon receipt of invoice. Fees will be effective upon agreement of this proposal.

If you, Paul Vossen or anyone including a designated representative of Sonoma County Waste Management Agency expands this project beyond what is covered in this proposal, increasing hours towards this project/proposal, whether in verbal or written consent, including but not limited to video shooting and increased editing or producing, those costs would be in addition to what is stated in this proposal and billed at costs relative to those services. Avery Media hourly rates: Videography - \$600 half day minimum, then \$150 per hour after four (4) hours; video editing - \$75 per hour. It is Avery Media’s intent to keep all services stated in this proposal within the budget presented on page four.

CLOSING

Thank you again for your consideration in partnering on this video production.



June 19, 2015

Page 4



June 19, 2015

TO: Paul Vossen / Sonoma County Waste Management Agency

Create ten (10) videos on composting for Sonoma County Waste Management Agency. The running time/length of each video will vary however a target range is one to two minutes.

- Shoot/videotape all material needed on location.
- Produce and edit ten (10) videos as defined in this proposal, length/running time to be approximately one to two minutes.
- Ten (10) HD 1080, MOV, H-264, separate video files.
- All videos files will be either uploaded online (Drop Box) or placed on a hard drive provided by you. If delivered via DVD, the cover will have basic inkjet labeling (excluding final art design) and will be delivered in a white paper sleeve.

Avery Media	Rate	Increment	Total
Project Fee / Ten (10), Composting Videos for Sonoma County Waste Management Agency	\$20,000	Inclusive	\$20,000
TOTAL			\$ 20,000

I agree to the pricing estimate and terms of this proposal:

SIGNATURE_____

TITLE _____

DATE _____



Sonoma Film Works
george@sonomafilmworks.com

Sonoma County Master Gardeners & Community Food Systems

Compost Videos

Presented by George Dondero

November 3, 2015

george@sonomafilmworks.com

Proposal:

Create a series of one- to two-minute “How To” videos in English and Spanish. Videos will be a variety of composting and vermicomposting topics. All videos will include a mix of animated copy, graphics, live action and still photos, and voice over (VO).

Estimates:

Composting and Vermicomposting Videos – per video estimate:

Pre-Production:

Shot listing or storyboards, organizing of filming day and VO recording

\$275.00

Shooting:

Half to One full-day shoot

\$600.00 - \$1,200.00

Post-Production:

4 hours to animate onscreen copy. 14 hours of editing. 3 hours of sound and music mixing.

\$2,100.00

Total per video: \$2,975 - \$3,575

Grand Total – Ten Videos: \$29,750.00 to \$35,575.00

**George Dondero
472 Emily Rose Circle
Windsor, CA 95492
(707) 254-5095**

DATED: November 18, 2015

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE UNIVERSITY OF CALIFORNIA COOPERATIVE
EXTENSION SONOMA COUNTY, C2 ALTERNATIVE SERVICES AND S2 ADVERTISING TO CONDUCT HOME
COMPOSTING & WORM COMPOSTING VIDEO PRODUCTION, ENGLISH AND SPANISH VERSIONS

WHEREAS, the closure of the Sonoma County Waste Management Agency's (Agency) composting facility at the Central Disposal Site occurred on October 15, 2015; and

WHEREAS, the closure of the Agency's compost facility will result in less finished compost and mulch products available for purchase in Sonoma County; and

WHEREAS, educating individuals and businesses with regard to creating their own composts and mulches will help alleviate some of the finished product shortages and promote resiliency within the community; and

WHEREAS, the Agency Board of Directors determines it is necessary to enter into agreements with the University of California Cooperative Extension Sonoma County, C2 Alternative Services and S2 Advertising to conduct home composting & worm composting video production, English and Spanish versions.

NOW THEREFORE, BE IT RESOLVED the Sonoma County Waste Management Agency Board of Directors authorizes the execution of agreements with University of California Cooperative Extension, C2 Alternative Services and S2 Advertising.

BE IT FURTHER RESOLVED that Agency staff is directed to amend the Agency's FY 2015-16 Budget in the amount of \$44,306, in Business Unit SC002, Fund 78103, Department 66110300, Account 51803 to account for the additional expenditure this program will require, and submit the amendment to the County of Sonoma Auditor Controller Treasurer Tax Collector's office for processing.

MEMBERS:

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

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

SO ORDERED.

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

ATTEST:

DATE:

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



Agenda Item #: **8**
Cost Center: **All**
Staff Contact: **Carter**
Agenda Date: **11/18/2015**

ITEM: SCWMA Future Update

I. BACKGROUND

The Board has discussed the issue of the Sonoma County Waste Management Agency's Joint Powers Authority agreement renewal or replacement on many occasions since the April 18, 2012 Agency meeting. A summary document of that background is included as an attachment to this staff report.

II. DISCUSSION

At the October 21, 2015 Agency meeting, the Board instructed staff to add detail to the decision matrix, specifically looking at the two scenarios of (1) JPA (Joint Powers Authority) renewal or creation of a new JPA with an independent Board of Directors similar to the existing, and (2) a JPA affiliated with the Regional Climate Protection Authority (RCPA). The Board also requested that staff provide information about a scenario in which the JPA is terminated so members would be informed of the additional responsibilities required. The matrix describing the three scenarios for the future of SCWMA programs was updated and is included in this agenda packet.

The two options where Agency programs continue on a regional basis require the renewal of or creation of a new JPA. The JPA agreement would establish the make-up of the Board of Directors, the membership and voting structure of that Board, and the powers and responsibilities of that agency. The current JPA agreement expires February 2017, so the Agency would need to be extended, which can happen on a year-to-year basis if all members are in agreement, renewed or replaced by a new JPA agreement before that time.

Staff has also summarized the original matrix responses by Agency member Councils and Board; that summary is also included in this packet. As can be seen in the attached summary of previous matrix responses, all members were interested in participating in regional programs for household hazardous waste (HHW), education, and planning and reporting. There was near unanimous support for a regional composting program. The Agency could continue to operate both regional programs in Option 1 or assign those programs to other entities, and while the same is true for Option 2, RCPA staff has made their preferences clear that they do not wish to operate the composting and HHW programs.

Regional Composting and HHW Programs

Both the future composting facility and the existing HHW collection facility are located on County-owned and Republic-operated land. The future compost program will be a large, capital-intensive program, which Agency staff or RCPA staff would be able to manage, likely with the assistance of independent contractors. However, County and Republic staff manage large capital projects with much greater frequency than Agency or RCPA staff.

Regulatory issues are only growing in complexity related to solid and hazardous waste operations. One of the major goals accomplished through the Master Operations Agreement between the County and Republic was the assumption of liability by Republic; however liability was carved out of that agreement for the Agency's composting and HHW, and the Agency has assumed liability for the surface conditions related to those operations. Having Agency-operated facilities on the Central Disposal Site complicates the liability issue, and adds another layer of administration on the site, so Agency staff understands the rationale of the argument to remove the Agency and have the liability rest with one organization.

As all Agency members have had an impact on making the compost and HHW programs successful, it is also understandable that some members would wish to continue to influence those programs, either directly through retaining control over those programs in a future JPA or by having some other form of oversight, if those programs are assigned to the County and Republic.

These two programs comprise a significant portion of the items brought before the Agency Board, both in quantity and duration of discussion at the Board. Staff feels that if the Agency members can come to a consensus on who operates these programs, the decision of who operates the educations, planning, reporting, and solid waste policymaking programs will be less complex.

SCWMA Model

If the member agencies agreed, the SCWMA model could continue with the current membership, voting structure, and program responsibilities, or those attributes could be altered by unanimous approval of participating members. While there was not unanimous approval in the first round of feedback from Agency members as to what a renewed or new SCWMA would be responsible for and what the governance structure would be, one of the major benefits of the SCWMA is its potential for flexibility. The SCWMA is solely focused on issues related to solid and hazardous waste management and can be molded into whatever form to which its members can all agree.

The Agency does not control the land on which the future compost site is located, nor does it own the land on which the HHW operation is located; some have questioned whether it would be more efficient to make those two operations the responsibility of the County and Republic, which have more staff and specialized staff to adapt quickly to the changing regulatory landscape in solid waste. Staff and the Board have devoted a significant amount of time to composting issues in the past several years, so staff believes the agenda packets would be smaller and the Board of Director meetings would be shorter, and perhaps less frequent, in a scenario in which the Agency no longer is responsible for composting and HHW operations.

RCPA Model

The RCPA is an organization established in 2009 to improve coordination on climate change issues and establish a clearinghouse for efforts to reduce greenhouse gas emissions. The RCPA is made up of the same Board of Directors as the Sonoma County Transportation Authority (established in 1990). The Board of Directors of the RCPA includes three County Supervisors and nine council members (one from each incorporated city), and there is no unanimous vote requirement; the only item requiring more than a majority vote is the adoption of an annual budget (2/3 vote). While there is a direct nexus between Agency solid waste education, outreach, and policy programs and the Regional Agency's planning and reporting programs could be assigned to the

RCPA in a JPA agreement, RCPA staff has indicated a preference to not operate the composting and HHW programs. A major benefit of transferring Agency programs to the RCPA would be to consolidate from two Board of Directors (SCWMA and RCPA), to one (RCPA).

The RCPA has less flexibility to change the issues of membership and Board composition than the Agency. The membership of the RCPA Board is required to be elected officials, and this cannot be altered except by amendment of state statute that relates to all California transportation authorities. The composition of the Board (three County Supervisors and nine council members) was established by an ordinance of the Board of Supervisors and approved by resolutions from all members, and, presumably it would require all members to agree on a change to that structure. It is possible to have a Board of Directors for the JPA that is different from the RCPA Board, but there would be an added level of complexity to have two Boards giving direction to RCPA staff, and reduces the benefit of consolidating two Boards into one.

There have been concerns raised previously about the RCPA Board's ability to absorb Agency programs and what effect that would have on the length of RCPA Board meetings. If this option is selected, and if composting and HHW programs are assigned elsewhere, staff believes the educational, outreach, planning, reporting, and policy issues will not significantly extend RCPA meeting durations, but additional programs would add to the meeting agendas on the months it is necessary to discuss those programs.

A realistic implementation of this option would be as follows: the compost and household hazardous waste operations are assigned to the County, and the education, planning, reporting, and solid waste policymaking functions are assigned to the RCPA. The Board of Directors of the RCPA would be the board for the JPA (all elected officials and current number of representatives), and the voting requirements are the RCPA's voting requirements (2/3 for the annual budget, majority vote for all other issues). Some parameters listed above could be changed in the JPA agreement, but to do so involves added complexity and/or reduces the benefit of consolidating boards.

Lists of Benefits

The differences between the two options are rather subtle. To summarize the matrix very briefly, the SCWMA model has the ability to be more flexible and the RCPA model has the potential to be more efficient and solve some liability issues.

Benefits of SCWMA Model over RCPA Model:

- Greater flexibility for Board membership (number of representatives and member choice of staff or elected officials)
- Greater flexibility of voting requirements (veto ability through unanimous vote)
- Ability to retain operational control over composting and HHW programs

Benefits of RCPA Model over SCWMA Model:

- Efficiency due to consolidation of two organizations into one (Board members, office space, websites, and staff time and resources to prepare agenda packets for separate Boards)
- Potential for small cost savings through elimination of SCWMA Executive Director position

- Assigning compost and HHW to the County simplifies the solid waste liability issues at the Central Disposal Site

Next Steps

If the Agency Board believes the attached matrix and summary of previous matrix responses provide enough information, staff recommends returning to member agencies to provide feedback on their preference. Since the major change from the previous matrix discussion with Agency members is the addition of the RCPA option, staff believes the main point of discussion with Agency members should be to discuss the realistic implementation of the RCPA option above and poll members as to whether that option is acceptable. If a significant number of responses are negative, staff believes the focus should be on what parameters the membership would want included in a renewed or new SCWMA.

Additionally, to allow for more time to resolve existing litigation and to have enough time to decide the future of the Agency programs, staff recommends Agency members schedule a discussion to extend the current Agency for one year, as allowed by the current JPA agreement. For the JPA to be extended for an additional year, all members agencies would have to affirmatively vote by resolution. It would be helpful to have responses from all members by February 2016.

III. FUNDING IMPACT

There are no funding impacts as a result of this agenda item.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends 1) direct staff to solicit feedback from Agency members regarding their preferences on the future of Agency programs and 2) request that Agency members consider extending the Agency for one additional year by February 2016.

V. ATTACHMENTS

JPA Renewal Background
Matrix
Summary of Previous Matrix Responses

Approved by: _____
Patrick Carter, Interim Executive Director, SCWMA

JPA Renewal Background

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

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

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

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

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

The First Amendment to the Agreement occurred in January 1996. This Amendment added a new Section 27 to the Agreement which established the Agency as a "Regional Agency" pursuant to Public Resources Code Section 40970 et seq., to act on behalf of its members to perform the

necessary solid waste planning and reporting functions. Thus regional solid waste planning and reporting responsibilities were added to the list of agency functions.

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

JPA renewal was discussed at the April 18, 2012 Agency meeting and was continued to be discussed over the course of the following months. Amended and restated Joint Powers Authority agreements were drafted and revised. These renewal discussions culminated in a facilitated discussion among Board members at a December 18, 2013 Strategic Planning Session of the Agency. Recognizing all the issues could not be resolved in a single session, a subsequent strategic planning sessions was planned for after additional research was performed.

Concurrent with these discussions, this Board examined and took action that resulted in the passage of a countywide carryout bag ordinance (with Santa Rosa opting out to enforce an identical ordinance within its own borders). The Agency's member jurisdictions adopted a Second Amendment to the JPA Agreement in advance of the ordinance's introduction on January 15, 2014. The Second Amendment explicitly stated the Agency had the authority to adopt ordinances which would be effective countywide and that Agency members reserved the right to opt out of non-core programs such as the carryout bag ordinance.

At the February 19, 2014 Agency meeting, the Board entered into an agreement with R3 Consulting Group to examine Agency programs and service delivery options for its members. R3's analysis was completed and presented to the Board at the May 21, 2014 Agency meeting and was a subject of further discussion at the June 23, 2014 Strategic Planning Session. As a result of feedback received at the June 23, 2014 Strategic Planning Session, the Third Amendment to the JPA was included as an attachment at the July 16, 2014 Agenda Packet and presented to the Board at the November 19, 2014 Agency meeting.

A White Paper about the Agency functions was developed and distributed to Agency members on March 10, 2015. At the March 18, 2015 Agency meeting, the Board directed staff to present a matrix of questions to Agency members to consider and give feedback about. By June 23, 2015, all members had considered the matrix questions. When the County considered the matrix at its June 23, 2015 Board of Supervisors meeting, County staff introduced an idea for consolidating Agency functions under another government entity, the Regional Climate Protection Authority (RCPA).

At the August 19, 2015 Agency meeting, the Board created an Ad Hoc Committee to explore the idea provided by the County to merge Agency programs with the RCPA programs.

At the September 16, 2015 Agency meeting, the Board directed staff to return with an updated decision matrix to facilitate the discussion of future Agency programs with Agency member councils. The County-only option was not to be studied further. Issues to be examined include cost differentials, governance model, bylaws, existing litigation, financial mechanisms, timing, and who would perform operations.

At the October 21, 2015 Agency meeting, the Board directed staff to return with a matrix further details on the issues of voting, board representation, performance of services, countywide policy making for the following options: 1) a JPA similar to the existing SCWMA, 2) a JPA with functions assigned to the RCPA and County, and 3) a scenario where the JPA allowed to terminate and is not renewed or replaced with a successor agency.

Attribute	Status Quo Option: SCWMA JPA Continuation	Merger Option: New JPA Affiliated with RCPA	Sunset Option: JPA Termination
Process to Implementation	JPA can be extended on an annual basis by vote of all JPA members (all Councils/Board approve extension by resolution). Issues which make extension advisable are existing litigation and decision on future of SCWMA activities. Any extension or amendment to the existing JPA agreement must be approved by all members. A new JPA agreement is not required to include all existing members.	JPA can be extended on an annual basis by vote of all JPA members (all Councils/Board approve extension by resolution). Issues which make extension advisable are existing litigation and decision on future of SCWMA activities. Any extension or amendment to the existing JPA agreement must be approved by all members. A new JPA agreement is not required to include all existing members, though Board representation becomes more complex if JPA membership is not identical to the RCPA.	SCWMA terminates and no longer provides services. Cities and County would perform services internally, with existing franchise garbage haulers, or by entering into agreements with RCPA, each other, or other service providers.
Timing	SCWMA term expires February 2017. Likely one or two, one-year extensions of existing JPA agreement necessary to resolve the issues described above.	SCWMA term expires February 2017. Likely one or two, one-year extensions of existing JPA agreement necessary to resolve the issues described above.	SCWMA term ends February 2017 if members do not have unanimous consent to extend or amend the existing agreement.
Existing Board Representation	10 member Board of Directors. One vote per jurisdiction. Board members are elected officials or staff, as determined by member governing boards. Could be modified by JPA amendment though unanimous approval, or changed in new JPA agreement.	RCPA Board is composed of 3 County Supervisors and 1 Council Member from each member city. Board members are elected officials, not staff. JPA Board could be different from RCPA Board of Directors, though this adds complexity and is not the preference of RCPA staff.	Not applicable
Existing Voting Requirements	Budget approval, capital expenditure over \$50,000, and major program expansions require unanimous vote. All other votes are majority. Voting requirements could be modified by JPA amendment.	RCPA requires 2/3 vote on the annual budget approval and majority vote on all other issues. The JPA could accept this voting structure, which is the preference of RCPA staff, or the JPA could establish other voting requirements.	Not applicable

Attribute	Status Quo Option: SCWMA JPA Continuation	Merger Option: New JPA Affiliated with RCPA	Sunset Option: JPA Termination
Authority to Provide Compost and HHW Services	Could operate, assign, or contract for operations of Compost and HHW on behalf of members.	Could operate, assign, or contract for operations of Compost and HHW on behalf of members. RCPA staff has expressed a preference to not operate compost or HHW programs.	Cities and County to contract directly with providers for Compost or HHW.
Performance of Compost and HHW Programs	Could be: 1) an operating contract between SCWMA and contractor under licensing agreement for use of property with County or 2) assigned to Republic through the County under conditions of the MOA.	Could be: 1) an operating contract between JPA and contractor under licensing agreement for use of property with County or 2) assigned to Republic through the County under conditions of the MOA. Petaluma would need to make arrangements for participation in HHW programs if that program was assigned to the County. RCPA staff has indicated a preference to not perform compost and HHW programs.	Operations likely performed by Republic under conditions of County MOA based on Cities and County committing green waste flow to new Central Compost facility. Cities would be free to select a different composting operator subject to their own franchise agreements.
Regional Reporting	Agency performs Regional Agency reporting on behalf of all members in one report.	JPA performs Regional Agency reporting on behalf of all members in one report.	Cities and County report on their own, or Cities and County could delegate AB 939 Annual Reporting to RCPA through agreement. Cities and County would be required under AB 939 to revise Integrated Waste Management plans to CalRecycle at an estimated cost of \$20,000 - \$170,000 per jurisdiction.
Other Services Provided	Education, planning, reporting, and policy services performed or overseen by Agency staff.	Education, planning, reporting, and policy services performed or overseen by RCPA staff.	Education, planning, reporting, and policy functions could be performed by Cities and County, RCPA, or other private entities through agreements.
Liability to Members	JPA structure reduces liability to individual members.	JPA structure reduces liability to individual members.	Would have to be negotiated and would depend on agreements with Republic or other service providers.

Attribute	Status Quo Option: SCWMA JPA Continuation	Merger Option: New JPA Affiliated with RCPA	Sunset Option: JPA Termination
Staffing	Staffing services could be provided by any member agency, independent agency, or private contracting service. County has indicated the current staffing model (County providing staffing service) would need to change.	Staff merged into SCTA/RCPA agency structure. Full time SCWMA Exec Director functions absorbed by RCPA staff.	Depends on service model chosen, however, existing SCWMA staffing would likely go away and some of the services would be adsorbed by the franchise garbage hauler or by City staff.
Countywide Policymaking	Ability to adopt countywide policy/ordinances currently exists and could continue in this scenario.	The RCPA has historically taken a model policy approach, though a new JPA structure could authorize adoption countywide ordinances.	None, though members could individually agree to a model ordinance approach.
Financial Considerations	County has indicated lease payments will be required for future composting and HHW operations at the Central Disposal Site. Salary and overhead costs are expected to be very similar to existing conditions.	County has indicated lease payments will be required for future composting and HHW operations at the Central Disposal Site. Salary and overhead costs are expected to be very similar to existing conditions.	County could choose to impose lease costs on operators for composting and HHW operations and those costs would be passed on to ratepayers participating in the solid waste system. One-time costs of performing base year and Integrated Waste Management Plan modifications for individual cities has been estimated to be \$20,000 - \$170,000 per jurisdiction. Annual Report preparation and filing costs are estimated to be \$5,000 - \$15,000 per year, per jurisdiction.
Ability to Opt Out of Regional Programs	Currently allowed. However costs incurred by Agency due to a member opting out of a program can be charged back to that member.	The ability to opt out of programs and the requirement to make the RCPA whole would could be included in this JPA.	Not applicable

Summary of Previous Matrix Responses

1. Regional program for composting? Yes = 9, No = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	Yes	No	Yes
Santa Rosa	Sebastopol	Sonoma	County	Windsor
Yes	Yes	Yes	Yes	Yes

2. Regional programs for HHW, Education, Planning and Reporting? Yes = 10

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

3. What entity performs composting operations? Need more information = 5, Agency = 2, County = 2, direct outhaul = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Need more information	Agency	County	Direct outhaul	County
Santa Rosa	Sebastopol	Sonoma	County	Windsor
Need more information	Need more information	Agency	Need more information	Need more information

4. What entity performs HHW, Education, Planning, and Reporting? Agency = 5, County = 3, need more information = 2

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Agency	Agency	County	County	County
Santa Rosa	Sebastopol	Sonoma	County	Windsor
Need more information	Agency	Agency	Need more information	Agency

5. Ability to opt out of regional programs? Yes, as long as core programs are defined and the regional program is made whole by those opting out = 8, No opt out of core programs = 1, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	Yes	Yes	Yes
Santa Rosa	Sebastopol	Sonoma	County	Windsor
Yes	Not from core programs	Yes	Did not respond	Yes

6. Unanimous vote required on budget approval, capital expenditure > \$50,000, and major program expansion? No = 5, Yes = 1, Yes for major program expansions only = 3, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
No	No	Yes, program expansions	Yes	Yes, program expansions only
Santa Rosa	Sebastopol	Sonoma	County	Windsor
Yes, program expansions only	No	No	Did not respond	No

7. Supermajority vote on purchase of real property? Yes = 5, No = 4, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	No	No	Yes
Santa Rosa	Sebastopol	Sonoma	County	Windsor
No	Yes	Yes	Did not respond	Yes

8. Supermajority vote to incur debt > \$250,000? Yes = 6, No = 3, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	No	No	Yes
Santa Rosa	Sebastopol	Sonoma	County	Windsor
Yes, unless related to a unanimous vote issue	Yes	Yes	Did not respond	Yes

9. Supermajority vote to adopt annual budget? Yes = 7, No = 2, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	Yes	No	No, majority vote
Santa Rosa	Sebastopol	Sonoma	County	Windsor
Yes, unless related to a unanimous vote issue	Yes	Yes	Did not respond	Yes

10. Supermajority vote to adopt additional core programs? Yes = 5, No = 4, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	No	No	No
Santa Rosa	Sebastopol	Sonoma	County	Windsor
No	Yes	Yes	Did not respond	Yes

11. Supermajority vote for expenditures greater than \$250,000? Yes = 8, No = 1, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	Yes	No, but supermajority could be for less than \$50,000	Yes
Santa Rosa	Sebastopol	Sonoma	County	Windsor
Yes, unless debt from unanimous vote item	Yes	Yes	Did not respond	Yes

12. Supermajority vote for amendments of new JPA agreement? No = 5, Yes = 4, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	No	No	No
Santa Rosa	Sebastopol	Sonoma	County	Windsor
No	No	Yes	Did not respond	Yes

13. What comprises a supermajority? 7/10 vote = 4, 8/10 vote = 3, 3/4 = 1, Other = 1, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
7/10	7/10	8/10	Other	3/4
Santa Rosa	Sebastopol	Sonoma	County	Windsor
7/10	7/10	8/10	Did not respond	8/10

14. Would you prefer a Board with staff and elected officials? Membership decided by each jurisdiction = 7, elected official only = 2, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Elected	Elected	Member choice	Member choice	Member choice
Santa Rosa	Sebastopol	Sonoma	County	Windsor
Member choice	Member choice	Member choice	Did not respond	Member choice

15. Would you prefer tiered governance? Yes = 4, No = 3, need more information = 2, did not respond = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	Need more information	No	No
Santa Rosa	Sebastopol	Sonoma	County	Windsor
Need more information	Yes	Yes	Did not respond	No



Agenda Item #: 9
Cost Center: Education
Staff Contact: Chilcott
Agenda Date: 11/18/2015

ITEM: **New Recycling Guidelines**

I. BACKGROUND

Spurred by recent publicity by the Ratto Group regarding the need to make infrastructure and policy changes to single-stream recyclables collected from residential and business customers, at the October 21, 2015 Board meeting Agency staff was directed to research and summarize the various program changes.

II. DISCUSSION

On October 25, 2015 Agency staff meet with a number of representatives from the Ratto Group at their Materials Recovery Facility on Standish Ave. and have been in correspondence with Ratto Group staff numerous times since to understand the changes and present a consistent message. Agency staff also engaged in conversation with solid waste stakeholders including Sonoma Garbage Collectors, CalRecycle staff, Napa Recycling & Waste Services (NRWS), Moore Recycling Associates and various private recyclers.

Curbside recycling

Curbside recycling

Background: There are two franchised garbage companies operating in Sonoma County. The Ratto Group is the contractor for garbage franchise agreements in Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Windsor and the unincorporated area. Sonoma Garbage Collectors is the contractor for the garbage franchise agreement in Sonoma and some of the unincorporated area near Sonoma.

Regarding processing single-stream recyclables, The Ratto Group processes and markets commodities collected from curbside single-stream and business customers at their 3400 and 3417 Standish Ave. material recovery facilities (MRF). Sonoma Garbage Collector, on the other hand, delivers their mixed single-stream recyclables to NRWS's <http://naparecycling.com/> MRF where the materials are processed and marketed.

Both garbage companies acknowledge that reducing contamination with single-stream recycling is a priority. Common to both groups are public education messages:

- **No garbage in the blue recycling cart.**
- **Place recyclables loose in the cart.** If plastic liners are used to collect recyclables, empty recyclables and reuse the liner.

Common contaminants in recycling include: food, liquid, diapers, loose plastic bags, ceramics

(including dishware and Pyrex), clothing/blankets, kitty litter, packaging peanuts, soiled pizza boxes, small propane cylinders, rubber items (balls, bike tires and tubes, hoses, etc.), soiled newspaper from bird cages/animal crates, formed polystyrene and soil.

The causes for contamination are multifaceted. In conversation with the Ratto Group about contamination, Steve McCaffrey cites that as residential customers have reduced their garbage service to smaller 20-gallon carts (blue recycling and yard debris carts are usually 96 gallons), there is more contamination in the recycling and yard debris cart from spillover garbage. In conversation with Tim Dewey-Mattia from NRWS, he claims that their MRF has not seen an uptick in garbage contaminating the recyclables. However, they have seen an uptick in residual waste collected from their MRF. Previously, recyclables were comprised of mostly paper, especially newspaper which was easier to sort. With the digital age and the proliferation of plastic packaging, there is now more plastic packaging, rigid plastic items and less newspaper requiring additional MRF sorting labor. Coincidentally, Sonoma County's Waste Characterization Study 2014 and 2007, echo these observations:

2014 Waste Characterization Study		2007 Waste Characterization Study	
Residential waste stream (single-family dwellings)		Residential waste stream (single-family dwellings)	
Paper	18%	Paper	19%
Plastic	15%	Plastic	9%

The Napa MRF has plans to replace older screens to further reduce residuals. Napa says the best practice is to send residuals to a Secondary MRF which gleans source separated material from the mixed waste.

Regarding markets for recyclables, there seems to be current consensus that the markets for recyclables are low. See Commodity Pricing section below in this staff report.

Regarding processing of yard debris, The Ratto Group and Sonoma Garbage Collectors use different systems. Yard debris collected by the Ratto Group, post-closure of Sonoma Compost Company, gets transferred to three out-of-county composting facilities Jepson Prairie Organics, Redwood Landfill and Cold Creek Compost. Sonoma Garbage Collectors sends their green waste to (NRWS). Pending regulatory approvals, Sonoma Garbage Collector intends to begin processing their vegetative food and yard debris, about 50-70 tons per week, at a property in Sonoma. The ground and screened material would then get transferred to Grab N' Grow in Santa Rosa for final processing into compost product(s).

Single-stream recycling



Status/changes: **The Ratto Group**

There are two major changes. Materials not accepted:

- **No plastic bags and other film plastics**, residential and business customers.
- **No shredded paper**, residential and business customers

Minor changes to items historically considered single-stream include no strawberry baskets and no coffee cup lids.

New material added:

Scrap metal, residential customers only.

Definition: Small household scrap metal items smaller than 4 inches long and not larger than 2 feet in any dimension and weighing less than 25 pounds.

Status/changes: **Sonoma Garbage Collectors**

There are two major changes. Materials not accepted:

- **No plastic bags and other film plastics**, residential and business customers.
- **No shredded paper**, residential and business customers

New material added:

- **Scrap metal**, residential customers only.
Definition: Small household scrap metal items smaller than 4 inches long and not larger than 2 feet in any dimension and weighing less than 25 pounds.

Yard debris recycling



Status/changes: **The Ratto Group**

Materials accepted:

There is one major change:

- **All food waste** including meat, fish, bones, dairy as well as food leftovers (packaging removed).

Status/changes: **Sonoma Garbage Collectors**

No changes with curbside yard debris collection.

Thus, only vegetative food waste is accepted.

Plastic bags & film plastic

Plastic bags

Background: Historically, residential quantities of plastic bags have been accepted through curbside recycling programs and at grocery stores. As noted above, The Ratto Group has ceased collection of plastic bags in the curbside program. There have also been changes to grocery store collection of bags as well.

Grocery store collection of plastic bags resulted from State law AB 2449 which requires supermarkets and large retailers with pharmacies to take back and recycle plastic grocery bags. In 2014, the Sonoma County Waste Management Agency passed Ordinance No. 2014-2 Establishing a Waste Reduction Program for Carryout Bags. This law



applies to all grocery stores and retail establishments and prohibits all single-use plastic carryout bags (point-of-sale or checkout). After AB 2449 went into effect, Agency staff compiled a comprehensive list of stores accepting plastic bags from the public for recycling. After the Agency ordinance went into effect, the number of stores accepting bags decreased. Agency staff's interpretation was that when the Carryout Bags Ordinance was implemented, stores no longer needed to provide plastic bag collection under AB 2449 as they could no longer distribute single-use plastic bags. This assumption was recently confirmed by CalRecycle (see attached letter). To quote CalRecycle:

"Ordinance 2014-02 prohibits stores from providing plastic carryout bags to consumers. Because stores in Sonoma County are only authorized to "sell" bags, the stores no longer meet the statutory definition of "store"; specifically the requirement of "providing" plastic carryout bags to its customers as a result of the sale of a product. Therefore, Sonoma County's ordinance has excluded the stores within the County from the statutory requirements."

Grocery stores drop-off locations for plastic bags and film plastic

Agency staff contacted stores and created a list of those voluntarily accepting plastic bags and other polyethylene film from the public.

Definition of recyclable HDPE #2 and LDPE #4 bags and film: Grocery, produce & bread bags • Newspaper bags • Retail bags (remove hard plastic or string handles) • Product/case wraps (e.g., paper towels, bathroom tissue, etc.) • Zipper type bags (remove hard components) • Plastic shipping envelopes (remove labels) • Bubble wrap & air pillows (deflate) • Dry-cleaning bags (remove paper & hangers) Bag your bags. Stuff clean plastic bags into a clear plastic bag. Knot the top.



Drop-off locations in Sonoma County for plastic bags

<i>Cotati</i>	<i>Petaluma</i>	<i>Santa Rosa</i>	<i>Sebastopol</i>
Lowe's	CVS	CVS	Lucky's
Oliver's Market	G&G Supermarket	G&G Supermarket	Pacific Market
	Kohl's	Kohl's	Safeway
<i>Glen Ellen</i>	Lucky's	Lucky's	
Glen Ellen Market	Safeway	Pacific Market	<i>Sonoma</i>
	Raley's	Safeway	Safeway
<i>Guerneville</i>	Target	Safeway	
Safeway	Whole Foods	Safeway	<i>Windsor</i>
		Safeway	Safeway
<i>Healdsburg</i>	<i>Rohnert Park</i>	Target	Raley's
Big Johns Market	Grocery Outlet	Target	
Rite Aid	Raley's	Whole Foods	
Safeway	Target		

A list of these locations is posted on the Agency's www.recyclenow.org website. Use the "What would you like to recycle?" search function at the top of the web page. Choose the topic "Plastic bags (drop-off locations)."

Drop-off locations in Sonoma County for plastic film

Agency staff contacted plastic film resources listed in the Recycling Guide.

Drop-off locations in Sonoma County for plastic film

Santa Rosa

Global Material Recovery Services

Drop-off: loose plastic construction sheeting and stretch film.

Redwood Empire Recycling

Drop-off: plastic stretch film, clear plastic bags (mattress bags, sofa covers, garment bags, merchandise bags, dry-cleaning bags, etc.) and white plastic bags. No black plastic bags.

Windsor

Windsor Materials

Recovery

Drop-off (commercial only): plastic construction sheeting stretch film.



A list of these locations is posted on the Agency's www.recyclenow.org website. Use the "What would you like to recycle?" search function at the top of the web page. Choose the topic "Plastic bags and film (business only)."

Shredded paper

Shredded paper

Background: Agency staff contacted shredded paper resources listed in the Recycling Guide asking if they would consider accepting residential quantities of shredded paper. While all three compost facilities to which the Agency delivers yard waste can accept incidental amounts of shredded paper, none want concentrated loads of the material, so staff does not recommend advertising the composting of shredded paper in the yard debris container.

Shredded paper drop-off locations

Drop-off locations in Sonoma County for residential quantities of shredded paper

<i>Petaluma</i>	<i>Santa Rosa</i>	<i>Santa Rosa, cont.</i>
Petaluma Recycling Center <i>Drop-off & fee.</i>	Becoming Independent <i>Drop-off, pickup & fee. Call first</i>	Integrity Shred <i>Drop-off: residential quantities only, no plastic. Fee: business service.</i>
	Global Material Recovery Services <i>Drop-off: paper only, no plastic.</i>	Redwood Empire Recycling <i>Drop-off: residential quantities only.</i>
	InfoStor <i>Drop-off: residential quantities only. Fee: business service.</i>	ShredEx <i>Drop-off, pickup & fee. Call first.</i>

A list of these locations is posted on the Agency's www.recyclenow.org website. Use the "What would you like to recycle?" search function at the top of the web page. Choose the topic "Paper, shredded and confidential shredding services."

Electronics

Electronics

Background: The electronic recycling business has been in a downward turn for over 3 years. Market conditions have changed dramatically. The primary reason for this change is due to the declining global commodity market which is at a 15-year low. The commodity market downturn is having a significant negative impact on the electronics recycling industry as a whole. In the past 3 years, many recyclers have closed their doors because they did not have a sustainable payment model for electronic devices and or parts. Some common themes for this include steep commodity value decreases, continued logistics cost increases, increasing processing costs, challenges with the disposal of leaded glass, and the decreasing amount of precious metals and commodity values in electronic devices. The value of the parts when refined and or separated is continuing to decline.



California's SB 20 law helps cover the cost of proper recycling, but the continued decline in

commodities is making it hard for recyclers to break even. To put things in perspective, over the last 3 years, copper has decreased in value by over 45%, aluminum 52%, and plastic 58%. Shredded plastic has dropped another 100% in just the past month making it a no value and/or a charge for a recycler to dispose of.

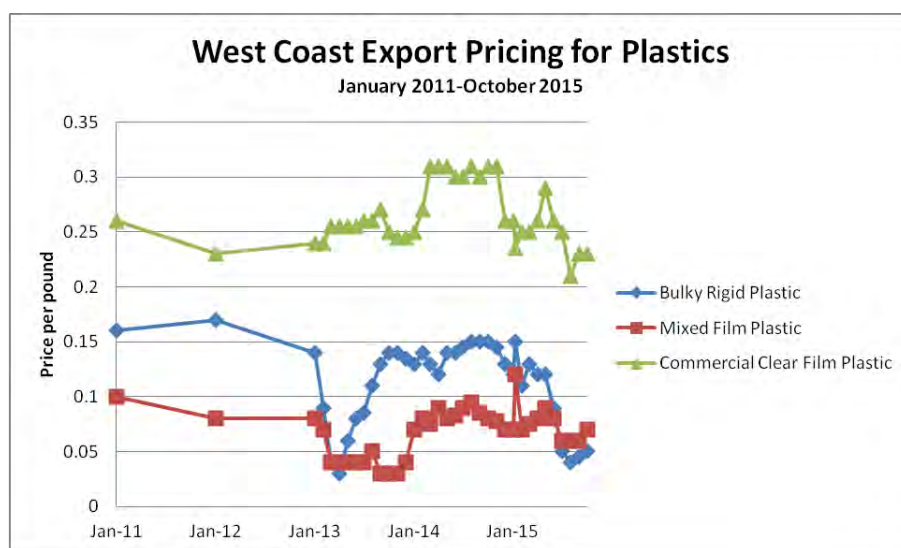
Some recyclers, such as the Agency's E-waste Recycler, ECS Refining, have taken additional steps to become R2 and e-Steward certified to ensure E-waste is handled properly and that no non-working electronics are shipped outside the United States to impoverished nations. Being R2 and or e-Steward certified adds additional costs to the recycler's processes and limits their downstream opportunities.

Recyclers in the past were able to absorb many of these fees, but moving forward logistics, supplies to get products to a recycler, and even costs to process some material streams are expected to be passed along to the handler, collector, or municipality in contract with the recycler. It is assumed that when the economy improves and these commodities are needed for increased manufacturing, these trends are expected to reverse and or at least stabilize. In the interim, staff expects lower payments and increased costs for E-waste recycling in future agreements.

Commodity Pricing

Regarding markets for single-stream materials, Agency staff contacted CalRecycle, Moore Recycling Associates and other private recyclers.

Regarding plastics, Moore Recycling Associates, a Sonoma based company under contract with the American Plastics Council <http://www.plasticsmarkets.org/plastics/pricing.html>, specializes in the recycling of packaging materials, particularly plastics. The following shows market data for multiple years, January 2011 through October 2015.



Definitions:

Bulky Rigid - Primarily PE and PP (includes buckets, totes, crates, lawn furniture, carts, storage bins and other large items)

Mixed Film- Mix of commercial film, both clear and colored, and grocery bags and product wrap film collected retail.

Commercial Clear Film- Clean, clear PE film including stretch wrap and poly bags, does not include any postconsumer bags

Source: Moore Recycling Associates, November 2015.

Note: Prices are per pound for delivered, baled material in truckload quantity and are based on information from multiple suppliers and buyers. Moore Recycling tracks historical prices for nearly all post-consumer commodities in various regions of the country. This month all prices are from the West Coast.

According the chart above, for the time period from January 2011-October 2015, the lowest monthly market value for Bulky Rigid plastic occurred April 2013; the lowest monthly market value for Mixed Film occurred September 2013; and, the lowest monthly market value for Commercial Clear Film occurred in August 2015. Among other factors, the low-cost for petroleum has contributed to the current low price for post-consumer scrap plastic.

Regarding paper, RISI Global Forest Products Industry provides market analysis for the global fiber market "The world recovered paper markets have been relatively quiet in the last two years after experiencing market volatility in last two decades. Growth in recovered paper demand decelerated from 5% per year on average during 1993-2011 to less than 1% between 2012 and 2013. Both the developed world and the developing regions saw slowing paper and board markets as well as recovered paper demand growth. Over the next five years, global recovered paper demand is predicted to reaccelerate along with the recovering economic growth and paper and board markets. The developing regions will remain the major drive for demand growth and continue to ask for recovered paper from the developed regions, which are major suppliers of recovered paper."

Regarding glass, based on conversations with private operators of MRFs, there are problems with beverage container glass contamination. Western Strategic Materials, the primary recycler of post-consumer beverage container and plate glass in the Bay area, recently sent a letter to their suppliers regarding the systemic contamination of batteries in post-consumer glass received from MRFs.

III. FUNDING IMPACT

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

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This item is informational and no action is recommended.

V. ATTACHMENTS

Curbside Recycling Guide 2016 draft
CalRecycle plastic bag letter

Approved by: _____
Patrick Carter, Interim Executive Director, SCWMA

CURBSIDE RECYCLING

Residential garbage company customers in certain areas are provided with bulky item collection. Certain items such as mattresses, appliances, furniture and electronics that cannot fit into your garbage can or that need special handling will be picked up by appointment by your garbage company.

CLOVERDALE • COTATI • HEALDSBURG
REDWOOD EMPIRE DISPOSAL
800-243-0291 www.unicycler.com

Bulky item pickup available in Cloverdale, Cotati and Healdsburg for a fee.

PETALUMA
PETALUMA REFUSE & RECYCLING
766-6026 www.unicycler.com

Bulky item pickup available in Petaluma for a fee.

ROHNERT PARK
ROHNERT PARK DISPOSAL
586-2283 www.unicycler.com

Bulky item pickup available in Rohnert Park for a fee.

SANTA ROSA & OAKMONT
SANTA ROSA RECYCLING & COLLECTION
586-1478 www.unicycler.com

Bulky item pickup available up to four times a year in Santa Rosa at no cost.

SEBASTOPOL
REDWOOD EMPIRE DISPOSAL
800-243-0291 www.unicycler.com

Bulky item pickup available in Sebastopol for a fee.

SONOMA
SONOMA GARBAGE COLLECTORS
996-7555

WINDSOR
WINDSOR REFUSE & RECYCLING
586-5545 www.unicycler.com

Bulky item pickup available in Windsor for a fee.

UNINCORPORATED AREA

Bulky item pickup available to customers of Redwood Empire Disposal in the unincorporated area up to four times a year at no cost.

REDWOOD EMPIRE DISPOSAL 800-243-0291 www.unicycler.com

• Annapolis • Asti • Bloomfield • Bodega • Bodega Bay • Boyes Hot Springs • Camp Meeker • Cazadero • Duncans Mills • Eldridge • El Verano • Forestville • Fort Ross • Freestone • Fulton • Geysers Rest • Geyserville • Glen Ellen • Graton • Guerneville • Jenner • Jintown • Kenwood • Lake Sonoma • Larkfield • Lytton • Mark West Springs • Monte Rio • Mt. Hood • Occidental • Penngrove • Preston • Rio Nido • rural Petaluma • rural Sebastopol • Schellville • Sea Ranch • Skaggs Island • Stewarts Point • Two Rock • Valley Ford • Vineburg • Wikiup

SONOMA GARBAGE COLLECTORS 996-7555 • Chantarelle • Creekside • Temelec

Kitchen pails can help transfer food scraps to the curb.
Sold locally by:

The Ratto Group
800-243-0291

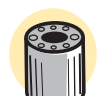
\$6
Call for details.



MOTOR OIL



Motor oil



Oil filters

Sign up.
Call your hauler for details.

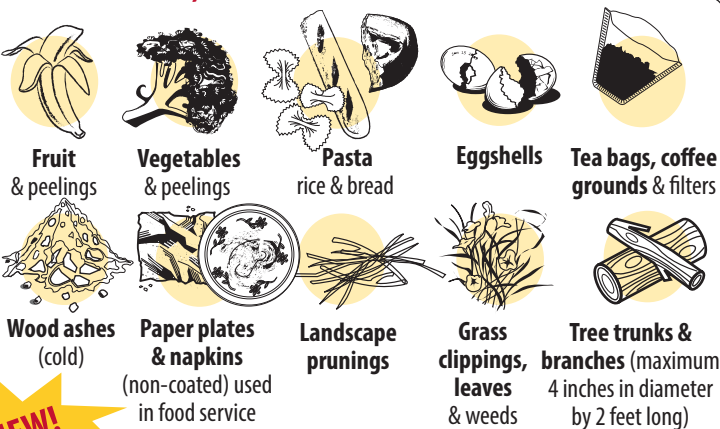
Call your hauler before setting out materials.

Available in:
Cloverdale
Cotati
Healdsburg
Petaluma
Rohnert Park
Santa Rosa
Sebastopol
Sonoma
Unincorporated area

Not accepted: Water, antifreeze, brake fluid, engine cleaner, fuel, hydraulic fluid, etc. Do not contaminate motor oil.



YARD DEBRIS, FRUIT & VEGGIES



NEW!

All food waste including meat, fish and dairy

The Ratto Group only:
Petaluma Refuse & Recycling
Redwood Empire Disposal
Rohnert Park Disposal
Santa Rosa Recycling & Collection
Windsor Refuse & Recycling
Put all food waste in your yard debris can.



Meat, fish, bones & cheese

Food leftovers (packaging removed)

Not accepted: Garbage • Glass • Plastic bags, including compostable plastic bags • Poison oak, cactus, palm fronds, pampas grass or bamboo • Meat • Cooking oil & liquid waste • Sudden Oak Death infested material • Dirt or rocks • Sod • Animal waste • BBQ ashes • Tree stumps • Cardboard • Bones, dairy & cheese (all food waste accepted by The Ratto Group only)

Keep it clean!
No plastic bags with organics.

GARBAGE

Save money on your garbage bill.

Reduce your garbage can size to a smaller size and save money on your garbage bill.



RECYCLING

Paper



Newspaper & inserts



Magazines & junk mail



Office paper & shredded paper



Telephone, paperback books & catalogs



Coffee cups (empty & lids removed)



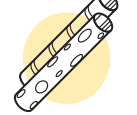
Cardboard (flattened) cereal & shoe boxes



Paper bags & egg cartons



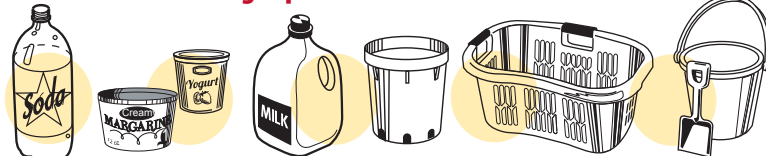
Wrapping paper & tissue (nonmetallic only)



Bottles & jars

• Tape, staples & envelopes with windows are okay. **Not accepted:** Napkins • Towels • Tissue • Food-contaminated paper • Shredded paper • Pizza boxes • Photos • Blueprints • Waxed cardboard or paper • Remove lids from coffee cups & dispose in garbage

Plastic containers & rigid plastics



Empty plastic containers & rigid plastic items 5-gallon buckets • Laundry baskets & crates • Plastic lids larger than 4 inches in diameter • Plastic toys • Play equipment • Lawn furniture • Infant car seats (fabric covers removed) • Nursery pots & plant 6-packs • CD jewel cases, provided the front paper covers are removed • Quart-sized motor oil containers (drain for 48 hours)

Not accepted: Plastic bags • Photos • Hoses • HDPE & PVC pipe • Styrofoam, such as takeout food containers or meat trays • Terra-cotta nursery pots • Vinyl siding • Plexiglass • Straws

Metal, scrap

NEW!



Small household scrap metal items not smaller than 4 inches long and not larger than 2 feet in any dimension and weighing less than 25 pounds (fabric and rubber removed)

Not accepted: Textile or rubber components, freon-containing appliances **Metal items must fit loosely in the cart.**

Household batteries

Windsor only
Curbside recycling for household batteries.

For questions, call 586-5545.

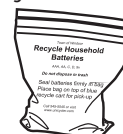


Household batteries (AAA, AA, C, D, 9-volt)

Pick up special yellow battery collection bags at Windsor Town Hall, Windsor Public Works Department or Windsor Refuse & Recycling office in Santa Rosa.

Place batteries in bag and seal firmly.

Place bag on top of blue recycling cart for pickup.



Cans



Aluminum, tin & steel/bimetal cans & foil
Aerosol cans empty & without pressure
Metal or plastic paint cans only if the paint residue is dry

Cartons

(aseptic packaging)



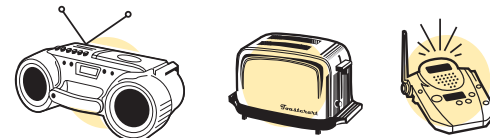
Milk cartons, soy/rice milk cartons & juice boxes (plastic linings only)

Small electronic e-waste devices

An electronic device is anything with a circuit board. Look for products with digital displays or programmable features.

Household electronic devices not larger than 2 feet in any dimension such as home printers, cell phones, radios, digital appliances (no glass) & power strips.

Not accepted: TVs, computer monitors or other electronic devices with screens • **Remove batteries** prior to recycling • **Remove cords** place separately in recycling cart or drop off for recycling.



Please keep caps on.

It is preferable to leave screw-top lids on empty plastic, glass and metal containers. If lids are removed from the container, they must be larger than 4" in diameter.

Empty recyclables & remove food from containers before placing in the blue cart.

Help reduce recycling contamination. Place recyclables loose in the blue cart.



Karina Chilcott

From: Garrison, Katie@CalRecycle [Katie.Garrison@CalRecycle.ca.gov]
Sent: Friday, November 06, 2015 10:45 AM
To: Karina Chilcott
Cc: Patrick Carter; Felicia Smith; Ferrero, Samuel@CalRecycle; O'Shaughnessy, Trevor@CalRecycle
Subject: At-Store Recycling Program (Public Resources Code (PRC) Sections 42250 et. seq.) Response to Sonoma County Inquiry

Importance: High

Dear Ms. Chilcott,

On October 21, 2015 the Department received your e-mail regarding stores within Sonoma County no longer offering plastic carryout bag collection/recycling bins to the public. As requested please find the Department's response regarding the requirements for the At-Store Recycling (plastic carryout bag) Program described under Public Resources Code (PRC) Sections 42250 et. seq. in light of Sonoma County's Waste Reduction Program for Carryout Bags Ordinance 2014-02 (Ordinance 2014-02) which includes a ban on free plastic carryout bags provided with the purchase of goods.

With regards to stores not offering a plastic bag collection/recycling bin, the Department encourage all stores not meeting the PRC definition of store (PRC 42250 (e)) to voluntarily participate in the at-store recycling program, pursuant to PRC Section 42251(b). Store participation provides all Californians who choose to consume plastic carryout bags an additional opportunity to recycle the bags.

A review of PRC Sections 42250 et. seq, and Ordinance 2014-02 was completed. PRC 42251 requires that stores, as defined, establish a recycling program to take back plastic carryout bags provided to customers by the stores at the point-of-sale. PRC Section 42250 (e) defines a store as:

" "Store" means a retail establishment that provides plastic carryout bags to its customers as a result of the sale of a product and that meets either of the following requirements:

1. Meets the definition of a "supermarket" as found in (PRC) section 14526.5.
2. Has over 10,000 square feet of retail space that generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with section 7200) of Division 2 of the Revenue and Taxation Code) and has a pharmacy licensed pursuant to Chapter 9 (commencing with Section 4000) of Division 2 of the Business and Professions Code."

Ordinance 2014-02 prohibits stores from providing plastic carryout bags to consumers. Because stores in Sonoma County are only authorized to "sell" bags, the stores no longer meet the statutory definition of "store"; specifically the requirement of "providing plastic carryout bags to its customers as a result of the sale of a product". Therefore, Sonoma County's ordinance has excluded the stores within the County from the statutory requirements.

It is unfortunate that the language of Sonoma County's Ordinance 2014-02 has resulted in the exclusion of Sonoma County stores from the requirements of PRC Section 42251(a). However, consistent with PRC Section 42251(b), the Department encourages voluntarily participation in the At-Store Recycling Program by the stores impacted by Sonoma County's ordinance.

From: Karina Chilcott [mailto:Karina.Chilcott@sonoma-county.org]
Sent: Wednesday, October 21, 2015 4:29 PM
To: Ferrero, Samuel@CalRecycle
Subject: Agency bag ban ordinance affect on AB 2449

Hi Sam,

As you may know, the Ratto Group has stopped taking plastic bags curbside. As a result, the Agency is receiving lots of public complaints about the issue. At today's Agency meeting, Agency staff was asked to put together a comprehensive list on the changes to present to the Board at the next meeting.

It was my understanding based on conversations with CalRecycle staff that "After the Sonoma County Waste Management Agency passed Ordinance No. 2014-2 Establishing a Waste Reduction Program for Carryout Bags<http://www.recyclenow.org/pdf/Ordinance_2014-02_Waste_Reduction_Program_for_Carryout_Bags.pdf> effective September 1, 2014, stores were no longer required to collect single-use plastic bags as required by AB 2449 on the assumption that these kinds of single-use carryout plastic bags were not getting distributed to customers and therefore do not require store collection."

Is this assumption true? I don't have any written verification. We would appreciate if CalRecycle would weigh in on this.

--Karina

Karina Chilcott
Sonoma County Waste Management Agency

2300 County Center Dr., St. B-100

Santa Rosa, CA 95403

T. 707.565.3668

E. Karina.Chilcott@sonoma-county.org

www.recyclenow.org<<http://www.recyclenow.org/>>

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Agenda Item #: **10.1**
 Agenda Date: **11/18/2015**

ITEM: **Outreach Calendar November-December 2015**

November 2015 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
1	12 PM-5PM	Halloween Carnival, El Verano Elementary School, Sonoma
3	4 PM – 8 PM	Community Toxics Collection – Guerneville
4	6:30 PM -7:30 PM	Recycling Education Presentation at Downtown River Apts, Petaluma
6	11:15 AM – 12:15 PM	Recycling Education at La Tercera Elementary School, Petaluma
7	10:30 AM -12:30 PM	The Single Best Thing you Can do for Your Garden-Compost, Guerneville Library
7	10:30AM to 12:30PM	Are We Having Fungi Yet?, Rincon Valley Library
7	10AM-4PM	End of the Harvest Fiesta at Wells Fargo Center for the Arts, Santa Rosa.
7-8	8 AM – 4 PM	E-waste Collection Event –Whole Foods, Sonoma
9	1:30 PM – 2:30 PM	Recycling Education at Sonoma Clean Power, Santa Rosa
10	2 PM – 3 PM	Recycling Educaiton at PEP Housing, Petaluma
10	4 PM – 8 PM	Community Toxics Collection – Windsor
12	2 PM – 3 PM	Recycling Educaiton at PEP Housing, Petaluma
14	10:30 AM -12:30 PM	The Single Best Thing you Can do for Your Garden-Compost, Sonoma Valley Library
14	12 PM-4PM	Health and Safetyfair Organized by Razdio Lazer and the CHP, Sonoma County Fairgrounds
16	5 PM – 6 PM	Recycling Education at Multifamily Apartments, Santa Rosa
17	4 PM – 8 PM	Community Toxics Collection – Oakmont
19	5 PM – 6 PM	Recycling Education at Multifamily Apartments, Santa Rosa
20	2 PM – 3 PM	Recycling Educaiton at PEP Housing, Santa Rosa

December 2015 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
1	4 PM – 8 PM	Community Toxics Collection – Santa Rosa, SE
8	4 PM – 8 PM	Community Toxics Collection – Sebastopol
12	8 AM – 4 PM	E-waste Collection Event –Rohnert Park Community Center, Rohnert Park
13-21	Various Times	Yearly Posadas (not sure about the dates and times yet as they do not get scheduled until beginning of December) There events take place in various ciies around Sonoma County and get organized by Radio Lazer.
15	4 PM – 8 PM	Community Toxics Collection – Kenwood

Water Association asking pharmacies to collect unused medication

by Tony Landucci Sonoma West Staff Writer tony@sonomawest.com | Posted: Wednesday, October 7, 2015 12:58 pm

Ordinance sought for pill collection program

No one wants someone-else's medication in a glass of tap water. Whether it's expired aspirin or medication that treats mental illness, the Russian River Watershed Association (RRWA) has kept more than 90,000 pounds of pills of all sorts from potentially ending up in our drinking water.

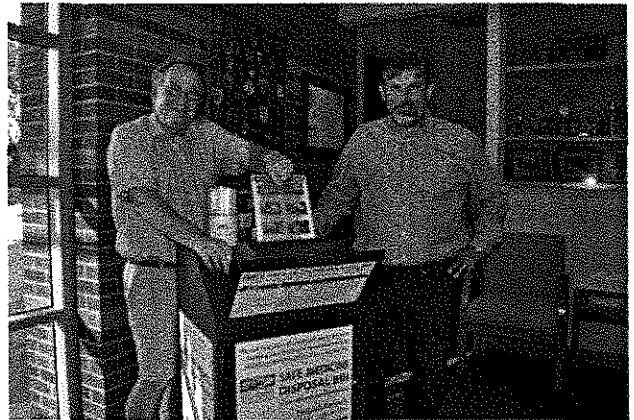
Sebastopol City Council members are on board with joining other towns in Sonoma County who have signed a letter demanding a more efficient system to collect unwanted and expired medication. At a September meeting, RRWA leaders explained their current method of preventing people from flushing medication down the toilet.

The Safe Medicine Disposal Program was first launched in 2008 and in 2014 collected more than 20,000 pounds of medication at specific drop off sites in Sonoma County. Despite the progress and success of the pill disposal program, RRWA is asking for support from cities in Sonoma County to demand that the companies that manufacture pills be required to design, run and maintain collection programs for the unused medication.

"We've got a big problem and we need a better solution," said RRWA Chairman Mark Landman, who requested support from the Extended Producer Responsibility (EPR) program.

The EPR strategy requires large pharmaceutical companies to design, manage and finance a program to ensure that their unused products are collected and properly disposed of, said Landman. EPR programs are already operating in Los Angeles, San Francisco and Alameda counties, as well as in Canada and other parts of the world. "Alameda took the legal hit," said RRWA Executive Director Andy Rodgers, regarding possible legal pushback by pharmaceutical companies.

Of major concern to the RRWA is a budding science referred to as Constituents of Emerging Concern or Compounds of Emerging Concern (CEC). This science is when medications go into the environment from being thrown away in the garbage or flushed down the toilet and then also mix



Collection

l-r Sebastopol City Council Member John Eder and Russian River Watershed Association Executive Director Andy Rodgers demonstrate dropping unused meds in safe disposal bin at the Sebastopol Police Department.

together to create unknown new compounds. The effects of these CECs is virtually unknown and scientists have been working on ways to confront the problem but the process is in its infancy.

“We’re piloting some systems around the state and looking at different water bodies,” said Greg Gearheart, a California EPA engineer. Gearheart says that California is on the forefront of detecting medications and other toxins such as pesticides in natural and manmade water bodies. The agency is looking for what is called “indicators” like caffeine to find evidence of human caused contamination.

“They’re like indicators of human waste,” said Gearheart. Once an indicator chemical is found, further, more difficult testing can be done to find other compounds and chemicals. The process of finding medications, which are in very low concentrations in water ways, is cost prohibitive, said Gearheart.

The RRWA currently has only a few safe disposal sites in West County. In Guerneville, the Lark’s Drugs and Russian River Health Center have drop boxes; in Occidental, the Occidental Area Health Center; in Sebastopol, there is the Sebastopol Police Station. Sonoma County Waste Management Agency also has a collection program and more information, including a pick-up service can be found at www.recyclenow.org/toxics/house_tox_facility.asp.

Not enough drop-off locations or locations being inconvenient is a problem Rogers and Landman said. Where the medication is originally picked up is the best place for a drop-off location, they said. Landman added that not only are police stations not part of most people’s daily routine, but some people simply do not want to walk into a station if they don’t have to.

Sonoma County’s lead medical officer, Dr. Karen Milman, sees value in the current pill collection program but said the county does not currently have a position on the EPR ordinance that is sought by the RRWA. Dr. Milman said safe disposal also keeps medication from landing in the hands of children and reduces the risk of overdoses. Seniors and people who have ongoing medication regimens may mistakenly take medication that is no longer prescribed to them due to changes by their doctor. Safe disposal takes old medication out of the medicine cabinet, said Milman.

The Sebastopol City Council unanimously agreed to the “Stewardship for Unused Medication” letter on Sept. 15. The RRWA is currently seeking support by all of Sonoma County’s town and city councils in hope of passing an ordinance to require the medication manufacturers to implement a cradle-to-grave system to remove unused medication and to absorb the cost. For now, the Safe Medicine Disposal Program collects the pills and pays the cost of destroying the drugs through incineration.

Landman and Rodgers call pill collection “low hanging fruit” in keeping the environment safe from toxification. The initial effects of medications in the environment are being studied in frogs, which are especially susceptible to pollution. Although successful, the RRWA program is the most expensive way to collect and destroy pills, said Landman.

More information on the Safe Medicine Disposal Program and drop off locations are on the web at [www.safemedicinedisposal](http://www.safemedicinedisposal.org)

.org.

Water Association seeks support for pill disposal program

By Tony Landucci Staff Writer tony@sonomawest.com | Posted: Wednesday, October 14, 2015 1:23 pm

Sonoma towns consider medication collection program

Members of the Russian River Watershed Association addressed the Town Council on Oct. 7, concerned about the prevalence of medication entering the watershed and returning in our drinking water. Whether it's expired aspirin or medication that treats mental illness, the Russian River Watershed Association (RRWA) has kept more than 90,000 pounds of pills of all sorts from potentially ending up in our drinking water since 2007.

The RRWA has been making the rounds of Sonoma County city councils recently. Sebastopol and Cotate both came on board, signing a letter demanding a more efficient system to collect unwanted and expired medication.

The hazards posed by uncollected medicines extend beyond our drinking water, according to the RRWA.

"In 2012, 64,000 kids were treated in emergency rooms in the U.S. for medicine poisoning," the organization's executive director Andy Rodgers said. "In three-quarters of those cases, the medicine belonged to a parent or grandparent."

The Safe Medicine Disposal Program was first launched in 2008 and in 2014 collected more than 20,000 pounds of medication at specific drop off sites in Sonoma County. Despite the progress and success of the pill disposal program, RRWA is asking for support from cities in Sonoma County to demand that the companies that manufacture pills be required to design, run and maintain collection programs for the unused medication.

In recent years, large chains have been dropping out of the program, citing regulatory and legal concerns. This is partially due to the state's pharmacy board regulations being in flux, according to the RRWA.

"We've got a big problem and we need a better solution," said RRWA Chairman Mark Landman. "Without true regulatory control without some sort of logical system that people can use to dispose of these pills, the system begins to fall apart."

While the RRWA's presentation was informational, and not a voting agenda item, Landman's goal was to plant a seed of support for the Extended Producer Responsibility (EPR) program.

The EPR strategy requires large pharmaceutical companies to design, manage and finance a program to ensure that their unused products are collected and properly disposed of, said Landman. EPR programs are already operating in Los Angeles, San Francisco and Alameda counties, as well as in Canada and other parts of the world. "Alameda took the legal hit," said Rodgers, regarding possible legal pushback by pharmaceutical companies.

Of major concern to the RRWA is a budding science referred to as Constituents of Emerging Concern or Compounds of Emerging Concern (CEC). This science is when medications go into the environment from being thrown away in the garbage or flushed down the toilet and then also mix together to create unknown new compounds. The effects of these CEC's are virtually unknown and scientists have been working on ways to confront the problem, but the process is in its infancy.

"We're piloting some systems around the state and looking at different water bodies," said Greg Gearheart, a California EPA engineer. Gearheart says that California is on the forefront of detecting medications and other toxins such as pesticides in natural and manmade water bodies. The agency is looking for what is called "indicators" like caffeine to find evidence of human caused contamination.

"They're like indicators of human waste," said Gearheart. Once an indicator chemical is found, further, more difficult testing can be done to find other compounds and chemicals. The process of finding medications, which are in very low concentrations in waterways, is cost prohibitive, said Gearheart.

The RRWA currently has only two safe disposal sites in Windsor: Health First! Pharmacy & Compounding Center and the Alliance Medical Center at 8465 Old Redwood Highway. Sonoma County Waste Management Agency also has a collection program, and more information, including a pick-up service, can be found at www.recyclenow.org/toxics/house_tox_facility.asp.

The low numbers and geographical inconvenience of drop-off locations is a problem, Rogers and Landman said. Where the medications are originally picked-up are the best place for a drop-off location, they said. Landman added that not only are police stations not part of most people's daily routine, but some people simply do not want to walk into a station if they don't have to.

Sonoma County's lead medical officer, Dr. Karen Milman, sees value in the current pill collection program but said the county does not currently have a position on the EPR ordinance that is sought by the RRWA. Dr. Milman said safe disposal also keeps medication from landing in the hands of children and reduces the risk of overdoses. Seniors and people who have ongoing medication regimens may mistakenly take medication that is no longer prescribed to them due to changes by their doctor. Safe disposal takes old medication out of the medicine cabinet, said Milman.

Landman concluded his presentation to the Windsor Town Council by suggesting the issue come back to the agenda for a vote.

“We’d like to ask you to consider signing a letter of simple, conceptual support in establishing the EPR,” he said. “Sebastopol and Cotati both gave us unanimous support for this.”

Sebastopol’s City Council unanimously agreed to the “Stewardship for Unused Medication” letter on Sept. 15. The RRWA is currently seeking support from all of Sonoma County’s town and city councils in hope of passing an ordinance to require the medication manufacturers to implement a cradle-to-grave system to remove unused medication and to absorb the cost. For now, the Safe Medicine Disposal Program collects the pills and pays the cost of destroying the drugs through incineration.

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