



Meeting of the Board of Directors

June 15, 2016
Regular Meeting at 8:30 a.m.

Please Note Meeting Location

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

Meeting Agenda and Documents

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

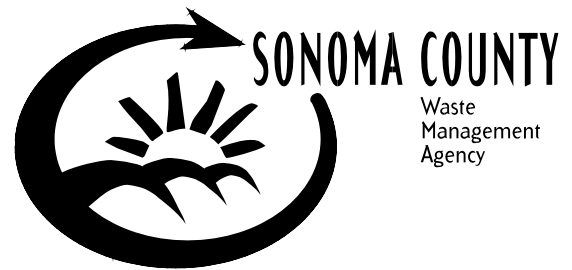
June 15, 2016

Regular Meeting at 8:30 a.m.

Table of Contents

<u>Description</u>	<u>Page</u>
Agenda	1
Prior Meeting	3
Summary	
Director's Notes	4
Item 4.1	Minutes of May 18, 2016 Special Meeting
Item 4.2	Approval of the Tenth Amendment to the
	Agreement with the City of Petaluma
	9
Item 5	Republic Services Annual Report of Landfill-Related
	Activities
	12
Item 6	Approval of E-Waste Collection Events Agreement
	13
Item 7	Approval of an MOU for a Regional C&D Facility
	Assessment RFP
	37
Item 8.1	Outreach Calendar June-July 2016
	42
Item 8.2	Letter of Opposition to AB 45
	44
Item 8.3	Letter of Support AB 1419
	48

Note: This packet is 49 pages total



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

June 15, 2016 8:30 a.m.

Estimated Ending Time 11:30 a.m.

Please note meeting location

City of Cotati, Cotati Room
216 East School Street
Cotati, CA 94931

Agenda

- | <u>Item</u> | <u>Action</u> |
|--|--------------------------------|
| 1. Call to Order Regular Meeting | |
| 2. Agenda Approval | |
| 3. Public Comments (items not on the agenda) | |
| <u>Consent</u> (w/attachments) Discussion/Action | |
| 4.1 Minutes of May 18, 2016 Special Meeting | |
| 4.2 Approval of the Tenth Amendment to the Agreement with the City of Petaluma | |
| <u>Regular Calendar</u> | |
| 5. Republic Services Annual Report of Landfill-Related Activities [Smith](Attachments) | Discussion/Action
All |
| 6. Approval of E-Waste Collection Events Agreement [Steinman](Attachments) | Discussion/Action
HHW |
| 7. Approval of an MOU for a Regional C&D Facility Assessment RFP | Discussion/Action
Education |

[Carter](Attachments)

8. Attachments/Correspondence:
 - 8.1 Outreach Calendar June-July 2016
 - 8.2 Letter of Opposition to AB 45
 - 8.3 Letter of Support AB 1419
9. Boardmember Comments
10. Staff Comments
11. Next SCWMA meeting: July 20, 2016
12. 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 Cotati Council Chambers, 201 W Sierra St., Cotati. It is also available on the internet at www.recyclenow.org



Date: May 18, 2016

To: SCWMA Board Members

From: Patrick Carter, SCWMA Executive Director

Executive Summary Report for the SCWMA Board Meeting of May 18, 2016

Item 2, Closed Session Discussion: No reportable action was taken during closed session.

Item 6, Consent Items: Item 6.1 Minutes of the April 20, 2016 Special Meeting, Item 6.2 – Third Quarter Report, Item 6.3 – Approval of FY 2016-17 Final Budget, and Item 6.4 Approval of Agreement with R3 Consulting for JPA Analysis and Facilitation Services were approved.

Item 7, Rescission of the Certification of the Environmental Impact Report for Construction of the Central Disposal Site Compost Facility and Rescission of Approval of the Project: The Board approved of the resolution to rescind the approval of the compost site EIR and approval of the Central Disposal Site as the project.

Item 8, Analysis of Organic Material Management Scenarios: The Board directed staff to continue pursuing solutions to securing short term composting capacity while longer term solutions were developed, including the initiation of a Request for Qualifications process and negotiation with the Ratto Group for that organization to potentially secure short to medium term composting capacity.

Item 9, Attachments/Correspondence: The attachments/correspondence included the May-June 2016 Outreach Calendar, Letter of Support for state legislation related to secure drug take-back bins, and a sample letter sent by CalRecycle to all grocery stores which did not have a CRV buy-back recycling center in their convenience zone.

Staff Comments: Staff announced that the June 15, 2016 SCWMA Board of Directors meeting would take place at the City of Cotati "Cotati Room", 216 East School Street, Cotati and that SCWMA staff would be contacting City and County staff regarding the annual Letters of Authorization required for the Oil Payment Program.



To: Sonoma County Waste Management Agency Board Members

From: Patrick Carter, Executive Director

Subject: June 15, 2016 Board Meeting Agenda Notes

Consent Calendar

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

- 4.1 **Minutes of the May 18, 2016 Special Meeting:** regular acceptance.
- 4.2 **Approval of the Tenth Amendment to the Agreement with the City of Petaluma:** The agreement with the City of Petaluma for the Agency to provide HHW, education, and planning services and the City to provide payment for these services will expire on June 30, 2016 unless extended. The tenth amendment would extend the agreement expiration up to June 30, 2019, provided that the Agency is in existence beyond February 2017.

Regular Calendar

- 5. **Republic Services Annual Report of Landfill-Related Activities:** The County's Master Operating Agreement with Republic Services requires Republic to make a presentation to the SCWMA Board related to landfill and transfer station operations. The presentation by Republic staff fulfills that requirement.
- 6. **Approval of E-Waste Collection Events Agreement:** At the Board's direction, staff issued an RFP to secure the services of a contractor to perform free, convenient e-waste collection events on behalf of the Agency. Three proposals were received, and staff recommends the Board select Conservation Corp North Bay's (CCNB) proposal, and enter into an agreement with that organization.
- 7. **Approval of an MOU for a Regional C&D Facility Assessment RFP:** In an effort to improve Construction and Demolition material diversion, staff proposes to enter into a regional MOU to develop a certification protocol for C&D facilities. This MOU, which does not commit any Agency funds at this time, indicates the Agency's intention to participate in an RFP to select a contractor to develop the certification protocol. Staff recommends approval of the MOU.
- 8. **Attachments/Correspondence:** The Outreach Events Calendar for June and July 2016, a letter of opposition submitted by the Executive Director for AB 45, and a letter for support submitted by the Executive Director for AB 1419 are included. No action is required on these items.



Minutes of May 18, 2016 Special Meeting

The Sonoma County Waste Management Agency met on May 18, 2016, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California.

Present:

City of Cloverdale	Bob Cox	City of Santa Rosa	Gary Wysocky
City of Cotati	Susan Harvey	City of Sebastopol	Henry Mikus
City of Healdsburg	Brent Salmi	City of Sonoma	Madolyn Agrimonti
City of Petaluma	Dan St. John	County of Sonoma	Johannes Hoevertsz
City of Rohnert Park	Pam Stafford	Town of Windsor	Deb Fudge

Staff Present:

Agency Counsel	Ethan Walsh	Staff	Lisa Steinman
Executive Director	Patrick Carter		Felicia Smith

1. Call to Order Regular Meeting

The meeting was called to order at 8:30 a.m.

2. Closed Session

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Agency Counsel

3. Adjourn Closed Session

Chair Pro Tem Mikus, City of Sebastopol, stated there was no reportable action out of closed session.

4. Agenda Approval

The agenda for the meeting of May 18, 2016 was approved.

5. Public Comments (items not on the agenda)

None.

Consent (w/attachments)

6.1 Minutes of April 20, 2016 Special Meeting

Susan Harvey, City of Cotati, made a motion to accept item 6.1. Madolyn Agrimonti, City of Sonoma, seconded the motion.

Vote Count:

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

AYES -7- NOES -0- ABSENT -0- ABSTAIN -3-

Motion passed.

6.2 Third Quarter Financial Report**6.3 Approval of FY 2016-17 SCWMA Final Budget****6.4 Approval of Agreement with R3 Consulting for JPA Analysis and Facilitation Services**

Ms. Agrimonti made a motion to approve items 6.2-6.4. Ms. Harvey seconded the motion.

Vote Count:

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

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

Motion passed unanimously.

Regular Calendar**7. Rescission of the Certification of the Environmental Impact Report for Construction of the Central Disposal Site Compost Facility and Rescission of Approval of the Project**

Patrick Carter, Executive Director, discussed the staff report for the Board to consider rescinding the certification of the Environmental Impact Report for Construction of the Central Disposal Site Compost Facility and to rescind Approval of the Central Disposal Site of the Project and staff's conclusion that this action was necessary for the reasons discussed in the attached press release

Gary Wysocky, City of Santa Rosa, indicated his disapproval of this outcome and noted that he would be voting no.

Debra Fudge, Town of Windsor, Ms. Harvey, Ms. Agrimonti, and Chair Pro Tem Mikus lamented the situation but expressed optimism for future solutions to dealing with green waste.

Pam Stafford, City of Rohnert Park, made a motion to approve the staff recommendation. Bob Cox, City of Cloverdale seconded the motion.

Vote Count:

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

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

Motion passed.

8. Analysis of Organic Material Management Scenarios

Mr. Carter summarized the staff report regarding the future of handling green waste in Sonoma County, including the complexities of the expiration of the Agency, the potential for individual members to direct haul green waste, and the potential to release a Request for Qualifications to determine parties for developing or securing long term green waste processing capacity.

Ms. Fudge, Mr. St John, Ms. Harvey, and John Sawyer, City of Santa Rosa, commented and asked on whether this process would be compatible with multiple smaller sites throughout the county, how the capacity would be secured, how it would tie into the work to be done by R3 Consulting, the timeframes for securing capacity, and how the City of Santa Rosa will get the information it needs to decide its future participation in the Agency.

Mr. St. John discussed the City of Petaluma's process for its due diligence, the need for only one member to commit to a one year extension, and his belief the Agency should be extended at least five years to facilitate effective contracts.

Public Comments

Pam Davis, Sonoma County resident, stated she was aware of the importance of economies of scale in terms of getting longer term agreements for transportation and composting of yard debris and noted that there were members in the community interested in local solutions, and cautioned against tying up the flow for one to three years, because it could make it more difficult for other entities exploring options to develop new local composting facilities.

Allan Tose, Site 40 Representative, stated his belief that of the sites studied by the Agency, Site 40 was the only usable site. Mr. Tose stated that technology had changed and the work done by the Agency was now obsolete. Mr. Tose stated that according to his consultant, a state of the art facility to handle all of Sonoma County's needs on Site 40 would cost approximately \$25 million. Mr. Tose added he would have a proposal for the Agency.

Martin Mileck, Cold Creek Compost, stated that Cold Creek Compost was built as a regional facility that would include Mendocino and the surrounding counties. Mr. Mileck stated the prices were low due to the economies of scale, and he believed Cold Creek Compost had the lowest tip fee to which the Agency was sending material. Mr. Mileck believed there could be improvement in trucking fees if there was a backhaul of finished compost. Mr. Mileck noted this would require long term contracts. Mr. Mileck added the material from Sonoma County was the most contaminated material they were taking in.

Mr. St. John made a motion to accept the staff recommendations. Ms. Fudge seconded the motion.

Vote Count:

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

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

Motion passed.

9. Attachments/Correspondence:

- 9.1 Outreach Calendar for the next month and a half.
- 9.2 Letter of Support for SB 1229
- 9.3 CalRecycle Letter Regarding CRV situation

10. Boardmember Comments

Chair Pro Tem Mikus inquired about the hiring process for the Waste Management Specialist position.

Mr. Carter did not believe the hiring freeze will affect the recruitment. They are currently planning to advertise on June 20, 2016 and by the end of the week, the position will be open. Hopefully, someone will be hired by late July 2016.

Mr. St. John complimented Agency counsel, Ethan Walsh, on his one-year anniversary with the Agency. He hopes the relationship will continue in a positive direction.

11. Staff Comments

Mr. Carter reminded the Board that the June meeting would take place in Cotati, and would provide other reminders as the meeting date approached.

Ms. Steinman discussed the application for the Oil Payment Program, and that she would be requesting a letter of authorization from each member.

12. Next SCWMA meeting: June 15, 2016

13. Adjourn

The meeting was adjourned at 9:43 a.m.

Submitted by
Bonnie Steele



Agenda Item #: **4.2**
Cost Center: **All**
Staff Contact: **Carter**
Agenda Date: **6/15/2016**
Approved by

ITEM: Approval of the Tenth Amendment to the Agreement with the City of Petaluma

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of Tenth Amendment to the Agreement with the City of Petaluma for Household Hazardous Materials Facility Use.

II. BACKGROUND

On November 17, 2004, the Agency Board authorized the Chair to sign an agreement with the City of Petaluma in which the Agency provided Household Hazardous Waste (HHW) services to Petaluma residents for calendar year 2005. The cost for this service was paid directly by the City of Petaluma, instead of through the tipping fee surcharge, as Petaluma's solid waste bypasses the County disposal system. The agreement was subsequently amended on November 16, 2005, April 19, 2006, May 16, 2007, May 21, 2008, May 20, 2009, May 19, 2010, May 18, 2011, June 20, 2012, and December 17, 2014. The amendments expanded the scope of the agreement to include all Agency programs, not just HHW.

III. DISCUSSION

This amendment to the agreement would extend the term to June 30, 2019, if the Agency exists up to or beyond that date. No sections other than the term were modified.

IV. FUNDING IMPACT

There are no funding impacts resulting from the approval of this item. Failure to approve this item would create revenue shortfalls and would result in additional staff time necessary to develop a protocol to restrict Petaluma residents from receiving Agency services.

V. ATTACHMENTS

Tenth Amendment to the Agreement with the City of Petaluma

TENTH AMENDMENT TO AGREEMENT

Household Hazardous Waste and AB 939 Program Services

This Tenth Amendment to Agreement, effective the 1st day of July, 2016, ("Effective Date"), is made and entered into by and between the City of Petaluma, a municipal corporation and a charter city, hereinafter referred to as "CITY," and the Sonoma County Waste Management Agency, a joint powers agency, hereinafter referred to as "AGENCY."

WHEREAS, CITY and AGENCY entered into an Agreement effective January 1, 2005 and terminating on January 1, 2006, governing the use of AGENCY's Household Hazardous Waste Facility (hereinafter the "Agreement"); and

WHEREAS, CITY and AGENCY approved the First Amendment to the Agreement to extend the term of the Agreement for an additional six (6) months, until June 30, 2006; and,

WHEREAS, CITY and AGENCY approved the Second Amendment to the Agreement to (1) add additional services for compliance to the requirements mandated by AB 939, (2) compensate the AGENCY for services managed and performed by the AGENCY, and (3) extend the term of the Agreement for an additional twelve (12) months, until June 30, 2007; and,

WHEREAS, CITY and AGENCY approved the Third Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2008; and,

WHEREAS, CITY and AGENCY approved the Fourth Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2009; and,

WHEREAS, CITY and AGENCY approved the Fifth Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2010; and,

WHEREAS, CITY and AGENCY approved the Sixth Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2011; and,

WHEREAS, CITY and AGENCY approved the Seventh Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2012; and,

WHEREAS, CITY and AGENCY approved the Eighth Amendment to the Agreement to extend the term of the Agreement for an additional thirty-six (36) months, until June 30, 2015, and,

WHEREAS, CITY and AGENCY approved the Ninth Amendment to the Agreement to extend the term of the Agreement for an additional twelve (12) months, until June 30, 2016, and,

WHEREAS, CITY and AGENCY wish to amend the Agreement for a tenth time to adjust the compensation to the AGENCY by the CITY and extend the term of the agreement through the earlier of the expiration of the term of the joint exercise of powers agreement establishing the AGENCY, or June 30, 2019.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in

this Tenth Amendment, AGENCY and CITY agree as follows:

Section 2. Section 3 of the Agreement, "Term," is amended to read as follows:

3. **Term.** The term of this Agreement commences on the effective date of January 1, 2005 and terminates at midnight on the earlier of June 30, 2019 or the date upon which the Agreement between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues, as it may be amended from time to time, expires, unless extended or terminated sooner pursuant to the provisions of this Agreement.

Section 3. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Tenth Amendment to the Agreement to be executed as of the date first set forth above.

CITY OF PETALUMA

SONOMA COUNTY WASTE MANAGEMENT AGENCY

City Manager

Agency Chair

APPROVED AS TO FORM:

Agency Counsel

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED:

Risk Manager

APPROVED:

Finance Director



Agenda Item #: **5**
Cost Center: **All**
Staff Contact: **Smith**
Agenda Date: **6/15/2016**
Approved by

ITEM: Republic Services Annual Report of Landfill-Related Activities

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This agenda item is informational. No action is required by the Board at this time.

II. BACKGROUND

As stated in the Master Operating Agreement, Republic Services is required to provide an annual report to the Board and the Waste Management Agency.

III. DISCUSSION

Republic Services will be fulfilling their contractual obligation by providing an update on the progress made towards achieving the goals established in the Agreement. The report may include topics such as diversion goals, greenhouse gas reduction, commercial food waste programs and any new activities and programs.

IV. FUNDING IMPACT

No funding impacts.

V. ATTACHMENTS

Presentation to be distributed at the meeting



Agenda Item #: **6**
Cost Center: **HHW**
Staff Contact: **Steinman**
Agenda Date: **6/15/2016**
Approved by

ITEM: **Approval of E-waste Collection Events Agreement**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends awarding Conservation Corps North Bay, the highest ranking Proposer, the Contract for E-waste Collection Event Services from June 18, 2016 through February 11, 2017, with up to three annual extensions upon mutual agreement.

II. BACKGROUND

The Sonoma County Waste Management Agency (Agency) has been holding electronic waste (E-waste) collection events since 2007. These events provide opportunities for residents and businesses of Sonoma County to bring electronics to convenient locations throughout Sonoma County for proper recycling. The Agency has an agreement with Goodwill Industries of the Redwood Empire to hold E-waste collection events which will expire on June 17, 2016.

On April 20, 2016, the Agency Board approved issuance of a Request for Proposals (RFP) for an E-waste Collection Events Services Contract to begin on June 18, 2016 through February 11, 2017, with up to three annual extensions upon mutual agreement, which extensions may be authorized on behalf of the Agency by the Agency Executive Director, and directing staff to return with a recommendation for a selected E-waste Contractor.

III. DISCUSSION

On April 26, 2016, the Agency issued a RFP for Electronic Waste Collection Event Services. Three proposals were received by the deadline of May 23, 2016. Proposals were received from 1) Conservation Corps North Bay (CCNB), Cotati, CA, 2) Goodwill Industries - Redwood Empire (GIRE), Santa Rosa, CA, and 3) United Cerebral Palsy of the North Bay/Gone For Good Recycling (UCPNB), Fairfield, CA.

The proposals were reviewed and evaluated by the Agency Executive Director, Agency staff and a Contract/Procurement Manager from the County's General Services Department. Evaluations were based on thirteen questions which were included in the Proposed Scope of Services (see attached Scope of Services). The maximum possible score was 100 points. The final ranking was based upon the average scoring of the proposals from the three reviewers.

Of the three Proposers, CCNB was the highest ranking Proposer with a score of 87.7 points. Since March 2015, CCNB has been certified to collect E-waste through the Department of Toxic Substance Control and is an approved collector through CalRecycle. CCNB has conducted eleven E-waste collection events of varying sizes, with their largest collection event held at the Marin Civic

Center, where over 18,425 pounds of E-waste was collected from 232 attendees. CCNB have staffed E-waste collection events here in Sonoma County in partnership with GIRE for the Agency's E-waste events. In addition to E-waste collection, CCNB is also offering to accept used automobile tires and motorcycle tires at the events and will provide added outreach and advertising for all events.

Although CCNB has not been operating as an E-waste Collector as long as the current Contractor (GIRE), the evaluation panel believes that CCNB is well qualified to provide E-waste collection event services in partnership with the Agency. A table listing all three Proposers and their ranking is included in this staff report as the Request for Proposals-Comparison Spreadsheet.

Payment/Charge for Service

CCNB proposed no payments or charges for the E-waste collection event services. From a financial perspective, this is the best proposal.

GIRE proposed no payment to the Agency for the collected material and requested the Agency pay minimum wage (salary only) for two GIRE employees to work the E-waste events, or that the Agency provide the labor.

UCPNB proposed to charge the Agency \$5,000 each day per collection event and pay the Agency \$0.06 per pound for all covered electronic waste received during the two day events.

IV. FUNDING IMPACT

Senate Bill 20 and Senate Bill 50 attach a fee to purchases of computers and televisions and provide funds to approved recyclers, who then provide a portion of that money to official E-waste collectors. The E-waste collection events have historically provided revenue to the Agency through the California Covered Electronic Waste Recovery and Recycling Payment Program. However, as a result of commodity and incentive payments dropping below the cost of recycling the E-waste, the trend is that recyclers are no longer able to pay Collectors for E-waste collected through events where there are overhead costs to the Recycler. CCNB's proposal of no payments or charges would provide the lowest cost to the Agency to hold E-waste collection events. Residents participating in these events would not be charged for this service.

Agency staff time needed to coordinate and manage this effort has been minimal since the Contractor provides the labor for this program. The Agency's main costs to hold events come from advertising, which was included in the FY 2016/17 Budget. CCNB has proposed to assist the Agency with outreach and advertising which is expected to diminish the amount to be spent on advertising by the Agency.

V. ATTACHMENTS

1. Request for Proposals-Comparison Spreadsheet
2. Draft Agreement with Conservation Corps North Bay (Including Exhibit A, Scope of Services)
3. Conservation Corps North Bay Resolution

SCWMA E-WASTE COLLECTION EVENT SERVICES

REQUEST FOR PROPOSALS - COMPARISON

Proposer	Question #s	1. Collection Services	2. Qualifications & Experience	3. Local and/or Non-Profit	4. Notification Time	5. Duration of Events	6. Collection Hours	7. Items Collected	8. Payment/ Charge	9 Locations of Venues	10 Contingency Plan for Rain	11 Final Destination/ Market	12 Additional Support	13 Existing Advertising	14 Exceptions & Changes	TOTAL
	Max Points Responsive Yes or No?	12	12	5	3	3	3	12	15	7	5	15	4	4		
Conservation Corps North Bay	YES	11	8.33	5	3	2.67	3	11.67	10	6.33	4.67	14.33	4	3.67	No	87.7
Goodwill Industries of the Redwood Empire	YES	11.33	10.67	5	2.33	2.33	2	11.67	6.67	6.33	2.33	14.67	3.33	3.33	No	82
United Cerebral Palsy North Bay/ Gone for Good Recycling	YES	9.67	10	5	2.33	2.67	2	10.67	3	6	3.67	9.33	2.67	2.67	No	69.7

Scores for each category are based on the average of the combined scores from three evaluators.

AGREEMENT FOR ELECTRONIC WASTE COLLECTION EVENT SERVICES

This agreement ("Agreement"), dated as of _____, 2016 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and Conservation Corps North Bay (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in Electronic Waste ("E-Waste") Collection Event Services and related services; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to hold E-Waste Collection Events.

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. This Agreement is entered into for the purpose of establishing a contract for E-Waste Collection Event Services. Contractor shall perform services as defined in Exhibit "A", Proposed Scope of Services.

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

1.3 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.

1.4 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. Payment. Contractor shall pay Agency in accordance with Exhibit "A" which sets out the payment terms.

Should the State of California change the collector and/or recycler payment system, Contractor and Agency shall renegotiate the payment terms in this Agreement. Additionally, because there is not currently a State payment program in place for payment for universal waste electronic devices ("UWEDs"), if at any point during the term of this Agreement, the State of California enacts legislation or the Department of Resources Recycling and Recovery (CalRecycle), or any other State agency adopts regulations providing for reimbursement of the costs of managing universal waste electronic devices or consumer electronic wastes devices, however they are labeled, Contractor and Agency shall renegotiate the payment terms in this Agreement.

3. Term of Agreement. The term of this Agreement shall be from June 18, 2016 to February 11, 2017, with up to three annual extensions upon mutual agreement, which extensions may be authorized on behalf of the Agency by the Agency Executive Director, 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, 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 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. 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.

6.5 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 B-100
Santa Rosa, CA 95403
Phone: (707) 565-3632
FAX: (707) 565-3701

Consultant: Name Conservation Corps North Bay
Attention: Eli Goodsell
Address: 27 Larkspur Street
San Rafael, CA 94901
Phone: (415) 454-4554
Fax: (415) 454-4595

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:

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, SCWMA

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

Electronic Waste Collection Events

Exhibit A

Scope of Services

The Contractor shall provide all waste collection services needed for the operation of successful Electronic Waste Collection Events. Services will include all staffing, necessary packaging, materials, transportation, and equipment. The Contractor is expected to perform all collection, transportation, and processing services consistent with all local, state, and Federal laws and regulations.

The Contractor shall be required to hold monthly E-waste collection events. Rain or shine, collection events shall be held as scheduled. Event locations should vary to most conveniently serve population centers and the unincorporated areas of Sonoma County. The Contractor shall provide the necessary venues to host the events.

To enable the Sonoma County Waste Management Agency (SCWMA) to evaluate potential Electronic Waste Collection Event Contractors, please address each of the items below. The RFP evaluation committee will evaluate the Proposals based on completeness of answers to the items below and use of the following scoring criteria. Each item (1-13) will be scored with a maximum score of 100 points being possible. Proposals must score at least 75 points to be considered for the contract.

- (1) **(12 points)** Please list in detail the collection services proposed to be provided in connection with the SCWMA Electronic Waste Collection Events.

Conservation Corps North Bay (CCNB) will provide the following services for all SCWMA Electronic Waste Collection Events:

- Any pre event logistics including, but not limited to:
 - Event marketing (see question 12 for more info)
 - Site visits to assess best set up for events
 - Site specific trainings for event staff
 - Ordering any supplies needed for specific site/event
- A minimum of 5 employees, with a goal of 7 employees on weekend days (Saturday, Sunday) during an E-waste collection event.
- A minimum of 4 employees, with a goal of 6 employees on weekdays (Monday-Friday) during an E-waste collection event.
- Provide all E-waste event materials including (but not limited to):
 - Trucks
 - First aid, safety gear, uniforms
 - Pallets, gaylord boxes, shrink wrap, tape, etc.
 - Signage
 - Pallet jacks and hand trucks
 - Shade canopies, water, snacks
 - CRT cleanup kits
- Provide education to event attendees, which include distribution of Sonoma County Recycling Guides. Education will be provided in English and Spanish as

- available (CCNB currently has 10 bilingual employees on staff).
- Collect used tires from residents at E-waste event dates agreed upon by SCWMA and CCNB.
- Remove all material off site to ensure site is left as clean (if not cleaner) than before event
- Conduct tracking of event attendees and E-waste weights
- Compile and submit reports to SCWMA and any other requested entity

- (2) **(12 points)** Please describe the Proposer's qualifications and experience as an E-waste collector and/or recycler. Include information on approximate pounds of E-waste collected during a single event. Please specify the duration of the event.

Since March 2015, CCNB has been certified to collect E-waste through the Department of Toxic Substance Control and is an approved collector through CalRecycle. CCNB has conducted 11 E-waste collection events of varying sizes. Our CEWID number is 105496.

The largest collection we held so far was at the Marin Civic Center, at which we collected over 18,425 pounds of E-waste from 232 attendees. The event was open to the public from 10 a.m. to 3 p.m. Surveys given to attendees resulted in a 100% positive feedback rating for this event.

CCNB also holds regular E-waste trainings for employees. Topics include General E-waste Knowledge, E-waste Collection and Sorting, Proper Clean-up of Broken CRT Glass, and Warehouse Safety. We also conduct tours of our E-waste recycler (ECS Refining) on an annual basis. We have spent a total of 22 hours training 55 employees and Corpsmembers, and will continue to provide consistent trainings.

- (3) **(5 points)** A maximum of 5 points will be given to Proposers who qualify as local and/or non-profit or partner with a non-profit for services proposed to be provided in connection with the SCWMA Electronic Waste Collection Events. Please specify which category below the Proposer qualifies as.

1. Proposer is a 501(c)(3) Nonprofit Corporation or Association and has a business location in Sonoma County, California. **(5 points)**

CCNB is a 501 (c)(3) Nonprofit Corporation with a business located at 365 Blodgett St, Cotati, CA 94931 (See Exhibit C)

- (4) **(3 points)** How much time is needed between notification to proceed and the first collection event?

14 days if the first collection location is already approved by DTSC.
35 Days if the first collection location is not already approved by DTSC.

- (5) **(3 points)** What will be the duration of the event? Please include the proposed days of the week the events are to be held on. **(1 of 3 possible points will be given if one of the event days includes a Saturday or Sunday.)**

CCNB will host a minimum of one E-waste collection event per month through the duration of the contract. Event duration will be no less than 8 hours on any given

day and events will take place during a Friday, Saturday, and sometimes Sunday.

CCNB is flexible on the days of the week that events are held and will defer to any preferences in scheduling from SCWMA. Fridays have been proposed to allow for commuters to easily drop off E-waste after work and would always be part of a two day collection event that extended into Saturday. Event days and times are flexible and can change at the discretion of SCWMA before or during the contract.

- (6) **(3 points)** What would be the collection hours for the event? (A full day, 8-9 hours will be given **3 points**, more than 9 hours will be given **2 points**, and less than 8 hours will be given **1 point**.)

Friday 11am - 7pm – for convenience of the work commute

Saturday 9am - 5pm

Sunday 9am-5pm (when scheduled)

- (7) **(12 points)** What items will be collected at the events? Please include all types of items proposed to be collected.

Acceptable Items:

- Televisions (CRT, LCD and Plasma)
- Computer Monitors (CRT and Plasma)
- Computers
- Laptops
- Servers
- Tablets
- Cellphones
- Telephones
- VCRs
- Radios
- Printers
- Small Electronics (ie Keyboards, Mice, CD Players, etc.)
- Large Electronics (ie Copier, Fax Machine, etc.)
- Small home appliances (ie Microwaves, Toasters, Tans, etc.)

Not Accepted:

- Large Household Appliances
- Lightbulbs
- Batteries
- Hazardous Waste
- Smoke Detectors

Other Acceptable Items:

The following items could be acceptable at events if approved by the County:

- Used automobile tires (from residents only, no businesses)
- Used motorcycle tires (from residents only, no businesses)

- (8) **(15 points)** How much would be paid (charged) to the SCWMA for recycling the materials described in question (7)? The payment (charge) should include all costs (recycling, labor, equipment, transportation, etc.).

No payments or charges will be associated with provided services associated

with the E-waste collections event services laid out in this proposal.

- (9) **(7 points)** Please list specific locations/addresses that can be provided as venues for E-waste collection events.

Locations that can be provided:

Redwood Credit Union
3033 Cleveland Ave.
Santa Rosa, CA 95403

Conservation Corps North Bay
365 Blodgett St.
Cotati, CA 94931

KBBF Radio Station
1700 Corby Avenue
Santa Rosa, CA 95407

Past locations where CCNB could host E-waste collection events:

Sonoma-Marin Fairgrounds
175 Fairgrounds Dr.
Petaluma, CA 94952

Park and Ride
Redwood Dr./Highway 116
Rohnert Park, CA 94928

Finley Community Center
2060 W. College Ave.
Santa Rosa, CA 95401

Walmart
6650 Hembree Lane
Windsor, CA 95492

Whole Foods
201 W. Napa Street
Sonoma, CA 95476

Rohnert Park Community Center
5401 Snyder Lane
Rohnert Park, CA 94928

Wells Fargo Center for the Arts
50 Mark West Springs Road
Santa Rosa, CA 95403

Oakmont Central Facility Parking Lot
6633 Oakmont Drive
Santa Rosa, CA 95409

Whole Foods Coddington Mall
390 Coddington Mall
Santa Rosa, CA 95401

Graton Fire House
3750 Gravenstein Hwy N
Sebastapol, CA 95472

Cloverdale Fairgrounds
1 Citrus Fair Drive
Cloverdale, CA 95425

Healdsburg Park & Ride
Grant Avenue and Healdsburg Avenue
Healdsburg, CA 95448

Is the Proposer willing to use locations that the SCWMA can provide? These locations include County-wide Park & Ride lots, Community Centers and Fairgrounds, City Corporation Yards, and Home Improvement Center parking lots.

Yes. CCNB will work with SCWMA to determine the most beneficial locations for E-waste collection events in Sonoma County.

- (10) **(5 points)** Please describe the Proposer's contingency plan for rain. How will the Proposer modify plans sufficiently to make sure the events are safe to proceed in wet weather?

All scheduled E-waste collection events will occur for the entirety of the scheduled time regardless of wet weather. CCNB has conducted multiple E-waste collection events in wet weather and maintains an inventory of supplies (highly visible rain gear, weighted event canopies, umbrellas), has proper equipment (grip taped lift gates, highly visible trucks and safety vests). CCNB also provides consistent wet weather safety trainings for all staff. CCNB will utilize a box truck during all E-waste collection events conducted in wet weather, which will ensure all E-waste collected stays dry.

- (11) **(15 points)** Describe, in detail, the final destination/market for collected items. In addition, please also address the following:

CCNB works with ECS Refining in Stockton, California to recycle collected E-Waste. All recycling is processed onsite at the ECS Refining facility. No non-working electronics are ever shipped outside of the U.S. E-waste. Material sent to ECS Refining is shredded in to small fragments that are optimal for the separation process. After shredding, material enters the separation line where it is separated into different commodity types. ECS Refining sells and distributes these commodities to manufacturers and producers.

- a) Will any of the items collected be recycled or reused? Please describe.

All E-waste items collected will be recycled by ECS Refining in Stockton, California. All packaging (cardboard boxes, plastic wrap, etc.) will be recycled by CCNB. With approval from the County, CCNB would be willing to collect reusable electronics to refurbish and redistribute to low income communities within the County.

- b) How are collected hard drives to be handled?
Collected hard drives are wiped to standards NIST 800-88 and DOD 5220.22-M or are physically destroyed by ECS Recycling. CCNB can also provide proof of destruction to event attendees (once E-waste is processed by ECS) if requested. All asset tags are also removed during processing by ECS.
- c) List any materials which are sent to the landfill or shipped overseas for processing.
No material is sent to the landfill or shipped overseas for processing. Once material is processed into commodities (plastic, metal, etc), ECS Refining sells and distributes the commodities to manufacturers and producers all over the world.

Preference will be given to Proposers who have obtained environmental, health and safety certifications or who use only Recyclers who have obtained certifications. **2 points** will be given for each category below (maximum **4 points out of 15**) to Proposers that:

1. have ISO 9000 or 14001 Environmental Management Systems

ECS has and maintains an ISO 14001 Environmental Management System. See Exhibit D for copy of certificate.

2. have obtained environmental, health and safety certifications. Provide a list of any current certifications or qualifications, for example the e-Stewards Certification (which includes ISO 14001 certification) or the e-Stewards Pledge.

ECS has obtained extensive certification and permitting for their E-waste recycling operations. Below is a list of all certifications and permits. See Exhibit D for copies of certificates and permits.

- R2 Certification
- e-Stewards Certification
 - ISO 14001 Certification
- OHSAS 18001
- CalRecycle
 - Registered E-waste Collector
 - Registered E-waste Recycler
- California Environmental Protection Agency
 - Standardized Hazardous Waste (TSD) Permitted
- Department of Toxic Substance Control
 - Hazardous Waste Transporter Permit
 - Appliance Recycler Permit
- Department of Food and Agriculture
 - Weighmaster License

- CA Department of Public Health
 - Radiation Permit
- CA Department of Motor Vehicles
 - Motor Carrier Permit
- Industrial Storm Water Permit
- San Joaquin County Environmental Health Department
 - Hazardous Waste Generator
- BAAQMD Air Emissions Permits
 - Permit to Operate
 - Electronic Device Shredding
 - Wood Grinding
 - CRT Tube Processing and Crushing
 - Appliance Recycler
- City of Stockton
 - Wastewater Discharge Permit
 - Fire Permit

(The score for item #11 will be based on assurance that the Proposer upholds the highest social and environmental standards in their business practices.)

- (12) **(4 points)** Describe any additional support the Proposer is willing to provide to assist in the organizing, advertising, marketing, and public outreach for the events. (Create and distribute press releases etc.)

Social Media Outreach: We currently have 225 Instagram followers and 1,108 Facebook followers. We will leverage our social media presence to announce E-waste collections to the public. We also have goals set to increase the number of followers on each social media platform that we use.

Email Outreach: CCNB's email listserve has 2,700 subscribers. We have utilized this listserve in the past to advertise E-waste collections in the past and we plan to continue leveraging this platform to announce any Sonoma E-waste collection events.

Vehicle Signage: Our vehicles travel over 50,000 miles per year and are visible in Sonoma County Monday – Friday. We can create custom signage for our vehicles to announce upcoming E-waste collection events.

Radio Outreach: CCNB has an existing relationship with KBBF radio station in Santa Rosa, on which we can announce upcoming E-waste collections to the Spanish speaking community in Sonoma County.

Event Outreach: CCNB Staff and CMs can wear vests that say “Ask Me About E-waste” while working events in Sonoma County. All Corpsmembers will be trained to inform the public about our services and upcoming E-waste collection events in Sonoma County.

Door to door Marketing: as permitted and approved by the SCWMA.

- (13) **(4 points)** What existing advertising products does the Proposer have available for use? (A frame signs and/or banners etc.)

Currently CCNB has several advertising products that we already utilize for E-waste collection events. The following is a list of advertising products we currently have available:

Vehicle Signage: E-waste signage on all CCNB Trucks directing the public to CCNB's and the Sonoma Waste Management Agency's websites.

Event Banners: Customizable/editable event banners highlighting specific E-waste event times and locations. Banners can be placed on vehicles, fencing, and roadsides.

A-Frame Signage: For day of advertising, we have A-frame signs that serve to control traffic as well as announce the event.

- (14) Does the Proposer have any exceptions or changes to the requested services or contract language? (An excessive number of requested changes to the contract language will be disfavored and may be a basis for non-awarding of the Agreement.)

No exceptions or changes to the contract language.

Electronic Waste Collection Events

Contract Language

INTENT

The Sonoma County Waste Management Agency (SCWMA) implements the following criteria as due diligence to increase the oversight of electronics recycling and to assure legal, safe and beneficial recycling occurs with Sonoma County's electronic waste. All material collected through the Contract shall be handled by a Recycler who meets the following criteria. The following criteria must be included in the successful Proposer's contract.

Contract Requirements

1. Contractor shall be 1) an Approved Recycler with the State of California Department of Resources Recycling and Recovery (CalRecycle) and maintain this designation throughout the term of the contract or 2) registered with CalRecycle as an authorized E-waste Collector and partner with an Approved Recycler with the State of California, and both the Collector and the Approved Recycler must maintain this designation throughout the term of the contract. Loss of Approved Recycler and Collector designation shall be considered a breach of the contract.
2. The Contractor shall comply with all Federal, State, and Local Regulations.
3. The Contractor shall not allow any characteristically hazardous material accepted to be sent to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries.
4. The Contractor is to assure that all materials that test as characteristic hazardous waste under California Law remain within the United States until the waste has been processed to the point at which it can be considered a commodity ready for use in a new product. This requirement applies to all characteristic materials, including those with exemptions, such as circuit boards.
5. To ensure integrity of the entire recycling chain, including downstream intermediaries and recovery operations such as smelters, the Contractor shall not utilize a company that is not in complete compliance with all applicable National, Regional and/or Local environmental and health and safety regulations.
6. For Contractor and each of the proposed subcontractors, include copies of all notices of violations, administrative orders, or other enforcement actions taken by any regulatory agencies during the past three years and within 30 days of any new violation during the term of this Agreement for Contractor and each of the proposed subcontractors. Also, provide copies of any letters of recommendation or other awards of recognition.
7. Contractor shall make all of its facilities and related documentation available to the SCWMA for onsite and paper audits by SCWMA or designated 3rd party auditor.

Additionally, Contractor must arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by SCWMA or designated 3rd party auditor.

8. Contractor shall provide a downstream chain-of-custody-and-disposition report of all waste collected within ninety (90) days of the collection event. The downstream report shall include both hazardous and non-hazardous components, including but limited to, Identity of vendor(s) who purchase final recovered materials, and a description of each material's final reuse or disposition by volume and composition.
9. Contractor shall provide Agency staff with a list of Contractor's "Down-Stream Vendors", identified by material processed, and shall provide written notification to Agency of any change to the list. Contractor shall provide thirty (30) days notice to Agency of any change to the list that is initiated by Contractor and seven (7) days notice of any change not initiated by Contractor.
10. Contractor shall not utilize prison labor for recycling of E-waste or its components either directly or through intermediaries.

RESOLUTION NO.:

DATED: June 15, 2016

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") AUTHORIZING AN AGREEMENT WITH CONSERVATION CORPS
NORTH BAY ("CONTRACTOR") FOR ELECTRONIC WASTE (E-WASTE)
COLLECTION EVENT SERVICES.

WHEREAS, Contractor represents that it is duly qualified and experienced in
Electronic Waste ("E-Waste") Collection Event Services; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is
necessary and desirable to employ the services of Contractor to hold E-Waste Collection
Events.

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 Conservation Corps North Bay for E-Waste Collection Event
Services to begin on June 18, 2016 through February 11, 2017, with up to three annual
extensions upon mutual agreement, which extensions may be authorized on behalf of
the Agency by the Agency Executive Director.

MEMBERS:

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

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

SO ORDERED

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

ATTEST:

DATE:

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



Agenda Item #: 7
Cost Center: All
Staff Contact: Carter
Agenda Date: 6/15/2016
Approved by

ITEM: Approval of an MOU for a Regional C&D Facility Assessment RFP

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the Memorandum of Understanding authorizing the Agency to participate in a Request for Proposals to develop a regional C&D Facility assessments process.

II. BACKGROUND

According to the 2014 Waste Characterization Study, Construction and Demolition (C&D) materials comprise nearly 20% of landfilled waste in Sonoma County, or approximately 50,000 tons per year. Increased diversion of C&D wastes has been identified by staff and this Board as an area for additional staff effort in the current and subsequent fiscal years. Construction and demolition projects within cities and counties in California must meet diversion requirements under the California Green Building Standards Code (CalGreen), unless the jurisdiction has adopted more stringent requirements. Though C&D ordinances have been prepared and discussed by the Agency in the past, there has been no recent concerted effort to establish uniform C&D rules in Sonoma County.

Agency staff has been in discussion with its colleagues in the Bay Area regarding improving C&D diversion for several months. The results of those discussions culminated in a process to seek proposals from companies which would develop a protocol to certify facilities which accept C&D materials. The first step in that process is to enter into an MOU to work with the regional partners on this subject.

III. DISCUSSION

Staff believes the certification of facilities which accept C&D materials would be a helpful step in the process of increasing C&D diversion. Though processes are different in each city and the County, some proof of minimum diversion is required to meet the CalGreen requirements. Establishing a regional protocol for certifying facilities accepting C&D material would give project/permit applicants the ability to more easily provide documentation of meeting the diversion requirements rather than relying on tallying individual weight tags or requesting that the applicant self-certify compliance.

In other Bay Area jurisdictions with C&D ordinances, certification of facilities is often done jurisdiction by jurisdiction, with the potential for multiple jurisdictions to certify a single C&D facility. This duplicative effort can be costly to the certifying agency. The proposed MOU would avoid that burden for its participants, which are currently the Agency, RecycleSmart (Contra Costa County JPA), San Jose, and Sunnyvale (other jurisdictions are discussing the potential to opt in) with the goal of establishing a regional certification process. The ability to manage facility

certification on a regional basis would create greater efficiencies while still receiving the necessary information. If the regional partners proceed with development, initial contractor costs would be paid by the partners, including the Agency, and ongoing facility assessment costs paid by the facilities receiving the certification. The regional certification program will be financially self-supported by facility fees.

Through completion of the RFP process, there is no commitment for the Agency or any participating public agency to go forward with this program. Staff will return to the Board with results of the RFP and, depending on the results, a request for Board authorization for further participation.

IV. FUNDING IMPACT

There is no funding impact resulting from approval of the MOU. If, after the RFP process, a proposal is recommended for approval, additional costs are likely but exact amounts are unknown at this time. The eventual certification of individual facilities would be paid for by those individual facilities under the approach envisioned in this MOU.

V. ATTACHMENTS

Memorandum of Understanding: Request For Proposals for Regional C&D Facility Assessments

**MOU BETWEEN CENTRAL CONTRA COSTA SOLID
WASTE AUTHORITY (RECYCLES MART), CITY OF SAN
JOSE, CITY OF SUNNYVALE, SONOMA COUNTY
WASTE MANAGEMENT AGENCY, AND SOLANO
COUNTY REGARDING ISSUANCE OF AN RFP FOR C&D
FACILITY ASSESSMENT SERVICES**

This Memorandum of Understanding (MOU) between Central Contra Costa Solid Waste Authority, San Jose, Sonoma County Waste Management Agency, and Solano County is effective as of June 28, 2016.

1. Parties to the MOU: Central Contra Costa Solid Waste Authority, City of San Jose, City of Sunnyvale, Sonoma County Solid Waste Agency, and Solano County, collectively the “Participants.” At any point while this MOU is effective, other public agencies may become Participants, with the approval of all other Participants, by executing a copy of this MOU.
2. Purpose: There are a number of construction and demolition (C&D) debris recycling facilities within the San Francisco Bay Area to which the Participants direct C&D debris or identify as potential receiving facilities for C&D debris. The Participants wish to ensure that these recycling facilities are properly recycling the material and have an acceptable diversion rate. Some of the Participants have individually previously conducted assessments of C&D recycling facilities in their jurisdictions.

The Participants now wish to issue a request for proposals (RFP) to solicit responses from consultants who can develop and implement an assessment process for C&D recycling facilities that can be used in all their jurisdictions. This MOU outlines the responsibilities of the Participants in issuing an RFP and selecting a consultant.

No funds are committed by the execution of this MOU. In addition, nothing in this MOU obligates any Participant to ultimately hire the consultant that may be selected by the rest of the Participants.

3. Division of Costs: The Participants agree that any staff costs of participation in this MOU and to support the RFP process will be borne by those Participants individually.
4. Division of Responsibility Regarding Creation and Issuance of RFP, and Selection of Consultant:

- a. The Participants, in collaboration, have developed, or are in the process of developing, an RFP.
 - b. Sonoma County Waste Management Agency, with support from other Participants, will be responsible for distributing the RFP to potential responders, collecting the responses, and distributing the responses via email to the rest of the Participants.
 - c. Staff from each Participant will review the RFP responses.
 - d. The Participants will then meet to conduct interviews of the respondents. Interviews may be conducted with respondents telephonically.
 - e. After the interviews, the Participants plan to meet again in person to evaluate the respondents and discuss the selection of a consultant.
5. Schedule: The proposed schedule for the RFP process is outlined in the RFP.
6. Modification of MOU: This MOU shall be subject to modification only by a subsequent written MOU executed by the Participants.
7. Withdrawal: Any Participant may withdraw from this MOU at any time.
8. Termination: This MOU will terminate after the selection of a Consultant, or upon agreement of all Participants. If the Participants decide to extend their relationship after selection of a Consultant, a new agreement will be created.
9. Indemnification: Each Participant agrees to defend, indemnify and hold harmless the other Participants (including their officers, employees and agents) against any claim, loss or liability arising out of or resulting in any way from the willful misconduct or negligence of such Participant in the execution of this MOU or the RFP process. Nothing contained herein shall be construed as a waiver of any immunities or defenses that a Participant may have under applicable provisions of law. This provision shall survive expiration or termination of this MOU.
10. CEQA: This MOU is statutorily exempt from CEQA pursuant to CEQA Guideline 15262, and/or is exempt pursuant to CEQA Guideline 15061(b)(3).

IN WITNESS WHEREOF, the Participants hereto have caused this MOU dated June 28, 2106 to be executed in duplicate by officials who the respective Participants covenant have full authority to execute this MOU.

APPROVED AS TO FORM:

CENTRAL CONTRA COSTA SOLID WASTE
AUTHORITY

Dated:_____

By:_____

APPROVED AS TO FORM:

CITY OF SAN JOSE

Dated:_____

By:_____

APPROVED AS TO FORM:

CITY OF SUNNYVALE

Dated:_____

By:_____

APPROVED AS TO FORM:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

Dated:_____

By:_____

APPROVED AS TO FORM:

SOLANO COUNTY

Dated:_____

By:_____

2635325.2



Agenda Item #: **8.1**
 Agenda Date: **6/15/2016**

ITEM: **Outreach Calendar June – July 2016**

June 2016 Outreach Events

Day	Time	Event
1	5 PM – 8:30 PM	Santa Rosa Downtown Wednesday Market – Santa Rosa
4	9 AM – 1 PM	Paintcare Drop Off Event – Santa Rosa
7	4 PM – 8 PM	Community Toxics Collection – Bodega Bay
8	3 PM – 4 PM	Recycling Training at Lancaster Estates - Healdsburg
10	1:30 PM – 4:30 PM	Korbel EH&S Fair – Guerneville
11	11:00AM-1:00PM	Master Gardener Composting & Vermicomposting Workshop, Windsor Community Garden
13	1 PM – 2 PM	Recycling Training with Kashia Band – Santa Rosa
14	4 PM – 8 PM	Community Toxics Collection – Santa Rosa, NW
15	5 PM – 8:30 PM	Santa Rosa Downtown Wednesday Market – Santa Rosa
18	10:00AM-12:00PM	Composting & Vermicomposting Workshop, Bayer Farm, Santa Rosa (SPANISH ONLY)
18	11 AM – 1 PM	Rancho Feliz Family Resource Fair and Barbeque– Rohnert Park
21	4 PM – 8 PM	Community Toxics Collection – Petaluma
25	11 AM – 3 PM	Feria de Salud Univison 14 y Reto 28, Sana rosa
22-26	1PM – 10 PM	Sonoma-Marin Fair – Petaluma Fairgrounds
28	4 PM – 8 PM	Community Toxics Collection – Kenwood
29	10 AM– 11 AM	Dynamic Earth Day at Summer Camp – Petaluma

July 2016 Outreach Events

Day	Time	Event
5	4 PM – 8 PM	Community Toxics Collection – Cloverdale
9	11 AM – 1 PM	Master Gardener Composting & Vermicomposting Workshop, City of Santa Rosa Water Department
12	4 PM – 8 PM	Community Toxics Collection – Santa Rosa, NE
16	9 AM – 11:30 AM	Master Gardener Composting & Vermicomposting Workshop - Sonoma Garden Park, Sonoma
17	10 AM – 6 PM	La Guelaguetza Sonoma County at the Wells Fargo Center– Santa Rosa

19	4 PM – 8 PM	Community Toxics Collection – Sonoma
22-29	11 AM – 10 PM	Sonoma County Fair – Santa Rosa
25	9 AM - 11:00AM	Composting & Vermicomposting Workshop - Graton Labor Center, Graton (SPANISH ONLY)
26	4 PM – 8 PM	Community Toxics Collection –Rohnert Park

June 8, 2016

The Honorable Bob Wieckowski
Chair, Senate Environmental Quality Committee
State Capitol, Room 2
Sacramento, CA 95814

RE: AB 45 (Mullin) – Household Hazardous Waste: OPPOSE

Dear Senator Wieckowski:

The cities, counties, solid waste agencies, waste haulers, and organizations identified above are respectfully **OPPOSED** to **AB 45** by Assemblymember Mullin (D – South San Francisco). While this letter is written based on the version currently in print and prior versions for that matter, we would also respectfully request that the spirit of this letter be applied to any amended version of the bill, as reasonable and appropriate.

AB 45 in any of its iterations runs counter to internationally recognized producer responsibility principles and California legislative precedent set by paint, mercury thermostats, carpet, mattresses, and more. Simply put, the proponents of AB 45 are the opponents of these other measures and they have largely refused to come to the table in good faith to share in the responsibility for their product waste. They should not be rewarded with the passage of legislation that helps them avoid a serious conversation about what role manufacturers should play in mitigating the negative end-of-life consequences of the products they make and sell.

AB 45 is touted as a “comprehensive approach” to improving California’s collection and processing of household hazardous waste (HHW) when, in reality, it has been nothing of the sort. The first substantive version of the bill was an expensive and unfunded mandate on local governments to increase the collection of HHW. Then, the bill shifted slightly to mandate on local governments combined with an incentive to enact a comprehensive local ordinance on HHW. Next, the bill shifted completely after being held on the Assembly Appropriations Suspense File; the local government mandate was removed and a completely new concept was amended into the bill. Now, we have heard, but cannot get confirmation, that the bill will once again be amended before the Senate Environmental Quality Committee.

The current version of the bill consists of a mandate on local governments to divert additional products (household batteries and home-generated sharps and pharmaceuticals) from disposal in landfills with no share of responsibility by product manufacturers. This is accomplished by expanding the definition of “household hazardous waste” to include these and other items. Local governments are required by law to divert HHW from landfill, so the expanded definition results in an expanded mandate. The bill creates a process by which CalRecycle drafts model ordinances for local governments (which locals don’t want or need). The bill also references a non-profit organization, that does not need to be created, that would give grants to local governments to educate consumers about proper disposal of HHW. If the nonprofit is not created, then the entire bill is inoperative by 12/31/2018. This is not comprehensive; nor would it accomplish much of anything relative to the improved collection and management of HHW.

The proponents of AB 45 all have one thing in common – they are opposed to efforts, at the state and/or local level, to pass ordinances and legislation that would use a producer responsibility model to collect and manage products such as household batteries, home-generated sharps, and home-generated

Item 8.2

pharmaceutical waste. So it makes sense that nearly every version of AB 45 has either shifted more responsibility to local governments, preempted local authority, or undermined ongoing efforts on the local level.

The signatories to this letter want to speak with one voice:

1. We OPPOSE any efforts to undermine or preempt local regulatory authority relative to the collection and disposal/recycling of HHW. Local agencies are currently mandated by state law to ensure that HHW is diverted from disposal and properly recycled or managed. Cities and counties need flexibility in order to meet the state mandate.
2. We OPPOSE any new mandates on local governments to divert more HHW, or home-generated sharps or pharmaceutical waste. Local governments and rate payers do enough with brick and mortar collection points, curbside collection for some populations, and other events. We firmly believe that a producer responsibility paradigm should be enacted, not just to assist with the collection of dangerous products but also because it has been shown to result in source reduction.
3. We OPPOSE any efforts to undermine producer responsibility on the local and state levels. Many local agencies are passing producer responsibility ordinances on sharps and pharmaceuticals, and local and state jurisdictions have already passed similar ordinances and laws on other products.

It is for these reasons, and more that we strongly **OPPOSE AB 45** and respectfully urge you to **VOTE NO** when the bill is heard in the Senate Environmental Quality Committee.

Signed:

1. Alameda StopWaste.org Wendy Sommer, Executive Director
2. Alameda County Meds Coalition, Supervisor Nate Miley
3. Alameda County Hazardous Materials Facility, Bill Pollock
4. California Association of Retired Americans (CARA), Nan Brasmer, President
5. California Hepatitis C Task Force, Bill Remak, Chairman
6. California Refuse Recycling Council, John Kelly Astor & Josh Pane
7. California Resource Recovery Association, John Dane, Executive Director
8. Californian's Against Waste, Nick Lapis, Legislative Coordinator
9. California Product Stewardship Council, Heidi Sanborn, Executive Director
10. City of Clovis, Eric Zetz, Solid Waste Manager
11. City of Roseville, Carol Garcia, Mayor
12. City of Stockton, Gretchen Olsen, Solid Waste Manager
13. City of Torrance, Mayor Patrick J. Furey
14. County of Santa Barbara, Joseph Toney, Deputy County Executive Officer
15. County of Marin, RxSafe Marin, Dr. Matt Willis, MD, MPH, Public Health Officer
16. Del Norte Solid Waste Management Authority, Tedd Ward, Director & Ron Gastineau, Mayor, City of Crescent City
17. Delta Diablo, Gary W. Darling, General Manager
18. Goodwill Industries of San Francisco, San Mateo and Marin, Linda Pratt, Director of Sustainability
19. Green Sangha of Marin, Stuart Moody, Board President
20. Hope2gether Foundation, Sherrie L Rubin, Founder / Director
21. Los Angeles County Integrated Waste Management Task Force, Mike Mohajer
22. Los Angeles County Department of Public Works, Coby Skye

Item 8.2

23. Marin Household Hazardous Waste Facility, Kathy Wall, Household Hazardous Waste Coordinator
24. Marin County Pharmacist Association, Aglaia Panos Pharm D
25. Mojave Desert and Mountain Recycling Authority, John Davis, Administrator
26. Napa Recycling and Waste Services, Tim Dewey-Mattia, Public Education Manager
27. Upper Valley Waste Management Agency (Napa), Steven Lederer, Manager
28. Napa County, Alfredo Pedroza, Chairman, Board of Supervisors
29. National Coalition Against Prescription Drug Abuse, April Rovero, Founder
30. National Association of Hazardous Materials Managers, Brandon Nelson-Zarrah, President Gold Rush Chapter
31. National Association of Hazardous Materials Managers California Chapter, Ken Pereira
32. Napa Sanitation District Timothy Healy, General Manager
33. Pharmacy Planning Service Inc., Fredrick S. Meyer, R.Ph. MPH,FACA
34. Pharmacy Defense Fund, Heidi Meyer
35. Peninsula Sanitary Service, Inc., Julie Muir
36. Recology, Eric Potashner, Vice President & Sr. Director of Strategic Affairs
37. Russian River Watershed Association, Andy Rodgers, Executive Director
38. Sanitation Districts of Los Angeles County, Sharron Green, Legislative & Regulatory Liaison
39. San Joaquin County Department of Public Works, Kris Balaji, Director
40. Seventh Generation Advisors, Leslie Tamminen
41. Solid Waste Association of North America, Jason Schmeltzer, Legislative Affairs and Board
42. Sonoma County Waste Management Agency, Patrick Carter, Executive Director
43. Surfrider Foundation, Staley Prom, Staley Prom, Esq. Legal Associate
44. Western Placer Waste Management Authority, Bill Zimmerman, P.E. Deputy Executive Director
45. Zero Waste Marin, Marin County, Steve Devine, Program Manager
46. Marin Sanitary Service, Patty Garbarino, President
47. Teamsters Local 396, Ron Herrera, Secretary-Treasurer





June 3, 2016

Senator Bob Wieckowski, Chair
Senate Environmental Quality Committee
State Capitol
Sacramento, CA 95814
Fax: 916-322-3519

RE: AB 1419 (Eggman) CRT Glass – Strong Support

Dear Senator Wieckowski,

The Sonoma County Waste Management Agency is writing to express support for AB 1419 (Eggman) CRT Glass, which will help increase the sustainability of California's electronic waste recycling system by supporting the recycling of panel glass from old monitors and televisions.

The Sonoma County Waste Management Agency (Agency) is a joint powers authority of the nine incorporated cities and the County of Sonoma, whose mission is to promote waste diversion required by State law AB 939. The Agency's programs include household hazardous waste, composting, wood waste recycling, planning and solid waste education. The Agency currently hosts monthly electronic waste collection events and is concerned about the few recycling opportunities for CRT glass collected through this program and other programs throughout the country.

The bill will avoid the environmental risk inherent in the stockpiling and export of glass from TV monitors, by creating a recycling framework for CRT panel glass. This glass has been processed and rendered harmless for the vast majority of end-uses, and AB 1419 would clearly differentiate which recycling markets are appropriate for this material.

In previous years, more than half of the cathode ray tube glass generated in California was recycled back into CRT glass by a company located in India, Videocon. This option is no longer viable and is problematic because 1) the carbon emissions and footprint associated with shipping the material to a destination 8,000 miles away are high and 2) it is risky for recyclers to be bound to one downstream outlet, especially since due to a significant decrease in demand, Videocon stopped accepting glass last year, and only recently resume production of CRTs on a short term basis and are currently accepting highly controlled volumes of glass. However, they have stressed that this is very short term and unpredictable. Recyclers have responded began accumulating large volumes of CRT glass because they did not have any other recycling options that were approved by the DTSC to fall back on.

Therefore, it is important that California enact laws that are practical and achieve the objective of providing legitimate recycling outlets for electronic waste and CRT glass in order to prevent these materials from being stockpiled and/or landfilled if recycling options cannot be located.

Unfortunately, the present regulatory structure only serves to encourage landfill of CRT glass. Landfilling this commodity sets a bad precedent for the management of similar glass products (*e.g.*, non-RCRA Solar Panel Glass, Plasma Screen Glass, etc.) and undermines both investment in real recycling and the intent of the e-waste recycling law.

AB 1419 will enable California recyclers to develop markets for CRT panel glass to be made into products through industries that can beneficially use the glass after the panel glass is tested and passes CA's leachability tests. It will also enable California recyclers to offer environmentally sustainable recycling solutions on par with those offered by recyclers in the other forty-nine states, which will prevent stockpiling and landfill disposal.

Enactment of AB 1419 will be a significant and positive step toward realization of the goal of recycling of CRT glass. For those reasons, we respectfully urge your 'aye' vote in Senate Environmental Quality Committee Members.

Sincerely,

Patrick Carter
Executive Director, Sonoma County Waste Management Agency

CC: Members, Senate Environmental Quality Committee