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Agreement No. 026-A-09/10-BOS Between the County of El Dorado and NewPoint Group Management Consultants

THIS AGREEMENT NO. 026-A-09/10-BOS made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and NewPoint Group Management Consultants, whose principal place of business is 2555 Third Street, Suite 215, Sacramento, California 95818 (hereinafter referred to as "Consultant").

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide an approach and methodology for the development of a Countywide Solid Waste Management Plan, as needed by County; and

WHEREAS, Consultant has represented to County that it is experienced and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services are in conformity with and all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of such services provided by Consultant are in the public's best interest, are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant shall perform all professional and technical services and shall make available Consultants own personnel, materials and equipment necessary to perform the services, work, and tasks designated as outlined in Exhibit "A" marked "Scope of Work" incorporated herein and made by reference a part hereof (hereafter the "Work").

ARTICLE II

Standards for Work: Consultant will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality and under similar conditions. No other representation, express or implied, is included or intended in this agreement, or in any report, opinion, document, or other instrument of service.

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on June 30, 2011. No work under this Contract shall begin until a written "Notice to Proceed" is issued by the County.

ARTICLE IV

Compensation for Services:

- A. For services provided herein, County agrees to pay Consultant monthly upon receipt of itemized invoice(s) detailing a description of work performed (identifying number of hours worked, individuals' name and position) on a time basis. Payments shall be made within forty-five (45) days following County's receipt and approval of invoices. For the purposes hereof, the billing rate shall be in accordance with Exhibit "B" marked "Billing Rate Information" attached hereto and incorporated herein.
- B. The total payment under this Agreement to Consultant **SHALL NOT EXCEED One Hundred Ninety One Thousand Dollars and 00/100 (\$191,000).**

Consultant Reporting: Reports on Services rendered by Consultant shall be submitted to County in the format, and under the conditions, outlined in the "Work."

ARTICLE VI

Deliverables: Deliverables will coincide with Article I. Failure to submit requested deliverables shall be grounds for termination of the Agreement, as provided in Article XIII. This shall not preclude the County from pursuing damages in the event of a breach of this Article.

ARTICLE VII

Ownership of Data: Upon completion or earlier termination of all Work under this Agreement, ownership and title to all reports, documents, plans, (including digitized plans) specifications and estimates produced as part of this Agreement will automatically be vested in the County and no further Agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process. Any reuse of such materials shall be done at the sole risk of the County.

ARTICLE VIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in the Consultant's Administrator or sub consultants without prior written approval by the County's Administrator.

ARTICLE IX

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this

Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE X

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of their personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XI

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and sub consultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the Work under this Agreement in a safe, professional, skillful and a workmanlike manner and shall be liable for its own negligence and negligent acts of its employees and sub consultants. County shall have no right of control over the manner in which Work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or it's employees or sub consultants.

ARTICLE XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the

party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time of to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for Agreement resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the Work by Agreement or by any other means.

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered. Notices to County shall be in duplicate and addressed as follows:

County of El Dorado
Environmental Management Department
Attention: Greg Stanton, Deputy Director
2850 Fairlane Ct.
Placerville, CA 95667
or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

NewPoint Group Management Consultants
2555 Third Street, Suite 215
Sacramento, CA 95818

ARTICLE XV

Indemnity: With respect to the services provided pursuant to this agreement, to the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the COUNTY and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XVI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined a single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) **is not** required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through a partial or total self-insurance likewise acceptable to the Risk Management Division.

- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of a term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no Work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such events.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insurance coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additionally insured, but only insofar as the operations under this Agreement is concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retention must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultants' obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. Certificates of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other Agreement connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XIX

Withholding (Form 730): In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made under terms of this Agreement if Consultant falls under "Contract-Employee" category as determined by County prior to execution of Agreement.

ARTICLE XX

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during the term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Tax Payer Identification Number (Form W-9): All independent Consultants or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, Environmental Management Department Deputy Director, or his successor.

ARTICLE XXIV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXV

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXVII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultants staff, employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Environmental Management Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

ARTICLE XXVIII

Entire Agreement: This document and the documents referred to herein or exhibit(s) hereto is the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

ARTICLE XXIV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070

REQUESTING DEPARTMENT CONCURRENCE:


By: Gerri Silva
Gerri Silva, M.S., REHS
Director Environmental Management Department

Dated: May 17, 2010

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last below written.

- - COUNTY OF EL DORADO - -

Dated: 5-25-10

By: 
Vice Chairman Raymond J. Nutting
Board of Supervisors

ATTEST:

Dated: 5-25-10

By: 
Suzanne Allen de Sanchez, Clerk of the
Board of Supervisors

- - CONSULTANT - -

Dated: 5/12/2010

By: 
NewPoint Group Management Consultants
2555 Third Street, Suite 215
Sacramento, CA 95818

EXHIBIT "A"

Scope of Work

SCOPE OF WORK

This Scope of Work is to develop a comprehensive Countywide Solid Waste Management Plan (SWMP) for the County of El Dorado. The purpose of this SWMP is to provide the County with both a short-term and long range strategic "roadmap" to use in planning for a potential coordinated countywide solid waste agency (e.g. Joint Powers Authority), facility development, franchise negotiations, programs and services, waste flow management (in-County and out-of-County), and waste stream diversion. The SWMP will be complementary to the Integrated Waste Management Plan, and focus on areas that were not previously developed, and/or that now, fourteen years later, require development.

In developing this SWMP, the key areas that shall be focused on are as follows:

A. Project Management

1. Perform Project Management

- a. Meet with the Environmental Management Department (EMD) project management team to review work plan, clarify project goals and objectives, and agree on guidelines and timing
- b. Monitor project progress
- c. Conduct periodic status update meetings (via telephone or in person) with the EMD project management team

B. Project Metrics

1. Develop Profile of Current Solid Waste Management System.

- a. Obtain and review baseline solid waste data provided by the County and franchised companies (tonnages, material types, material flows)
- b. Obtain and review County solid waste management characteristics, policies, ordinances, franchise areas, franchises, and maps
- c. Determine from the County current refuse, recycling, and yard waste services and service levels (for residential and commercial services)
- d. Obtain and review from the County current facility capabilities, throughputs, diversion levels and maximum diversion potential; self haul rates; and permitted capacities (e.g., at the Western El Dorado Recovery Systems (WERS) Transfer Station/Materials Recovery Facility, the current South Tahoe Refuse (STR) Transfer Station MRF, and the in-process STR East Slope Resource Recovery Facility)

2. Develop Population and Waste Generation Projections Through 2030.

- a. Obtain and review population projection data for El Dorado County from the County (including each jurisdiction within the County) from the California Department of Finance, Demographic Research Unit
- b. Obtain and review population projection options (including population densities) for El Dorado County for 2020, and 2030, provided by the County
- c. Obtain and review ten (10)-year forecasts for County solid waste generation and composition, utilizing population data, waste generation data from Task B, and expected improvements in recycling and waste reduction (data provided by County)
- d. Obtain and review twenty (20)-year forecasts for County solid waste generation and composition, utilizing population data, waste generation data from Task B, and expected improvements in recycling and waste reduction (data provided by County)

C. Solid Waste Management Vision

1. Develop Vision for a County Solid Waste Management System

- a. Assist the County to identify County short and long range goals for future County solid waste system (e.g., transfer stations, material recovery facilities (MRFs), landfills, compost facilities, drop boxes, in-County facilities, out-of-County facilities, franchised areas)
- b. Assist County to identify short and long-range refuse, recycling, and yard waste services and service levels (including proposed new programs and services), by County area
- c. Assist County to identify short and long-range opportunities for service level, and potential rate, and rate structure, normalizations across County areas
- d. Assist County to identify short and long-range County system-wide diversion goals
- e. Identify gaps in facilities based on current, and projected, waste generation
- f. Assist County to develop a "strawman" short range facilities and programs vision through 2030, to be modified and finalized, as appropriate, over the course of the project
- g. Circulate the "strawman" document for comment by the EMD and Solid Waste Working Committee

D. West Slope Joint Powers Authority

1. Conduct an Analysis of a Proposed West Slope Joint Powers Authority (JPA)

- a. Identify and analyze organizational alternatives and issues for a West Slope JPA
 - b. Identify and analyze pros and cons, including benefits and limitations, of a West Slope JPA related to:
 - Overlapping jurisdictional issues
 - Solid waste processing and final disposal
 - Complying with State mandated solid waste reduction and diversion
 - Directing material flow from multiple jurisdictions to a single facility
 - Negotiating more favorable facility operating and disposal agreements
 - c. Identify potential costs, and savings, associated with implementing a West Slope JPA
2. Prepare a Conceptual Template for a West Slope Joint Powers Authority
 - a. Summarize the basic structure of a West Slope JPA
 - b. Identify general roles and responsibilities of the JPA, and member, agencies
 - c. Identify implementation steps for a West Slope JPA
- E. Solid Waste Facilities and Alternatives
1. Evaluate Development of Clean Versus Dirty MRF Alternatives for the West Slope.
 - a. Identify and analyze the potential pros, and cons, of utilizing a clean or dirty MRF on the West Slope (e.g., in areas such as community support, customer behavior change requirements, collection equipment requirements, MRF equipment requirements, MRF processing and handling requirements, recovered materials quality, recovered materials quantity, diversion impacts, and recycled materials sales)
 - b. Determine implications of clean versus dirty MRF on residential and commercial customer service levels (trucks and equipment, and carts)
 - c. Prepare recommendations for development of a clean or dirty MRF, based on analyses
 2. Evaluate Present and Future MRF Requirements for the West Slope
 - a. Estimate present, and future, MRF material throughput, and capacity requirements (in tons), for the West Slope
 - b. Estimate future MRF capacity problems with current West Slope system (e.g., smaller site footprint at the Western El Dorado Recovery Systems (WERS) facility, restricted self-haul traffic flow/logistics,

- c. Estimate impacts to future MRF requirements from non-County area tonnages (e.g., from cities and sanitary districts)
 - d. Identify general logistics for future MRF (including County populations served, self-haul traffic levels, transportation queuing and access, and facility acreages)
3. Identify a Preferred General Location for a West Slope MRF
- a. Identify existing locations of waste generation volumes and key areas for future growth
 - b. Leverage prior efforts by the County to identify a preferred MRF alternative location (i.e., prior studies, Board consideration, and CEQA efforts)
 - c. Identify key site selection criteria, including overall circulation and access, acreage, land uses, site footprint, population densities, and “NIMBY” concerns
 - d. Identify overlap and/or consistency with other West Slope solid waste facilities and franchise boundaries
 - e. Develop a broad economic analysis of alternative West Slope MRF locations
 - f. Compare preferred MRF alternative locations with current West Slope MRF location
 - g. Develop rationale for preferred general location based on site selection criteria
4. Evaluate County Ownership Structures for Future Solid Waste Facilities.
- a. Identify and describe ownership structure alternatives, including full County ownership, partial County ownership, and no County ownership
 - b. Identify pros, and cons, of each ownership/control alternative, including risks to the County (pros might include long-term facility and operations stability, one-time payment for facility and equipment costs, low cost land or use of existing County sites, and potentially beneficial operating contracts. Cons might include less facility flexibility and potential liability risks)
 - c. Identify potential costs and benefits of each alternative, including process requirements, ratepayer impacts, quality of service impacts, service level impacts, system cost impacts, and logistical impacts
 - d. Prepare recommendations on County ownership structures for future solid waste facilities
5. Evaluate Self-Haul Practices and Implications for Facilities.

- a. Obtain and analyze data on self-haul practices in the County (areas, customer usage levels, tonnages, material types, and mandatory collection)
 - b. Analyze pros and cons of self-haul and implications related to illegal disposal, both current, and future
 - c. Develop recommendations related to self-haul practices in the County
6. Evaluate Potential Utilization of the Union Mine Disposal Site
- a. Review historical documents concerning the current permit status of the site, geotechnical conditions, existing site systems, permitted capacity, and potential environmental impacts
 - b. Identify remaining useful life of Union Mine disposal site in current configuration
 - c. Determine potential expansion capabilities for Union Mine disposal site, and associated costs
 - d. Identify facility improvement requirements for Union Mine disposal site (including access and road improvements), and associated costs (under current configuration and expanded configuration)
 - e. Assess potential use of Union Mine disposal site for franchised haulers and/or self-haul customers
 - f. Assess impacts of reopening Union Mine disposal site on other current uses of site (e.g., water treatment plant and shooting range)
 - g. Compare economics of using Union Mine disposal site with alternative long-haul disposal options
7. Evaluate Sustainable Yard Waste Management Alternatives
- a. Document current yard waste management practices, including residential burning (e.g., inconsistent yard waste collection practices, and potential influence by future State of California air quality regulations)
 - b. Research comparative yard waste burning policies and practices (e.g., home composting, community composting, composting infrastructure, and community digesters)
 - c. Assess impacts of yard waste practices on yard waste collection programs (curbside collection, regional or rural drop-off facilities, or separation at the MRF) and the County's non-mandatory collection system
 - d. Assess future yard waste facility requirements with, and without, yard waste burning

- e. Develop recommendations on sustainable yard waste policies and facilities
8. Evaluate Alternative Technologies for Disposal and Diversion
- a. Evaluate waste-to-energy (WTE) alternatives, challenges and economics
 - b. Evaluate conversion technology alternatives, challenges, and economics, including but not limited to gasification, composting, anaerobic digestion, and plasma gasification
- F. Solid Waste Policies and Programs
1. Identify Potential New Recycling, Composting, and Waste Reduction Programs
- a. Assist the County to develop policy and program goals related to diversion programs
 - b. Conduct research on potential recycling, composting, and waste reduction programs in other similar jurisdictions
 - c. Identify priority program areas for increased diversion potential (e.g., three-cart residential collection systems in selected areas, commercial recycling, multi-family recycling, construction and demolition, and composting)
 - d. Estimate pros, cons, and diversion potential of promising new recycling, composting, and waste reduction programs
 - e. Recommend new recycling, composting, and waste reduction programs
- G. Short Range Solid Waste Recommendations and Implementation
1. Identify Solid Waste Management Short Range Goals
- a. Prepare draft Short Range goals, incorporating results of the analyses conducted during the Immediate Planning Phase
 - b. Present Draft Short Range goals to the EMD project team for review
 - c. Obtain comments on the Short Range goals
 - d. Revise Draft Short Range goals, based on comments
2. Evaluate Implications of Short Range Goals on Existing and Future Franchise Agreements
- a. Identify shortfalls between existing franchise agreements and service levels proposed in the Short Range goals
 - b. Identify implications of Draft Solid Waste Management Short Range goals on rates, need for new services, and franchise agreement terms

- c. Identify and analyze alternative approaches to align Draft Solid Waste Management Short Range goals and existing and future franchise agreements, including franchise agreement extensions, new franchise agreements, or County operation of programs
 - d. Prepare recommendations related to existing and future franchise agreements
3. Develop Implementation Timing for the Short Range Goals
- a. Assist the County in prioritizing actions identified in the Solid Waste Short Range goals
 - b. Develop a timeline for implementing short range goals
 - c. Identify step-by-step tasks required to implement high priority short range goals
 - d. Identify tasks required to implement lower priority short range goals
- H. Long Range Solid Waste Management Planning
- Solid Waste Facilities and Alternatives
1. Evaluate the Need for Small Volume Transfer Stations on the West Slope
- a. Estimate future material throughput, generation locations, and capacity requirements (in tons) for the West Slope
 - b. Estimate future tonnage and geographic gaps in current and Short Range Plan West Slope systems
 - c. Identify potential locations, and siting issues, for small volume transfer stations on the West Slope (e.g., Georgetown/Divide area)
 - d. Identify general logistics for future small volume transfer stations for the West Slope (including County populations serviced, geographic regions served, traffic levels, transportation cueing and access, and facility acreages)
 - e. Assess impacts of potential new West Slope small volume transfer stations on illegal dumping
 - f. Determine potential to incorporate diversion programs at West Slope small volume transfer stations
- I. Solid Waste Policies and Programs
1. Evaluate New Program Alternatives to Maximize Diversion Opportunities
- a. Identify potential program alternatives, including but not limited to:
 - Commercial organics collection and processing
 - Food waste collection (multi-family, residential, commercial)
 - Expanded multi-family recycling
 - Expanded education and outreach

- Improved measurement and monitoring
(using new CIWMB pounds, per day, per person reporting criteria)
 - Incentive programs for businesses
 - Home composting
 - Construction and demolition debris box ordinances
- b. Evaluate pros, and cons, of alternatives for El Dorado County
 - c. Prepare recommendations and implementation steps for selected new program alternatives

J. Solid Waste Recommendations and Implementation Plan

1. Prepare Draft and Final Solid Waste Management Plan

- a. Prepare a draft outline for the Solid Waste Management Plan
- b. Prepare a Draft Solid Waste Management Plan, incorporating results of the previous analyses
- c. Present the Draft Solid Waste Management Plan to the EMD project team for review
- d. Obtain comments on the Draft Plan from the EMD and Solid Waste Working Committee
- e. Circulate Draft Plan for a 45-day public comment period
- f. Respond to public comments, as needed
- g. Revise Draft Solid Waste Management Plan, based on comments
- h. Participate in a County Board Meeting to assist the EMD in presenting the Solid Waste Management Plan to the Board of Supervisors
- i. Prepare a Final Solid Waste Management Plan, including both Short and Long-Range strategies

2. Evaluate Implications of Plan for Existing and Future Franchise Agreements

- a. Identify shortfalls between existing franchise agreements and service levels proposed in the Solid Waste Management Plan
- b. Identify implications of Solid Waste Management Plan on rates, need for new services, and franchise agreement terms
- c. Identify and analyze alternative approaches to align the Solid Waste Management Plan and existing and future franchise agreements, including franchise agreement extensions, new franchise agreements, or County operation of programs
- d. Prepare recommendations related to existing and future franchise agreements

3. Develop an Implementation Strategy for the Solid Waste Management Plan's Goals
 - a. Assist the County in prioritizing actions identified in the Solid Waste Management Plan
 - b. Develop a timeline for implementing long range goals
 - c. Identify step-by-step tasks required to implement high priority long range goals
 - d. Identify general tasks required to implement low priority goals

Schedule for Completion of Project Phases

Phase Letter	Approximate Completion Date*
B, C	October 31, 2010
D, E, F, G	November 30, 2010
H, I	December 29, 2010
J (Draft Plan)	February 28, 2011

*A portion of phase A (Project Management) will be spread over each phase.

The Final Solid Waste Management Plan (Final Plan) will include specific strategies and/or recommendations for the County to use and implement for its solid waste management planning purposes. The Final Plan will be a formal bound report with charts, graphs, and tables. This plan will include both short and long-term planning components which the County will take ownership of and update, over time, as circumstances change.

**Final Product	Approximate Completion Date
Solid Waste Management Plan	April 29, 2011

** Ten (10) bound copies of the Final Solid Waste Management Plan and one (1) electronic copy.

EXHIBIT "B"

Billing Rate Information

**EL DORADO COUNTY
DEVELOPMENT OF COUNTYWIDE SOLID WASTE MANAGEMENT PLAN**

HOURLY RATES

NewPoint Group

Director	\$113.00
Principal/Senior Associate	\$105.00
Associate	\$75.00

Bryan A. Stirrat & Associate

Principal	\$195.00
Division Engineer	\$184.00
Staff Engineer/Regulatory Compliance Specialist	\$103.00