

**Recycling and Waste Reduction Commission of Santa Clara County
December 17, 2012 Meeting Packet
5:00 p.m.
Isaac Newton Senter Auditorium
70 West Hedding Street
San Jose, CA 95110**

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Recycling & Waste Reduction Commission
of Santa Clara County

County of Santa Clara

RECYCLING AND WASTE REDUCTION COMMISSION OF SANTA CLARA COUNTY
Environmental Resources Agency
Department of Agriculture and Resource Management
Integrated Waste Management Division



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RECYCLING AND WASTE REDUCTION COMMISSION MEETING AGENDA

(*Denotes item on which action may be taken)

DATE: Monday, December 17, 2012 – **NOTE DIFFERENT DAY/DATE**
TIME: 5:00 P.M. – **NOTE EARLIER START TIME**
LOCATION: Isaac Newton Senter Auditorium, 70 West Hedding Street, San Jose, CA 95110

COMMUTE ALTERNATIVES: The Board of Supervisors encourages the use of commute alternatives including bicycles, carpooling, and hybrid vehicles. Public transit access is available to and from the County Government Center, 70 West Hedding St., San Jose, California by VTA bus lines *61, 62, 66, 181 and Light Rail. (*61 Southbound last trip is at 8:55 p.m. for this location.) For trip planning information, contact the VTA Customer Service Department at 408-321-2300 Monday through Friday between the hours of 6:00 a.m. to 7:00 p.m., and on Saturday from 7:30 a.m. to 4:00 p.m. Schedule information is also available on the web at www.vta.org.

Bicycle parking racks are available in the James McEntee, Sr., Plaza in front of the County Government Center building.

1. Call to Order and Introductions

2. Approval of Minutes from October 24, 2012 RWRC Meeting*

3. Public Presentation (3-minute limit)

This item is reserved for persons desiring to address the Commission on any matter not on this agenda. For members of the public who wish to address the Commission on any item not listed on the agenda this would be the appropriate time. The Chair will call individuals in turn. Speakers are limited to three (3) minutes. The Commission is not permitted action or extended discussion of any item not on the agenda except under special circumstances. If Commission action is requested, the Commission may place the matter on a future agenda. All statements that require a response will be referred to staff for reply in writing.

4. Organizational Structure Memorandum of Agreement (MOA)*

30 minutes

Presenter: Mark Bowers, City of Sunnyvale

Overview of the Organizational Structure MOA process

Moderator: Cerene St. John, It's A Natural Product, Inc.

Cerene St. John will discuss the MOA with the RWRC, answer questions and accept comments

Recommended Action: Accept report and provide further direction to staff.

5. RWRC 2013 Workplan

30 minutes

Presenter: Lisa Rose, RWRC Liaison

Overview of the workplan process

Moderator: James R. Griffith, Chair, Recycling and Waste Reduction Commission

RWRC will discuss and consider areas of focus and priorities for 2013

Recommended Action: Prioritize work plan items for 2013 based on the information presented in the draft TAC 2013 Workplan

Commissioners: James R. Griffith, Chair; Ronit Bryant, Kansen Chu, Susan Garner, Linda J. LeZotte, Jamie McLeod, Diane McNutt, Cat Tucker, Mike Wasserman, Gilbert Wong

6. TAC Minutes

5 minutes

Presenter: Dave Staub, Chair, Technical Advisory Committee
Approved October, November TAC Minutes attached
No action required – informational item only

7. Announcements/Future Agenda Items*

10 minutes

- 2013 Commission Roster (included in packet)
- Cities Association Selection Committee will appointment representatives to fill RWRC vacancies at their January 10, 2013 meeting
- 2013 Meeting Schedule (included in packet)

8. Adjournment

Next Meeting: Wednesday, February 27, 2013

AGREEMENT
CREATING THE SANTA CLARA COUNTY
RECYCLING AND WASTE REDUCTION
TECHNICAL ADVISORY COMMITTEE

THIS AGREEMENT, is made and entered into this _____ day of _____ 2013 by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California; CITY OF CAMPBELL, a municipal corporation of the State of California; CITY OF CUPERTINO, a municipal corporation of the State of California; CITY OF GILROY, a municipal corporation of the State of California, CITY OF LOS ALTOS, a municipal corporation of the State of California; TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California; TOWN OF LOS GATOS, a municipal corporation of the State of California; CITY OF MILPITAS, a municipal corporation of the State of California; CITY OF MONTE SERENO, a municipal corporation of the State of California; CITY OF MORGAN HILL, a municipal corporation of the State of California, CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California; CITY OF PALO ALTO, a municipal corporation of the State of California; CITY OF SAN JOSE, a municipal corporation of the State of California; CITY OF SANTA CLARA, a municipal corporation of the State of California; CITY OF SARATOGA, a municipal corporation of the State of California; and CITY OF SUNNYVALE, a municipal corporation of the State of California.

All of the above-mentioned entities are hereinafter collectively referred to as "PARTIES" or individually as "PARTY."

RECITALS:

- A. In 1989 the California Legislature passed and enacted the California Integrated Waste Management Act, known as "AB 939", (Public Resources Code Section 40000 et. seq) requiring jurisdictions to divert 25% of waste from disposal by 1995 and 50% of waste from disposal by 2000. AB 939 required each County to develop and periodically update a County Integrated Waste Management Plan and to appoint an AB 939 Local Task Force.
- B. Prior to 1992 the Solid Waste Committee of the Santa Clara County Intergovernmental Council advised the cities and the County on solid waste and recycling issues. The Technical Advisory Committee, also originally convened by the Intergovernmental Council, provided technical advice to the Solid Waste Committee on solid waste and recycling issues.
- C. On or about February 1992, the Santa Clara County Board of Supervisors and the cities in Santa Clara County designated the Solid Waste Committee of the Intergovernmental Council as the AB 939 Task Force for Santa Clara County.
- D. On February 4, 1992 the Santa Clara County Board of Supervisors replaced the Solid Waste Committee of the Intergovernmental Council with the Solid

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Waste Commission of Santa Clara County (“Commission”) in order to streamline the decision-making process on solid waste and recycling issues. (Ordinance No. NS-300.495) The powers and duties of the Commission are defined in Chapter XVII, Division A6 of the County of Santa Clara Ordinance Code.

- E. On December 4, 2001 the Santa Clara County Board of Supervisors approved Ordinance No. NS-300.658 changing the name of the Commission to the Recycling and Waste Reduction Commission of Santa Clara County.
- F. The Commission advises city councils and the Board of Supervisors in Santa Clara County on countywide solid waste and recycling planning issues and on the County Solid Waste Management Plan/County Integrated Waste Management Plan.
- G. The By-Laws of the Commission (also approved by the County Board of Supervisors on February 4, 1992) continued the existence of the Recycling and Waste Reduction Technical Advisory Committee (the “TAC”). The purpose of the TAC was to provide technical advice to the Commission on solid waste management and policy; to bring together a wide spectrum of viewpoints and expertise on countywide solid waste and recycling issues affecting individual jurisdictions; and to assist in development of policies, program and revisions and amendments to countywide plans.
- H. In accordance with the AB 939 provisions for financing solid waste diversion and planning activities, the County of Santa Clara levies and collects the Countywide Solid Waste Planning Fee (“SWPF”) on each ton of solid waste disposed at landfills located within the County, on tons taken to non-disposal facilities located within the county and subsequently transported for disposal to landfills outside Santa Clara County, and on tons transported directly to disposal facilities located outside Santa Clara County. The current SWPF of \$0.78 per ton was established by the County Board of Supervisors on May 19, 2009. Funds from the SWPF are used to fund the activities and programs of the Commission and the TAC.
- I. In 2011 the California Legislature passed and enacted Assembly Bill 341 (“AB 341”) establishing a statewide goal of diverting 75% of solid waste from disposal by 2020 and requiring The California Department of Resources, Recycling and Recovery to prepare and submit a plan to the Legislature on or before January 1, 2014 on how to achieve this statewide goal.
- J. Since the TAC was originally established, the field of solid waste management and recycling has become much more complex and the PARTIES must comply with an increasing number of laws and regulations. In order to achieve the statewide goal of 75% diversion, many materials currently disposed in landfills must be segregated and processed at new facilities, and channeled into useful purposes. New infrastructure and diversion systems must be implemented in order to accomplish this goal.

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- K. Commensurate with changes in the breadth and complexity of the solid waste and recycling field, the work and functions of the TAC have evolved over time to encompass not only providing advice to the Commission, but also developing, implementing and monitoring county-wide public education and diversion programs where it is cost-effective for the PARTIES to jointly provide such programs.
- L. The TAC requires expanded powers and authority to establish and monitor ongoing staffing support for these TAC-implemented programs as well as the power and authority to establish, monitor and audit the funding for these programs.
- M. In order to address these issues the Commission appointed the Ad Hoc Committee for TAC Organizational Study and the TAC appointed the TAC Ad Hoc Organizational Study Subcommittee. Pursuant to recommendations from these Committees, the County retained Arroyo Associates to conduct an independent Organizational Study. The study evaluated the countywide integrated waste management programs and services and provided operational and organizational recommendations to enhance the efficiency and effectiveness of the countywide solid waste management system. The Commission's Ad Hoc Committee held a meeting on May 29, 2012 with representatives of the TAC and the public to discuss the recommendations of the Organizational Study and options for restructuring the operating parameters of the TAC.
- N. The purpose of this Agreement is to implement the recommendations of the Commission's Ad Hoc Committee and the TAC Ad Hoc Subcommittee to revise the functions, powers, membership, structure and duties of the TAC to make these consistent with the manner in which the TAC currently functions; and to simplify the reporting relationship between the Commission and the TAC. Such changes are desired by the PARTIES in order to facilitate county-wide and regional approaches for meeting the statewide goal of 75% diversion articulated in AB 341; remaining in compliance with the existing requirements of AB 939, SB 1016 and all other state and federal laws and regulations, and planning for the goal of zero waste in the future.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. PURPOSES AND FUNDING

The Santa Clara County Recycling and Waste Reduction Technical Advisory Committee ("TAC") is hereby established to replace the Recycling and Waste Reduction Technical Advisory Committee referred to in Article V of the Commission Bylaws dated October 2001.

A. *Purposes.* The purposes of the TAC are:

1. To advise the Commission and the decision-making bodies of all PARTIES on technical and policy issues related to solid waste management and recycling including plans to achieve the statewide AB 341 goal of 75% diversion by 2020 and plans for working toward the goal of zero waste;
2. To bring together a wide spectrum of viewpoints and expertise to focus on

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- countywide solid waste management and issues affecting individual communities;
3. To assist in development of policies, programs and revisions and amendments to countywide plans that can meet countywide needs and thus receive countywide approval;
 4. To provide a forum for exchange of solid waste, recycling, composting and other diversion information;
 5. To inform the PARTIES' respective agencies and jurisdictions of issues and recommendations of TAC and the Commission, and perform follow-up actions, as necessary;
 6. To recommend Commission approval of countywide programs to maximize the effectiveness of local funds spent for public education and recycling programs, and to implement and monitor such programs.
 7. To assist with future master planning for facilities and infrastructure, as requested by the Commission.
 8. To perform technical and policy review and make recommendations to the Commission and the PARTIES concerning best practices in solid and hazardous waste management, recycling, composting, diversion programs, source reduction, litter reduction, and producer responsibility with regard to:
 - a. The feasibility of technical proposals;
 - b. Analysis of issues and problems in solid waste management;
 - c. Proposed and/or needed national and state legislation and policies;
 - d. New infrastructure required to achieve countywide goals, and;
 - e. Financing and management options for creation of such infrastructure.
 9. To perform other duties as directed by the Commission.

B. *Funding.* The TAC is funded by the Solid Waste Planning Fee ("SWPF") that is charged to customers by the operators of all disposal and non-disposal facilities located within the County of Santa Clara, and remitted, by those facility operators, to the County of Santa Clara. The SWPF is also charged on tons of solid waste that are hauled directly to out-of-county disposal facilities. The amount of the SWPF is established by the Board of Supervisors based upon input and recommendations from the Commission and the TAC Implementation Committee.

II. COMPOSITION

- A. Voting members, not to exceed 27 in number, shall include:
 1. One (1) from each City that is a PARTY
 2. Three (3) from the County. The County's current designees are:
 - a. One (1) from the Unincorporated Area
 - b. One (1) from the Department of Environmental Health
 - c. One (1) from the Integrated Waste Management Division
 3. One (1) from the Santa Clara Valley Water District
 4. Up to eight (8) from non-governmental organizations appointed by the Commission as follows:
 - a. No more than three (3) representing for-profit industry groups and/or business organizations (however no member shall represent a single for-profit company)

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- b. No more than four (4) representatives of non-profit groups that advocate for source reduction, recycling programs, sustainability, and/or producer responsibility
- c. No more than two (2) representatives of institutions of higher learning located within Santa Clara County

B. *Appointment of Members.* All members representing a public agency shall be re-designated annually via a letter on agency letterhead addressed to the Administrator. The Commission will accept requests and nominations for non-governmental organizations to serve on the TAC. The Administrator will publish a notice in the newspaper in September of every other year announcing that nominations and requests to serve are being accepted. The Commission will select the non-governmental organizations to be represented on the TAC. Those organizations will, in turn, submit a letter to the Administrator designating a member and an alternate. Members representing non-governmental organizations shall serve for a period of two (2) years beginning in January. At the end of that time the Commission shall select the non-governmental organizations to be represented on the TAC for the new two (2) year term. The initial group of non-governmental organization representatives will be selected by the Commission on or before December 31, 2013 and will begin serving their terms on January 1, 2014. The Administrator will publish a notice in the newspaper in September 2013 announcing that the Commission will consider nominations and applications for non-governmental organizations to be represented on the TAC.

C. *Alternates.* Each PARTY may designate one or more alternate representative(s) to serve in the absence of the regular member. The alternate(s) will be designated in writing as described in Section II B. Alternates may serve on TAC committees, subcommittees, and ad hoc subcommittees.

D. *Vacancies.* Each PARTY is responsible for designating a replacement for its member if the member can no longer serve. In the event of a vacancy, the Chair shall, by letter, request that the PARTY designate a new member. If a vacancy occurs with regard to a representative of a non-governmental organization, the Administrator shall notify the non-governmental organization to designate a new member. In the event the non-governmental organization declines, the TAC shall notify the Commission and request that a new non-governmental organization be selected to fill the remainder of the term created by the vacancy.

E. *Attendance.* Attendance at meetings is vital to the proper and effective functioning of the TAC. Three (3) consecutive absences or a member missing over fifty percent (50%) of the TAC meetings in a calendar year are sufficient grounds for the Administrator to notify the member and request their attendance. Should a PARTY be unable to send its representative to meetings for an extended period of time, the PARTY shall notify the Chair in writing on letterhead and a replacement representative will not be requested from that PARTY.

III. QUORUM AND VOTING

A. *Quorum.* A quorum consists of thirteen (13) voting members physically present at a meeting.

B. *Voting.* Actions of the TAC shall be taken by a majority vote of the members present at the meeting.

C. *Attendance From A Remote Location.* In the event of an unavoidable schedule conflict, a member may participate in a meeting from a remote location via telephone or video-conference provided that all requirements of the Brown Act are met and further provided that the scheduled meeting room has the technical capability to accommodate the request. In such event the member will notify the Administrator at least ten (10) days in advance of the meeting and ask to attend from a remote location. The Administrator will advise the member if this is possible. If so, the Administrator will comply with all Brown Act requirements including stating the alternate location in the meeting notice. The member shall also comply with all Brown Act requirements in Government Code Section 54953 (b), including, but not limited to, posting a meeting notice and agenda on the door of the remote location for the duration of the meeting, and allowing members of the public to participate in the meeting from the remote location along with the member. The member's vote will be counted; however, the member will not be included in the count to determine a quorum. Attendance from a remote location is to be used only in rare cases of unavoidable schedule conflicts. In-person attendance and participation at meetings is strongly preferred and encouraged.

D. *Bylaws.* The TAC may, as necessary, adopt and revise Bylaws for its governance.

IV. OFFICERS AND THEIR RESPONSIBILITIES

A. *Officer Positions.* The officers of the TAC shall be the Chair, Vice Chair, and the Subcommittee Chairs. The Chair and Vice Chair of the TAC must be voting members or alternates representing a PARTY.

B. *Election and Term.* Each officer shall be elected by majority vote of a quorum of the voting membership at the last meeting of each calendar year or as soon thereafter as possible. All officer's terms begin with the first meeting of each calendar year.

C. *Duties.* The Chair of the TAC shall be responsible for chairing all meetings of the TAC and the Implementation Committee (IC), and representing the TAC and the IC at Commission meetings. The Chair shall approve the draft agendas for TAC and IC meetings, except that any agenda item proposed by two (2) or more voting members must be placed on the next available agenda. The Vice Chair shall serve as the Chair in the Chair's absence. The Chairs of the Subcommittees shall be responsible for calling meetings of their respective Subcommittees and Chairing those meetings. The Subcommittee Chairs shall approve the draft agendas for their

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respective Subcommittees except that any items proposed by two (2) or more voting members of a Subcommittee shall be placed on the next available Subcommittee agenda.

V. MEETINGS

A. *Meetings.* The TAC shall meet monthly at the time and place published on the agendas. Additional meetings may be called as needed. The Chair shall provide every member of the TAC with seven (7) days written notice of regular or additional TAC meetings. The agenda for each meeting shall be developed by the Administrator in consultation with the TAC Chair, and shall be approved by the Chair.

B. *Conduct of Meetings.* All meetings of the TAC, including all Subcommittees and any closed sessions with legal counsel, shall be properly noticed and conducted in accordance with the "Brown Act" (Government Code Section 54950 et seq.) Except for official meetings of the TAC and its Subcommittees, nothing herein shall be interpreted to require meetings between staff members of the individual PARTIES (including designated representatives of the PARTIES) to be subject to the Brown Act, where the Brown Act would not otherwise apply. Each PARTY is individually responsible for ensuring it complies with the Brown Act. Wherever this Agreement is silent with regard to procedure, Robert's Rules of Order shall apply.

VI. IMPLEMENTATION COMMITTEE

A. *Composition and Duties.* The TAC Implementation Committee (IC) is comprised of one voting member from each PARTY to this Agreement plus one voting member from the SCVWD. Each PARTY and the SCVWD may also designate an alternate. The purpose of the IC is to make decisions and recommendations on all fiscal, management and administrative issues of the TAC. The IC selects, monitors and provides oversight of the Administrator, the Fiscal Agent, the Contracting Agent, and legal counsel to the TAC. The IC recommends the level and setting of the SWPF to the Commission.

B. *Quorum, Voting and Meetings.* A quorum of the IC is nine (9) voting members. The affirmative vote of at least eight (8) voting members of the IC, which collectively represent at least forty percent (40%) of the population of the incorporated and unincorporated areas of the County of Santa Clara, is necessary to approve any measure brought before the IC. Each member of the IC shall have one vote, with the exception of the City of San Jose which shall have two (2) votes. The IC meets at least annually to consider and approve the Annual Workplan and Budget for the upcoming fiscal year. The Chair may call other meetings of the IC as needed. All IC meetings are open to the public and to all TAC members. Participation and discussion by all TAC members and by members of the public is encouraged. The Chair of the IC forwards all recommendations made by the IC directly to the Commission, and also makes an informational report to the TAC on the recommendations forwarded to the Commission. The Chair shall strive to achieve consensus among IC members.

Consensus is defined as general agreement in sentiment or belief. If clear consensus cannot be reached, the Chair will call for a vote of the voting members present. In such event the Chair will report the recommendation of the IC along with the dissenting opinion(s) and viewpoints, to the Commission and to the TAC. In the event of a tie, the Chair will report that outcome and the viewpoint(s) expressed that led to that outcome. In the alternative, the Chair may, in the Chair's sole discretion, re-agendize the item for another IC meeting.

C. Use of Outside Contractors. The IC is responsible for selecting any consultant(s) or contractor(s) ("Outside Contractors") who are to be paid from TAC funds, using a process created in consultation with the Contracting Agent. The IC is responsible for reviewing and approving the parameters of any contracts with Outside Contractors, including the scope(s) of work, schedules of performance, use of subcontractors, and compensation for such Outside Contractors. The IC then directs the Contracting Agent to conduct the procurement process for Outside Contractors and to execute contracts with the selected Outside Contractor(s).

VII. TAC SUBCOMMITTEES

A. Issue and Policy Subcommittees. Issue and policy subcommittees shall be established as needed by the TAC. The TAC will evaluate and establish standing Subcommittees in December of each year. Additional Subcommittees may be established at other times throughout the year as needed.

B. Membership and Meetings. Membership on all issue and policy Subcommittees is open to all TAC voting members and designated alternates. There is no maximum size for each Subcommittee. A quorum is two (2) or more Subcommittee members. Subcommittees may elect a Vice-Chair to serve in the Chair's absence. Subcommittee chairs shall be responsible for calling and chairing meetings. The Subcommittee chairs shall approve the draft agenda and report the activities and recommendations of the Subcommittee to the TAC. Subcommittee chairs shall strive to achieve consensus among members. Consensus is defined as general agreement in sentiment or belief. If clear consensus cannot be reached, the Chair will call for a vote of the voting members present. In such event the Chair will report the recommendation of the Subcommittee along with the dissenting opinion(s) and viewpoints, to the TAC. In the event of a tie, the Subcommittee Chair will report that outcome and the viewpoint(s) expressed that led to that outcome. In the alternative the Subcommittee Chair, in consultation with the TAC Chair, may decide to re-agendize the item for discussion at another meeting.

C. Ad Hoc Subcommittees. The TAC may establish Ad Hoc Subcommittees as needed to address specific issues or problems. The TAC shall appoint a Chair for each Ad Hoc Subcommittee. All Ad Hoc Subcommittees shall follow the same operating procedures as the standing issue and policy subcommittees. The TAC Chair shall monitor the work of all Ad Hoc Subcommittees, and all such Subcommittees shall be promptly disbanded by the TAC once their tasks have been accomplished.

VIII. TAC ADMINISTRATOR

A. *Duties.* The TAC Administrator (“Administrator”) provides administration and management services to the TAC and carries out the Annual Workplan. Duties of the Administrator include but are not limited to: scheduling meetings of the TAC and all committees, subcommittees, and ad hoc subcommittees; preparing agendas and meeting minutes; maintaining all TAC records and files; notifying the TAC of correspondence received and preparing outgoing correspondence; completing all tasks in the Annual Workplan; providing monthly reports at TAC meetings on the status of the Workplan; and other duties as directed by the IC. The Administrator reports to the Chair of the TAC. The Administrator shall work cooperatively and collaboratively with the IC, the Fiscal Agent and the Contracting Agent. The Administrator is paid from funds in the adopted TAC budget.

B. *Selection.* The IC shall select a PARTY or an Outside Contractor to serve as the Administrator for the TAC. The IC will receive and evaluate proposal(s) and make a recommendation to the Commission on selection of an Administrator, as further described in Attachment 2.

C. *Initial Administrator.* The initial Administrator for the TAC shall be the County of Santa Clara, Integrated Waste Management Division (“County IWMD”). The initial staff provided is described on Attachment 1. In the event of a change in the initial staff, the procedures described in Attachment 2 shall be followed. In the event the IC determines there is a need for a change in the Administrator in the future (due to costs, availability of designated employees or for other reasons), or in the event the County IWMD is unable or unwilling to serve, the procedures for selection of a new Administrator in Attachment 2 shall be followed.

D. *If Administrator Is Also A PARTY.* In the event the Administrator is a PARTY, that PARTY shall appoint a TAC/IC representative whose function is to represent the PARTY’s point of view on issues, policy and fiscal matters. The PARTY’S TAC/IC representative shall be a person who is not be involved in the work of the Administrator. This designation shall be made in writing on the PARTY’S letterhead to the Chair of the TAC. The person(s) fulfilling the duties of the Administrator shall act as staff to the TAC, TAC committees and subcommittees, and to the IC.

E. *Contract With Administrator.* All duties and responsibilities of the Administrator, and a list and description of all staff assigned to provide Administrator services, shall be included in a contract between the Contracting Agent and the Administrator. The contract term may be for a single year or for multiple years, at the discretion of the IC. In the event that the Administrator is a PARTY, a letter agreement will be prepared between the Contracting Agent and the Administrator, containing all of the duties, responsibilities, staffing commitments and costs for the Administrator to serve for the upcoming fiscal year. The letter agreement will include the Annual Workplan and costs for the Administrator’s services. The letter agreement shall state that the Administrator agrees to provide the described services at the approved costs

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for the upcoming fiscal year and that all employee and overhead costs will be maintained at the levels specified in the agreement for that fiscal year. With regard to the initial Administrator, the first letter agreement shall be prepared and executed prior to July 1, 2014 to reflect the costs and the scope of work to be performed for FY 2014/15. If the Administrator and the Contracting Agent are the same PARTY, the letter agreement will be prepared and signed by a staff person designated to represent the Administrator and also signed by a separate staff person designated to represent the Contracting Agent.

F. Annual Workplan and Budget. As the work of the TAC progresses each year, the Administrator will maintain a list of potential work items to be placed in the Annual Workplan for the upcoming fiscal year. Beginning with preparation of the Annual Workplan and Budget for fiscal year 2014/15 the following schedule will apply. In November of each year, the IC will review the list of potential work items compiled by the Administrator, add additional items as needed, and direct the Administrator to prepare a proposed Workplan and Budget for the upcoming fiscal year. The proposed Annual Workplan will contain the elements described in Attachment 3.

The Administrator shall submit the final draft of the proposed Annual Workplan and Budget to the IC no later than December 15 of each year. If required, the IC will provide revisions and comments to the Administrator who will then revise and finalize the Annual Workplan and Budget. The IC will approve the Annual Workplan and Budget on or before January 31 and forward it to the Commission for approval. Commission approval is anticipated to be during the month of February. Upon approval by the Commission, the Contracting Agent will prepare agreements with the Administrator, the Fiscal Agent and the Contracting Agent that include the approved Annual Workplan and Budget (for the Administrator) and the approved costs and duties (for the Fiscal Agent and the Contracting Agent) as described in Sections VIII E, IX D and X C. The agreements will be signed by designated representatives of the Administrator, the Fiscal Agent and the Contracting Agent. In the event the Administrator, the Fiscal Agent and/or the Contracting Agent are the same PARTY, that PARTY shall designate separate representatives to execute the agreements on behalf of the Administrator, the Fiscal Agent and the Contracting Agent. Said agreements shall be fully executed and in place prior to July 1 of each year.

G. Annual Reporting and Evaluation. The Administrator shall prepare a self-evaluation/audit report to the IC including significant accomplishments, work items planned but not accomplished, work items not planned but completed, and the status of all work items in the Annual Workplan. The report will include recommendations and suggestions for improving the work of the Administrator and will be submitted on or before September 15 each year. The IC will consider the report at a regular meeting and discuss and provide recommendations and feedback to the Administrator. The IC will rate the overall implementation and effectiveness of the Workplan and, in turn, rate the performance of the Administrator based upon the ability of the Administrator to meet the timelines and budget in the Workplan and to effectively support the Commission and the TAC. The final recommendations and

feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Administrator. This feedback will be used by the Administrator to make any required changes in operations, procedures and/or work tasks for the next fiscal year. In addition to the annual review of the Administrator the IC may, at any time, discuss questions, concerns or issues of performance with the Administrator.

IX. FISCAL AGENT

A. *Duties.* The Fiscal Agent serves as the treasurer of the TAC funds and is responsible for collecting the SWPF from all solid waste disposal facilities and non-disposal facilities located within Santa Clara County. The Fiscal Agent also collects and receives grant funds and revenues from other sources on behalf of the TAC. The Fiscal Agent shall diligently pursue collection of all SWPF funds due to the TAC and shall keep the IC apprised of the amount and entity owing delinquent payments, as well as of the status of collection activity initiated by the Fiscal Agent regarding the delinquent payments. The Fiscal Agent shall manage all funds in accordance with generally accepted government accounting procedures. The Fiscal Agent shall keep TAC funds segregated from all other funds administered by the Fiscal Agent in separately numbered and coded accounts that are readily identifiable as those of the TAC; shall credit the TAC with appropriate interest income earned on such funds in each fiscal year; and shall not expend, use or transfer any funds except in accordance with the Annual Workplan and Budget approved by the IC and the Commission, or as otherwise directed by the IC. In the event the Fiscal Agent is not also the Contracting Agent, the Fiscal Agent shall transfer TAC funds to the Contracting Agent as directed by the IC, in accordance with the procedures in Attachment 5. The Fiscal Agent shall work cooperatively and collaboratively with the IC, the Administrator, and the Contracting Agent.

B. *Initial Fiscal Agent.* The initial Fiscal Agent shall be the County of Santa Clara. The specific contact person shall be designated in writing to the Administrator and to the TAC Chair. In the event the IC determines there is a need for a change in the Fiscal Agent in the future (due to costs, lack of availability of designated employees or for other reasons), or in the event the County is unable or unwilling to serve, the following procedures for selection of a new Fiscal Agent shall be followed.

C. *Selection.* Any PARTY willing to serve as the Fiscal Agent may be nominated by another PARTY. The nominated PARTY(IES) will submit a letter proposal to the IC containing the costs for performing the services of the Fiscal Agent including all employee and overhead costs and all proposed expenses. If the same PARTY is also already serving, or is proposing to serve, as the Administrator, the Contracting Agent, or both, the proposed costs to perform each function shall be separately specified. The IC will hold discussions with representatives of the nominated PARTY(IES) as needed. The recommendation of the IC will be forwarded to the Commission for approval. Upon receipt of Commission approval, the Contracting Agent will execute an agreement with the new Fiscal Agent that includes the approved costs for the PARTY to provide Fiscal Agent services for the upcoming fiscal year.

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D. *Payment For Services.* The Fiscal Agent shall provide the Administrator with proposed costs to perform the duties of TAC Fiscal Agent for the upcoming fiscal year upon request. The proposed costs shall be at the level of detail described in Attachment 2. If the Fiscal Agent is also serving as the Administrator, the Contracting Agent, or both, the proposed costs to perform each function shall be separately specified. The proposed costs will be reviewed by the IC as part of review of the Annual Workplan and Budget. If there is a question or concern about the proposed costs the Chair of the IC and the Administrator will meet with the Fiscal Agent concerning the issues. Upon approval of the Annual Workplan and Budget by the IC and the Commission, the Contracting Agent will prepare an agreement to be signed by the Fiscal Agent and the Contracting Agent to perform services for the new fiscal year. In the event that the Contracting Agent and the Fiscal Agent are the same PARTY, the agreement shall be signed by the designated employee of the PARTY serving as the Fiscal Agent and the (separate) designated employee of the PARTY serving as the Contracting Agent.

E. *Quarterly and Annual Budget Status.* The Fiscal Agent shall prepare and submit quarterly budget updates to the IC every three (3) months, and shall provide a Year-End Budget Report. These reports shall be formatted in a clear and concise manner such that all expenditures, revenues, movement of monies, reallocation of funds and adjustments to the budget are detailed by project and line item (i.e. numerical reference and narrative description). The Year-End Budget Report shall be submitted to the IC on or before October 31 each year. The IC may, at any time, request additional budget information, detail, documentation and updates. The Fiscal Agent shall respond promptly to all such requests.

F. *Biennial Audit.* The Fiscal Agent shall arrange for an audit by an independent third party Certified Public Accounting Firm (CPA) to be conducted every other year beginning with an audit of the 2013/14 fiscal year. The Fiscal Agent may utilize the CPA firm retained by the jurisdiction of which the Fiscal Agent is a part, to perform that PARTY's annual audit. In such event, the results of the audit of the TAC's funds and accounts shall be clearly and separately called out in the CPA's audit report. The results of the audit shall be reported to the IC on or before January 15 every other year.

G. *Evaluation of the Fiscal Agent.* Each year the Fiscal Agent shall prepare a self-evaluation, along with the Year-End Budget Report, for submittal to the IC. The self-evaluation will include a description of key work tasks performed, any duties or tasks not completed, and any non-planned work tasks completed. The report will include recommendations and suggestions for improving the services of the Fiscal Agent. The self-evaluation shall be submitted at the same time as the Year-End Budget Report. The IC will review the report at a regular meeting and discuss any suggested or needed changes or improvements. The IC will rate the overall performance of the Fiscal Agent based upon the ability of the Fiscal Agent to perform its duties in a timely manner and in accordance with all requirements of this Agreement. The final recommendations and feedback of the IC will be recorded in the

minutes and also in a letter from the IC Chair to the Fiscal Agent. This feedback will be used by the Fiscal Agent to make any required changes in operations and procedures and/or work tasks for the next fiscal year. In addition to the annual review of the Fiscal Agent, the IC may, at any time, discuss questions, concerns or issues of performance with the designated representative of the Fiscal Agent.

X. CONTRACTING AGENT

A. *Duties.* The Contracting Agent executes contracts with Outside Contractors, including the Administrator and the Fiscal Agent (where applicable) that have been requested and approved by the IC. The Contracting Agent consults with the IC to establish a procurement process for Outside Contractors, and then conducts that process once the IC has approved a scope of work, schedule, budget and other parameters of the contract that will be awarded by the Contracting Agent. The Contracting Agent shall conduct the procurement process and execute all contracts within a reasonable period of time after being directed to do so by the IC. The Contracting Agent shall provide a copy of any contract executed on behalf of the TAC to any PARTY, any TAC member, and to any PARTY or person designated by any PARTY or the IC upon request. The governing body of the Contracting Agent, at its discretion, may delegate authority to execute agreements and contracts approved by the IC to a designated employee. Notice of any such delegation of authority shall be provided in writing to the Chair of the IC and to the Administrator.

In the event the Contracting Agent is not also the Fiscal Agent, the Contracting Agent shall receive TAC funds transferred to the Contracting Agent by the Fiscal Agent on a periodic basis as described in Attachment 5. The Contracting Agent shall manage all TAC funds in accordance with generally accepted government accounting procedures. The Contracting Agent shall keep TAC funds segregated from all other funds administered by the Contracting Agent in separately numbered and coded accounts that are readily identifiable as those of the TAC, and shall not expend, use or transfer any funds except as specifically directed by the IC. At the close of the fiscal year, the Contracting Agent shall, pursuant to the procedures in Attachment 5, comply with all directions from the IC with regard to retention of funds for contracts with Outside Contractors that are still in effect, and with regard to return of unexpended or unencumbered funds to the Fiscal Agent. The Fiscal Agent shall work cooperatively and collaboratively with the IC, the Administrator, and the Contracting Agent.

B. *Initial Contracting Agent.* The initial Contracting Agent shall be the County of Santa Clara. The specific contact person shall be designated in writing to the Administrator and to the TAC Chair. In the event the IC determines there is a need for a change in the Contracting Agent in the future (due to costs, lack of availability of designated employees or for other reasons), or in the event the County is unable or unwilling to serve, the procedures for selection of a new Contracting Agent shall be the same as those for selection of a Fiscal Agent as described in Section IX C.

C. *Payment For Services.* The Contracting Agent shall provide the Administrator with proposed costs to perform the duties of TAC Contracting Agent for the upcoming

fiscal year upon request. The proposed costs shall be at the level of detail described in Attachment 2. If the Contracting Agent is also serving as the Administrator, the Fiscal Agent, or both, the proposed costs to perform each function shall be separately specified. The proposed costs will be reviewed by the IC as part of review of the Annual Workplan and Budget. If there is a question or concern about the proposed costs the Chair of the IC and the Administrator will meet with the Contracting Agent concerning the issues. Upon approval of the Annual Workplan and Budget by the IC and the Commission, the Administrator will prepare an agreement to be signed by the Contracting Agent and the Administrator to perform services for the new fiscal year. In the event that the Administrator and the Contracting Agent are the same PARTY, the agreement shall be signed by the designated employee of the PARTY serving as the Contracting Agent and the (separate) designated employee of the PARTY serving as the Administrator.

F. *Annual Contract Status Report.* The Contracting Agent shall prepare and submit an annual report to the IC on the status of all contracts (listing all contracts in progress, expired, terminated, and the amount of work and budget remaining in each) on or before October 31 each year. The report shall also note the amount of TAC funds held by the Contracting Agent, and specify the amount(s) of funds encumbered for contracts, and the amount(s) of funds that are unspent and unencumbered. The IC may, at any time, request additional information, detail, documentation and updates on any or all contracts. The Contracting Agent shall respond promptly to all such requests.

G. *Audits.* The Contracting Agent shall cooperate with and provide all information and documentation required in order to complete the biennial audit described in Section IX F. In the event the IC decides that any actions or activities of the Contracting Agent are not in compliance with this Agreement, or if the IC determines there are other reasons for an audit to be performed, the IC may perform an audit of the TAC funds received and expended by the Contracting Agent. In such event the Contracting Agent shall cooperate fully, and in a timely manner, with persons performing the audit.

H. *Evaluation of the Contracting Agent.* Each year the Contracting Agent shall prepare a self-evaluation, along with the Annual Contract Status Report, for submittal to the IC. The self-evaluation will include a description of key work tasks performed, any duties or tasks not completed, and any non-planned work tasks completed. The report will include recommendations and suggestions for improving the services of the Contracting Agent. The self-evaluation shall be submitted at the same time as the Annual Contract Status Report. The IC will review the report at a regular meeting and discuss any suggested or needed changes or improvements. The IC will rate the overall performance of the Contracting Agent based upon the ability of the Contracting Agent to perform its duties in a timely manner and in accordance with all requirements of this Agreement. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Contracting Agent. This feedback will be used by the Contracting Agent to make any required changes in

operations and procedures for the next fiscal year. In addition to the annual review of the Contracting Agent, the IC may, at any time, discuss questions, concerns or issues of performance with the designated representative of the Contracting Agent.

XI. LEGAL COUNSEL

A. *Selection.* The IC may select an attorney or firm that is experienced in solid waste, recycling and municipal law to research legal issues, proposed legislation, and to provide legal advice to the TAC (“Legal Counsel”). Legal Counsel may be a City Attorney or County Counsel (i.e. an employee of one of the PARTIES) or may be an outside attorney or law firm. The IC will interview and select Legal Counsel as needed, and direct the Contracting Agent to prepare a contract with Legal Counsel for the provision of legal services. The IC shall direct the work of Legal Counsel. The Administrator may assist in coordination of activities with Legal Counsel, but shall not give direction without prior authorization from the IC. Legal Counsel shall not be responsible for providing legal advice to individual PARTIES related to their individual compliance with Public Resources Code Section 40000 et. seq but may provide such services under separate contract with any PARTY or PARTIES.

XII. OTHER AGREEMENTS OF THE PARTIES

A. *Term of Agreement.* The term of this Agreement shall commence on the date the last duly authorized representative of the PARTIES executes it. This Agreement shall remain in effect until terminated by the PARTIES or until eight (8) or more PARTIES containing more than fifty percent (50%) of the population of the incorporated and unincorporated areas of County of Santa Clara withdraw from the Agreement, whichever occurs first. A PARTY may withdraw from the Agreement by providing written notice to the Administrator, stating the effective date of the PARTY’S withdrawal. The withdrawal of a PARTY shall not entitle that PARTY to receive or retain any portion of the SWPF.

B. *Ethical Code of Conduct.* All TAC members and Alternates shall adhere to the Ethical Code of Conduct in Attachment 4. All TAC members and Alternates shall attend a TAC-sponsored ethics training every other year beginning in FY 2013/14. The Administrator shall arrange for this training and include the cost in the Annual Workplan and Budget for each year the training is required to be conducted.

C. *Counterparts.* This Agreement may be executed and delivered in any number of copies (“counterparts”) by the PARTIES, including by means of facsimile and e-mail of PDF copies. When each PARTY has signed and delivered at least one counterpart to the Administrator, each counterpart shall be deemed an original, and taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the PARTIES hereto.

D. *Non-Compliance With State and Federal Laws.* No PARTY shall, by entering into this Agreement, participating in the TAC or the IC, or agreeing to serve as Administrator, Fiscal Agent, Contracting Agent, and/or Legal Counsel, assume or be deemed to assume responsibility for any other PARTY in complying with the

TAC MEMORANDUM OF AGREEMENT

requirements of state and federal solid waste and recycling laws, including but not limited to, the California Integrated Waste Management Act of 1989 as amended (Public Resources Code Section 40000 et seq). This Agreement is intended solely for the convenience and benefit of the PARTIES hereto and shall not be deemed for the benefit of any third party and may not be enforced by any third party, including, but not limited to, the United States Environmental Protection Agency and the California Department of Resources, Recycling and Recovery, or any person acting on their behalf or in their stead.

E. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a PARTY shall not be shared pro rata, but instead the PARTIES agree that pursuant to Government Code Section 895.4, each of the PARTIES hereto shall fully defend, indemnify and hold harmless each of the other PARTIES from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying PARTY, its officers agents or employees, or in connection with or arising from any work, authority or jurisdiction delegated to such PARTY under this Agreement. No PARTY, nor any officer, board member, employee or agent thereof, shall be responsible for any damage or liability incurred by reason of the negligent acts or omissions or willful misconduct of the other PARTIES hereto, their officers, board members, employees or agents under or in connection with or arising from any work, authority or jurisdiction delegated to such PARTY under this Agreement.

F. Entire Agreement. This Agreement supersedes any prior arrangement or agreement among the PARTIES regarding the composition, structure, duties and powers of the TAC including but not limited to the TAC Rules of Procedure dated May 22, 2006, but does not supersede any other agreements between any of the PARTIES.

G. Amendments. This Agreement may be amended by unanimous written agreement of the PARTIES. All PARTIES agree to bring any proposed amendments to this Agreement to their Council or Board, as applicable, within three (3) months following acceptance by the IC. The IC shall, on a biennial basis, evaluate this Agreement and determine if any amendments are needed. The first biennial evaluation shall be in 2015. The IC may recommend amendments on a more frequent basis if desired.

H. Venue. In the event that suit shall be brought by any PARTY to this Agreement, the PARTIES agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

I. Attachments. Attachments 1 through 5 are attached hereto and incorporated herein by this reference.

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

Date: _____

By: _____

CITY OF _____

Date: _____

APPROVED AS TO FORM:

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ATTACHMENT 1

INITIAL STAFFING OF ADMINISTRATOR

The following is the initial staff complement for the Administrator:

Elizabeth Constantino, Program Manager II Provides oversight of all Annual Workplan tasks and all functions of the Administrator.	1.0 FTE
Lisa Rose, Senior Management Analyst Coordinates the Green Business Program, serves as staff to the Commission, and performs various other duties.	1.0 FTE
Clifton Chew, Management Analyst Serves as staff to the TAC, prepares state reporting and DRS, and performs various other duties.	1.0 FTE
Zachary DeVine, Management Analyst Contracts monitoring, budget tracking, Outreach Specialist, and various other duties.	1.0 FTE
Sue Sherrin,, Associate Management Analyst B Green Business Specialist	1.0 FTE
Sarah Smith, Management Analyst Home Composting Education Program Coordinator	0.5 FTE
Joanna Chapa, Office Specialist III	0.65 FTE*

*This is an estimate. Cost is allocated based upon actual hours worked for IWMD and hours worked as Executive Assistant to the Director.

ATTACHMENT 2

SELECTION PROCESS FOR THE ADMINISTRATOR

- 1. Selection.** The IC shall select a PARTY or an Outside Contractor to serve as the Administrator for the TAC. As part of the selection process, the potential candidate(s) shall submit a proposal to the IC for providing Administrator services. The proposal shall include: a detailed scope of work for the upcoming fiscal year, detailed costs and work hours for the completion of each task, and a list of the employees proposed to perform each part of the Annual Workplan, as well as the administrative and management duties of the Administrator. The proposal shall also include a resume and description of the education, experience and expertise of each proposed staff member highlighting experience in solid waste management, recycling, diversion programs, producer responsibility, public education and outreach, legislative analysis, budgeting, public sector management, administration and policy development. It is of great importance that each member of the Administrator staff possess a high level of experience and expertise in the listed areas. The proposal shall designate the duties and activities to be carried out by each employee. The IC will review the proposal(s) and conduct interview(s) with the potential Administrator(s). The IC will select an Administrator and recommend approval to the Commission.
- 2. Change in Administrator Staff.** In the event any member of the Administrator's staff is unable or unavailable to serve in the capacity indicated in the original proposal, the IC shall work with the Administrator to determine if an acceptable alternate staff member is available. This shall include, if desired by the IC, having representatives from the IC participate in the selection process for the alternate staff person; review the resumes, references and writing samples of proposed candidates; attend and participate in interviews; and provide input to the decision-making process for selection of the proposed alternate staff member. If the proposed alternate staff person is not acceptable to the IC, and the IC determines that the employee who is unavailable is a key employee, the IC may give written notice to the Administrator that the TAC will seek another Administrator, and the IC may recommend to the Commission that the selection process for a new Administrator be commenced. Upon receipt of Commission approval, the IC will begin that process. The Administrator shall serve until such time as either a replacement Administrator is selected and approved by the Commission, or (if the Administrator is not a PARTY) until the current contract for the services of the Administrator expires, whichever occurs first. In the IC's sole discretion, the services of the Administrator may be terminated prior to the selection of a new Administrator. In the event the Administrator is not a PARTY, an early termination clause shall be placed in the contract with the Administrator for use by the IC in the event a key staff person becomes unavailable.
- 3. Key Employee.** A "key employee" includes, but is not limited to, any one of the following:

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- a. An employee who is performing twenty percent (20%) or more of the work hours in the Annual Workplan.
- b. An employee whose work tasks require a high level of technical expertise and experience in recycling, solid and/or hazardous waste management programs and practices.
- c. An employee whose work tasks require a high level of professional judgment that is the product of numerous years of experience in recycling, solid and hazardous waste management, and/or in work for public agencies,
- d. An employee whose work tasks involve a high level of interaction with the public (e.g. in trainings, liaison with businesses or non-profit organizations, etc.).
- e. An employee whose work tasks involve presentations or testimony to public agencies (e.g. City Councils, the Board of Supervisors) and/or community organizations (e.g. service organizations, community groups, homeowner's associations, etc.).

ATTACHMENT 3

ELEMENTS TO BE CONTAINED IN THE ANNUAL WORKPLAN AND BUDGET

1. **Scope of Work.** The proposed Annual Workplan and Budget will contain a detailed scope of work for each proposed task, the employee work hours estimated to complete each task, the name(s) of the specific employees that will perform the work for each task, the cost of the work hours for each task, all proposed overhead costs for the Administrator and all other projected costs. If the Administrator is a public agency, the costs may be shown as a percentage of each Full Time Equivalent (FTE) and the cost therefor, as long as the position (such as 'Analyst I') and the name of the employee filling that position are indicated, along with the fully burdened cost of the specified percentage of each FTE. The proposed Annual Workplan shall contain a list of key milestones for each task.
2. **Administrative Tasks.** The Workplan shall include a task for providing administrative support for the TAC including work hours to prepare meeting agendas, to schedule meetings, attend meetings, prepare minutes and correspondence, and carry out the direction of the TAC and all Committees and Subcommittees. The Workplan shall also include a separate task for providing administrative support to the Commission including work hours to prepare agendas, attend Commission meetings, prepare minutes, and carry out the direction of the Commission, its Committees and Subcommittees.
3. **Other Staff Commitments.** The proposed Workplan will contain a listing of the other duties and responsibilities of each assigned employee (other than the work to be performed as Administrator for the TAC and the Commission) including the work hours and a general description of the key tasks and projects to be performed. This will serve as a cross-check (regardless of whether the Administrator is a public agency or a private firm) to ensure that the time of each employee is not overcommitted, and that sufficient time exists for each employee to complete all their assigned tasks.
4. **Fiscal Agent and Contracting Agent Costs.** The Administrator shall consult with the Fiscal Agent and with the Contracting Agent (in the event they are separate PARTIES) and shall incorporate the proposed costs for the services of each into the proposed Workplan and Budget. Such costs shall be clearly and separately identified for each function (and identified separately from those of the Administrator) and shall include the costs for employee time, expenses (such as bank fees), overhead charges and all other proposed costs.
5. **Cost Detail For Comparison.** The budget shall be formatted in a clear and concise manner such that all projected expenditures and revenues are detailed by project and line item. The proposed Workplan and Budget shall contain sufficient detail

about proposed work hours and costs such that a comparison can be made between the proposed costs for the current Administrator, the current Fiscal Agent and the current Contracting Agent, and other potential providers of these services.

6. Projected Amount of Fund Transfer From Fiscal Agent to Contracting Agent. In the event the Fiscal Agent and the Contracting Agent are different PARTIES, the budget shall include the projected amount of funds to be transferred from the Fiscal Agent to the Contracting Agent in order to pay for contracts with Outside Contractors that will be awarded by the Contracting Agent in the upcoming year. Such projections shall take into account all funds currently held by the Contracting Agent (if any) and the amount of such funds already encumbered for contracts in progress. The projection shall be accompanied by a recommendation as to the frequency of fund transfers from the Fiscal Agent to the Contracting Agent that will be required to fund contracts awarded by the Contracting Agent for the upcoming year (e.g. annual one-time transfer of funds, quarterly transfer of funds, or other recommended timing.)

7. Discussion Concerning Potential Conflicts. Once the initial draft of the proposed Annual Workplan is prepared, the IC Chair, the Administrator, the Fiscal Agent and the Contracting Agent shall meet to review and discuss the Workplan and shall work cooperatively to identify and address any potential conflicts that could arise with regard to policies of the Administrator, the Fiscal Agent or the Contracting Agent. Examples include proposed sale of recycling containers or other goods at less than the purchase price (i.e. subsidized cost of compost bins for the home composting program); provision of recycling grants, prizes, incentives; and other such items. At the direction of the IC Chair, the Administrator shall further investigate any potential conflicts that have been identified, and shall, in consultation with the Fiscal Agent and the Contracting Agent, research and propose solutions for each. If solutions cannot be found, the issue may be presented to the IC for further consideration and/or the IC Chair may direct the Administrator to revise the Workplan and Budget to remove the items creating the potential conflict. In this event the IC Chair will inform the IC of such action when the Annual Workplan and Budget are considered for approval.

ATTACHMENT 4

CODE OF ETHICAL CONDUCT

1. Members shall strive to conduct all meetings, discussions and deliberations in a spirit of collaboration and partnership. Members shall treat all persons with respect and courtesy. In the course of discussions, members shall make their arguments on the merits of the issue rather than engaging in personal remarks or attacks on persons holding positions other than their own.
2. All members shall remain aware that the activities of the TAC are funded by fees raised from the public; and that the TAC is recommending expenditures of public funds. Members shall act prudently and in the best interest of the public when making fiscal and policy decisions.
3. Members shall voluntarily recuse themselves from all discussions and votes, and shall refrain from expressing any opinion to other members on issues where any one of the following apply:
 - a. The member holds a financial interest such that the member could financially benefit from the action or issue being considered.
 - b. The member is an owner or investor of a business the TAC is considering doing business with.
 - c. The member owns land that is being considered for purchase or lease by the TAC or by any program funded by the TAC.
 - d. A charity, community group or non-governmental organization to which the member belongs or contributes funds would receive funds from the TAC for projects or services.
 - e. A person in the member's family could benefit financially from the action or issue being considered. Family includes the members' spouse, children, step-children, grandchildren and step-grandchildren, as well as siblings and parents of the member and the member's spouse.
4. A member recusing themselves shall mean (a) announcing the member has a conflict of interest when the item is opened for discussion, (b) leaving the meeting room before discussion on the matter commences, and (c) not returning to the room until after discussion and any vote on the matter is concluded.
5. Members shall periodically conduct a self-assessment and inventory of any potential conflicts of interest they may have and, if the member is unsure whether or not a conflict exists, the member shall discuss the issue with the TAC Chair, the Administrator, TAC Legal Counsel or legal counsel for the member's own agency.
6. In the event a member fails to recuse him or her self during discussion of an issue where the member appears to have a conflict of interest, the Chair of the meeting shall ask the member to recuse him or her self and shall halt discussion about the issue until the member has left the room.

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7. Members shall not engage in financial transactions using non-public information nor allow the improper use of such information to further any personal or private interest.
8. Members shall not solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the TAC, or whose interests may be substantially affected by actions of the TAC. Gifts do not include coffee, tea, donuts, discounts available to the general public, greeting cards or plaques of minor intrinsic value. It is appropriate and prudent for members to decline even items of minor intrinsic value from sources described in this section.
9. Members shall not knowingly make unauthorized commitments or promises of any kind purporting to bind the TAC to take any type of action or to approve any contract, program or other commitment.
10. Members shall not use their membership on the TAC for private gain.
11. Members shall always act impartially and objectively and not give preferential treatment to any organization or individual.
12. Members shall not seek or accept any contract to provide services to the TAC for a period of at least six (6) months after termination of their membership on the TAC.
13. Members shall adhere to, and be vigilant that the TAC adheres to, all applicable state, federal and local laws and regulations.
14. All members shall participate in a TAC-sponsored Ethics Training biennially.
15. Members shall endeavor to avoid any actions or statements that violate, or that create the appearance that they are violating, the law or any ethical standards set forth in this Attachment.

**ATTACHMENT 5
PROCEDURES FOR TRANSFER OF TAC FUNDS FROM FISCAL AGENT TO
CONTRACTING AGENT**

The following procedures shall be used in the event the Fiscal Agent and the Contracting Agent are different PARTIES.

1. As part of its review and approval of the Annual Workplan and Budget, the IC shall establish the amount of funds and the schedule for transfer of funds from the Fiscal Agent to the Contracting Agent for the upcoming fiscal year.
2. Upon approval of the Annual Workplan and Budget by the Commission, the IC may take appropriate actions consistent with the Annual Workplan and Budget, including but not limited to, the following:
 - A. Direct the Fiscal Agent to transfer specific amount(s) of TAC funds to the Contracting Agent on a specified schedule. The schedule may call for annual, quarterly, or more frequent transfers, as needed for the fiscal year.
 - B. Adjust the timing and/or the amount(s) of funds to be transferred by the Fiscal Agent to the Contracting agent if circumstances change during the year, or if there are other reasons to do so.
 - C. In the event the IC directs a change in the scope of work for an existing Outside Contractor that will increase the cost of the work, the IC may direct the Fiscal Agent to transfer additional funds to the Contracting Agent to pay for the amended scope of work.
3. In the event the Fiscal Agent is also serving as the Administrator, the IC shall direct the Fiscal Agent to transfer funds to the Contracting Agent for payment of the Administrator. The Contracting Agent shall pay the Administrator pursuant to the contract executed between the Contracting Agent and the Administrator.
4. If a single PARTY is serving as the Fiscal Agent and the Contracting Agent, the IC may direct that PARTY to retain a specified amount of TAC funds to pay the PARTY for performing the services of Fiscal Agent and Contracting Agent.
5. In the event a single PARTY is serving as the Fiscal Agent, the Administrator and the Contracting Agent, the IC will direct the PARTY to implement the Annual Workplan and Budget as approved by the IC and the Commission. This includes paying the costs specified in the approved Budget for the PARTY performing the duties of the Administrator, the Fiscal Agent and the Contracting Agent, as well as carrying out the duties of each.
6. If the Contracting Agent is, at any time, running out of funds or projects a shortfall in funds due to changed conditions or circumstances, the Contracting Agent shall immediately inform the IC and the Fiscal Agent and proceed according to the directions of the IC.
7. When making transfers of funds to the Contracting Agent, the Fiscal Agent shall make the required arrangements for an electronic transfer of funds or for preparation of a check made payable to the Contracting Agent.
8. If the Contracting Agent does not receive funds from the Fiscal Agent pursuant to the schedule directed by the IC, the Contracting Agent shall promptly inform the

TAC MEMORANDUM OF AGREEMENT

Fiscal Agent and the Fiscal Agent shall promptly arrange for the funds to be transferred.

9. At the end of the fiscal year the IC will review the Year End Contract Status Report from the Contracting Agent, the Year-End Budget Report from the Fiscal Agent, and the Year-End Report from the Administrator. The IC may direct the Contracting Agent to transfer unspent, unencumbered funds to the Fiscal Agent or to retain such funds for use in the following fiscal year. The Contracting Agent will promptly comply with the directions of the IC.

10. If the IC directs the Contracting Agent to transfer unspent funds to the Fiscal Agent, the Fiscal Agent shall acknowledge receipt of such funds to the Contracting Agent and shall note the transfer in the accounting records of the Fiscal Agent pursuant to generally accepted government accounting procedures.

County of Santa Clara

RECYCLING AND WASTE REDUCTION COMMISSION OF SANTA CLARA COUNTY
Environmental Resources Agency
Department of Agriculture and Resource Management
Integrated Waste Management Division



1553 Berger Drive, Bldg. 1
San Jose, California 95112
(408) 282-3180 FAX (408) 282-3188
www.ReduceWaste.org

RECYCLING AND WASTE REDUCTION COMMISSION PRIORITIES AND PROJECTS FOR 2013

BACKGROUND

Each December, the Recycling and Waste Reduction Commission (RWRC) discusses and prioritizes potential projects for the coming calendar year, based on TAC recommendations and the thoughts and concerns of Commissioners within the jurisdictions they represent.

CURRENT COUNTYWIDE PROJECTS

Over the past year, the RWRC initiated action to address several environmental issues including the management of expanded polystyrene food and beverage containers throughout the County; reducing plastic packaging within city/town/county offices; establishment of a Memorandum of Agreement amongst TAC jurisdictions and pharmaceutical management. These actions included supporting numerous pieces of state legislation and policy recommendations to local jurisdictions.

Single-use carryout bags and management of expanded polystyrene foam are both still relevant as more and more jurisdictions are moving forward with ordinances and policies. The City of Mountain View recently adopted an ordinance to ban single-use carryout bags and other jurisdictions hope to enact similar ordinances in early January 2013. The City of Palo Alto is expanding their bag ordinance to cover more stores. The County of Santa Clara passed an ordinance to ban EPS foam food take-out containers at all food establishments in unincorporated Santa Clara County. The City of Palo Alto passed an EPS foam food take-out ban in 2009.

These items and their progress will continue to be tracked and will be reported out quarterly to the RWRC to demonstrate the effectiveness of a regional approach to addressing environmental concerns.

RECOMMENDATION

TAC discussed 2013 Priorities at their November 8, 2012 meeting and recommends the Commission prioritize the following activities on the attached workplan. Once the RWRC prioritizes the projects, staff will provide a budget and workplan at the February 27, 2013 Commission meeting. The number of projects that can be completed in the coming year will be dictated by the complexity and accompanying budget for each priority.

Proposed Workplan and Timeline for 2013 RWRC Priorities

Priority	TAC/Subcommittee	Deliverable(s)	Estimated Time to Complete	Cost Low-med-high	Notes/Challenges
Extended Producer Responsibility and Take Back Programs	HHW	Forward a letter to the RWRC requesting all Santa Clara County Cities that have not adopted an Extended Producer Responsibility resolution or legislative policy to do so; <ul style="list-style-type: none"> • Forward a letter to the RWRC requesting all Santa Clara County Cities that have not done so, consider funding the activities of the California Product Stewardship Council; • Forward a recommendation to RWRC that the HHW program become a dues paying associate of CPSC; and • Forward a recommendation to RWRC to develop a countywide take-back ordinance or model local ordinance for producers and/or retailers for the following products: paint, sharps, fluorescent lamps, pharmaceuticals, treated wood and non-rechargeable batteries. • Half way through the year, consider possibility of other products to add 	<ul style="list-style-type: none"> • First deliverables in nine months. • Overall project is a multi-year effort. 	Low	<ul style="list-style-type: none"> • Each jurisdiction approving an ordinance governing the listed products.
Trash in Waterways; nexus between solid waste and watershed protection	SRR	<ul style="list-style-type: none"> • Advocate • Leverage other jurisdictions' information and work products • Work with SCVRURPPP/other water agencies 	ongoing	Low	Explore role of RWRC in Policy Recommendations
Model Environmentally Preferred Purchasing Policies (EPPP) Language for businesses	SRR	<ul style="list-style-type: none"> • Create package of existing templates for distribution • Check with Commissioner Tucker to get more clarity as to what she is looking for 	two months	Low	<ul style="list-style-type: none"> • Good start with Plastic Packaging Reduction Language • Second year Commissioner Tucker has requested this • No challenges identified
Finding Markets for Hard-to-Recycle Items such as EPS, Bags and Foam	Legislation	Write letters to local legislators	2 months	Low	<ul style="list-style-type: none"> • This is not a policy issue • Consider with leg priorities

Priority	TAC/Subcommittee	Deliverable(s)	Estimated Time to Complete	Cost Low-med-high	Notes/Challenges
Organized Scavenging	Enforcement	<ul style="list-style-type: none"> Report on effective enforcement efforts Employ best management practices 	7 months	Low	<ul style="list-style-type: none"> Unsolvable problem Rise in violence associated with scavenging (noted in San Francisco specifically)
Illegal Dumping	Enforcement	<ul style="list-style-type: none"> Report on effective enforcement efforts Employ best management practices 	7 months	Low	
Organizational Structure MOA	Ad Hoc Subcommittee	<ul style="list-style-type: none"> Create MOA between cities and County that follows SCVURPPP model consider recommendations from TAC 	<ul style="list-style-type: none"> Final Draft to RWRC in December 2012 Final consensus and signatures by July 2013 	Medium	
Organics Processing	Legislation	<ul style="list-style-type: none"> Advocate for the state ban green waste as ADC to create capacity Increase AB939 to pay for processing 	6 months	Low	<ul style="list-style-type: none"> lack of sufficient processing capacity for organics other than yard wastes (food wastes, mixed organics, biosolids) composting and biosolids facilities are facing siting problems and operating restrictions in many counties we are going to have to depend, in part, on new technologies that are not proven at municipal scale in North America many C&D facilities depend on ADC for half or more of their diversion, including wood wastes, or send their processed wood waste to older biomass-to-energy facilities, which are inefficient and polluting
Create a Speaker's Bureau to Advocate for Specific Issues	Commissioners, staff, TAC members, Cities Association, League of Cities, League of Women Voters, etc.	Compile a list of commissioners and staff to speak on behalf of RWRC at various meetings when a jurisdiction is considering enacting policy or ordinances on environmental matters supported by the RWRC (including emeritus RWRC commissioners)	2-4 months	Low	Highly dependent on Commissioner availability
Prepare EIRs or Master Environmental Assessments for all product bans or restrictions under active consideration	<ul style="list-style-type: none"> CalRecycle administration Legislative Advocacy 	Draft letters to CalRecycle and legislators	1 year	Low	<ul style="list-style-type: none"> Start with exempting certain local source reduction regulations from CEQA (plastic bag and EPS bans; toxics reduction) Inertia Categorical versus Statutory Exemptions

Priority	TAC/Subcommittee	Deliverable(s)	Estimated Time to Complete	Cost Low-med-high	Notes/Challenges
Develop a different method to charge AB939 per ton tip fee (currently on disposal—change to recycling, composting, waste to energy, and disposal)	<ul style="list-style-type: none"> • Legislative • CalRecycle 	<ul style="list-style-type: none"> • Draft letters • Evaluate with County Counsel • Address at the State level 	9 months – 1 year	Medium	<ul style="list-style-type: none"> • Industry opposition • Possible legal opposition
Evaluate high priority ways to get to zero waste	Contractor or studies may already be available	Conduct a waste characterization study	1 year	Medium	
Evaluate long term disposal and processing capacities and opportunities for regional cooperation	Operations	<ul style="list-style-type: none"> • Confirm capacity • Identify locations for disposal/processing • Develop collaborations to achieve capacity 	5 years	Medium to high	No information yet
Compliance assistance with EPS ordinances throughout the County through an agreement with Department of Environmental Health	Enforcement		1-2 years	Low to medium with the opportunity to be fee supported in the future	<ul style="list-style-type: none"> • Man power • Authority

County of Santa Clara

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TECHNICAL ADVISORY COMMITTEE MEETING MINUTES October 11, 2012

VOTING MEMBERS IN ATTENDANCE

ACTERRA	Maija McDonald
CALIFORNIA RESOURCE RECOVERY ASSN.	Clay Reigel
CITY OF CUPERTINO	Cheri Donnelly
CITY OF GILROY	Tony Eulo
CITY OF MILPITAS	Elizabeth Koo
CITY OF MORGAN HILL	Tony Eulo
CITY OF MOUNTAIN VIEW	Cynthia Palacio
CITY OF PALO ALTO	Matthew Krupp
CITY OF SAN JOSE	Skip Lacaze
CITY OF SANTA CLARA	Dave Staub
CITY OF SUNNYVALE	Mark Bowers
COUNTY ENVIRONMENTAL HEALTH	Stan Chau
COUNTY UNINCORPORATED AREA	Lisa Rose
SAN JOSE STATE UNIVERSITY	Terri Ramirez
SIERRA CLUB	Heidi Melander
WEST VALLEY CITIES	Marisa Gan

VOTING MEMBERS NOT ATTENDING

CITY OF CAMPBELL
 CITY OF LOS ALTOS
 CITY OF MONTE SERENO
 CITY OF SARATOGA
 CLARA MATEO
 COUNTY PLANNING DEPARTMENT
 LEAGUE OF WOMEN VOTERS
 SANTA CLARA VALLEY WATER DISTRICT
 SILICON VALLEY LEADERSHIP GROUP
 TOWN OF LOS ALTOS HILLS
 TOWN OF LOS GATOS

OTHERS IN ATTENDANCE

Debbie Basher	City of San Jose
Melissa Baxter	Nothing Wasted
Clifton Chew	SCC IWM
Rob D’Arcy	SCC HHW
Wendy Fong	SCC HHW
Richard Gertman	public
Karen Gissibl	City of Sunnyvale
Walter Lin	City of San Jose

1. Call to Order

Dave Staub, Chair, called the meeting to order at 1:34 p.m. A quorum of 18 was present. Those present introduced themselves.

2. Approval of Minutes

Tony Eulo made a motion to approve the minutes from the September 13, 2012 TAC meeting. The motion was seconded by Dave Staub. All present voted to approve the minutes. Those not present at the September 13, 2012 TAC meeting abstained.

3. Public Presentations

There were no public presentations.

4. EPR Local Options

Rob D'Arcy said there are three parts to this: provide funding to the California Product Stewardship Council; bring the issue to city councils that do not have EPR resolutions; and prioritize which products to pursue.

A question was asked about which stores take back paint and Rob replied that currently there are two in the County: Ace Hardware in Willow Glen and in Palo Alto. He has contacted all retailers in the County and has gotten some positive responses from Orchard Supply Hardware and some mom & pop retail stores. The big box stores have refused because they do not want the burden of hazardous waste (even though they already have to deal with it – corporate issue).

Rob listed his priority of items as follows: 1) paint (the most expensive); 2) fluorescent lamps (dangerous due to mercury – difficult to get legislation due to electronic lobby); 3) batteries (have 76 retailers total participating with an additional 40-60 retailers collecting only rechargeable batteries); 4) pharmaceuticals (challenges due to federal oversight – but cheap to manage); and 5) sharps.

Rob also talked about the authority in passing a countywide ordinance without having each individual city having to adopt it as well. It would require that the public health department to find a crisis on a particular item. Although in 1993, the public health director did assign authority to the director of the department of environmental health as a deputy health officer. Thus, the concept was broached to let the County have some authority for countywide ordinances that benefit all the cities. Perhaps allow a framework so that cities could opt out of the countywide approach through the AB939 agreement.

It was clarified that the memo in the packet came from Rob D'Arcy as Program Manager for the County's HHW Program and not the HHW Subcommittee. He had a correction on the last table for paint which should have 300,000 gallons of paint available for recycling. Additionally a question was asked whether the dollar value for the California Product Stewardship Council was based on a number or the cost of membership in general. It was suggested that it might be better to ask for membership rather than a dollar value since that could change.

A request was made to add treated wood to the list. Mattresses were deemed not to have a good nexus with the list (but still identified as a problem waste).

Rob indicated that he would speak with the Public Health Commission which serves a similar role as the RWRC on health recommendations to the Board of Supervisors.

Mark Bowers made the following motion: 1) Execute and forward a letter to the RWRC requesting all Santa Clara County cities that have not adopted an Extended Producer Responsibility resolution or legislative policy to do so and consider funding the activities of the California Product Stewardship Council; 2) Forward a recommendation to RWRC that the HHW program becomes a dues paying associate of CPSC; and 3) Forward a recommendation to RWRC to develop a countywide take-back ordinance or model local ordinance for producers and/or retailers for at least one of the following products: paint, sharps, fluorescent lamps, pharmaceuticals, mattresses, treated wood and/or batteries. The motion was seconded by Tony Eulo who asked to amend the motion by dividing the first recommendation into two parts. After some discussion, Mark Bowers restated the motion as follows: 1) Forward a letter to the RWRC requesting all Santa Clara County Cities that have not adopted an Extended Producer Responsibility resolution or legislative policy to do so; 2) Forward a letter to the RWRC requesting all Santa Clara County Cities that have not done so, consider funding the activities of the California Product Stewardship Council; 3) Forward a recommendation to RWRC that the HHW program become a dues paying associate of CPSC; and 4) Forward a recommendation to RWRC to develop a countywide take-back ordinance or model local ordinance for producers and/or retailers for the following products: paint, sharps, fluorescent lamps, pharmaceuticals, treated wood and non-rechargeable batteries. He indicated that item four will be left to a future analysis to develop the

authority to proceed (i.e. though the cities or even the water district). All present voted to approve.

5. RWRC Update

Lisa Rose said the recommendation just discussed will go on the December RWRC agenda since the October deadline is next week. For the October agenda: a verbal update on the Org Structure; the 2013 Legislative Policies and Priorities; Karen Gissibl will give an update on the Plastic Packaging Reduction Project along with a packet asking for further direction; TAC minutes and an updated EPS matrix and an updated Single Use Carry-Out Bag matrix. Dave Staub asked about a presentation by Chris Sommers of EOA on the Short-term Trash Reduction Plan and Lisa said she will follow up with Dave after the meeting.

6. Division Manager's Report and Updates on Countywide Programs

- A. Disposal Reporting System – in the TAC packet.
- B. Green Business – in the TAC packet.
- C. Home Composting Education Program – in the TAC packet.
- D. Recycling Hotline – no report.
- E. Other – Lisa Rose had the following announcements: location will be needed to host the holiday potluck meeting. Election of officers will take place at the December meeting and nominations are currently being accepted (please contact Clifton Chew). She said the Ad Hoc Org Study Subcommittee met on September 28 with the new contractor, Cerene St. John of It's A Natural Product. She will produce a draft MOU to discuss during the next conference call meeting on Thursday, October 25. Meeting details as well as the draft will be sent out closer to the meeting date. HCEP held their volunteer recognition event last Tuesday, October 2nd. Green Business had a recognition event that recognized 97 businesses. The following cities will be recognizing green businesses at their City Council meetings: Morgan Hill on October 17 and Mountain View on October 23.

7. Subcommittee Reports and Updates on Countywide Programs

- A. Enforcement – no report.
- B. Household Hazardous Waste – Walter Lin said there was a meeting Thursday, October 4. They discussed Rob D'Arcy's EPR options, HHW cost per car was \$61.18 due to efficiencies and take back programs; participation by jurisdictions (forwarded via email) for the current fiscal year. The next meeting is scheduled for Monday, December 10th.

Mark Bowers noted that many years ago Sunnyvale contracted for HHW services at a cost of \$120/car. When they participated in the Countywide program, the cost went down to around \$62/car which was about fifteen year ago. He would like to commend Rob for maintaining costs.
- C. Implementation Subcommittee – no report. Should schedule a meeting soon to review program budget (no action).
- D. Legislation – Mark Bowers went over the Legislative Policies and Priorities since he missed the last TAC meeting. He suggested that pharmaceutical and sharps take-back program be moved from item seven to item two, Expanded Product Stewardship and Producer Responsibility. Modify item four to include facilities. Pat Showalter made a motion to approve the amended 2013 Legislative Policies and Priorities. The motion was seconded by Dave Staub. All present voted to approve.

Mark also discussed several of the bills in the legislative matrix that was distributed.
- E. Operations – no report.
- F. Public Education – no report.

- G. Source Reduction and Recycling – Karen Gissibl reported they met to discuss: the memo to the RWRC on Plastic Packaging Reduction Project; Nina Butler from Moore Recycling provided an update on plastic recycling (particularly bags). The next meeting will be on October 25 and will be a call in meeting. HCEP will be on the agenda.
- H. Ad Hoc Eco Gardener – Dave Staub said they had not met since the last TAC meeting but is scheduled for Wednesday, October 17. The agenda will go out shortly. Garden Soft will make a presentation on their software program.
- I. Ad Hoc Organizational Study – Previously reported under division manager’s report.
- J. Ad Hoc School Recycling – no report.

8. Future Agenda Items / Guest Speakers

9. Informational Updates and Announcements

- Dave Staub had two of items: 1) Zero Litter Initiative meeting October 24, 9 AM to 1 PM in Campbell; and 2) City of Santa Clara hired Ecology Action to certify 30 ground/maintenance workers as green gardeners.
- Karen Gissibl – Sunnyvale is holding its third public outreach meeting on a possible EPS ban.
- Heidi Melander – Sierra Club Loma Prieta Chapter has hired a zero waste intern.
- Tony Eulo – Waste Board (CalRecycle) representative visited.
- Matthew Krupp had two items on public meetings: 1) Measure E, energy compost facility meeting Wednesday, October 17 from 5 – 7 PM on performance specifications for the RFP; and 2) In November, meeting on residential organics pilot program (single family).
- Cheri Donnelly – 1) Cupertino tentatively scheduled January 15, 2013 a reusable bag ordinance similar to San Jose (to take effect Oct 2013); and 2) anti-litter law where code enforcement will give citations to litterers.
- Cynthia Palacio – 1) Bag ordinance going forward on December 4, 2012 with an effective date of July 1, 2013. San Mateo will be going to its Board of Supervisors on Tuesday October 23, 2012 for final certification of the EIR (effective Earth Day); and 2) She has been working this summer on scavenging.

10. Adjournment

The meeting adjourned at 3:26 p.m.

THE NEXT SCHEDULED TAC MEETING: November 8, 2012 at 1580 Berger Drive (Vector Control)

County of Santa Clara

Recycling and Waste Reduction Commission
Integrated Waste Management Division

1553 Berger Drive, Building #1
San Jose, California 95112
(408) 282-3180 FAX (408) 282-3188
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TECHNICAL ADVISORY COMMITTEE MEETING MINUTES November 8, 2012

VOTING MEMBERS IN ATTENDANCE

ACTERRA	Maija McDonald
CALIFORNIA RESOURCE RECOVERY ASSN.	Clay Reigel
CITY OF CUPERTINO	Cheri Donnelly
CITY OF GILROY	Tony Eulo
CITY OF MILPITAS	Elizabeth Koo
CITY OF MORGAN HILL	Tony Eulo
CITY OF MOUNTAIN VIEW	Lori Topley
CITY OF PALO ALTO	Matthew Krupp
CITY OF SAN JOSE	Skip Lacaze
CITY OF SANTA CLARA	Dave Staub
CITY OF SUNNYVALE	Karen Gissibl
CLARA MATEO	Michael Gross
COUNTY UNINCORPORATED AREA	Elizabeth Constantino
SAN JOSE STATE UNIVERSITY	Bruce Olszewski
SIERRA CLUB	Heidi Melander
WEST VALLEY CITIES	Marva Sheehan

Commissioners: James R. Griffith, Chair; Ronit Bryant, Kansen Chu, Susan Garner, Linda J. LeZotte, Jamie McLeod
Diane McNutt, Cat Tucker, Mike Wasserman, Gilbert Wong

VOTING MEMBERS NOT ATTENDING

CITY OF CAMPBELL
CITY OF LOS ALTOS
CITY OF MONTE SERENO
CITY OF SARATOGA
COUNTY ENVIRONMENTAL HEALTH
COUNTY PLANNING DEPARTMENT
LEAGUE OF WOMEN VOTERS
SANTA CLARA VALLEY WATER DISTRICT
SILICON VALLEY LEADERSHIP GROUP
TOWN OF LOS ALTOS HILLS
TOWN OF LOS GATOS

OTHERS IN ATTENDANCE

Melissa Baxter	Nothing Wasted
Clifton Chew	SCC IWM
Teresa Conel	City of San Jose
Rob D'Arcy	SCC HHW
Wendy Hediger	City of Palo Alto
Paul Ledesma	City of San Jose
Walter Lin	City of San Jose
Jerry Nelson	City of San Jose
Donna Perala	City of San Jose
Lou Ramondetta	Surplus Service
Junko Vroman	City of San Jose

1. Call to Order

Dave Staub, Chair, called the meeting to order at 1:30 p.m. A quorum of 16 was present. Those present introduced themselves.

2. Approval of Minutes

Elizabeth Constantino made a motion to approve the minutes from the October 11, 2012 TAC meeting. The motion was seconded by Tony Eulo. All present voted to approve the minutes. Those not present at the October 11, 2012 TAC meeting abstained.

3. Public Presentations

Lou Ramondetta spoke from a company perspective on reuse. He stated that city and county RFPs are geared toward recycling and not reuse, refurbish or repair of items. He also perceives there to be a big push toward recyclers that have certain certifications or voluntary certifications that small business are required to utilize and that such requirements limit competition. This makes it difficult for small businesses to survive in this area.

4. 2013 TAC Chair and Subcommittee assignments

Dave Staub went over the proposed slate of officers and indicated there were openings for Chairs of certain committees. He stated that some individuals expressed an interest in serving as a subcommittee Chair or continuing on in their Chair role for another year. Dave said that if you are interested in one of the open positions, please submit your name to him or the County.

It was recommended that we no longer list ad-hoc subcommittees due to their temporary nature.

5. Ad Hoc Organizational Study MOA Update

Dave Staub said there have been two meetings to develop a rough draft of MOA. The next conference call meeting is scheduled for November 13, 2012 at 10AM. The draft MOA will be brought to TAC in December.

6. 2013 RWRC Work Plan

Elizabeth Constantino said the work plan was developed per the request of Commissioner Griffith who favors an approach similar to one used for the City of Sunnyvale Council members. This particular process produces a non-prioritized list with pertinent information and then allows the Commissioners to set priorities based on the information they receive from staff.

Working through the list:

Extended Producer Responsibility – HHW; listed; multi-year process with January RWRC for initial version of EPR ordinances brought to jurisdictions within eight months; low cost; challenge is for each jurisdiction to pass an ordinance.

Add to list: waste characterization study.

Trash in Waterways – SRR; legislation (coordinate efforts) and advocacy; on-going timeline; low cost (economy of scale); (add mattresses, carpet, other non-hazardous materials) [change stormwater to watershed protection]

Add to list: Compliance assurance question with regard to EPS in food serving establishments – Enforcement; would require an agreement with DEH; one to two years; low to medium cost with future to be fee supported; challenge of 1) man power and 2) authority.

Model EPP – SRR; polished piece for private companies (on CDR website); two months; no cost.

- Finding Markets for Hard to Recycle Items – Legislative; letter to local legislative representatives requesting their support to finding markets; two months; low cost; challenge is consistent with already adopted legislative platform. [take out specific items and hyphenate Hard-to-Recycle].
- Scavenging/Illegal Dumping – Enforcement; report on effective ordinances and enforcement efforts (best practices); seven months; low cost; [separate the two issues].
- Organizational Structure MOA – Ad Hoc; create MOA between Cities and County; final draft to RWRC in Dec 2012 (signatures by July 2013); already budgeted.
- Organics Processing – Legislative; develop legislative priority along with lobbying effort; six months; low cost; challenges listed. (AB939 Fee increase).
- Create a Speaker’s Bureau to Advocate for Specific Issues – two to four months; low costs; challenges dependent on commissioner availability. [Including Commissioners emeritus]
- Prepare EIRs/Categorical Exemptions for bags/EPS ordinances – Legislation; advocacy or in CalRecycle; long term; low cost;
- Develop different method to charge AB939 per ton tip fee – Legislation; deliverables 1) letters and 2) evaluate with County Counsel; nine months to one year; medium cost; challenge 1) local level not possible and 2) industry and counsel opposition. [CalRecycle could increase their funding]
- Add to list: Evaluate long term disposal and processing capacity and opportunities for regional cooperation – Operations; deliverables 1) confirm capacity; 2) identify other locations for disposal/processing and 3) develop something collaboratively if there is no capacity; five years; medium to high cost; challenges no information yet.

7. RWRC Update

Elizabeth Constantino said the RWRC will be meeting on Monday, December 17 at 5PM in the Isaac Newton Senter Auditorium at 70 West Hedding.

8. Division Manager’s Report and Updates on Countywide Programs

- A. Disposal Reporting System – in the TAC packet.
- B. Green Business – in the TAC packet.
- C. Home Composting Education Program – in the TAC packet.
- D. Recycling Hotline – no report.
- E. Other – Elizabeth Constantino had the following announcements: 1) there was a correction to the HCEP report; 2) Jurisdictions should have received their Kirby Canyon checks and when the very small amount of additional interest comes in she will ask how jurisdictions would like it distributed; 3) there has been some success in collecting (no checks yet) straggling AB939 fees for material taken out of the County; 4) do we want to have a joint TAC meeting and if so, with whom; 5) elections coming up, let Dave, Elizabeth or Clif know of any nominations; and 6) looking for a December TAC location (traditionally a potluck) which will be held on Wednesday, December 5 (**NOTE DATE CHANGE**). She has reserved the Berger Drive Auditorium as a backup location.

9. Subcommittee Reports and Updates on Countywide Programs

- A. Enforcement – no report.
- B. Household Hazardous Waste – Walter Lin said there was no meeting this month. The next meeting is December 10.

- C. Implementation Subcommittee – Dave Staub said the next meeting is November 15 at 2PM in the 2nd Floor Conference Room at 1553 Berger Drive.
- D. Legislation – no report.
- E. Operations – no report.
- F. Public Education – 1) talked about garage sales, Cupertino and Sunnyvale have one on the same day. CDR has offered to update the city data sheets for their database. In the future, jurisdictions can look at the database to plan their garage sales to coincide or avoid similar dates; 2) looked at the new paint law. Rob D’Arcy requested that if jurisdictions publicize paint take back stores, please include links to the HHW website so that the most recent list will be available with phone numbers; and 3) next meeting is November 27 (will discuss HCEP outreach appearance consistency).
- G. Source Reduction and Recycling – Karen Gissibl said HCEP was discussed and then 1) forwarded to PubEd to develop a more consistent outreach appearance countywide; 2) County will conduct HCEP workshop registration with information available to cities; and 3) County offered to do bin sales at workshops.
- H. Ad Hoc Eco Gardener – Dave Staub said the group has not met since the last TAC meeting but the next meeting is scheduled for November 13 at noon in Room T-1352 San Jose City Hall.
- I. Ad Hoc Organizational Study – Previously reported by the Chair under item #5.
- J. Ad Hoc School Recycling – TAC members voted to disband this ad hoc subcommittee.

10. Future Agenda Items / Guest Speakers

Is it possible/desirable to have a portion of the existing fee or a new fee placed at the landfill to finance anti-litter as it relates to solid waste activities? (Paul Ledesma) [January meeting]

Elizabeth Constantino expressed interest in learning about the City of San Jose’s food waste pilot program. [First quarter 2013]

Karen Gissibl asked if members were interested in a presentation from World Centric.

11. Informational Updates and Announcements

- Heidi Melander informed TAC it will be hard for her to attend before 2PM.
- Paul Ledesma said Monday, December 3 San Jose ESD will be going to the Transportation and Environment Committee with an update on the single use bag ordinance and provide some early metrics. They will also provide a preview on the development of an expanded polystyrene ordinance.
- Karen Gissibl had two items: 1) EPS ban will go to Council on December 18; and 2) second phase of plastic bag ban (smaller stores) will take effect in March.
- Matthew Krupp had three items: 1) this Saturday on compost pilot program with two options – reduce or no garbage collection; 2) bag ordinance going to council study session on December 3 (eliminate from restaurant); and 3) wanted to remove from the parking lot regulatory priorities.
- Michael Gross said Zanker/Z-Best will be marketing filtration socks using compost and wood chips.
- Tony Eulo said Morgan Hill City Council directed staff to develop an ordinance on single use carry-out bags and EPS (two separate ordinances) and to begin the public engagement process. They appropriated \$16k to hire temporary staff to begin efforts this year. He thanked Lori Topley from Mountain View and Karen Gissibl and Kathryn Cooke from Sunnyvale for their assistance.

- Walter Lin announced San Jose had several job openings: a Deputy Director for the watershed; a Deputy Director for waste water; an Assistant Director for ESD and a Director for the library.
- Lori Topley said the bag ordinance is going to Council December 4, and the recommended effective date will be Earth Day 2013.
- Elizabeth Constantino said IWM has done some focus group meetings for the new franchise agreements. IWM has also done some stakeholder meetings with residents and haulers. IWM has also been asking jurisdictions for their franchise agreements to use as models. In the future IWM will be asking members to assist in the selection process sometime around June 2013.
- Cheri Donnelly said Cupertino's plastic bag ordinance will go to Council on January 15.

12. Adjournment

The meeting adjourned at 3:38 p.m.

THE NEXT SCHEDULED TAC MEETING: **December 5, 2012 at South Bay Yacht Club, 1491 Hope Street, San Jose (Alviso), CA 95002.**

County of Santa Clara

RECYCLING AND WASTE REDUCTION COMMISSION OF SANTA CLARA COUNTY
Environmental Resources Agency
Department of Agriculture and Resource Management
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RECYCLING AND WASTE REDUCTION COMMISSION OF SANTA CLARA COUNTY

Mission

The Commission’s mission is to conserve, protect and preserve the environmental resources of our community through advocacy, education and outreach programs; to reuse, reduce, recycle and intelligently dispose of waste materials; and to promote composting, pollution and waste prevention and sustainable living practices for all the people in Santa Clara County.

Commissioner Roster for 2013

Commissioners

Ronit Bryant, City of Mountain View
Kansen Chu, City of San Jose
Vacant
James R. Griffith, City of Sunnyvale, Chair

Linda J. LeZotte, SCVWD
Diane McNutt, Town of Los Gatos

Vacant
Cat Tucker, City of Gilroy
Mike Wasserman, County of Santa Clara
Gilbert Wong

Representing

Member-at-Large (All Jurisdictions)
City of San Jose
Member-at-Large (All Jurisdictions)
SMaRT Station Cities (Mountain View, Palo Alto, Sunnyvale)
Santa Clara Valley Water District
West Valley Cities (Campbell, Los Gatos, Monte Sereno, Saratoga)
Central County Cities (Milpitas, Santa Clara)
South County Cities (Gilroy, Morgan Hill)
County of Santa Clara
North County Cities (Cupertino, Los Altos, Los Altos Hills)

Commissioners: James R. Griffith, Chair; Ronit Bryant, Kansen Chu, Linda J. LeZotte, Diane McNutt, Cat Tucker, Mike Wasserman, Gilbert Wong

County of Santa Clara

Recycling and Waste Reduction Commission
Integrated Waste Management Division

1553 Berger Drive, Building #1
San Jose, California 95112
(408) 282-3180 FAX (408) 282-3188
www.ReduceWaste.org



RECYCLING AND WASTE REDUCTION COMMISSION OF SANTA CLARA COUNTY

2013 MEETING SCHEDULE

Unless otherwise noted on the meeting agenda, the Recycling and Waste Reduction Commission of Santa Clara County will meet on the **4th WEDNESDAY** of every even numbered month at 5:15 p.m. except the December meeting (due to holidays). Meetings will be held at **ISAAC NEWTON SENTER AUDITORIUM 70 WEST HEDDING STREET** unless otherwise noted on the agenda. The Commission meeting dates for 2013 are as follows:

Wednesday, February 27, 2013

Wednesday, April 24, 2013

Wednesday, June 26, 2013

Wednesday, August 28, 2013 – Election of Officers

Wednesday, October 23, 2013 – Review 2014 Legislative Priorities

Wednesday, December 11, 2013 (off schedule to due to holidays)

COMMUTE ALTERNATIVES: The Board of Supervisors encourages the use of commute alternatives including bicycles, carpooling, and hybrid vehicles.

Public transit access is available to and from the County Government Center, 70 West Hedding St., San Jose, California by VTA bus lines *61, 62, 66, 181 and Light Rail. (*61 Southbound last trip is at 8:55 p.m. for this location.) For trip planning information, contact the VTA Customer Service Department at 408-321-2300 Monday through Friday between the hours of 6:00 a.m. to 7:00 p.m., and on Saturday from 7:30 a.m. to 4:00 p.m. Schedule information is also available on the web at www.vta.org.

Bicycle parking racks are available in the James McEntee, Sr., Plaza in front of the County Government Center building.

Commissioners: James R. Griffith, Chair; Ronit Bryant, Kansen Chu, Linda J. LeZotte, Diane McNutt, Cat Tucker, Mike Wasserman, Gilbert Wong