

AGENDA ITEM NO. 11
COUNCIL MEETING 12/2/08
APPROVED BY

December 2, 2008

DEPARTMENT DIRECTOR

CITY MANAGER

FROM: RENE A. RAMIREZ, Director
Department of Public Utilities *RR*

THROUGH: BILL O'BRIEN, Assistant Director
Solid Waste Division Management Division *WBO*

BY: ROBERT WEAKLEY, Chief of Operations
Solid Waste Management Division *RW*

SUBJECT: APPROVE AND AUTHORIZE A SUCCESSOR AB 939 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY OF FRESNO AND THE CITY, SUCCESSOR TO COUNTY AGREEMENT NO. 04-245 (JUNE 2004), FOR THE COORDINATION AND COUNTYWIDE MANAGEMENT OF HOUSEHOLD HAZARDOUS WASTES (HHW) AND RELATED EDUCATION AND PUBLIC INFORMATION

KEY RESULT AREA

Public Safety

Presented to City Council
Date 12/2/08
Disposition Approved

RECOMMENDATION

It is recommended that the City Council approve the attached MOU and authorize the Director of Public Utilities to execute the MOU on behalf of the City. The recommended MOU continues management of the countywide AB 939 HHW programs, related education and public information programs identified in the AB 939 Source Reduction Recycling Elements (SRRE) plans through a countywide collaboration of the County and 15 cities, and adds the creation of a regional, permanent HHW management facility to the program.

EXECUTIVE SUMMARY

Execution of the MOU ensures requirements legislated by the California Integrated Waste Management Board (CIWMB) through AB 939 are met. The recommended action, which is also being taken or has been taken by the 15 other cities of Fresno County, provides the County with the authority and ongoing funding in order to manage the countywide AB 939 HHW program and SRRE plans, and advances development and construction of a grant funded permanent HHW facility in the metropolitan region. The MOU also addresses future funding requirements to operate a permanent HHW facility through adjustments to an existing County landfill surcharge, which was established in 1990 at \$0.65 per ton and has not been adjusted in the past 18 years. A five-year landfill surcharge rate adjustment is proposed in the MOU beginning with a \$0.35 per ton increase in January 2009 (FY09) followed by annual \$0.35 per ton increases through FY14 at which time the landfill surcharge could be \$2.40 per ton. The current HHW program serves approximately 2,600 participants annually and will be able to serve some 14,000 HHW participants per year with the landfill surcharge adjustments. Each \$0.35 per ton increase to the landfill surcharge will add approximately \$100,000 in additional landfill charges to the Solid Waste operational costs. These additional operational costs will be absorbed for the

remainder of the Department's five-year rate plan and will not affect our customer's rates. It is important to note that the collaboration between the County and all 15 cities mitigates the need for each community to implement its own HHW program.

KEY OBJECTIVE BALANCE

The recommendation balances the three key objectives of Customer Satisfaction, Employee Satisfaction and Financial Management. Customer Satisfaction and Employee Satisfaction are satisfied through the implementation and execution of the grant funded HHW facility provided to residents, businesses and the general public. Financial Management is satisfied by the full use of grant funds to build and begin operation of a permanent facility.

BACKGROUND

AB 939 requires each city and county in the State to prepare and implement several solid waste management plans in order to meet the 50% diversion mandates. The County and the 15 cities entered into an MOU in 1990 and agreed to a \$0.65 per ton surcharge at County operated landfills to fund implementation of the SRRE plans. In 1993, the MOU was amended to jointly prepare the AB 939 plans and coordinate the countywide implementation of related education and public information for HHW management programs. It was agreed by all that the \$0.65 per ton surcharge would remain in effect to fund these activities. It is important to note that the \$0.65 per ton landfill surcharge has not changed since 1990. The 1993 MOU expired in June 2002 but its provisions continued to govern all relationships and activities with respect to coordination and implementation of the countywide HHW program until a successor MOU was adopted in July 2004 (County Agreement No. 04-245).

In the summer of 2006, the County and its 15 cities agreed to adopt a successor MOU, the recommended MOU, to continue the collaborative HHW program efforts countywide. Execution of the recommended MOU authorizes the County to continue as the lead agency to provide or contract for delivery of programs and services described in the recommended MOU, Annual Work Plan (AWP). The recommended MOU has a five-year term with an automatic five-year unless a majority of the parties desire otherwise as set forth in the MOU. This MOU contains a mutual indemnification clause, as did the predecessor MOU.

New with the recommended MOU and its AWP is a permanent HHW facility. The County was successful last year, with much assistance of Department staff, in receiving a \$300,000 grant for construction of a permanent HHW facility. A countywide search was conducted and a site selected within the Fresno metropolitan area along south Elm near the Sunset Recycling Facility in an industrially zoned part of the community. The County is currently in the process of contracting for the operation of the HHW facility, which is to be funded from the landfill surcharge. The current HHW program, with no permanent site, facilitates two HHW collection events per year serving about 2,600 participants and costing approximately \$400,000 per year or about \$150.00 per participant. All cities agree that it is time for a permanent HHW facility and a site selected in the metropolitan area makes sense as well. A mobile HHW collection program will continue twice per year in the rural communities of the county. Over the next ten years, the HHW program has a goal to increase participation due to a permanent HHW site and reduce the cost of participation to \$75.00. This is comparable to other similar HHW programs within the State. At this time a permanent HHW facility is contemplated to be open on Fridays and Saturdays, except holidays, for approximately 100 days per year, which is a significant increase over the current two-time per year HHW collection events.

The recommended MOU also addresses future funding requirements to operate a permanent HHW facility through adjustments to an existing County landfill surcharge. A five-year landfill surcharge rate adjustment is



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12/2/08

Agenda Item

CITY OF FRESNO
City Clerk's Office (Original)

DATE: January 6, 2009

TO: Board of Supervisors

FROM: Alan Weaver, Director *Alan Weaver*
Department of Public Works and Planning

SUBJECT: Successor AB 939 Memorandum of Understanding Between the County and the 15 Cities and an Amendment to the County Master Schedule of Fees, Charges and Recovered Costs

RECOMMENDED ACTIONS:

1. Approve and authorize the Chairman to execute a successor Memorandum of Understanding (Successor MOU) between the County and the 15 Cities to allow for the continued implementation/funding of county-wide AB 939 education, public information and household hazardous waste (HHW) management programs.
2. Conduct first hearing and approve recommended Ordinance to amend the Fresno County Master Schedule of Fees, Charges and Recovered Costs (Master Schedule) Ordinance by amending Subsection 2801(a1, a2 and b), Subsection 2802 (a, b and f) and Subsection 2806(a) related to County Solid Waste Management Fee (Exhibit A1 through A5) and waive reading of Ordinance in its entirety and set second hearing for January 13, 2009.

The recommended actions will allow the County, as lead agency, to continue to implement county-wide AB 939-related education, public information and HHW management programs, and to initiate the five-year process to increase the AB 939 surcharge (from \$.65 per-ton to \$2.40 per-ton), which is required to fully fund the activities covered by the Successor MOU, including development and operation of a regional, permanent management HHW Facility (Facility) and a local network of HHW drop-sites (Local Network). The first \$.35 recommended fee increase will go into effect on February 14, 2009 with your Board's approval.

ADMINISTRATIVE OFFICE REVIEW

BOARD ACTION: DATE

January 6, 2009

Brandi Orth

APPROVED AS RECOMMENDED

Page 1 of 11
OTHER



SEE PAGE 4 FOR BOARD ACTION

Official Action of Board of Supervisors

UNANIMOUS

ANDERSON

CASE

LARSON

PEREA

POOCHIGIAN

ALTERNATIVE ACTIONS:

Alternatives to Recommended Action 1:

Staff has identified three possible alternatives to the first recommended action: 1) postpone acting on this recommendation at this time; 2) request that an alternative or revised version of the Successor MOU be submitted at a later date; or 3) decline to execute the recommended action.

Alternatives to Recommended Action 2:

Staff has identified two possible alternatives to the second recommended action: 1) postpone acting on this recommendation at this time; or 2) decline to approve the recommended action.

FISCAL IMPACT:

There is no net County cost associated with the recommended actions. Implementation of the activities covered by the Successor MOU would be funded by the AB 939 surcharge without County General Fund support. Sufficient appropriations and estimated revenues are included in the FY 2008-09 Department of Public Works and Planning, Resources Division Budget (Org. 9015). The County Auditor-Controller reviewed and approved the cost study prepared for this project by staff (Exhibit A).

The AB 939 surcharge consists of that portion of the County Solid Waste Management Fee (Subsection 2806[a]) of the Master Schedule that funds the regional AB 939-related services specified in the current and Successor MOUs. The recommended action would raise the AB 939 surcharge from the current rate of \$.65 per-ton, by \$.35 per-ton, per year, over a period of five fiscal years, to \$2.40 per-ton, at which time the full \$1.75 per-ton recommended increase will have been implemented.

When fully implemented, the recommended increase is anticipated to cost each household located in the County approximately \$.20 to \$.40 per month, assuming that each household disposes the State average of one to two tons of solid waste per year. A table summarizing the projected impact of the recommended increase on the average household located in a city (based upon a State average disposal rate of one ton per household per year) is provided as Attachment One; Attachment Two lists the rate increases in the unincorporated areas of the County that participate in the AB 939 Exclusive Service Area (ESAP) program. (The rate changes in the ESAP are based upon a formula defined in the ESAP agreements.)

IMPACTS ON JOB CREATION:

Approval of the recommended actions will not directly impact creation of jobs.

DISCUSSION:

As discussed in the April 7, 2008, Board Briefing Report, the additional AB 939 surcharge revenues will be used to develop and operate HHW management programs (primarily the HHW Facility and the Local Network), resulting in an increase in the number of County residents that can be served by the programs included in the Successor MOU (from the current level of less than 1%, to an estimated 4% of County residents, by the end of FY 2013), and the volume of HHW that can be properly and cost-effectively managed. Some funding will also be allocated to the management of HHW abandoned in the public right-of-way, vacant lots and in rural areas, which is brought to the HHW Facility. (The HHW Facility is anticipated to reduce the amount of HHW abandoned in the County and to provide a much more cost-effective option for the ongoing management of the abandoned HHW collected by public agencies.)

The new services to be provided under the Successor MOU are necessary: 1) to manage the increase in the types and volume of wastes required by recent legislation to be managed as HHW; and 2) to respond to requests from residents of the County to have more and better access to HHW management services. (Over 400 County residents had to be turned away at each of the last two HHW drop-off events because of funding limitations.) All of the 15 Cities have adopted the Successor MOU and are recommending that the Board approve, via an amendment to the Master Schedule, an increase in the AB 939 surcharge, to fund recommended program improvements such as the proposed HHW Facility and the Local Network. Unless or until the recommended increase in the AB 939 surcharge is approved, HHW services provided under the Successor MOU would be similar to, if not more limited than, the twice-a-year HHW drop-off events provided under the current MOU.

The AB 939 surcharge is just one component of the tipping fee charged at County-operated solid waste facilities. There are a variety of other factors that have the potential to impact County landfill tipping fees and the cost of solid waste management. These factors include a proposed \$1.31 per-ton increase in the Health Department Fee (Subsection 2806[b]) of the Master Schedule under consideration by the County Department of Public Health and a possible increase in the State Waste Board (AB 1220) Fee of \$.60 per-ton that was proposed but died during the last legislative session. Rates paid by the public for solid waste management services can also be affected by factors other than increases in tipping fees. The next annual automatic cost-of-living rate adjustment, provided for in the ESAP agreements, will be implemented during the spring of 2009. It is likely that the majority of the haulers will elect to pass the recommended AB 939 surcharge increase on to their customers. In addition, representatives from several cities have indicated that their municipal haulers will be/are currently requesting that service rates be renegotiated in order to address the impact of unanticipated surges in operating costs (e.g., fuel surcharges). County staff has also heard from some of the ESAP haulers proposing similar increases due to fuel cost issues.

If the Board should not approve and execute the Successor MOU, the California Integrated Waste Management Board would require the County and each of the 15 Cities to revise its HHW Element to reflect how HHW services will be funded and managed locally in the absence of a regional program.

OTHER REVIEWING AGENCIES:

The AB 939 MOU Committee, consisting of delegates from the County and each of the 15 Cities, participated in the development of the Successor MOU, the cost study and the recommended rate increase.

Each of the 15 Cities has approved the Successor MOU, including a recommendation that the Board increase the surcharge by \$.35 per-ton per fiscal year, over a five-year period, starting in FY 2008-09. The City of Kerman submitted a letter (Attachment Three) recommending that the Board set the effective date of the increase to coincide with the beginning of the new fiscal year (July 1, 2009).

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APPROVED RECOMMENDED ACTION ONE OF AGENDA ITEM

ADOPTED by the following vote, to-wit:
AYES: Supervisors Larson, Case, Perea, Poochigian, Anderson
NOES: None
ABSENT: None
ABSTAIN: None

APPROVED RECOMMENDED ACTION TWO OF AGENDA ITEM

ADOPTED by the following vote, to-wit:
AYES: Supervisors Case, Larson, Perea, Anderson
NOES: None
ABSENT: None
ABSTAIN: Supervisor Poochigian

Attachment One

RECOMMENDED AB 939 SURCHARGE INCREASES AND PROJECTED FISCAL IMPACTS ON THE AVERAGE HOUSEHOLD LOCATED WITHIN AN INCORPORATED CITY IN FRESNO COUNTY

	Current Program	Year 1 (2008-2009) (beginning January 2009)	Year 2 (2009-2010)	Year 3 (2010-2011)	Year 4 (2011-2012)	Year 5 (2012-2013)
Recommended Surcharge Increase Per-Ton	N/A	\$.35	\$.35	\$.35	\$.35	\$.35
Surcharge Rate Per-Ton	\$.65	\$ 1.00	\$ 1.35	\$ 1.70	\$ 2.05	\$ 2.40
Estimated No. Program Participants[^]	3,000	2,000	8,000	10,000	12,000	14,000
Yearly Program Cost/ CITY Household (Monthly)*	\$.65 (\$.05)	\$ 1.00 (\$.08)	\$ 1.35 (\$.11)	\$ 1.70 (\$.14)	\$ 2.05 (\$.17)	\$ 2.40 (\$.20)

[^]Within the scope of the recommended proposal (January through June 2009), there would be one traditional HHW drop-off event in the spring of 2009, as the first of the two annual drop-off events scheduled for Fiscal Year 2008-09 was held in November 2008. The estimated number of participants in Year 2 reflects the increased service level anticipated when the new regional permanent HHW management facility is fully operational.

*Based upon an estimated disposal rate of one ton of solid waste landfilled per year per household.

Attachment Two

The following tables reflect the impact of the recommended AB 939 Surcharge increase on solid waste management rates in the unincorporated areas of the County. These numbers were derived by using the formula for calculating how increases in the AB 939 surcharge (a component of the disposal tipping fee) shall be reflected in the AB 939 Exclusive Service Area Program service rates.

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MAXIMUM RESIDENTIAL CART RATES

(\$ per month, per customer) – Revised to include AB 939 Surcharge Increase, January 2009

URBAN SERVICE RATE AREA--MANDATORY

Cart Size	Current Rates	AB 939 Surcharge Increase	New Rate -- Inc. Surcharge Adjustment
30-gal cont	22.23	\$ 0.02	\$22.25
60-gal cont	25.92	\$ 0.04	\$25.96
90-gal cont	31.16	\$ 0.05	\$31.21

RURAL WITH GREEN WASTE SERVICE RATE AREA--MANDATORY SERVICE

Cart Size	Current Rates	AB 939 Surcharge Increase	New Rate -- Inc. Surcharge Adjustment
30-gal cont	N/A	N/A	N/A
60-gal cont	\$31.95	\$ 0.04	\$31.99
90-gal cont	\$35.93	\$ 0.05	\$35.98

RURAL WITHOUT GREEN WASTE SERVICE RATE AREA--MANDATORY

Cart Size	Current Rates	AB 939 Surcharge Increase	New Rate -- Inc. Surcharge Adjustment
30-gal cont	N/A	N/A	N/A
60-gal cont	\$28.60	\$ 0.04	\$28.64
90-gal cont	\$34.10	\$ 0.05	\$34.15

MOUNTAIN SERVICE RATE AREA--MANDATORY

Cart Size	Current Rates	AB 939 Surcharge Increase	New Rate -- Inc. Surcharge Adjustment
30-gal cont	N/A	N/A	N/A
60-gal cont	\$41.44	\$ 0.04	\$41.48
90-gal cont	\$46.83	\$ 0.05	\$46.88

URBAN SERVICE RATE AREA--NON-MANDATORY

Cart Size	Current Rates	AB 939 Surcharge Increase	New Rate -- Inc. Surcharge Adjustment
30-gal cont	\$22.23	\$ 0.02	\$22.25
60-gal cont	\$26.67	\$ 0.04	\$26.71
90-gal cont	\$33.17	\$ 0.05	\$33.22

RURAL WITH GREEN WASTE SERVICE RATE AREA--NON-MANDATORY

Cart Size	Current Rates	AB 939 Surcharge Increase	New Rate -- Inc. Surcharge Adjustment
30-gal cont	N/A	N/A	N/A
60-gal cont	\$34.31	\$ 0.04	\$34.35
90-gal cont	\$39.09	\$ 0.05	\$39.14

RURAL WITHOUT GREEN WASTE SERVICE RATE AREA--NON-MANDATORY

Cart Size	Current Rates	AB 939 Surcharge Increase	New Rate -- Inc. Surcharge Adjustment
30-gal cont	N/A	N/A	N/A
60-gal cont	\$29.28	\$ 0.04	\$29.29
90-gal cont	\$34.60	\$ 0.05	\$34.85

MOUNTAIN SERVICE RATE AREA--NON-MANDATORY

Cart Size	Current Rates	AB 939 Surcharge Increase	New Rate -- Inc. Surcharge Adjustment
30-gal cont	N/A	N/A	N/A
60-gal cont	\$41.44	\$ 0.04	\$41.48
90-gal cont	\$46.83	\$ 0.05	\$46.88

MAXIMUM BIN COLLECTION RATES
 (\$ per month, per customer) – Revised to Include AB 939 Surcharge Increase, January 2009

Service Description	Service Rate Area							
	Urban		Rural with Green Waste		Rural without Green Waste		Mountain	
	Mandatory/Non-Mandatory	New Rate - Inc. Surcharge Rate Adjustment	Mandatory/Non-Mandatory	AB 939 Surcharge Increase	New Rate - Inc. Surcharge Rate Adjustment	Mandatory/Non-Mandatory	AB 939 Surcharge Increase	New Rate - Inc. Surcharge Rate Adjustment
1 cu yd, 1 pickup/wk	\$60.15	\$ 0.11	\$69.02	\$ 0.11	\$70.07	\$69.55	\$ 0.11	\$69.66
1 cu yd, 2 pickups/wk	\$111.15	\$ 0.23	\$120.09	\$ 0.23	\$118.97	\$121.89	\$ 0.23	\$122.12
1 cu yd, 3 pickups/wk	\$162.14	\$ 0.34	\$174.99	\$ 0.34	\$177.61	\$180.16	\$ 0.34	\$180.50
1 cu yd, 4 pickups/wk	\$213.14	\$ 0.46	\$234.49	\$ 0.46	\$241.16	\$242.91	\$ 0.46	\$243.37
1 cu yd, 5 pickups/wk	\$264.15	\$ 0.57	\$296.40	\$ 0.57	\$310.98	\$306.66	\$ 0.57	\$307.25
1 cu yd, 6 pickups/wk	\$315.15	\$ 0.68	\$362.31	\$ 0.68	\$388.84	\$373.23	\$ 0.68	\$373.91
1.5 cu yd, 1 pickup/wk	\$69.67	\$ 0.17	\$80.02	\$ 0.17	\$77.63	\$77.80		
1.5 cu yd, 2 pickups/wk	\$128.84	\$ 0.34	\$141.58	\$ 0.34	\$132.98	\$133.32		
1.5 cu yd, 3 pickups/wk	\$188.00	\$ 0.51	\$207.30	\$ 0.51	\$197.57	\$198.08		
1.5 cu yd, 4 pickups/wk	\$247.15	\$ 0.68	\$278.12	\$ 0.68	\$270.61	\$271.29		
1.5 cu yd, 5 pickups/wk	\$306.30	\$ 0.85	\$351.80	\$ 0.85	\$350.99	\$351.84		
1.5 cu yd, 6 pickups/wk	\$365.46	\$ 1.02	\$428.23	\$ 1.02	\$435.92	\$436.94		
2 cu yd, 1 pickup/wk	\$78.49	\$ 0.23	\$91.27	\$ 0.23	\$85.34	\$97.24	\$ 0.23	\$97.47
2 cu yd, 2 pickups/wk	\$146.15	\$ 0.46	\$163.10	\$ 0.46	\$146.98	\$147.44	\$ 0.46	\$148.26
2 cu yd, 3 pickups/wk	\$213.85	\$ 0.68	\$239.63	\$ 0.68	\$217.52	\$218.20	\$ 0.68	\$244.18
2 cu yd, 4 pickups/wk	\$281.50	\$ 0.91	\$321.74	\$ 0.91	\$300.05	\$334.42	\$ 0.91	\$335.33
2 cu yd, 5 pickups/wk	\$349.17	\$ 1.14	\$406.65	\$ 1.14	\$391.02	\$423.48	\$ 1.14	\$424.62
2 cu yd, 6 pickups/wk	\$416.84	\$ 1.37	\$494.15	\$ 1.37	\$483.21	\$516.50	\$ 1.37	\$517.87
3 cu yd, 1 pickup/wk	\$95.31	\$ 0.34	\$115.48	\$ 0.34	\$104.72	\$126.58	\$ 0.34	\$126.92
3 cu yd, 2 pickups/wk	\$179.10	\$ 0.68	\$209.39	\$ 0.68	\$181.77	\$235.22	\$ 0.68	\$235.90
3 cu yd, 3 pickups/wk	\$262.89	\$ 1.02	\$309.04	\$ 1.02	\$271.05	\$314.90	\$ 1.02	\$315.92
3 cu yd, 4 pickups/wk	\$346.67	\$ 1.37	\$415.63	\$ 1.37	\$370.74	\$433.37	\$ 1.37	\$434.74
3 cu yd, 5 pickups/wk	\$430.47	\$ 1.71	\$525.15	\$ 1.71	\$472.22	\$548.88	\$ 1.71	\$550.59
3 cu yd, 6 pickups/wk	\$514.24	\$ 2.05	\$637.68	\$ 2.05	\$582.11	\$667.89	\$ 2.05	\$669.94

MAXIMUM BIN COLLECTION RATES
(\$ per month, per customer)

Service Description	Service Rate Area											
	Urban		Rural with Green Waste		Rural without Green Waste		Mountain		Mountain			
	Mandatory/Non-Mandatory	New Rate - Inc. Surcharges Rate Adjustment	Mandatory/Non-Mandatory	New Rate - Inc. Surcharges Rate Adjustment	Mandatory/Non-Mandatory	New Rate - Inc. Surcharges Rate Adjustment	Current Rates	AB 939 Surcharges Increase	Mandatory/Non-Mandatory	AB 939 Surcharges Increase		
4 cu yd, 1 pickup/wk	\$104.18	\$ 0.46	\$104.64	\$140.84	\$ 0.46	\$141.30	\$125.66	\$ 0.46	\$126.12	\$162.71	\$ 0.46	\$163.17
4 cu yd, 2 pickups/wk	\$196.65	\$ 0.91	\$197.56	\$249.44	\$ 0.91	\$250.35	\$220.02	\$ 0.91	\$220.93	\$303.83	\$ 0.91	\$304.74
4 cu yd, 3 pickups/wk	\$289.10	\$ 1.37	\$290.47	\$381.82	\$ 1.37	\$383.19	\$328.62	\$ 1.37	\$329.99	\$407.76	\$ 1.37	\$409.13
4 cu yd, 4 pickups/wk	\$381.57	\$ 1.82	\$383.39	\$514.14	\$ 1.82	\$515.96	\$451.87	\$ 1.82	\$453.69	\$554.85	\$ 1.82	\$556.67
4 cu yd, 5 pickups/wk	\$474.05	\$ 2.28	\$476.33	\$649.92	\$ 2.28	\$652.20	\$577.68	\$ 2.28	\$579.96	\$702.72	\$ 2.28	\$705.00
4 cu yd, 6 pickups/wk	\$566.51	\$ 2.73	\$569.24	\$788.92	\$ 2.73	\$791.65	\$712.49	\$ 2.73	\$715.22	\$854.42	\$ 2.73	\$857.15
5 cu yd, 1 pickup/wk*	\$119.50	\$ 0.57	\$120.07	\$172.14	\$ 0.57	\$172.71	\$146.69	\$ 0.57	\$147.26			
5 cu yd, 2 pickups/wk	\$226.46	\$ 1.14	\$227.60	\$313.08	\$ 1.14	\$314.22	\$258.38	\$ 1.14	\$259.52			
5 cu yd, 3 pickups/wk	\$333.41	\$ 1.71	\$335.12	\$470.87	\$ 1.71	\$472.58	\$390.17	\$ 1.71	\$391.88			
5 cu yd, 4 pickups/wk	\$440.34	\$ 2.28	\$442.62	\$634.52	\$ 2.28	\$636.80	\$533.29	\$ 2.28	\$535.57			
5 cu yd, 5 pickups/wk	\$547.31	\$ 2.84	\$550.15	\$802.34	\$ 2.84	\$805.18	\$685.13	\$ 2.84	\$687.97			
5 cu yd, 6 pickups/wk	\$654.26	\$ 3.41	\$657.67	\$973.99	\$ 3.41	\$977.40	\$847.74	\$ 3.41	\$851.15			
6 cu yd, 1 pickup/wk	\$149.09	\$ 0.68	\$149.77	\$203.44	\$ 0.68	\$204.12	\$167.70	\$ 0.68	\$168.38	\$225.17	\$ 0.68	\$225.85
6 cu yd, 2 pickups/wk	\$282.02	\$ 1.37	\$283.39	\$376.72	\$ 1.37	\$378.09	\$296.73	\$ 1.37	\$298.10	\$422.38	\$ 1.37	\$423.75
6 cu yd, 3 pickups/wk	\$414.94	\$ 2.05	\$416.99	\$559.92	\$ 2.05	\$561.97	\$451.71	\$ 2.05	\$453.76	\$564.86	\$ 2.05	\$566.91
6 cu yd, 4 pickups/wk	\$547.85	\$ 2.73	\$550.58	\$754.89	\$ 2.73	\$757.62	\$614.71	\$ 2.73	\$617.44	\$762.40	\$ 2.73	\$765.13
6 cu yd, 5 pickups/wk	\$680.78	\$ 3.41	\$684.19	\$954.75	\$ 3.41	\$958.16	\$792.59	\$ 3.41	\$796.00	\$965.03	\$ 3.41	\$968.44
6 cu yd, 6 pickups/wk	\$813.70	\$ 4.10	\$817.80	\$1,159.07	\$ 4.10	\$1,163.17	\$982.98	\$ 4.10	\$987.08	\$1,172.71	\$ 4.10	\$1,176.81

Notes:

1. 1.5 and 5 cubic-yard bins are provided at the discretion of the hauler. None of the Mountain service rate area haulers have proposed to provide these odd-sized containers, therefore, no rate is proposed in the Mountain service rate area.

RECEIVED
OCT 22 2008



City of Kerman

"Community Comes First"

FRESNO COUNTY
DEPT. OF

PUBLIC WORKS & PLANNING

L. RENEE HOLDCROFT, CITY CLERK
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Kerman, CA 93630-1741
rholdcroft@cityofkerman.org
Telephone: 559-846-9380
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October 21, 2008

Fresno County Board of Supervisors

Fresno County Board of Supervisors
Hall of Records
2281 Tulare Street, #301
Fresno, CA 93721-2198

RE: AB 939 Memorandum of Understanding Successor to Agreement No. 04-245 (June 2004) Increasing Tipping Fee for Household Hazardous Waste Facility.

At the meeting of October 15, the Kerman City Council considered Fresno County's request for Kerman's support of the AB 939 Memorandum of Understanding being presented for approval to the cities of Clovis, Coalinga, Firebaugh, Fowler, Fresno, Huron, Kerman Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, Sanger, and Selma.

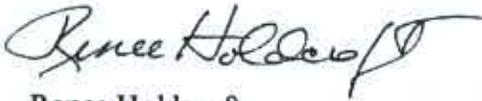
The Council unanimously restated their commitment to the AB 939 Memorandum of Understanding with Fresno County and increased tipping fee for Household Hazardous Waste Facility. They wanted to note, however, that they are perplexed regarding the January implementation date for Phase I. Since it is well known that cities' utility rates usually change at the beginning of the fiscal year -- in July instead of January -- the Council agreed it would be more logical to begin the increased fee implementation July 1. A January implementation does not make sense from a pure paperwork point of view -- to have to change already established rate change processes. Consequently, the Council goes on record in not supporting the January 2009 implementation date, but rather a July 2009 increased fee implementation date.

City of Kerman is very pleased to support AB 939 Memorandum of Understanding Successor to Agreement No. 04-245 (June 2004) Increasing Tipping Fee for Household Hazardous Waste Facility and looks forward to continuing to assist Fresno County in the successful implementation of this program.

Proud Member of Community Choice - Partnership for Reliable Energy

The City of Kerman' signed Memorandum of Understanding will soon be mailed under separate cover to the Fresno County Resources Division/Public Works and Planning Department.

Sincerely,



Renee Holdcroft
City Clerk

cc ~~Leslie Kline, Recycling Coordinator, Fresno County Resources Division/Public Works & Planning~~
Alan Weaver, Director of Public Works & Planning
John Navarrette, Interim County Administrative Officer
Ron Manfredi, City Manager

	C	D	E	F	G
1					
2				Current Programs (Drop-off Events)	HHW Facility Operational
3		HHW Detailed Expenditures	Inflationary Factors	July - March (FY08-09) Year 1	April - June (FY08-09) Year 1
4	6000's	County Staff - Labor/Personnel/Fringes			
12	7040	Telephone	CPI	\$129,199	\$43,066
13	7101	Insurance / Risk Management			
14	7205	Equipment Maintenance			\$0
15	7265	Office Supplies/Office Expense (Printing, Copies, Books)			
16	7268	Postage			\$638
17	7295	Professional & Special Services		\$8,475	\$2,843
18		Consultant (Starts April 09: Planning/Development)			
19		Contractor & Staff - Labor/Personnel/Fringes		\$0	\$24,000
20		Permitting/Leasehold Improvements not funded by Grant	CPI	\$0	
21		Disposal Costs (Event then Facility)			\$4,000
22		Disposal Costs (DTD then Mobile)		\$120,000	\$120,000
23		Disposal Costs (Drop boxes)		\$13,500	\$4,500
24		Abandoned HHW fund (Fire/HazMat/County Health)		\$0	\$0
25		Staff Medical Screening		\$1,000	\$1,000
26		Utilities (Water, Electricity)			\$0
27		Legal Counsel			\$0
28		Annual Fees - Health Dept		\$2,000	\$1,000
29		Translations		\$3,200	
30		Account Maintenance (Business Office)		\$200	\$100
31		Permits - Other Agencies (Fresno Fire)			\$300
32		Closure Bond / Spill Cleanup Reserves		\$1,000	
33	7325	Publications (Ads)			
34		Legal Notices		\$4,000	\$4,000
35	7340	Rent (Sunset)		\$400	
36		Rent (Meeting Rooms)		\$15	
37	7355	Rental Equipment		\$400	
38	7385	Small Tools			\$0
39	7400	Special Departmental Expense (Operating Supplies: Cost/Part)	\$3.00	Grant Grant: Initial stock-up of basic supplies (through March 2010)	Grant \$0
40		Premiums/Sharps Containers			
41	7412	Mileage (Private Car)		\$1,000	
42	7415	Trans. Travel Education			
43		Staff Training (Re-certifications)			
44	7418	Trans. & Travel - Garage (No. trips x miles/trip x cost/mile)			
45	8300	Equipment Purchases/Leasehold Improvements	none	Grant	Grant
46					
47		Equipment Replacement / Depreciation	CPI		
48					
49		Contingency/Reserves Fund	CPI		
50					
51	6000's	AB 939 Labor/Personnel/Fringes (not directly related to HHW)	CPI	\$28,462	\$9,487
58	7000's	AB 939 other expenses (not directly related to HHW)	CPI	\$17,888	\$5,895
75	7000's	AB 939 Indirect Charges/Overhead (not directly related to HHW)	CPI	\$38,475	\$12,825
81					
92					
93		TOTALS		\$369,011	\$233,654
94					
95					
96			Projected Revenue	\$182,000	\$280,000
97			Surcharge	\$0.65	\$1.00
98			Est. Tons	280,000	280,000
99		CPI - Impacted by inflationary rising costs; assumed	0.03		
100		Grant funded (Total: \$300,000)			
101		Green = HHW Facility expenses			
102		Yellow = additional County expenses			
103					
104		AB 939 Expenditures		Year One	
105		HHW/Facility -related costs		\$602,665	
106		Non HHW-related costs		\$489,635	81.28%
107		AB 939 Overhead		\$61,530	10.21%
108		Revenue		\$51,300	8.51%
109		Cash on Hand (estimated)	\$466,837	\$462,000	
110				\$328,172	

	C	D	H	I	J
1					
2					
3		HHW Detailed Expenditures	July - Dec (FY09-10) Year 2	Jan - June (FY09-10) Year 2	July - June (FY10-11) Year 3
4	6000's	County Staff - Labor/Personnel/Fringes	\$88,716	\$88,716	\$91,378
12	7040	Telephone	\$300	\$300	\$600
13	7101	Insurance / Risk Management	\$8,000	\$8,000	\$16,000
14	7205	Equipment Maintenance	\$500	\$0	\$500
15	7255	Office Supplies/Office Expense (Printing, Copies, Books)	\$1,275	\$1,275	\$2,550
16	7268	Postage	\$5,829	\$5,829	\$12,007
17	7295	Professional & Special Services			
18		Consultant (Starts April 09: Planning/Development)	\$53,560		
19		Contractor & Staff - Labor/Personnel/Fringes		\$184,397	\$382,214
20		Permitting/Leasehold Improvements not funded by Grant		\$8,000	\$8,000
21		Disposal Costs (Event then Facility)	\$120,000	\$288,000	\$260,000
22		Disposal Costs (DTD then Mobile)	\$9,000	\$9,000	\$30,000
23		Disposal Costs (Drop boxes)	\$0	\$0	\$15,000
24		Abandoned HHW fund (Fire/HazMat/County Health)	\$1,000	\$1,000	\$2,000
25		Staff Medical Screening	\$0	\$600	\$1,500
26		Utilities (Water, Electricity)	\$0	\$600	\$700
27		Legal Counsel	\$250	\$250	\$500
28		Annual Fees - Health Dept	\$3,200	\$2,500	\$5,000
29		Translations	\$50	\$50	\$100
30		Account Maintenance (Business Office)	\$600	\$600	\$1,200
31		Permits - Other Agencies (Fresno Fire)	\$500	\$500	\$1,000
32		Closure Bond / Spill Cleanup Reserves			
33	7325	Publications (Ads)	\$4,000	\$4,000	\$4,000
34		Legal Notices			
35	7340	Rent (Sunset)			
36		Rent (Meeting Rooms)			
37	7355	Rental Equipment	\$0	\$500	\$400
38	7385	Small Tools	\$1,000	\$500	\$2,000
39	7400	Special Departmental Expense (Operating Supplies: Cost/Part)	\$0	\$11,520	\$15,300
40		Premiums/Sharps Containers	\$1,000	\$3,000	\$3,000
41	7412	Mileage (Private Car)			
42	7415	Trans: Travel Education			
43		Staff Training (Re-certifications)		\$1,200	\$800
44	7416	Trans. & Travel - Garage (No. trips x miles/trip x cost/mile)		\$5,600	\$14,000
45	8300	Equipment Purchases/Leasehold Improvements	Grant	Grant (to March 2010)	\$45,000
46		Equipment Replacement / Depreciation			\$8,000
47		Contingency/Reserves Fund	\$10,000		\$5,000
48					
49					
50					
51	6000's	AB 939 Labor/Personnel/Fringes (not directly related to HHW)	\$10,000	\$10,000	\$20,800
58	7000's	AB 939 other expenses (not directly related to HHW)		\$10,000	\$10,000
75	7000's	AB 939 Indirect Charges/Overhead (not directly related to HHW)	\$26,420	\$26,420	\$54,424
81					
82					
93		TOTALS	\$345,199	\$652,357	\$1,012,772
94					
95			\$375,557	\$375,557	\$936,387
96			\$1.35	\$1.35	\$1.70
97			278,190	278,190	550,816
98					
99		CPI - Impacted by inflationary rising costs; assumed:			
100		Grant funded (Total: \$300,000)			
101		Green = HHW Facility expenses			
102		Yellow = additional County expenses			
103					
104		AB 939 Expenditures	Year Two	Year Three	
105		HHW/Facility-related costs	\$997,556		\$1,012,772
106		Non HHW-related costs	\$924,717		\$937,748
107		AB 939 Overhead	\$20,000		\$20,600
108		Revenue	\$52,839		\$54,424
109		Cash on Hand (estimated)	\$751,113		\$936,387
110			\$79,729		\$3,344

	C	D	K	L
1				
2				
3		HHW Detailed Expenditures	July - June (FY11-12)	July - June (FY12-13)
4	8000's	County Staff - Labor/Personnel/Fringes	Year 4	Year 5
12	7040	Telephone	\$94,119	\$96,943
13	7101	Insurance / Risk Management	\$800	\$800
14	7205	Equipment Maintenance	\$16,000	\$18,000
15	7285	Office Supplies/Office Expense (Printing, Copies, Books)	\$500	\$500
16	7288	Postage	\$2,550	\$2,550
17	7295	Professional & Special Services	\$12,387	\$12,737.95
18		Consultant (Starts April 09: Planning/Development)		
19		Contractor & Staff - Labor/Personnel/Fringes		
20		Permitting/Leasehold Improvements not funded by Grant	\$450,833	\$343,783
21		Disposal Costs (Event then Facility)	\$8,000	\$8,000
22		Disposal Costs (DTD then Mobile)	\$288,000	\$144,000
23		Disposal Costs (Drop boxes)	\$30,000	\$30,000
24		Abandoned HHW fund (Fire/HazMat/County Health)	\$45,000	\$187,500
25		Staff Medical Screening	\$2,000	\$2,000
26		Utilities (Water, Electricity)	\$1,500	\$1,500
27		Legal Counsel	\$800	\$900
28		Annual Fees - Health Dept.	\$500	\$500
29		Translations	\$5,000	\$5,000
30		Account Maintenance (Business Office)	\$100	\$100
31		Permits - Other Agencies (Fresno Fire)	\$1,200	\$1,200
32		Closure Bond / Spill Cleanup Reserves	\$1,000	\$1,000
33	7325	Publications (Ads)		
34		Legal Notices	\$10,000	\$10,000
35	7340	Rent (Sunset)		
36		Rent (Meeting Rooms)		
37	7355	Rental Equipment		
38	7385	Small Tools	\$400	\$400
			\$2,000	\$2,000
39	7400	Special Departmental Expense (Operating Supplies, Cost/Part)		
40		Premiums/Sharps Containers	\$21,300	\$31,200
41	7412	Mileage (Private Car)	\$3,000	\$3,000
42	7415	Trans. Travel Education		
43		Staff Training (Re-certifications)		
44	7418	Trans. & Travel - Garage (No. trips x miles/trip x cost/mile)	\$1,200	\$800
45	8300	Equipment Purchases/Leasehold Improvements	\$17,500	\$17,500
46			\$8,000	\$100,000
47		Equipment Replacement / Depreciation		
48			\$5,000	\$150,000
49		Contingency/Reserves Fund		
50			\$5,000	\$30,000
51	8000's	AB 939 Labor/Personnel/Fringes (not directly related to HHW)		
58	7000's	AB 939 other expenses (not directly related to HHW)	\$21,218	\$21,855
75	7000's	AB 939 Indirect Charges/Overhead (not directly related to HHW)	\$10,000	\$10,000
91			\$58,057	\$57,739
92				
93		TOTALS		
94			\$1,118,744	\$1,289,317
95			\$1,117,881	\$1,295,652
96			\$2.05	\$2.40
97			\$45,308	\$39,855
98				
99		CPI - Impacted by inflationary rising costs; assumed:		
100		Grant funded (Total: \$300,000)		
101		Green = HHW Facility expenses		
102		Yellow = additional County expenses		
103				
104		AB 939 Expenditures	Year Four	Year Five
105		HHW/Facility -related costs	\$1,118,744	\$1,289,317
106		Non HHW-related costs	\$1,041,469	\$1,208,724
107		AB 939 Overhead	\$21,218	\$21,855
108		Revenue	\$58,057	\$57,739
109		Cash on Hand (estimated)	\$1,117,881	\$1,295,652
110			\$2,481	\$8,816

	A	B	C	E	F	G	H	I	J	K	L	M	N
	Calculating Hours	Year One (Partial) 3 month		Year 2 6 months		Year 2 6 months		Year 3 12 months		Year 4 12 months		Year 5 12 months	
	ID Collection Period	May-June 2009		July-Dec 2009	Jan-June 2010	Jan-June 2010	July 2010-June 2011	July 2010-June 2011	July 2011-June 2012	July 2011-June 2012	July 2012-June 2013		
1	Collection Days in ID Period	0		0		32 Sat(25)	M (7) & Sat(25)	50 Sat only	50 Sat only	50 Sat only		50 Sat only	
2	Facility Program												
3	Minutes/Client	4		5		4	6	6	5	5		10	
4	Clients/Hour	15		12		15	10	10	12	12		6	
5	Hours/Collection Day	8		8		8	8	8	8	8		8	
6	Clients/Day	120		96		120	80	80	96	96		48	
7	Facility Clients Served in ID Period	0		0		3,840	4,000	4,000	4,800	4,800		2,400	
8	Disposal Costs/Client	\$80.00		\$0.00		\$75.00	\$65.00	\$65.00	\$60.00	\$60.00		\$60.00	
9	Disposal Costs/ Collection Day	\$9,600.00		\$0.00		\$9,000.00	\$5,200.00	\$5,200.00	\$5,760.00	\$5,760.00		\$2,880.00	
10	Disposal Costs /Period	\$0.00		\$0.00		\$288,000.00	\$280,000.00	\$280,000.00	\$288,000.00	\$288,000.00		\$144,000.00	
11	Mobila Program												
12	No. of Collection Events/								Starts				
13	Clients/Event					0	20	20	Jan-11	20		20	
14	Total Clients Served in ID Period			0		0	25	25	25	25		25	
15	Disposal Coats/Client			0		0	500	500	500	500		500	
16	Disposal Coats/Client			\$60.00		\$60.00	\$60.00	\$60.00	\$60.00	\$60.00		\$60.00	
17	Disposal Coats /Period			\$0.00		\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00		\$1,500.00	
18	Drop-off Program			\$0.00		\$0.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00		\$30,000.00	
19	No. of Drop-off boxes					0			Starts				
20	Clients/Box (Annually)					0	20	20	Jan-11	30		60	
21	Total Clients Served in ID Period			0		0	30	30	30	60		125	
22	Disposal Coats/Client			\$25.00		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00		\$25.00	
23	Disposal Coats/Box			\$0.00		\$0.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00		\$3,125.00	
24	Disposal Coats /Period			\$0.00		\$0.00	\$15,000.00	\$15,000.00	\$45,000.00	\$45,000.00		\$187,500.00	
25	Total Served	0		0		3,840	5,100	5,100	7,100	7,100		10,400	
26	Total Disposal Costs	\$0.00		\$0.00		\$288,000.00	\$305,000.00	\$305,000.00	\$363,000.00	\$363,000.00		\$361,500.00	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
100	Year Five: Consultant contract over														
101	Facility Hours: July 2012-June 2013														
102			Program Element	Monday (open/close)	Tuesday (open/close)	Wednesday (open/close)	Thursday (open/close)	Friday (open/close)	Saturday (open/close)						
103			Location: Tasks (Training)	8am-6pm	8am-6pm	8am-6pm	8am-6pm	8am-6pm	8am-6pm						
104			Normal Hours of Facility Operation	8am-6pm	8am-6pm	8am-6pm	8am-6pm	8am-6pm	8am-6pm						
105			Operations Manager Facility: Manage, Coverage (40 hour trained, supervisor)	8am-5pm						Hours/Week	Labor Rate	Cost/Week/Employee	No. Employees	Total Weekly Cost/Job	
106	Salary/ Hour	\$57.96								40	\$58	\$2,319	1	\$2,319 **	
107	No. of Staff	1													
108	Salary/Ho ur	\$40.57	Facility Operating Hours Facility: Manage HHW (40 hour trained)	8am-12noon 1pm-5pm				7am-8am 1pm-5pm	7am-8am 4pm-5pm	25	\$41	\$1,014	2	\$2,028	
109	No. of Staff	2	Facility Business Hours Facility: Collect HHW (40 hour trained)					8am-12noon	8am-4pm						
110	Salary/Ho ur	\$40.43	Mobile Operating Hours (Facility: Manage HHW) (40 hour trained)					8am-5pm		28	\$40	\$1,132	2	\$2,264	
111	No. of Staff	2	Mobile Collection Hours Field: Collect HHW (40 hour trained)						8am-6pm						
112	Salary/Ho ur	\$0.00													
113	No. of Staff	0													
114	Salary/Ho ur	\$0.00													
115	No. of Staff	0													
116	Salary/Ho ur	\$0.00													
117	No. of Staff	0													
118															
119			** Contract with consultant ends.										Weekly Payroll	\$8,611	
													Annual Salaries	\$343,793	

Staffing (A - 5 through A -11)

Agenda Item Exhibit A: Cost Study

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
120			Pay periods'												
121			First 3 months'	12	Raises	0.03									
122			Six months'	26											
123			Year	52											
124															
125	Summary:														
126	Weekly Payroll			Annual Salaries											
127	Year 1		\$2,000	\$24,000											
128	Year 2 A		\$2,080	\$53,968											
129	Year 2 B		\$8,323	\$104,397											
130	Year 3		\$7,350	\$392,214											
131	Year 4		\$8,670	\$450,833											
132	Year 5		\$8,611	\$343,793											

MEMORANDUM OF UNDERSTANDING

This AB 939 MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this 6th day of January 2008, by and between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the cities of CLOVIS, COALINGA, FIREBAUGH, FOWLER, FRESNO, HURON, KERMAN, KINGSBURG, MENDOTA, ORANGE COVE, PARLIER, REEDLEY, SAN JOAQUIN, SANGER and SELMA, all collectively hereinafter referred to as "CITIES", is the successor agreement to that certain MOU, originally entered into on June 8, 2004 (COUNTY Agreement No. 04-245), hereinafter referred to as "MOU 2004", which shall be effectively superseded by the parties' agreement to the provisions set forth herein.

WITNESSETH

WHEREAS, the Integrated Waste Management Act of 1989 (ACT or AB 939) requires each city and county in the State to prepare and implement jurisdiction-specific plans (PLAN or PLANS) to divert twenty-five percent (25%) of solid waste generated by 1995 and fifty percent (50%) by 2000; and

WHEREAS, the PLANS identified the Household Hazardous Waste (HHW) Element and Education and Public Information Components of the PLANS as programs best accomplished on a regional basis; and

WHEREAS, the ACT authorizes the COUNTY and the CITIES to join together to prepare and implement the required PLANS; and

WHEREAS, the COUNTY and the CITIES are hereinafter referenced as the "participating Jurisdictions" when referred to collectively, and as "each participating Jurisdiction" when referenced generally in singular terms; and

WHEREAS, the participating Jurisdictions entered into a MOU on April 27, 1993, which was superseded by MOU 2004, for the purpose of joining together to prepare, update and implement the PLANS; and

WHEREAS, the ACT authorizes the participating Jurisdictions to pay for AB 939 PLAN preparation and implementation through a solid waste surcharge; and

1 WHEREAS, the participating Jurisdictions have designated the County as the
2 lead agency (Lead Agency) to implement and operate AB 939-related
3 programs/services (described in the HHW Element and the Education and Public
4 Information Component of the PLANS) that are best accomplished on a regional basis;
5 and

6 WHEREAS, the participating Jurisdictions previously have determined that a
7 mechanism is needed to enhance their ability to communicate and collaborate on MOU-
8 related issues, and that the appropriate mechanism to serve those purposes is the AB
9 939 MOU Committee that was established by MOU 2004; and

10 WHEREAS the AB 939 MOU Committee shall continue to provide the Lead
11 Agency with input and direction from the participating Jurisdictions on MOU-related
12 programming and budget allocations, as more thoroughly provided hereinbelow.

13 NOW, THEREFORE, it is agreed by the parties hereto as follows:

14 I. PURPOSE AND STRUCTURE OF THE MOU:

15 A. The Lead Agency shall be responsible for the coordination and
16 implementation of countywide programs/services covered under the MOU, including,
17 but not limited to, programs and services described in the HHW Element and the
18 Education and Public Information Component of the PLANS.

19 B. The participating Jurisdictions, through their appointed Delegates, are
20 responsible for identifying the programs to be provided under the MOU and for assisting
21 the Lead Agency with the development and implementation the programs identified.
22 Basic responsibilities of each participating Jurisdiction shall include, but not be limited
23 to, attendance of its Delegate at MOU-related committee meetings and MOU-related
24 workshops, providing local data and/or contact information, providing input/direction on
25 MOU programming and budget proposals, reviewing proposals and reports, referring
26 interested persons residing within its territorial boundaries to MOU programs,
27 referencing MOU programs in that Jurisdiction's promotional materials and other
28 documents as appropriate, and providing meeting/staging sites within their respective

1 located within its territorial boundaries as needed. It is anticipated that any
2 additional/specific responsibilities of the participating Jurisdictions shall be defined in the
3 most current Annual Work Plan (see Section III).

4 C. The participating Jurisdictions previously have determined that successful
5 implementation of the AB 939 PLAN requires a mechanism to enhance communication
6 and collaboration on MOU-related issues among all the participating Jurisdictions
7 located in Fresno County, and it is agreed that continuation of the AB 939 MOU
8 Committee (Committee) established by MOU 2004 is the appropriate mechanism to
9 serve this purpose under the provisions of this successor MOU.

10 D. The duties and responsibilities of the Committee shall include, but not be
11 limited to:

12 1. Serving as the primary forum for discussion of AB 939 compliance-
13 related issues. This provision does not preclude any Jurisdiction from implementing its
14 own local program(s) and/or from participating in, or establishing any additional entities
15 for addressing its own local AB 939 compliance issues.

16 2. Working with the Lead Agency to identify the regional AB 939-
17 related programs/services to be provided under the MOU.

18 3. Endorsing and monitoring implementation, by the Lead Agency, of
19 those MOU-related programming and budget allocations specifically authorized under
20 the MOU, by approval of the Annual Work Plan by a majority of voting Delegates.

21 E. The Committee shall consist of one voting representative (Delegate) from
22 the COUNTY and one from each of the CITIES. The following provisions are not
23 intended to prevent or discourage any interested party from attending or appropriately
24 participating in a Committee meeting:

25 1. A CITY's Delegate shall be designated by, and serve at the
26 pleasure of, the city manager or similar appropriate authority in that Jurisdiction. The
27 COUNTY's Delegate shall be designated by, and serve at the pleasure of, the
28 Resources Division Manager or similar appropriate authority in the COUNTY.

1 2. The designated Delegate of each participating Jurisdiction shall be
2 the official representative of that Jurisdiction, empowered to represent that Jurisdiction's
3 position and to cast that Jurisdiction's vote, on items that come before the Committee.
4 One individual may be designated to serve as the official Delegate for more than one
5 participating Jurisdiction. A Delegate representing more than one Jurisdiction shall be
6 empowered to cast a vote for, and to be accounted for in the quorum count, separately
7 for each participating Jurisdiction that he/she represents.

8 3. It is understood and acknowledged by all parties hereto that the
9 Delegates will represent the interests of the participating Jurisdictions and provide the
10 collective input the Committee needs to provide the Lead Agency with appropriate
11 advisory direction to facilitate its efforts, consistent with the limited purposes set forth
12 herein; and the COUNTY, as Lead Agency, understands and hereby acknowledges that
13 a Delegate's vote is in no way legally binding upon that individual Jurisdiction.

14 4. Once the presence of a quorum has been established, a simple
15 majority of the number of Delegates who are either physically present at said meeting or
16 represented by a proxy vote, is required to approve/authorize actions taken by the
17 Committee, unless the Committee by such a majority vote previously has adopted a
18 policy or procedure establishing some other standard.

19 (a) Nine (9) Delegates, duly assembled and/or represented by a proxy
20 vote, shall constitute the quorum required to transact business on behalf of the
21 Committee.

22 (b) A Delegate unable to attend a Committee meeting may authorize,
23 in writing or by e-mail/fax, a representative to attend the meeting and vote in his/her
24 place. A Delegate's representative shall notify the Chairperson of said authorization
25 prior to the quorum count.

26 5. The Chairperson of the Committee may, at his/her discretion, or
27 when requested by a least two (2) Delegates, request Delegates to vote by mail, fax
28 and/or e-mail, when special conditions/time constraints preclude voting on an issue at a

1 Committee meeting. For this vote to be a valid, all three (3) of the following conditions
2 must be met:

3 (a) The ballot must be received by all of the Delegates in a timely
4 manner.

5 (b) To be counted, the ballots must be returned to the Chairperson
6 by the deadline cited in the request.

7 (c) At least nine (9) Delegates (the equivalent to a quorum) must
8 return their ballots.

9 F. Committee meetings:

10 1. A Chairperson for the Committee shall be elected by the Delegates
11 at the Annual Meeting. Unless a simple majority of the Delegates at a Committee
12 meeting call for a special election, the Chairperson shall serve until the next Annual
13 Meeting or until he/she is no longer an official Delegate, whichever event occurs first.
14 After having served two consecutive fiscal years as Chairperson, a Delegate must wait
15 at least one (1) fiscal year before being eligible for another term. The Chairperson shall
16 have all of the standard powers and duties that generally are vested in the office of a
17 committee chairperson relating to the scheduling and conduct of the Committee's
18 meetings.

19 2. It is the intent of the parties hereto that at least four (4) Committee
20 meetings shall be scheduled each fiscal year. One (1) Committee meeting shall be
21 designated as the Annual Meeting. The Annual Meeting shall be appropriately
22 scheduled to allow for the adoption of an Annual Work Plan (AWP) for the following
23 fiscal year and for the review/update of all activities performed under this MOU since the
24 previous Annual Meeting. The Chairperson, in consultation with the Delegates, shall
25 convene additional meeting(s) of the Committee whenever there is sufficient business to
26 conduct.

27 3. Working closely with the Chairperson, the Lead Agency shall be
28 responsible for making Committee meeting arrangements (e.g., noticing, siting, taking

1 attendance), assisting with the preparation of the agenda, and taking minutes at
2 Committee meetings.

3 4. Any Delegate may call for a vote of the Committee on whether to
4 schedule an additional Committee meeting or to place an item on the agenda. If there
5 is no meeting ongoing at the time of the request, and if no meeting is scheduled within
6 30 days of the request, the Delegate may agree to wait until the next scheduled
7 meeting, or may require the Chairperson to put the question to the Delegates by mail or
8 fax (proxy vote) within ten (10) working days of the request.

9 G. Modification/amendment of Committee policy and procedures:

10 1. The Committee may choose to a) adopt additional, or modify
11 existing, Committee policies and procedures; and/or b) formalize the duties and the
12 responsibilities of the Committee's members beyond those described in this MOU,
13 consistent with the scope of Committee's functions and its advisory role.

14 2. Any proposed change(s) to any provision of Article I, Sections A
15 through H, must be noticed thirty (30) days in advance. The notice must include a proxy
16 ballot form and a message indicating the date, time and location of the meeting at which
17 the proposed change(s) will be discussed and voted upon.

18 H. The Lead Agency agrees that, at the request of the Committee, it will take
19 the lead in making arrangements, for such additional MOU-related programming and
20 budget proposals as are not specifically authorized under this successor MOU, to be
21 brought before the legally constituted governing bodies of each of the respective
22 participating Jurisdictions for their appropriate consideration.

23 II. REPORTING ON AB 939 PROGRAMMING

24 The Lead Agency shall provide to the Delegates, at the initial meeting of the
25 Committee during each fiscal year throughout the term of this MOU, the AB 939 MOU
26 Report List ("R List") for that fiscal year. (For informational purposes, the R List for
27 Fiscal Year (FY) 2008-09 is attached to this MOU as Exhibit "1".)

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1 A. The R List, as updated and revised from time to time as set forth in Article
2 II, Section B, Item 1, shall : (1) describe briefly the contents of each report to be
3 provided to the Committee Delegates; (2) indicate who is responsible for collecting the
4 data and preparing the report (Reporter); and (3) indicate the frequency with which the
5 report is to be submitted to the Delegates. Each report shall be provided by the due
6 date established in the R List. The Reporter may request, and the Committee
7 Chairperson may grant, additional time to complete a given report when additional time
8 is deemed appropriate.

9 B. At least once during each Fiscal Year, 1) the Lead Agency shall review
10 and, when appropriate, recommend to the Committee, changes to the R List; and 2) the
11 Committee shall act upon that recommendation, voting to request that the County revise
12 the current R List as the Committee deems appropriate. When adopted by the
13 Committee, the most recently amended R List shall supersede the previous R List.

14 C. The R List shall include, but not be limited to, the most current Solid
15 Waste Surcharge Trust Fund #2350 (Surcharge) Account Report, hereafter "Surcharge
16 Account Report".

17 D. The Lead Agency, in accordance with Article III below, shall prepare an
18 Annual Work Plan (AWP). The AWP shall define: (1) the programs/services to be
19 provided and funded under this MOU; and (2) the responsibilities of the participating
20 Jurisdictions related to implementation of the AWP.

21 III. AB 939 ANNUAL WORK PLAN:

22 A. The AWP, as periodically updated and revised, defines the
23 programs/services to be provided under this MOU. At a minimum, the AWP shall
24 include a description of: (1) the programs to be provided and funded under the MOU; (2)
25 each Jurisdiction's responsibilities under the AWP; and (3) a proposed budget indicating
26 all projected revenues and AWP projected expenditures.

27 B. The AWP shall be prepared, revised or updated no less than once every
28 fiscal year. The Lead Agency shall prepare the AWP, and any updates or revisions

1 thereof, at the request of and in consultation with the Committee. By a simple majority
2 vote of the Delegates, a new, updated or revised AWP shall supersede the previous
3 AWP, the initial version of which is attached as Exhibit "2" to this MOU.

4 C. The budget in the AWP shall include a proposed allocation of funds for the
5 development and/or operation of a regional permanent HHW facility (HHW Facility) and
6 related programs. Funds allocated to the HHW Facility in the AWP, which are not
7 needed to cover current year expenditures, may be accumulated as Reserves for the
8 future Development/Operation of a Regional Permanent HHW Facility (HHW Facility
9 Reserves).

10 IV. SOURCE AND USE OF FUNDS:

11 A. The participating Jurisdictions agree that the appropriate mechanism for
12 financing the programs/services defined in the AWP is through a surcharge on each ton
13 of landfilled solid waste generated in Fresno County, hereinafter identified as the "AB
14 939 Surcharge". This provision does not preclude the use of funds from other sources,
15 such as a grant or program service fees (e.g., a Cathode Ray Tube drop-off fee for
16 computer monitors), if such alternative funding: (1) does not increase the financial
17 obligation of the participating Jurisdictions under this MOU; and (2) is approved by a
18 majority vote of the Committee.

19 B. It is hereby agreed by all of the participating Jurisdictions that the AB 939
20 Surcharge shall remain in place throughout the term of this MOU as defined in Section
21 VI or until such time as the MOU is amended as set forth in Section VIII and/or is
22 superseded/terminated as set forth in Section VII.

23 C. AB 939 Surcharge revenues shall be used solely for the activities outlined
24 in this MOU, the initial AWP (Exhibit "2" hereto), and any subsequent revisions of the
25 AWP and/or amendments of the MOU,

26 D. It is anticipated that the COUNTY, as the Lead Agency for development
27 and implementation of regional AB 939-related programs/services, shall be the primary
28

1 provider of programs/services defined in the AWP, with the exception of those
2 programs/services provided by contractors and/or vendors.

3 1. All costs incurred by the COUNTY in meeting its responsibilities as
4 defined in the most current AWP, including MOU-related COUNTY expenditures for
5 labor, overhead, contractors and/or vendors, shall be fully reimbursed to the COUNTY
6 from the AB 939 Surcharge, so long as said reimbursements do not exceed the dollar
7 amounts allocated in the current AWP, as approved by the Committee pursuant to
8 Article III, Section B.

9 2. The Lead Agency shall have the authority to make routine program-
10 related expenditures (e.g., salaries, advertising, printing, premiums, overhead), without
11 specific prior approval of the Committee, so long as said expenditures are: (a)
12 consistent with the expenditure categories and dollar amounts established in the current
13 AWP; and (b) do not require the COUNTY to enter into a contract requiring approval by
14 the Fresno County Board of Supervisors (Board). Details of such routine expenditures
15 shall be reported to the Committee on a regular basis as indicated in the applicable item
16 on the R List.

17 3. Under no circumstances shall the total of actual program-related
18 expenditures exceed the total expenditures authorized in the AWP. This provision does
19 not prohibit expending more than the amount budgeted for a specific line item, if said
20 additional expenditure is fully offset by a reduced expenditure(s) in one or more other
21 line items. In the event of unanticipated revenue (e.g., grant award(s) or actual
22 surcharge revenues in excess of the amount projected), the Lead Agency may propose
23 and request the Committee to approve an amendment to the budget in the current AWP
24 and if required, to request the COUNTY's Board to amend any associated COUNTY
25 budget line items.

26 E. Any MOU-related agreement between the COUNTY and an outside
27 contractor or vendor shall not be submitted to the COUNTY's Board for approval without
28 first having been authorized, in accordance with the provisions hereof, by means of a

1 majority vote of the Committee.

2 F. The COUNTY shall provide the opportunity for members of the Committee
3 to participate in any Request for Proposal/contract development process related to the
4 MOU.

5 G. Unless specifically budgeted for in the AWP, expenditures incurred by the
6 CITIES while participating in the regional programs/services under this MOU, shall not
7 be reimbursed with AB 939 Surcharge revenues.

8 H. Collection of AB 939 Surcharge Revenues

9 1. Each Jurisdiction in Fresno County that provides, allows, permits
10 and/or contracts for the collection solid waste/recyclables (Material) generated within its
11 territorial or jurisdictional boundaries, hereby agrees to use its best efforts to include in
12 any instrument authorizing, permitting and/or contracting for such service, provisions
13 requiring said service provider(s) (hereinafter to be known as "Jurisdiction's Hauler") to
14 do all of the following:

15 a. Collect and submit monthly data to the County indicating the
16 type of Material collected and the origin, amount and destination (initial and final) of all
17 said Material that the Jurisdiction's Hauler collected and managed during each month.
18 The Jurisdiction shall require that the Jurisdiction's Hauler use the Haulers' Report form
19 provided by the COUNTY, that said report provide all the data requested by the
20 COUNTY and that said report be submitted to the COUNTY in a timely manner and at
21 the intervals specified by the COUNTY. (It is anticipated that the COUNTY shall
22 request that the Jurisdiction's Hauler submit the Hauler's Report on a quarterly basis.)

23 b. The Jurisdiction's Hauler must indicate in the Haulers' Report if
24 the initial destination of that Jurisdiction's Material is a landfill (at which the entire load
25 will be buried) or an intermediary facility (e.g., a transfer station, materials recovery
26 facility, recyclery, or a facility that manages green waste or biomass, construction and
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28

1 demolition debris or a landfill that provides one or more of these services) that will
2 ultimately landfill only a portion of that Jurisdiction's Material.

3 c. Calculate the total dollar amount of the AB 939 Surcharge on
4 every ton of Material generated within the territorial or jurisdictional boundaries of said
5 Jurisdiction, and that the Hauler's Report indicates was landfilled, both within and
6 outside of Fresno County. The tonnage on which the AB 939 Surcharge is calculated
7 shall equal the number of tons that the Jurisdiction's Hauler reports, or causes to be
8 reported, to the California Integrated Waste Management Board (CIWMB), as having
9 been generated within, and subsequently landfilled by or on behalf of, said Jurisdiction.
10

11 d. Upon request, provide the COUNTY with documentation from the
12 final destination(s) to which the Jurisdiction's Material was taken, indicating the final
13 disposition of that Material.

14 2. The method by which the Jurisdiction's Hauler shall agree to pay to
15 the COUNTY the AB 939 Surcharge (as calculated in accordance with the immediately
16 preceding Article IV Section H, Items 1a through c) shall depend upon the initial
17 destination of the Material.

18 a. If the initial destination of the Material collected by the
19 Jurisdiction's Hauler is a County-operated landfill, the Jurisdiction's Hauler is not
20 required to remit the AB 939 Surcharge to the COUNTY. As a component of the landfill
21 tipping fee, the AB 939 Surcharge shall automatically be collected from all Jurisdiction's
22 Haulers entering a COUNTY-operated landfill to dispose of Material. The funds so
23 collected shall be deposited in the Solid Waste Surcharge Trust Fund.
24

25 b. If the initial destination of the Material collected by the
26 Jurisdiction's Hauler is the Clovis Landfill, the Jurisdiction's Hauler is not required to
27 remit the AB 939 Surcharge to the COUNTY. The City of Clovis hereby acknowledges
28 and agrees that it will continue to collect and remit to the COUNTY, in accordance with

1 Fresno County Ordinance Code Section 8.20.070.A, the equivalent dollar amount of the
2 AB 939 Surcharge Fee for every ton of Material generated in Fresno County that is
3 landfilled at the Clovis Landfill during the applicable time frame.

4 c. If the initial destination of the Material is not a COUNTY-
5 operated landfill or the Clovis Landfill, the Jurisdiction's Hauler shall be required to
6 remit, directly to the COUNTY, the dollar equivalent of the AB 939 Surcharge on every
7 ton of the Material that the Jurisdiction's Hauler takes to said facility, except as provided
8 for in Article IV, Section H, Item 2d (below).
9

10 d. The amount of the AB 939 Surcharge payment to be
11 remitted to the COUNTY may be adjusted downward by the COUNTY, based on actual
12 tonnage landfilled, if the Jurisdiction's Hauler chooses to, and is able to, meet all of the
13 following conditions:

14 (i) Provide documentation of the number of tons of the
15 Material that will/have been buried in any landfill (whether located inside or outside of
16 Fresno County) that is not operated by the County or the City of Clovis; and
17

18 (ii) Provide documentation of the number of tons of the
19 Material that will/have been buried in a landfill that is operated by the County or the City
20 of Clovis; and

21 (iii) Provide documentation of the number of tons of the
22 Material that will not/ have not been landfilled (e.g., recycled, sent to a biomass plant);
23 and

24 (iv) Remit directly to the COUNTY the dollar equivalent of
25 the AB 939 Surcharge for every ton of that Material documented in Article IV, Section H,
26 Item (2)(d)(i) above.

27 3. Unless there are already equivalent provisions in place, each
28 of the participating Jurisdictions hereby agrees to use its best efforts to:

1 (i) Amend any existing instruments authorizing, permitting and/or
2 contracting for such service to include provisions equivalent to those indicated in Article
3 IV, Section H, Items 1 and 2 within two (2) years from the date this MOU is executed;
4 and

5 (ii) Include provisions equivalent to those indicated in Article IV,
6 Section H, Item 1 and Item 2, in any instruments authorizing, permitting and/or
7 contracting for such service entered into (or the term of which is extended by
8 amendment) by any participating Jurisdiction subsequent to the date of such
9 Jurisdiction's execution of this MOU.
10

11 V. AMOUNT OF AB 939 SURCHARGE

12 A. Proposed Increase in the AB 939 Surcharge

13 1. In order to build and operate an HHW Faculty and related
14 programs/services, the participating Jurisdictions have requested the Lead Agency to
15 submit to the Board an agenda item proposing that the County Master Schedule of
16 Fees, Charges and Recovered Costs (hereinafter "the Master Schedule") be amended
17 to increase, over a five (5)-year period, the AB 939 Surcharge from the current sixty-five
18 (\$.65) per-ton to two dollars and forty cents (\$2.40) per-ton and that the Board approve
19 a commensurate increase in American Avenue and Coalinga Landfill tipping fees
20 (hereinafter defined as Proposed Amendments).

21 2. If and when the Proposed Amendments are adopted and become
22 effective, the AB 939 Surcharge would be increased to the amounts and in the time
23 increments illustrated in the following table:

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ANTICIPATED AB 939 SURCHARGE INCREASES AND POTENTIAL FISCAL EFFECTS ON COUNTY HOUSEHOLDS

	Current Program	Year One 2008-2009 (beginning January 2009)	Year Two 2009-2010	Year Three 2010-2011	Year Four 2011-2012	Year Five 2013-2014
Proposed Surcharge Increase Per-Ton	N/A	\$.35	\$.35	\$.35	\$.35	\$.35
Surcharge Rate Per-Ton	\$.65	\$1.00	\$1.35	\$1.70	\$2.05	\$2.40
Estimated No. Program Participants	3,000	2,000	8,000	10,000	12,000	14,000
Yearly Program Cost/ CITY Household (Monthly)*	\$.65 (\$.054)	\$1.00 (\$.083)	\$1.35 (\$.113)	\$1.70 (\$.142)	\$2.05 (\$.171)	\$2.40 (\$.200)
Yearly Program Cost/ ESAP Household (Monthly)**	\$1.30 (\$.108)	\$2.00 (\$.167)	\$2.70 (\$.225)	\$3.40 (\$.283)	\$4.10 (\$.341)	\$4.80 (\$.400)

*Based upon an estimated rate of one ton of solid waste landfilled per year.

**Based upon an estimated rate of two tons of solid waste landfilled per year in households located in the Exclusive Service Area Program (ESAP) serving unincorporated areas of Fresno County.

3. As indicated in the table above, it is the intent of participating Jurisdictions that the Proposed Amendments to the Master Schedule, and therefore the initial increase in the AB 939 Surcharge, shall become effective sometime in the third quarter of FY 2008-09, (hereinafter defined as "the Initial Target Period"), on or around, but no earlier than, January 1, 2009, hereinafter defined as "the Initial Target Date".

B. Delays in the Master Schedule Amendment Process

1. Any event/action, or the absence of any event/action, that prevents or precludes the Proposed Amendments from becoming operational within the Initial Target Period, shall be treated as a delay in the Master Schedule amendment process:

2. The participating Jurisdictions have agreed that any delay shall be not interrupt the development/and or operation of the HHW Facility.

3. At the discretion of the Committee, but not less than annually, until such time as the Proposed Amendments to the Master Schedule have been executed by the Board:

1 a. The Lead Agency shall prepare, and the Committee shall
2 approve, a revised AWP/budget providing for the HHW Facility to be operated at a level
3 commensurate with the anticipated funding, based on the fee authorized at that point in
4 time by applicable provisions of the then-current Master Schedule.

5 b. In consultation with the Committee, the Lead Agency shall
6 prepare, and provide to each of the other participating Jurisdictions (i.e., the CITIES), a
7 draft resolution relating to the Proposed Amendments. The draft resolution shall
8 indicate a Revised Target Date and a Revised Target Period to replace the Initial Target
9 Date and Initial Target Period identified in Section V. While it is anticipated that the
10 dollar amounts of the Proposed Amendments will be those indicated in Section V of this
11 MOU, the Lead Agency may recommend and the Committee may authorize, at the time
12 the Lead Agency prepares the draft resolution, changes in the timing and/or the dollar
13 amounts of the Proposed Amendments.

14 c. Based upon the parameters indicated in the draft resolution,
15 (Amendment Resolution) each of the CITIES shall be requested by the Lead Agency to
16 prepare, execute and provide an appropriate resolution, executed by its respective
17 governing body, requesting that the COUNTY's Board execute the Proposed
18 Amendments.

19 d. If and when said Amendment Resolution has been executed
20 and provided by all fifteen (15) of the CITIES, the Lead Agency shall prepare an agenda
21 item and appropriate resolution(s) requesting the COUNTY's Board to execute the
22 COUNTY's Amendment Resolution and to execute the requested amendment(s) to the
23 Master Schedule.

24 4. Until such time as the Master Schedule has been amended
25 consistent with the foregoing provisions of this Article V, resulting in an increased AB
26 939 Surcharge having become operational, the AB 939 Surcharge shall remain at the
27 current \$.65 per-ton of landfilled solid waste generated in Fresno County.

28 C. Future Amendments to the Master Schedule

1 Due to the number and variability of the factors that could significantly impact
2 program funding and costs, the Committee agrees that it is not practical at this time to
3 set the AB 939 Surcharge beyond the five-year period indicated in the table above
4 (Article V, Section A, Items 2). Therefore, during the preparation of the AWP for Fiscal
5 Year Six, the Committee shall re-evaluate the adequacy of the AB 939 Surcharge
6 currently in effect to fund the programs/services authorized under this MOU. This re-
7 evaluation may (but is not required to) include preparation of a cost study. Based upon
8 said re-evaluation, the Lead Agency at that time may recommend, and the Committee
9 may vote to:

10 1. Maintain the AB 939 Surcharge in effect at the end of the current
11 year; or

12 2. Request that each of the fifteen (15) CITIES execute an appropriate
13 resolution from its decision-making body, requesting that the COUNTY's Board execute
14 an additional change to the Master Schedule associated with an additional adjustment
15 of the AB 939 Surcharge

16 VI. TERM:

17 A. The initial term of this MOU shall be for five (5) years, commencing on the
18 date first indicated above, that this MOU is executed by the Board and shall be
19 automatically renewed for one (1) additional five (5)-year period, unless a majority of the
20 parties hereto vote not to exercise the option for renewal as set forth in Article VI,
21 Section B (Renewal Option).

22 B. Renewal Option

23 1. During the first month of Year Five (5), the Lead Agency shall notify
24 the participating Jurisdictions in writing that the Renewal Option must be voted upon
25 sometime before the end of Year Five. The Chairperson and the Lead Agency shall
26 arrange for and notice a special meeting of the Committee to be held prior to the end of
27 year five (5). The special meeting notice shall include a special ballot, specifically for
28 the renewal option (Renewal Option Ballot).

1 2. Each of the CITIES' decision-making bodies hereby authorizes its
2 respective city manager or equivalent officer, and the COUNTY hereby authorizes the
3 Director of the Public Works and Planning Department or his designee, upon receipt of
4 a Renewal Option Ballot, to complete and to submit said ballot on its behalf, voting to
5 either approve or reject the Renewal Option.

6 3. Renewal Option Ballots may be submitted by mail, fax or in person,
7 but must be received by the Chairperson before the Renewal Option meeting is called
8 to order. At that special meeting, the Chairperson shall count the valid Renewal Option
9 Ballots submitted. To be valid, a Renewal Option Ballot must have been signed by that
10 decision-making body's authorized agent (see Article VI, Section C) and be received
11 before the submittal deadline. Once a quorum has been declared, if a simple majority
12 of the valid Renewal Option Ballots received by the Chairperson is in support of the
13 Renewal Option, this MOU shall automatically be extended through Calendar Year Ten
14 (10) as provided in Article VI, Section A.

15 4. If the majority of the Renewal Option Ballots cast are not in support
16 of the Renewal Option, the MOU shall automatically expire at the end of the initial five
17 (5) -year period.

18 VII. TERMINATION:

19 A. Unless the Committee exercises one of the options in Section B (below),
20 the MOU shall automatically terminate:

21 1. At the end of Year Five (5), if the Renewal Option is not approved;

22 or

23 2. At the end of Year Ten (10), if the Renewal Option was approved.

24 B. Additional Options for Changing the Term

25 The term of the MOU may be changed using one of the following options:

26 1. All sixteen (16) participating Jurisdictions pass resolutions
27 authorizing an amendment to the MOU to increase, reduce or end the Term authorized
28 in Article VII, Section A (above); or

1 2. All sixteen (16) participating Jurisdictions pass resolutions
2 authorizing a subsequent successor MOU, in which case this MOU would expire on the
3 date that the such subsequent successor MOU becomes effective.

4 C. Disbursement of Cash Balance in the Solid Waste Surcharge Fund #2350,
5 Subclass #33860 (\$.65 Surcharge) Account

6 Should the participating Jurisdictions choose not to renew, extend or amend the
7 term of this MOU and no Successor MOU has been approved or is approved within six
8 (6) months of the date this MOU expired, then the Lead Agency shall calculate and the
9 COUNTY shall disburse the cash balance in the Solid Waste Surcharge Fund #2350,
10 Subclass #33860 AB 939 Surcharge) Account. Unless the participating Jurisdictions
11 unanimously pass a resolution within thirty (30) days before the MOU's termination
12 date, defining and implementing an alternative method for calculating and distributing
13 the cash balance in the AB 939 Surcharge Account (Option Two), the Lead Agency
14 shall proceed in accordance with the following procedure: .

15 1. Option One: Invoiced Tonnage Method

16 a. Calculate the total number of tons the COUNTY reported to
17 the CIWMB as originating in each participating Jurisdiction during the term of the MOU
18 (Designated Time Period), hereinafter "Individual Jurisdiction's Tons" or "IJT". Tons
19 accepted at a non-County landfill (a) for which the AB 939 Surcharge was remitted to
20 the County (e.g., the City of Clovis) during the Designated Time Period and (b) for which
21 the origin of the waste reported was one of the participating Jurisdictions, shall be
22 included in the IJT for each participating jurisdiction.

23 b. Add together the IJT from all the participating Jurisdictions to
24 determine the cumulative total of tons for all the participating Jurisdictions during the
25 Designated Time Period, hereinafter "Total Tons".

26 c. For each participating Jurisdiction, divide the IJT by the Total
27 Tons to yield the Jurisdiction's Return Percentage, hereafter "JRP".
28

1 d. Calculate the Adjusted Cash Balance of the AB 939
2 Surcharge Account, by making appropriate adjustments for any outstanding bills or
3 other outstanding contractual obligations (including pending or forthcoming invoices for
4 approved work), and for any revenues earned but unaccrued as of the date of
5 termination.

6 e. The Adjusted Cash Balance (as calculated in accordance
7 with the immediately preceding Item 1.d of Article VII, Section C.,) shall then be
8 multiplied by the Jurisdiction's JRP, in order to determine the dollar amount of the
9 disbursement by the COUNTY from the AB 939 Surcharge Account to that jurisdiction
10 (hereinafter "Jurisdiction's Refund").

11 2. Option Two: An alternative method defined and adopted by
12 resolution by the governing bodies of all fifteen (15) CITIES and the COUNTY no less
13 than 30 days before the MOU's termination date.

14 VIII. AMENDMENTS

15 A. This MOU may be amended to adjust the amount of the AB 939
16 Surcharge or any other provision.

17 1. With the exception of certain MOU provisions governing the
18 Committee's scope of work as expressly specified above, (i.e., those provisions related
19 to the R List, the AWP and the Committee Policies and Procedures), the approval of
20 any proposed amendment of any other provision of this MOU requires that an
21 appropriate amendment resolution and accompanying amendment to this MOU be
22 executed by the governing body of each and every one of the sixteen (16) participating
23 Jurisdictions.

24 2. Upon the request of and in consultation with the Committee, the
25 Lead Agency shall prepare for this purpose and provide, to the City Manager of each of
26 the CITIES, a draft of an appropriate amendment resolution and accompanying
27 amendment to this MOU.

28

1 3. Based upon the parameters indicated in the draft amendment
2 resolution, each Jurisdiction shall be asked to prepare, execute and provide the Lead
3 Agency with an executed amendment resolution and an executed counterpart original
4 signature page of the accompanying amendment to this MOU, following approval of
5 same by its respective governing body.

6 4. If and when an amendment resolution has been executed and
7 provided by all fifteen (15) of the CITIES, the Lead Agency shall prepare an agenda
8 item and appropriate resolution requesting the COUNTY's Board to execute the
9 COUNTY's amendment resolution and to execute a counterpart original signature page
10 of the requested amendment to the MOU.

11 C. The Committee may propose and execute changes or amendments to the
12 R List and/or the AWP (Article II and Article III) and/or Committee Policy and
13 Procedures (Article I), by a simple majority vote of the Delegates casting ballots, so long
14 as:

15 1. All such proposed changes/amendments to the R List, the AWP
16 and the Committee Procedures and Policies are noticed to the Delegates at least thirty
17 (30)-days in advance. The notice must include a proxy ballot form and a message
18 indicating the date, time and location at which the proposed change(s)/amendment(s)
19 will be discussed and voted upon.

20 2. A total of at least nine (9) eligible voters must participate, in person
21 or by proxy. (Any Delegate submitting a valid abstention shall be counted as a
22 participant.) The votes shall be calculated by adding the number of valid proxy ballots
23 (received from Delegates not physically present at the meeting) to the number of votes
24 cast by those Delegates in attendance at the meeting.

25 D. Each successive revised/amended version(s) of the R List and/or the
26 AWP shall supersede the previous version of these documents as the official exhibits to
27 this MOU.

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1 IX. HOLD HARMLESS:

2 A. The COUNTY hereby agrees to indemnify and hold harmless each of the
3 signatory CITIES and their respective agents and employees, from and against all loss
4 or expense (including reasonable costs and attorney's fees) by reason of liability
5 imposed by law upon such signatory CITY for damages because of bodily injury,
6 including death at any time resulting there from, sustained by any person or persons or
7 on account of damage to property, including loss of use thereof, arising out of or as a
8 consequence of the performance of this work. Provided, however, that the duty
9 imposed by this Paragraph shall be binding upon the COUNTY only if, and only to the
10 extent, that such injury to persons or damage to property is due to negligence of the
11 COUNTY.

12 B. Each of the signatory CITIES hereby agrees to indemnify and hold
13 harmless the COUNTY and its agents and employees, from and against all loss or
14 expense (including reasonable costs and attorney's fees) by reason of liability imposed
15 by law upon the COUNTY for damages because of bodily injury, including death at any
16 time resulting there from, sustained by any person or persons or on account of damage
17 to property, including loss of use thereof, arising out of or as a consequence of the
18 performance of this work. Provided, however, that the duty imposed by this Paragraph
19 shall be binding upon a signatory CITY only if, and only to the extent, that such injury to
20 persons or damage to property is due to negligence of such signatory CITY.

21 X. COUNTERPARTS:

22 This MOU may be executed in any number of counterparts, each of which when
23 so executed and delivered shall be deemed to be an original, and such counterparts
24 together shall constitute one and the same document and MOU.

25 XI. ENTIRE AGREEMENT:

26 This MOU constitutes the entire agreement among the participating Jurisdictions
27 with respect to the subject matter hereof and supersedes all previous negotiations,
28 proposals, commitments, writings, advertisements, publications, and understandings of

1 any nature whatsoever unless expressly included in this MOU.

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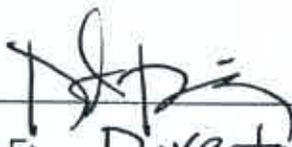
1 IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as
2 of the day and year first above written.

3 CITY OF FRESNO
4 A MUNICIPAL CORPORATION OF THE
5 STATE OF CALIFORNIA ("CITY")

COUNTY OF FRESNO

BY:

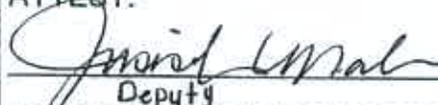
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

6 BY: 

7 TITLE: Director

APPROVED AS TO LEGAL FORM:
DENNIS MARSHALL
COUNTY COUNSEL

8 ATTEST:

9 
Deputy

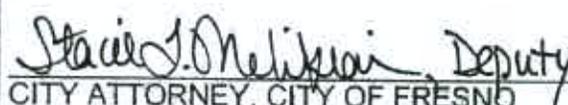
12/4/08

10 CITY CLERK, CITY OF FRESNO

BY:

DEPUTY

11 APPROVED AS TO LEGAL FORM:

12  Deputy
13 CITY ATTORNEY, CITY OF FRESNO

APPROVED AS TO ACCOUNTING
FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY:

DEPUTY

14 REVIEWED AND RECOMMENDED
15 FOR APPROVAL

16 BY:

17 
18 ALAN WEAVER, DIRECTOR
19 DEPARTMENT OF PUBLIC WORKS
AND PLANNING

20 FOR ACCOUNTING USE ONLY:

21 FUND: 0701
22 ORG: 9015
23 ACCOUNT: N/A
24 SUBCLASS: 15001

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF COALINGA
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: Irish Hill

TITLE: Mayor

ATTEST:

Cindy Johnson
CITY CLERK, CITY OF COALINGA

APPROVED AS TO LEGAL FORM:

Christopher
CITY ATTORNEY, CITY OF COALINGA

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: _____
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

COUNTY OF FRESNO

BY: _____
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
JANELLE E. KELLEY
INTERIM COUNTY COUNSEL

BY: _____
DEPUTY

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY: _____
DEPUTY

ATTEST:

BY: _____
BERNICE E. SEIDEL
CLERK TO THE BOARD

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF FIREBAUGH
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: *Jose Ramirez*

TITLE: City Manager

ATTEST:

Rita Jones
CITY CLERK, CITY OF FIREBAUGH

APPROVED AS TO LEGAL FORM:

Jim E. [Signature]
CITY ATTORNEY, CITY OF FIREBAUGH

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: _____
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

COUNTY OF FRESNO

BY: _____
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
JANELLE E. KELLEY
INTERIM COUNTY COUNSEL

BY: _____
DEPUTY

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY: _____
DEPUTY

ATTEST:

BY: _____
BERNICE E. SEIDEL
CLERK TO THE BOARD

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF FOWLER
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: [Signature]

TITLE: Mayor

ATTEST)

[Signature]
CITY CLERK, CITY OF FOWLER

APPROVED AS TO LEGAL FORM:

[Signature]
CITY ATTORNEY, CITY OF FOWLER

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: [Signature]
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

COUNTY OF FRESNO

BY: [Signature]
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
JANELLE E. KELLEY
INTERIM COUNTY COUNSEL

BY: [Signature]
DEPUTY

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY: [Signature]
DEPUTY

ATTEST:

BY: [Signature]
BERNICE E. SEIDEL
CLERK TO THE BOARD

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF HURON
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: Juanita M. Vaf
TITLE: Administrative Assistant

ATTEST:

Jan Duke
DEPUTY CITY CLERK, CITY OF HURON

APPROVED AS TO LEGAL FORM:

Rui Sobrinho
CITY ATTORNEY, CITY OF HURON

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: Alan Weaver
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

COUNTY OF FRESNO

BY: Henry Perea
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
JANELLE E. KELLEY
INTERIM COUNTY COUNSEL

BY: Janelle E. Kelley
DEPUTY

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY: Vicki Crow
DEPUTY

ATTEST:

BY: Bernice E. Seidel
BERNICE E. SEIDEL
CLERK TO THE BOARD

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF KERMAN
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: [Signature]

TITLE: MAYOR

ATTEST:

[Signature]
CITY CLERK, CITY OF KERMAN

APPROVED AS TO LEGAL FORM:

[Signature]
CITY ATTORNEY, CITY OF KERMAN

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: [Signature]
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

COUNTY OF FRESNO

BY: [Signature]
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
JANELLE E. KELLEY
INTERIM COUNTY COUNSEL

BY: [Signature]
DEPUTY

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR/CONTROLLER/
TREASURER-TAX COLLECTOR

BY: [Signature]
DEPUTY

ATTEST:

BY: [Signature]
BERNICE E. SEIDEL
CLERK TO THE BOARD

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF KINGSBURG
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: Don Jensen

TITLE: Assistant City Manager/Finance Director

ATTEST:

Lee Bouch
CITY CLERK, CITY OF KINGSBURG

APPROVED AS TO LEGAL FORM:

Wendy Miller
CITY ATTORNEY, CITY OF KINGSBURG

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: _____
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

COUNTY OF FRESNO

BY: _____
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
DENNIS MARSHALL
COUNTY COUNSEL

BY: _____
DEPUTY

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY: _____
DEPUTY

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF MENDOTA
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: [Signature]

TITLE: Mayor

ATTEST:
[Signature]
CITY CLERK, CITY OF MENDOTA

APPROVED AS TO LEGAL FORM:
[Signature]
CITY ATTORNEY, CITY OF MENDOTA

REVIEWED AND RECOMMENDED
FOR APPROVAL
BY: [Signature]
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

COUNTY OF FRESNO

BY: [Signature]
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
JANELLE E. KELLEY
INTERIM COUNTY COUNSEL

BY: [Signature]
DEPUTY

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY: [Signature]
DEPUTY

ATTEST:
BY: [Signature]
BERNICE E. SEIDEL
CLERK TO THE BOARD

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF ORANGE COVE
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: [Signature]
TITLE: Mayor

COUNTY OF FRESNO

BY: [Signature]
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
DENNIS MARSHALL
COUNTY COUNSEL

BY: [Signature]
DEPUTY

ATTEST:

[Signature]
CITY CLERK, CITY OF ORANGE COVE

APPROVED AS TO LEGAL FORM:
[Signature]
CITY ATTORNEY, CITY OF ORANGE COVE

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: [Signature]
DEPUTY

BY: [Signature]
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF PARLIER
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: Amando Lopez

TITLE: City Mayor

ATTEST:

[Signature]
CITY CLERK, CITY OF PARLIER

COUNTY OF FRESNO

BY: [Signature]
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
JANELLE E. KELLEY
INTERIM COUNTY COUNSEL

BY: [Signature]
DEPUTY

APPROVED AS TO LEGAL FORM:

Megan Brennan
CITY ATTORNEY, CITY OF PARLIER

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY: [Signature]
DEPUTY

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: [Signature]
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

AND PLANNING

ATTEST:
BY: [Signature]
BERNICE E. SEIDEL
CLERK TO THE BOARD

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF REEDLEY
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: [Signature]

TITLE: City Manager

ATTEST:

[Signature]
CITY CLERK, CITY OF REEDLEY

COUNTY OF FRESNO

BY: [Signature]
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
JANELLE E. KELLEY
INTERIM COUNTY COUNSEL

BY: [Signature]
DEPUTY

APPROVED AS TO LEGAL FORM:

[Signature]
CITY ATTORNEY, CITY OF REEDLEY

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY: [Signature]
DEPUTY

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: [Signature]
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

AND PLANNING

ATTEST:

BY: [Signature]
BERNICE E. SEIDEL
CLERK TO THE BOARD

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

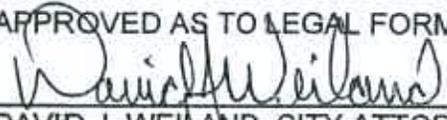
CITY OF SANGER
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: 
MICHAEL A. MONTELONGO, MAYOR
CITY OF SANGER

ATTEST:


BARBARA M. MERGAN, CITY CLERK
CITY OF SANGER

APPROVED AS TO LEGAL FORM:


DAVID J. WEILAND, CITY ATTORNEY
CITY OF SANGER

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: _____
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

COUNTY OF FRESNO

BY: _____
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
JANELLE E. KELLEY
INTERIM COUNTY COUNSEL

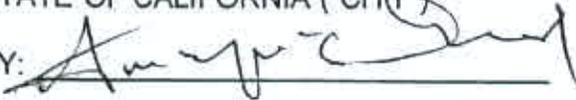
BY: _____
DEPUTY

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY: _____
DEPUTY

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF SAN JOAQUIN
A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA ("CITY")

BY: 

TITLE: MAYOR

ATTEST:


CITY CLERK, CITY OF SAN JOAQUIN

APPROVED AS TO LEGAL FORM:


CITY ATTORNEY, CITY OF SAN JOAQUIN

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: _____
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

FOR ACCOUNTING USE ONLY:

FUND: 0701
ORG: 9015
ACCOUNT: N/A
SUBCLASS: 15001

COUNTY OF FRESNO

BY: _____
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM:
DENNIS MARSHALL
COUNTY COUNSEL

BY: _____
DEPUTY

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY: _____
DEPUTY

MOU EXHIBIT A

Report List (R List) Report One

Budget Year 2008-2009

Report One

Report Name:	R List for Budget Year 2008-2009
General Description:	Description of AB 939* MOU-related reports/due dates
Purpose of Report:	Exhibit A to MOU Provide DELEGATES with information on reports available/due dates Facilitate monitoring/oversight of the MOU and its programs
Data Collected By:	COUNTY DELEGATE
Report Prepared By:	COUNTY DELEGATE
Delivered to/Delivered by:	CITY DELEGATES/COUNTY DELEGATE
Frequency:	Annual (at least once each FY)
Period Covered:	Budget Year 2008-2009
Report Due:	Draft: Two weeks prior to the CFY 2007-2008 Annual Meeting (tentatively set for May of the current year.) Final: Adopted by COMMITTEE no later than June of the CFY.

Report Two

Report Name:	Annual Survey/Summary of Program Interest by Jurisdiction
General Description:	Survey form (Part A) requesting each jurisdiction to recommend, based upon surcharges collected in FY 2006-07, how its projected surcharge contributions (FY 2008-09) be allocated over the AWP programs Survey Summary/Extrapolation (Part B) of data provided in Survey form (A)
Purpose of Report:	Gather input from each jurisdiction on its priorities for the allocation of its projected surcharge contributions Provide a way to address jurisdictional priorities in the AWP budgeting process Provide each jurisdiction's decision making body with access to data on how that jurisdiction is allocating its projected surcharge contributions
Data Collected By:	CITY DELEGATES (complete/return survey)
Report Prepared By:	COUNTY DELEGATE
Delivered to/Delivered by:	Part A: Jurisdiction's decision making body/CITY DELEGATE Part B: COUNTY DELEGATE/ CITY DELEGATES
Frequency:	Annual (at least once each FY)
Period Covered:	Data: FY 2006-07 Projection: FY 2007-08 and FY 2008-09
Report Due:	Part A: November 2008 Part B: December 2007

Report Three

Report Name: MOU Annual Work Plan (AWP)

General Description: Description (Menu) of each program covered by MOU, including:

- major program elements
- major work products, including responsible parties

Proposed budget for MOU programming

- projected Cash on Hand at the start of FY
- projected revenues (all sources)
- projected expenditures by program, reflecting Report Two data
- projected balance at the end of FY

Purpose of Report: Exhibit B to MOU
Define programs/responsibilities/expenditures to be funded under the MOU

Data Collected By: COUNTY DELEGATE

Report Prepared By: Draft: COUNTY DELEGATE
Final: COMMITTEE & COUNTY DELEGATE

Delivered to/Delivered by: Draft: COMMITTEE/COUNTY DELEGATE
Final: CITY DELEGATES/COMMITTEE & COUNTY

Frequency: Annual (at least once each FY)

Period Covered: FY 2008-09

Report Due: Draft: Two weeks prior to the Annual Meeting (tentatively set for May of the current year.)

Report Four

Report Name: Tipping Fee Component Report

General Description: List of the program elements funded by the tipping fee and the dollar amount of the tipping fee allocated to each element

Purpose of Report: Provide COMMITTEE with detailed information needed for oversight and budget development

Data Collected By: County Solid Waste Staff

Report Prepared By: COUNTY DELEGATE

Delivered to/Delivered by: COMMITTEE/COUNTY DELEGATE

Frequency: Annual (at least once each FY)

Period Covered: Calendar Year 2008

Report Due: Draft: Two weeks prior to the Annual Meeting (tentatively set for May of the current year.)

Report Five

Report Name:	Annual Tonnage and Surcharge Summary
General Description:	Annual data, by jurisdiction, on the tons landfilled and surcharges collected at County landfills
Purpose of Report:	Provide data required to project next year's tonnages and surcharge revenues for each CITY Provide jurisdictions with data on tons disposed and surcharges paid to County landfills by the jurisdiction of origin
Data Collected By:	County Solid Waste Staff and County Business Office
Report Prepared By:	COUNTY DELEGATE
Delivered to/Delivered by:	CITY DELEGATES/COUNTY DELEGATE
Frequency:	Annual (at least once each FY)
Period Covered:	Data: FY 2006-07 Projection: FY 2007-08 and FY 2008-09
Report Due:	November 2007

Report Six

Report Name:	Major Program Summary Report
General Description*:	Program by program summary of major AWP program elements proposed in CY 2007-08 and delivered in Calendar 2006 AR Format: Data and language needed to complete prior calendar year Annual Report (AR) to the CIWMB AWP Format: Data needed to evaluate the effectiveness to date of the currently adopted AWP (approximately the first six months of the current FY) and to develop the AWP for the coming FY
Purpose of Report:	Allow for an overall accounting of AWP work product delivered Provide the data required to evaluate the effectiveness of the MOU program Provide jurisdictions with the data/language needed to complete AR entries on regional programs carried out under the MOU Note: For detailed accounting of expenditures by program, see Project Ledger Detail Report (Report 7) Note: For detailed accounting of labor by program, see Labor Summary by Project Report (Report 8)
Data Collected By:	COUNTY DELEGATE
Report Prepared By:	COUNTY DELEGATE
Delivered to/Delivered by:	A: CITY DELEGATES/COUNTY DELEGATE B: Jurisdiction 's decision making body/CITY DELEGATE
Frequency:	Annual (at least once each FY)
Period Covered:	A. AR Format: Calendar Year 2007 B. AWP Format for FY 2007-08
Report Due:	A. AR Format for Calendar Year 2007: March 2009 B. AWP Format for FY 2007-08: November 2007

Report Seven

Report Name: Solid Waste Surcharge Trust Fund #2350 (\$.65 Surcharge)
Account Summary

General Description: Reconciliation of the AB 939 Surcharge Trust Fund Account
Purpose of Report: Provide CITIES/COUNTY DELEGATE with summary of AB 939 Surcharge Account revenues (including interest received)/expenditures/cash on hand for FY 2007-08
Provide data required to prepare next year's budget
Provide data for annual reports/audits by County Auditor

Data Collected By: County Business Office
Report Prepared By: County Business Office
Delivered to/Delivered by: COUNTY DELEGATE/County Business Office
COMMITTEE/COUNTY DELEGATE
CITY DELEGATES/COUNTY DELEGATE

Frequency: Quarterly
Period Covered: Prior year and three quarters of the current FY
A: FY 2006-07
B: July 1, 2007 through September 30, 2007
C: October 1, 2007 through December 31, 2007
D: January 1, 2008 through March 31, 2008

Report Due: A: August 2007
B: November 2007
C: February 2008
D: May 2008

Report Eight

Report Name: Project Ledger Detail Report

General Description: Spread sheet listing AWP expenditures by program, including labor

Purpose of Report: Provide COMMITTEE with detailed information on AWP expenditures needed for oversight and budget development

Data Collected By: County Business Office
Report Prepared By: County Business Office
Delivered to/Delivered by: COMMITTEE/COUNTY DELEGATE

Frequency: Quarterly
Period Covered: Prior FY and three quarters of the current FY
A: FY 2006-07
B: July 1, 2007 through September 30, 2007
C: October 1, 2007 through December 31, 2007
D: January 1, 2008 through March 31, 2008

Report Due: A: August 2007
B: November 2007
C: February 2008
D: May 2008

Report Nine

Report Name:	Labor Summary by Project Report
General Description:	Spread sheet listing AWP expenditures on labor by program, including hours and dollar amount in each program category
Purpose of Report:	Provide COMMITTEE with detailed information on AWP expenditures needed for oversight and budget development
Data Collected By:	County Business Office
Report Prepared By:	County Business Office
Delivered to/Delivered by:	COMMITTEE/COUNTY DELEGATE
Frequency:	Quarterly
Period Covered:	Prior FY and three quarters of the current FY A: FY 2006-07 B: July 1, 2007 through September 30, 2007 C: October 1, 2007 through December 31, 2007 D: January 1, 2008 through March 31, 2008
Report Due:	A: August 2007 B: November 2007 C: February 2008 D: May 2008

Report Ten: Deleted

Report Name:	Quarterly Program Letter
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Report Eleven

Report Name:	COMMITTEE Meeting Minutes (Annual and additional meetings)
General Description:	Summary/record of business conducted by the COMMITTEE -attendance/quorum -motions made/carried Covers COMMITTEE Annual Meeting and any additional meetings of the COMMITTEE
Purpose of Report:	Summary/record of business conducted by the COMMITTEE Track Delegate attendance Record of motions made/carried
Data Collected By:	COUNTY DELEGATE
Report Prepared By:	COUNTY DELEGATE
Delivered to/Delivered by:	CITY DELEGATES/COUNTY DELEGATE
Frequency:	Quarterly (approximately once each quarter)
Period Covered:	Last meeting FY 2008-09 Annual Meeting tentatively scheduled for March 2009
Report Due:	Included with notice of next meeting

Report Twelve

Report Name: **Form 303b: Non-Lead Agency**
General Description: DTSC annual accounting of HHW management
Purpose of Report: Comply with DTSC regulations
Track local HHW Program types/volume
Provide CIWMB with revised local contact information
Provide each CITY with accounting of HHW management of specific waste streams
Provide each CITY Delegate with reminder of/form for reporting current contact information to DTSC
Report on CRT management programs
Data Collected By: HHW contractor
Report Prepared By: COUNTY DELEGATE
Delivered to/Delivered by: DTSC/COUNTY DELEGATE
Health Department/COUNTY DELEGATE
CITY DELEGATES /COUNTY DELEGATE
Frequency: Annual
Period Covered: FY 2007-08
Report Due: October 2008

Report Thirteen

Report Name: **Form 303a: Lead Agency**
General Description: DTSC annual accounting of jurisdictions providing HHW management
Purpose of Report: Provide CIWMB with revised contact information for each jurisdiction providing HHW management
Data Collected By: CITY Delegate
Report Prepared By: Report form prepared by COUNTY DELEGATE
Local contact information provided by CITY Delegate
Delivered to/Delivered by: DTSC/CITY Delegate
Frequency: Annual
Period Covered: FY 2007-08
Report Due: October 2008

Report Fourteen

Report Name: **DTSC Annual E-Waste Report**
General Description: Annual report to DTSC on local e-waste management programming and e-waste managed
Purpose of Report: Provide DTSC with data on local e-waste management programming and e-waste managed
Data Collected By: HHW contractor
Report Prepared By: COUNTY DELEGATE
Delivered to/Delivered by: DTSC/COUNTY DELEGATE
Health Department/COUNTY DELEGATE
Frequency: Annual
Period Covered: Calendar Year 2008
Report Due: February 2009

*R Report Acronyms /Definitions

AB 939	Assembly Bill requiring jurisdictions to reduce flow of waste to local landfills
AR	Annual Report, CIWMB mandated summary of jurisdiction-specific AB 939-related diversion programs implemented during past Calendar Year. Jurisdictions may choose to include regional programs funded and delivered under the AB 939 MOU.
AWP	Annual Work Plan, Exhibit B to the MOU, defining AB 939 programming funded/implemented under the MOU.
Calendar Year	January 1 through December 31
CIWMB	California Integrated Waste Management Board , also referred to as the State
Business Office	County of Fresno, Department of Public Works and Planning, Business Office Division
DTSC	Department of Toxic Substances Control
EPA	Environmental Protection Agency
E-waste	Electronic waste, currently limited to cathode ray tubes (CRTs) and items containing CRTs such as computer monitors and televisions, which are considered HHW and which may not be landfilled
FY	Fiscal Year (July 1 through June 30)
Health Department	Human Services System, Department of Community Health, Environmental Health Division
HHW	Household Hazardous Waste
MOU	Memorandum of Understanding
OLA	Office of Local Assistance, CIWMB unit assisting/monitoring AB 939 compliance
State	California Integrated Waste Management Board (CIWMB)

MOU Exhibit B

**AB 939 MOU
Annual Work Plan (AWP)
Proposed Budget
BY 2008-2009**

Total AWP Labor Budgeted:		\$	172,265
Total AWP Tools/Supplies/Special Services Budgeted:		\$	536,760
Total AWP Projected Expenditures:	A	\$	709,025
Contingencies:	10%	\$	46,684
General Reserves:	20%	\$	93,367
HHW Facility Reserves:		\$	80,743
	B	\$	220,794
Total Projected AB 939 MOU Budget:	A + B	\$	929,819
Projected Cash on Hand June 30, 2008:		\$	466,837
Anticipated \$.65 Surcharge Revenues*:		\$	462,982
	C	\$	929,819
Projected FY 2008-2009 Budget Surplus/(Shortfall):	A + B - C		\$0

Budget Details

Labor includes salaries and benefits for:

Staff Analysts (program specialists responsible for program development and implementation)
 Administrative personnel responsible for supervising COUNTY employees
 Clerical staff

Tools/Supplies/Special Services include such items as:

Postage	Fees	Event space rental	Visual aids	Small tools
Sharps containers	Media	Legal advice	Contest prizes	Copies
Mileage	Printing	Travel expenses	Display items	

Special Services such as HHW disposal, translations, consultants

Overhead includes charges to the Resources Division for items/services such as:

Extra help	Warehouse	Liability insurance	Accounting and auditing
Telephone service	Small tools	Vehicle overhead	Office equipment maintenance
Petty cash	Utilities	Record storage	Computer equipment and services
			Web and e-mail services

AB 939 MOU Financial Status Report

Current Fiscal Year 2007-2008

Beginning Balance:	A	\$	287,067
Revenues to Date (6/30/08):		\$	803,789
Anticipated Additional Revenues:			\$0
Projected Total Revenues:	B	\$	803,789
 Projected Total Funds Available:	 A + B	 \$	 1,090,856
 Expenditures to date (6/30/08):	 	 \$	 624,019
Additional Anticipated Expenditures:			\$0
Projected Total Expenditures:	C	\$	624,019
 Projected End of Year Cash Balar	 A + B - C	 \$	 466,837

BY 2008-2009

Projected Beginning Balance:	\$	466,837
Projected Revenues*:	\$	462,982
Projected Expenditures:	\$	709,025
 Projected Cash Balance June 30, 2009:	 \$	 220,794

***Revenue Projection Calculations**

Projected Revenue FY-2007-08:	\$	803,789
Projected % Increase (Decrease) in Revenue: Decrease of		42.40%
Projected Revenue BY 2008-2009:	\$	462,982

*The projected decrease in revenues is really a return to normal now that waste will not longer be transferred from the Mendota to American Avenue Landfill. In addition, the projected revenue figures assume that the first requested increase in the AB 939 Surcharge (from \$.65 to \$1) will become effective no later than April 2009.

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Program Number: X04301

Program Name MOU Administration

PARIS Codes N/A

Program Description Implementation of/oversight for MOU

Target Audience COMMITTEE DELEGATES
Jurisdiction Administrators

COUNTY's Responsibilities Oversee implementation of current AWP and R List:

Oversee adoption of Successor MOU and process request for increase in the AB 939 Surcharge
Track/report on revenues and expenditures
Provide oversight for the R List (report production/delivery)
Meet responsibilities indicated in AWP
Oversee update of AWP/R List for FY 2009-20010

Communicate with the CITIES on AB 939-related issues:
Convene additional COMMITTEE meetings as needed
Request input from CITIES on AB 939-related topics
Share AB 939-related information with the CITIES
Provide CITIES with quarterly program updates
Produce/deliver reports assigned to COUNTY on the R List

Major Work Product(s) Develop/maintain DELEGATES List and Contact Information

Record COMMITTEE Meeting Minutes and Attendance

AWP/R List programs developed and adopted for FY 09-10

Develop/purpose AB 939 MOU Budget for FY 09-10

Distribute copies of Solid Waste Trust Fund (\$.65 Surcharge) Summary

Prepare/distribute Jurisdiction Tonnage/Surcharge Reports

Annual Expenditure Summary/Major Work Product Report

Produce/deliver other reports assigned to COUNTY on the R List

Hold Annual Meeting and at least two additional COMMITTEE meetings

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

CITIES' Responsibilities Assist with implementation of AWP:
 Designate/send DELEGATES to COMMITTEE meetings
 Follow/comment on AWP content and implementation process
 Meet responsibilities indicated in AWP
 Pay current AB 939 Surcharge on each ton of waste generated

Provide COUNTY with CITIES' input on AB 939-related issues

Special Notes None

Budgeted Labor \$ 44,179

**Budgeted Tools/
Supplies/Special
Services** \$ 914

**Total Budgeted
Expenditures** \$ 45,093

Program Number: X04302

Program Name Recycling Market Development Zone Loan Program
PARIS Code(s) 6010-PI-EIN

Program Description Provide information/assistance/funding to new/existing businesses that could enable them to reduce the flow of solid waste to local landfills or convert a waste into a marketable product

Target Audience New/existing business located or locating in Fresno County

COUNTY's Responsibilities Assign COUNTY staff person to function as RMDZ Administrator (program liaison to CIWMB)

Develop/maintain database of resources available to business interested in recycling and source reduction such as:

- Funding options
- Information/agencies useful to new/expanding businesses
- Contact information for recycling-related programs, technologies, markets

Identify/recruit/pre-qualify applicants for RMDZ loans

Identify/contact businesses with the potential to source reduce or develop a marketable product out of material currently being sent to landfills

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Major Work Product(s) Contact 6 entities with resources of interest to businesses (lenders, economic development, business training, etc.)

 Contact 6 businesses, offering them WAs and referrals

 Set up information tables at two business-related events

 Assist one business to submit an RMDZ loan application

CITIES' Responsibilities A City wishing to maximize benefits from this program may:

Provide the COUNTY with leads/introductions to potential loan candidates

Provide some staff time to assist Zone Administrator on calls to businesses in its jurisdiction

Special Notes The CIWMB is currently considering a proposal to provided approximately \$5,000 to off-set some of the costs associated with this program. If available, these funds would be used to promote the program and provide training for the Zone Administrator.

Budgeted Labor \$ 8,079

Budgeted Tools/Supplies/Special Services \$ 1,400

Total Projected Expenditures \$ 9,479

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Program Number: X04303

Program Name **School Program Support**
PARIS Code(s) **5030-ED-SCH**

Program Description Be a resource to schools interested in educating children about the 3Rs, including providing some regional opportunities for recycling education

Target Audience Grade school teachers, administrators and students throughout Fresno County looking for ideas and resources in order to promote the 3Rs.

**COUNTY's
Responsibilities**

Assign staff person to function as an Education Coordinator to:

Develop and maintain a database of resources teachers may find helpful when teaching the 3Rs, including sample curriculum materials, visual aides, 3R-related classroom projects, and contact information for additional resources

Respond to requests for the information collected by the COUNTY on available resources related to 3R education

Partner with the City of Fresno to develop and implement a Countywide contest designed to educate and interest school children in some aspect of the 3Rs

Participate in a Countywide program which fosters environmental awareness and recycling (e.g., River Camp)

**Major Work
Product(s)**

Contact all COUNTY schools at least annually to notify them of the resources and referral information being collected by, and available through, the COUNTY's Public Education Coordinator

Respond to requests from teachers/administrators for resources and referrals

A database of recycling-related contacts, programs and resources

A Countywide contest for school children

Participate in one Countywide program promoting 3Rs

**CITIES'
Responsibilities**

A City wishing to maximize benefits from this program may:

Provide direct assistance to the City's schools with the development/implementation of classroom presentations, teacher training and/or demonstration lessons

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Special Notes

These codes and programs do not cover any collection/recycling activities at school sites, specifically those activities required under PARIS Code 2050-RC-SCH.

Budgeted Labor

\$ 14,521

**Budgeted Tools/
Supplies/Special
Services**

\$ 1,840

**Total Projected
Expenditures**

\$ 16,361

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Program Number: 0X4304

Program Name Public Education and Outreach

PARIS Code(s) 5000-ED-ELC/ 5010-ED-PRN/5020-ED-OUT

Program Description Promote public awareness and interest in recycling through information tables, educational displays, media campaigns and speakers

Target Audience Residents throughout Fresno County as they attend popular local events

COUNTY's Responsibilities Assign staff person to function as a Public Information Coordinator to:

- Develop and distribute recycling-related literature and premiums at information tables set up at popular local events such as the County Fair, Earth Day and America Recycles Day observances, the Home and Garden Show, and a variety of city events
- Develop and set-up recycling-related displays in public spaces such as city halls and County libraries
- Upon request, provide speakers on recycling-related topics to organizations/public meetings
- Promote the 3Rs through the media (television, radio, and/or newspaper ads)

Major Work Product(s)

- Set-up and staff up to 6 information tables at local events
- Develop, maintain, and when requested, set-up displays in up to 4 public places
- Provide speakers to up to two organizations/public meetings
- Design and place messages promoting the 3Rs in a variety of media

CITIES' Responsibilities

- A City may request the COUNTY provide a speaker, information table and/or display in their community
- The COMMITTEE shall provide input on the list of sites/events at which the COUNTY plans to conduct outreach programming

Special Notes

- The COUNTY will respond to requests from the CITIES for displays, information tables and speakers, based upon available resources

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Program Number: X04305

Program Name HHW Management Programs

PARIS Code(s) 9010-HH-MPC/9020-HH-CSC/9040-HH-EDP/9050-HH-OTH

Program Description Programs designed to educate the public about the dangers and options for the safe and legal management of HHW and to provide for the proper options for the proper disposal of HHW

Target Audience All management program participants must be residents of Fresno County or one of its CITIES. The following is a list of the programs to be offered in FY 2006-07:

The Drop-off Program targets all residents of Fresno County with residential HHW to manage

The Door-To-Door (DTD) Program is designed to meet the special needs of the infirm, handicapped, aged, housebound and people unable to attend a Saturday drop-off event for religious reasons. The service is available to those cleaning out a residence due to a death. It may also be used by people moving more than six weeks before the next Drop-off event.

The Conditionally Exempt Small Quantity Generator Program (CESQG) allows the disposal of small amounts of non-residential HHW by businesses at preferred rates. This service is available the day before the Drop-off event and approximately twice a month through the DTD Program.

The Sharps (lancets and needles) Program provides free bio-hazard containers to those who medicate themselves at home and who are willing to bring the full container to a Drop-off event for disposal

County residents visiting information tables at popular local events

information on the various HHW programs, including providing additional suggestions and/or referrals for the safe management of HHW

COUNTY staff requiring information and training to carry out their duties efficiently and to enhance the quality of the programs and services provided by the COUNTY under the MOU

COUNTY's Responsibilities Plan and oversee HHW programming, including hiring/monitoring contractors, obtaining required permits, and making required reports

Advertising events and promoting proper HHW management

Providing a hotline, speakers, brochures, referrals and targeted mailings to CESQG customers

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Provide CITIES with data required, and assisting with preparation of, required reports

Major Work Product(s)

Two Drop-off events (approximately 1,200 residents each)

Two hundred DTD customers

Distribute 200 Sharps containers and collect 1,000 pounds of Sharps

Receive and process 2,000 hotline calls annually

Include HHW-related program information in Public Education and Outreach programming

Prepare/submit required reports to CIWMB/DTSC

CITIES' Responsibilities

Refer HHW-related questions to the hotline

Include HHW program information in city publications when appropriate

Set out COUNTY-provided literature on HHW

Complete and submit Form 303 (Part B for Jurisdictions) to DTSC

Provide contact information on potential CESQG clients

Provide COUNTY with contact information on potential program partners (e.g., local clinics/pharmacies)

Provide site for Drop-off Program on a rotating basis

Special Notes

This program will continue at least through spring 2009. It is anticipated that the regional, permanent HHW facility opening in Fall 2009 will mark the end of this service.

Budgeted Labor

\$ 42,395

**Budgeted Tools/
Supplies/Special
Services**

\$ 363,950

**Total Projected
Expenditures**

\$ 406,345

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Program Number: X04306

Program Name Permanent HHW Facility
PARIS Code(s) 9000-HH-PMF (See Special Notes below)

Program Description Development and/or operation of a regional permanent facility in Fresno County for the management of HHW

Target Audience All residents of Fresno County

COUNTY's Responsibilities Offer to provide input to the City of Fresno related to its the HHW program development process

Major Work Product(s)

- Negotiate lease with owner of proposed site
- Assist site owner with successful completion of Conditional Use and State Facilities permits applications and approvals
- Contract with Consultant to develop and operate the Facility
- Oversee budgeting/expenditure of funds (grant and AB 939 Surcharge revenues) for Facility development
- Comply with all HHW Grant requirements (approval, payment and reporting of expenditures)

CITIES' Responsibilities Periodically consider the COUNTY's recommendations related to the HHW facility development process and then vote on how to proceed

Special Notes

Annual report credit not available until such time as the COUNTY/CITIES have made a substantive contribution of time/resources to this project
Current activities and expenditures are anticipated to be primarily administrative tasks paid for with "cash on hand" set aside for this purpose. Actual development of the Facility, the use of Grant funds and the full impact of the AB 939 Surcharge increase are not anticipated to occur until FY 2009-2010

Budgeted Labor \$ 32,527

**Budgeted Tools/
Supplies/Special
Services** \$ 121,443

**Total Projected
Expenditures** \$ 153,970

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Program Number: X04307

Program Name **Training & Staff Development**

PARIS Code(s)

Program Description Opportunities for COUNTY staff to acquire the information and training required to carry out their duties and to enhance the quality of the programs and services provided by the COUNTY under the MOU

Target Audience COUNTY staff members assisting with AB 939 MOU programming

COUNTY's

Responsibilities

Determine what training is needed by which staff members

Determine what training is available

Arranging for staff to participate in training.

Applying the training to MOU-related programs

Major Work

Product(s)

Funds and time have been budgeted for the following programs:
Workshops (3) on new regulations/programs related to MOU programs
Classes (3) to increase ability of staff to design, implement and/or evaluate MOU-related programs

CITIES'

Responsibilities

None

Special Notes

Travel, per diem, and the registration fee for the HHW Conference are eligible for reimbursement under the Used Oil Recycling Grant

Budgeted Labor

\$ 6,763

**Budgeted Tools/
Supplies/Special
Services**

\$ 400

**Total Projected
Expenditures**

\$ 7,163

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Program Number: X04307

Program Name Administration/Overhead

PARIS Code(s)

Program Description Staff time allocated to administrative duties such as timecards and budget monitoring. Overhead costs (e.g., insurance, data processing) to the Resources Division are charged through this account number.

Target Audience COUNTY staff members assisting with AB MOU programming

**COUNTY's
Responsibilities** Administrative duties such as preparing timecards, reporting of gifts and gratuities, conducting inventory, and preparing the Resources Division budget

Resources Division's share of overhead costs such as insurance, vehicle maintenance, security, computer equipment, computer-related services, telephone service and record storage

A list of specific items charged in these categories is provided in the Budget Details section of the AWP

**Major Work
Product(s)** A variety of administrative documents and tasks including:
Timecards/personnel-related items
Inventory
Budgets
Filing/paying bills/ordering supplies

**CITIES'
Responsibilities** None

Special Notes An overview of overhead charges is provided in the Budget Details section of the

Budgeted Labor \$ 3,400

**Budgeted Tools/
Supplies/Special
Services** \$ 40,674

**Total Projected
Expenditures** \$ 44,074

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Additional Programs

Please note the following programs with regional impact are currently provided by the COUNTY or are under development. While they are not /will not be funded by Surcharge Revenues, they may provide your jurisdiction with Annual Report "credit." The COUNTY will provide an annual update on each program, including a summary statement appropriate for inclusion in your Annual Report.

Program Name	Public Refuse Recycling Station
PARIS Code(s)	6000-PI-PLB/6010-PI-EIN/7010-FR-LAN/4040-SP-SCM/4050-SP-WDW
Program Description	Operation of a Self-hauler Facility/Program at American Avenue Disposal Site
Target Audience	Self-haul customers with glass, metal, clean green waste, wood waste and paper
Funding Source	Disposal site tipping fees, and if available, revenues from the sale of the material collected
Status	On-going
Program Name	Special Wastes: White Goods
PARIS Code(s)	4030-SP-WHG
Program Description	Accept appliances for Freon removal and recycling as scrap metal
Target Audience	All residents of Fresno County
Funding Source	Disposal site tipping fees; may be a user fee
Status	On-going; adjustments being made in response to AB 2277 (Major Appliance Recycling Act)
Program Name	Special Wastes: Tires
PARIS Code(s)	4020-SP-Tires
Program Description	Accept whole tires for recycling by outside contractor
Target Audience	All residents of Fresno County
Funding Source	Disposal site tipping fees
Status	Currently accepts whole tires for a fee Applied for Tire Amnesty Grant: Spring 2008
Program Name	Recycling Directory
PARIS Code(s)	5010-ED-PRN
Program Description	Preparation/maintenance/distribution of contact information for recycling options Countywide
Target Audience	All residents of Fresno County
Funding Source	Disposal site tipping fees
Status	On-going

**Annual Work Plan (AWP)
Proposed Programs and Expenditures
BY 2008-2009**

Program Name Landfill Tours
PARIS Code(s) 5020-ED-OUT
Program Description Provide tours of landfill, including public education on recycling options available locally
Target Audience Business affinity groups, service organizations, students
Funding Source Disposal site tipping fees
Status On-going

Program Name Biomass Plant Data Collection/Reporting
PARIS Code(s) 8010-TR-WTE
Program Description Developing a system/program for the collection of origin data from biomass plants
Target Audience Jurisdictions trying to capture credit for local organic material going to biomass plants
Funding Source Revenues from the \$.50 Solid Waste Surcharge
Status Develop plan in FY 2009-10

Program Name Business Waste Assessments
PARIS Code(s) 5020-ED-OUT
Program Description Review flow of materials into/out of a business; identify options for reducing expenditures (e.g., supplies, raw materials, disposal costs)/increasing recycling/increasing use of recycled-content products
Target Audience Businesses in unincorporated areas of the COUNTY/ landfill's largest self-hauler customers/upon request, businesses located within CITIES
Funding Source Revenues from the \$.50 Solid Waste Surcharge
Status On-going

December 2, 2008

Council Adoption: 12/2/08
Mayor Approval:
Mayor Veto:
Override Request:

TO: MAYOR ALAN AUTRY

RECEIVED

FROM: REBECCA E. KLISCH, CMC
City Clerk

rek
2008 DEC -3 PM 3:17
CITY CLERK, FRESNO CA

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 12/2/08, Council took legislative action entitled **Appv/authorize Successor AB 939 MOU btwn County of Fresno and City, Successor to County Agrmnt No. 04-245, for coordination/mgmnt of Household Hazardous Wastes, Item No. 11**, by the following vote:

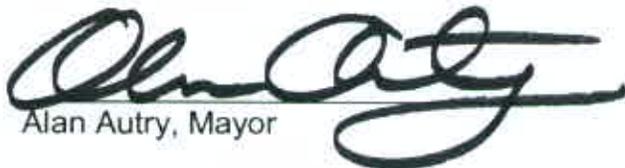
Ayes	:	Calhoun, Caprioglio, Dages, Perea, Xiong
Noes	:	Duncan, Sterling
Absent	:	None
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before December 15, 2008. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED:

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)


Alan Autry, Mayor

Date: 12/3/08

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes	:
Noes	:
Absent	:
Abstain	: