

**Attachment 3:
Joint Exercise of Powers Agreement for the Sonoma
County Waste Management Agency, Including
Amendments**

AGREEMENT
BETWEEN
THE CITIES OF SONOMA COUNTY
AND
SONOMA COUNTY
FOR A
JOINT POWERS AGENCY
TO DEAL WITH WASTE MANAGEMENT ISSUES
(Wood Waste, Yard Waste,
Household Hazardous Waste, and Public Education)

(Exhibits Attached)

REVISION DATE: 2-11-92

FILE COPY

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AGREEMENT

This is an Agreement between the Cities of the County of Sonoma and Sonoma County to create a Joint Powers Agency (referred to as "Agency") consisting of the Cities and County of Sonoma to deal with waste management issues such as wood waste, yard waste, household hazardous waste, and public education.

This Agreement is made upon the date last signed below between the various cities of Sonoma County who are signators to this Agreement (referred to as "Cities") and Sonoma County (referred to as "County"), all of which are collectively referred to as "Participants."

RECITALS

This Agreement is predicated on the following facts:

A. Increases in the populations of Participants and changes in the requirements for waste treatment and disposal have created an urgent need for new and innovative approaches in the treatment and disposal of waste generated within the boundaries of Participants.

B. A mutually cooperative Joint Powers Agreement will protect the health and safety of the citizens, preserve and enhance their environment, and provide for recycling, diversion, and disposal of waste generated within Participants;

C. The California Integrated Waste Management Act of 1989 (AB939), among other things, requires Participants to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve their diversion goals. Following this principle, it is the intent of Participants to cooperate with each other as reflected in this Agreement so as to carry out, in an efficient manner, these objectives.

D. Participants have agreed on a Joint Powers Agency to deal with wood, yard, and household hazardous waste issues and public education in the manner set forth in this Agreement. Participants will continue to discuss other waste management issues and endeavor to reach agreement on those issues after which this Agreement will be amended by mutual written consent.

E. At the present time, Sonoma County anticipates the adoption of an ordinance restricting or prohibiting the disposal of yard waste and wood waste at the Central Landfill Site due to the fact that alternative technologies are available other than disposal at the Central Landfill. In addition, pursuant to AB939, 25% of the waste stream must be diverted by 1995. This Joint Powers Agreement will assist in that effort.

JOINT POWERS AGREEMENT

NOW, THEREFORE, Participants agree as follows:

Section 1. Definitions

Agency. The Joint Powers Agency created by this Agreement consisting of Cities and County.

City. The various cities of Sonoma County whose signatures appear at the end of this Agreement.

County. Sonoma County.

Household Hazardous Waste. As defined by the California Integrated Waste Management Board.

Licensed Hauler. "Licensed Hauler" means any organization licensed to haul refuse by a Participant.

Participants. The Cities and County of Sonoma who are participating in this Agreement.

Products. Products mean the products including compost of the wood waste and yard waste Treatment System.

Treatment System. The system used to process yard and wood waste.

Wood Waste. "Wood waste" means solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, process or storage of raw wood materials, or construction and demolition activities.

Yard Waste. "Yard waste" means any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, pruning, brush, and weeds.

Section 2. Purpose of Agreement

The purpose of this Agreement is to create Agency and to describe the terms and provisions by which Agency will deal with four (4) programs - namely, (1) household hazardous waste and (2) wood waste and (3) yard waste that otherwise would go to the Central Landfill. Agency shall also have a (4) public education function. Each Participant executing this Agreement may elect to participate in any or all of the Agency programs. From time to time, Participants may agree, in writing, to additional duties and responsibilities and programs beyond those set forth in this Agreement.

Section 3. Covenant of Cooperation in Waste Program

Participants do hereby covenant with each other to take all reasonable actions for orderly treatment of household hazardous, wood, and yard waste under the terms of this Agreement and to comply with all reasonable requirements of Federal and State Entities having jurisdiction over the

processing and treatment of household hazardous, wood, and yard waste. Participants also hereby covenant with each other to take all reasonable actions to avoid duplication or conflict of efforts in any waste program undertaken by the Agency.

Section 4. Composition of Joint Powers Agency

The Joint Powers Agency created by this Agreement shall have one member from Sonoma County and one member from each City that joins the Agency (each of whom shall be an elected Councilmember, County Supervisor or appointee). Any city may, at its option, elect to join the Agency and have one (1) vote. An appointee shall be an employee of the city or county making the appointment. Each member shall have one vote. A quorum shall consist of one-half or more of the members. The majority vote of a quorum is sufficient for action. Provided, however, a unanimous vote of the total membership (i.e., all members must approve) shall be required for action on (1) major program expansion(s) or (2) capital expenditures greater than \$50,000, or (3) adoption of annual budgets. A "major program expansion" means any program or plan for anything beyond yard and wood waste, household hazardous waste, and public education.

The members of the Agency shall hold their first meeting within forty-five (45) days after execution of the Joint Powers Agreement by all Participants at which time it shall, in compliance with the Brown Act, establish a regular meeting date and take such other action as it deems appropriate to organize itself for the orderly conduct of business. The JPA will contract with Sonoma County for staff services with the Recycling, Marketing, and Integrated Solid Waste Manager.

Section 5. County to Provide Sites at Central Landfill

Provided that all regulatory requirements of Federal and State agencies are first met, the County agrees to provide, free of charge as a subsidy, sites at its Central Landfill Site for the purpose of household hazardous waste collection and storage and for a wood and yard waste Treatment System. After first consulting with the Agency, the County shall provide such sites as County finds reasonably suited and located for the needs of the Agency. A map together with the conditions of use shall be drawn delineating the boundaries of the two sites; the boundaries may be amended by mutual agreement between the Agency and the County in order to meet future needs. Should operations cease on either or both of the existing sites, then Agency shall have no further right to use the existing site(s) where use has ceased. If Agency ceases to use either or both site(s), Agency, at its expense, will remove all wastes and Products so that the site(s) is returned to County in a completely clean condition. Agency, at its expense, shall perform such monitoring tests as County's Public Works Director requests to examine the conditions at the site(s) and the areas around the site(s).

Such tests may occur during the term of this Agreement or afterward.

Section 6. County to Provide Site Improvements

The County, using tipping fee revenue, will provide reasonable site improvements.

Section 7. Agency to Arrange for Operator and Equipment

Agency will arrange for an operator with the necessary equipment to process yard waste and wood waste delivered to the site. In addition, Agency will arrange for a hazardous household waste operator to perform a collection, recycling and disposal services for Participants electing to participate. Wood and yard waste will be accepted from all sources within Sonoma County; household hazardous waste will be accepted only from licensed haulers and other entities approved by Agency and from members of the public that are residents of a Participant of the Agency. Small quantity generator hazardous waste (as defined by California Legislation or by the Agency with the unanimous concurrence of each Participant) will be included but will be entirely financed by the business using the service. A special fee and method and hours of operation will be established by the Agency for this service.

Section 8. Household Hazardous Waste Acceptance Area

Household hazardous waste will be received from the residents of Participants in a receiving area at the facility. The public will be met by trained personnel who will inspect the delivered waste and determine whether they are acceptable household hazardous wastes. If unidentified (unlabeled) waste are found the delivery person will be requested to provide information to assist in determining the type of material. Times and dates for acceptance of household hazardous waste from Public will be determined by Agency.

The waste received will be sorted into materials that must be disposed of and those that can be reused. Those materials that must be disposed of will be prepared for transportation to disposal facilities. Those wastes received that can be reused will be inventoried for use, exchange, reuse or shipped to a recycling facility. Materials remaining in inventory for a period of time determined to be appropriate by Agency will be disposed of or handled as the Agency determines appropriate.

Section 9. Joint Powers Agency to Administer Treatment System and Household Hazardous Waste Storage and Disposal

The Agency shall administer and execute the Agreement and do all acts necessary for the exercise of said common power for that purpose.

The Agency shall administer, operate, manage, and control the Treatment System and the household (and any other) hazardous waste storage and disposal system in an efficient and economical manner and maintain and preserve them in good repair and working order, all in accordance with sound engineering practices. Agency shall treat and dispose of all wood and yard waste received and shall collect, recycle, store, and dispose all household (and any other) hazardous waste received under the terms of this Agreement in such manner as to comply with all applicable laws, rules and regulations.

Section 10. Financing - Household Hazardous Waste Storage and Disposal

The cost of startup, maintenance and operation may be paid by the tipping fee process with special cost center established for Household Hazardous Waste and hazardous small quantity generator business waste. County will provide financing to construct and operate the facility by collecting a tonnage tipping fee on all refuse entering the Landfill. The hazardous business waste program, if JPA establishes program, will set a fee schedule to cover all costs including capital startup, operating, maintenance, and disposal fees.

Section 11. Role of Participants in Collection of Wood, and Yard Waste

Each Participant shall cause wood waste and yard waste generated within its jurisdiction (that could not be diverted otherwise) to go to the Central Landfill to be delivered to the Treatment System and shall take such actions as are appropriate and necessary to accomplish that result. The Joint Powers Agency shall establish standards for the quality of yard and wood waste acceptable for delivery to the Treatment System and may also approve diversions of wood waste and yard waste to alternative treatment systems.

If and when wood and yard waste is treated in the Treatment System and results in useable products (hereinafter referred to as "Products"), then Agency shall have the right to dispose of the Products as it sees fit and in accordance with any contract(s) it may have with an Operator.

Agency shall separately account for all costs of handling and disposing yard waste and wood waste so that the costs of each are known.

Section 12. Request for Proposals for Composting, Wood Waste, Tree Stumps and Yard Waste

In the mutual interest of all Participants a Request for Proposals for Composting Wood Waste, Tree Stump and Yard Waste Program at the Central Landfill has been prepared for distribution to potential proposers. This RFP is in accordance

with the requirement that the Agency arrange for Operation and Equipment in Section 7. The proposals received will be reviewed by a committee of Participants for recommendation to the full Agency membership. The general wording of the RFP is included in Exhibit "B."

Section 13. Financing - Yard and Wood Waste

The cost of startup, maintenance and operation will be paid through the tipping fee process with a special cost center established for each. County agrees to assist JPA in developing a financing program to construct treatment system and provide startup cash and to install weighing devices for yard and wood waste at Central Landfill to determine the amount of each Participant's use of the Treatment System. The County agrees to collect a tonnage tipping fee on refuse entering landfill sufficient to pay for all capital improvements and other startup costs of the wood waste and yard waste program. The Agency shall receive all revenues accruing in connection with the Treatment System, and then use them to defray operation and maintenance (O&M) expense of the wood or yard waste Treatment System.

Section 14. Joint Powers Agency Authority to Adopt Regulations

Participants agree that the primary purpose of this Agreement are to create an Agency to treat wood waste and yard waste and to collect, store, and dispose of household hazardous waste and to educate the public regarding waste issues. The Joint Powers Agency may, from time to time, adopt uniform rules and regulations to carry out these purposes.

Section 15. Commencement of Operation

After execution of this Agreement by the Participants, they shall cooperate with each other so that Agency can swiftly begin to carry out its mission.

Section 16. Estimation and Payment of O&M Cost.

For each fiscal year the Agency shall prepare separate O&M budgets for (1) household hazardous waste collection, storage, and disposal countywide program and (2) the yard waste Treatment System and (3) wood waste Treatment System and (4) the education program. These budgets, and any other budgets Agency may prepare, shall require the unanimous approval of the total membership of Agency Agreement.

The Agency shall set fees for the services it provides to any non-Participant, other entity, or person participating in any Agency program.

Section 17. Agency to Accept and Participants to Deliver Yard and Wood Waste

Agency agrees that during the term of this Agreement it will receive wood and yard waste from each of the Participants. Participants agree that during the term of this Agreement each Participant will deliver the Exhibit A wood and yard waste tonnage as a minimum. The Exhibit A tonnage is 25% of the wood and yard waste from each participant as identified in the 1991 Waste Characterization Study. If a participant is unable to deliver the established minimum tonnage they may deliver whatever amount they so choose but they will not have a vote in the operation of that particular item (either yard waste or wood waste). The Participants will cooperate with each other to maximize use of the System and to promote its use. If Agency is unable to dispose of the Products of the System to third parties, each Participant agrees to pick up, transport, and take back the remaining Products in proportion to the amounts delivered to the System. For example, if Agency is able to dispose of one-half of the Products to third parties and one City delivers one-fifth of the total amount of the wood and yard waste to the Treatment System, then that City agrees to pick up, transport, and take back one-tenth of the total amount of the Products produced by the System.

Section 18. Public Education -- Allocation of Costs

Agency shall develop a public education program in consultation with the Participants. The public education program shall be designed to maximize the utilization of the yard and wood waste Treatment System and the household hazardous waste facility. In addition, the Agency may develop educational programs designed to divert the maximum amount of materials from disposal at the Central Landfill site. The County agrees to collect a tonnage tipping fee on refuse entering landfill sufficient to pay all capital improvement costs and all operating costs of the program.

Section 19. Reimbursement of County Costs for Information System and Regulatory Compliance Costs.

County agrees to provide an information system capable of tracking each load of yard and wood waste. Agency agrees the County will be reimbursed from the Cost Center established in the enterprise landfill tipping fee account for reasonable costs of maintaining that information system in the amount determined by the County's Public Works Director.

Agency agrees to reimburse County for County's costs, as determined by its Public Works Director, incurred to form the Agency. Once formed, Agency agrees to reimburse County for all new or additional costs incurred by County as a result of the

activities of the Agency. Such costs include, but are not limited to, the following: (1) the cost of obtaining required permits from regulatory agencies and the cost of complying with the requirements and conditions of those permits; (2) cost of operating a storm water treatment facility, if needed to prevent excess nitrogen from entering the water from the compost. (3) any cleanup costs (including monitoring costs) incurred as a result of Agency activities for as long as required.

Section 20. Term of This Agreement

The term of this Agreement shall be for twenty-five (25) years. This Agreement shall take effect and begin on the date the Agreement is executed by the last Participant to execute the Agreement. This Agreement may be extended from year to year thereafter by mutual agreement of the Participants.

Should any city desire to withdraw from the JPA a ninety (90) day notice shall be submitted in writing to the Agency. A penalty as set by the JPA and adjusted from time to time to reflect the impact on the JPA shall be paid by the City to the Agency for the withdrawal.

Section 21. Records and Accounts

Agency will keep proper books and records including, but not limited to, types and quantities of wastes received from each jurisdiction which, upon written request, shall be subject to inspection by any duly authorized representative of Participants. Agency will cause the books and records to be kept, and audit to be made, in accordance with the statutory requirements for Joint Powers Agencies. The Agency will make quarterly reports of System operations and of all receipts to and disbursements from the Agency. One copy of the report shall be given to each Participant. The expense of these audits and reports and all recordkeeping and accounting costs shall be an operation and maintenance cost of the Joint Powers Agency.

Section 22. Liabilities and Limitations of Parties

Agency agrees to maintain and operate the Treatment System in a competent and diligent manner to the end that requirements set by the California Integrated Waste Management Board and any other agency having jurisdiction thereof are met. In the event of litigation concerning alleged failure to meet performance requirements, Participants and Agency shall cooperate in the defense. Agency shall assume liability for cost of litigation, settlement of claim, and of any penalty unless it is determined by a court of law, arbitration, or other legal process, that the alleged failure was caused by the negligence, malfeasance, or other culpable act(s) of another. Liabilities of Participants, due to their own acts or negligence prior to creation of Agency, will not be assumed by the Agency.

Agency agrees to indemnify Participants against all liability arising out of Agency's negligence.

Section 23. Insurance

The Agency shall maintain liability insurance so long as this Agreement is in effect and for at least one (1) year thereafter, which insurance shall name each of the Participants as an additional insured for any liability arising out of Agency's activities. The expense of such insurance shall be a proper operation and maintenance charge. This insurance shall provide coverage to an initial policy limit of two million dollars and shall be adjusted up or down as requested by the County Risk Manager at least once each year prior to JPA budget preparation. Provided that all Participants unanimously concur, Agency may elect to establish a self-insurance program.

Section 24. Severability

If any section, subsection, sentence, clause, phrase or word of this Agreement, or the application thereof, to either party, or to any other person or circumstance is for any reason held invalid, it shall be deemed severable and the validity of the remainder of the Agreement or the application of such provision to the other party, or to any other persons or circumstances shall not be effected thereby. Each party hereby declares that it would have entered into this Agreement and each section, subsection, sentence, clause, phrase and word thereof irrespective of the fact that one or more section, subsection, sentence, clause, phrase or word, or the application thereof to either party or any other person or circumstances be held invalid.

Section 25. Non-Tipping Fee Funding Sources

The Agency may apply for and receive funds or property or equipment from non-tipping fee sources such as, but not limited to, advance disposal fees, federal or state grant or loan programs, private contributions, and the like. Such funds, property, or equipment shall be used for any program properly authorized by Agency.

Section 26. Amendments to Agreement

This Agreement may be amended by a written amending Agreement signed by all Participants.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

Gayle Garbo
City Clerk

By James Pedgrift

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By *Tricia Lewis*

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

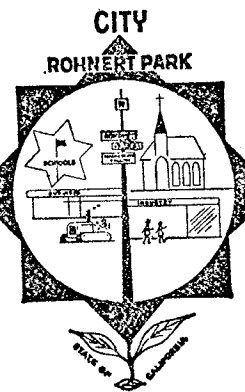
By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____



IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

Melvin K. Davis

City Clerk

By *Wesley J. Stewart*

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

Eleanor Berto

City Clerk

By *Laurence Murphy*

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

Michelle Winterbottom
City Clerk

[Signature]
By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

Christina Demma

City Clerk

By *John L. Schauer*

ATTESTED:

CITY OF COTATI

Sonnie Long
City Clerk

By *Bill Miller*

ATTESTED:

CITY OF HEALDSBURG

City Clerk

By _____

ATTESTED:

COUNTY OF SONOMA

County Clerk

By _____

ATTESTED:

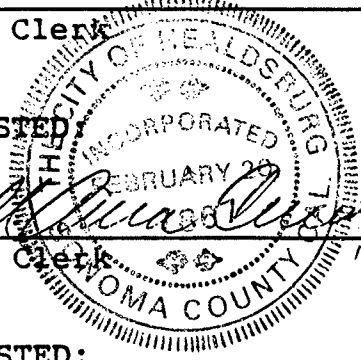
CITY OF COTATI

City Clerk

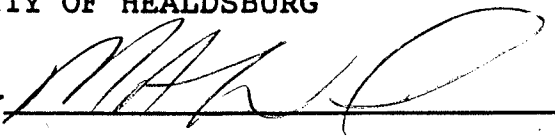
By _____

ATTESTED:

CITY OF HEALDSBURG



City Clerk

* By 

ATTESTED:

COUNTY OF SONOMA



County Clerk

By 

EXHIBIT A

Wood Waste

<u>Participant</u>	<u>Minimum Tonnage (25% of Waste Generation Study Data for each participant done by Emcon Assoc)</u>	<u>% of Tonnage</u>
Unincorporated County	12,083	53.52
Cloverdale	237	1.05
Cotati	232	1.03
Healdsburg	694	3.07
Petaluma	1,722	7.63
Rohnert Park	1,074	4.76
Santa Rosa	5,200	23.03
Sebastopol	658	2.91
Sonoma	<u>677</u>	<u>3.00</u>
	22,577	100%

Yard Waste

<u>Participant</u>	<u>Minimum Tonnage (25% of Waste Generation Study Data for each participant done by Emcon Assoc)</u>	<u>% of Tonnage</u>
Unincorporated County	7,529	37.49
Cloverdale	288	1.43
Cotati	464	2.31
Healdsburg	483	2.40
Petaluma	2,496	12.43
Rohnert Park	1,423	7.08
Santa Rosa	6,342	31.58
Sebastopol	623	3.10
Sonoma	<u>438</u>	<u>2.18</u>
	20,086	100%

EXHIBIT "B"

REQUEST FOR PROPOSALS FOR COMPOSTING, WOOD WASTE, AND YARD WASTE

The Cities of Sonoma County and the County of Sonoma have entered into a joint powers agreement to divert wood waste, yard waste, and tree stumps from the Sonoma County Central Landfill for more positive uses. In addition to saving valuable landfill space, the entities have the goal of gaining maximum recycling and diversion credits toward meeting the goals of AB 939. AB 939 requires that each city and county in California reduce their waste stream by 25% by 1995 and 50% by 2000 by recycling, reuse, diversion and source reduction.

Proposals are to be requested from interested parties to provide the full services necessary to divert the maximum amount of wood wastes, yard wastes, and tree stumps from the landfill and market the materials or products resulting from this diversion.

STRUCTURE OF AGREEMENT

The successful proposer will enter into an agreement with the Joint Powers Agency. The agreement will require the proposer to cooperate with and take direction from the County Public Works Director and his designees, including the Recycling, Marketing, and Solid Waste Manager. Additionally, the proposer must comply with all conditions of permits required for proposed activities.

SOURCE OF MATERIALS

Materials for the program will come from the following sources:

1. Four of the cities, Santa Rosa, Petaluma, Rohnert Park and Healdsburg, will provide yard waste material from a curbside pick up program. Residents will separate yard wastes into special containers which will be picked up by the franchise hauler for each city. This material will be delivered by the haulers to Central Landfill or other location specified by the successful proposer that meets with the Joint Powers Agency's (JPA's) approval and has the proper zoning and permits. The County is moving to secure permits that would allow wood chipping, yard waste shredding, and composting at the Central Landfill at 500 Mecham Road, Petaluma.

2. Self haul vehicles and debris boxes coming to the Central Landfill. At the Central Landfill a spotter will be on site to ensure that the yard wastes and wood wastes would be diverted from the waste stream and set aside for processing under this program. Specific location will be established for the materials which can be chipped or shredded on site or taken to another location for processing.

REUSABLE MATERIALS

The Central Landfill currently has a reuse yard for sale of reusable materials. The proposer will be required to set aside for resale reusable material received for processing. Reusable materials include dimensional lumber building materials, landscaping materials, furniture and other similar materials.

MARKETING AND END USE OF MATERIALS

Proposals shall include a plan for the marketing, sales and end use of the materials. Proposals shall include existing markets that proposer has for the various materials and plans for the marketing and sales of all the materials to be generated and produced by the program. Proposals shall include a plan to avoid or utilize wood containing hazardous materials such as creosote, CCA, pentachlorophenol, glues or other common potential contaminants. Since the end use of the product will affect AB 939, the marketing plan shall identify end use and the expected percentage and tonnage of AB 939 credit the cities and County will get under the proposal. Firm contracts for specific materials and viability of the purchaser of the materials will be identified.

INFORMATION AVAILABLE TO PROPOSERS

The cities and the County have available the Solid Waste Generation Study (SWGS) that was prepared by Emcon Associates to meet the requirements of AB 939. The SWGS contains information on yard waste and wood waste generated by each entity. This information is made available for purposes of scope of the project and is not a guarantee that these weights of materials will be available for the program. Weights and amounts of materials will be the subject of discussion with the proposer selected for negotiations. Proposals shall assume a minimum annual tonnage of 20,000 tons wood waste and 20,000 tons yard waste and shall be capable of expanding to three (3) times the minimum annual tonnage.

The County has available the number and size of tree stumps disposed of at the Central Landfill during a recent twelve-month period.

In addition to this information, the cities and County will make available other information that is requested that falls within the Public Records Act.

PROPOSAL EVALUATION

Proposals will be evaluated and from those proposals a number of the proposers will be selected for an interview by a committee. Each proposer selected for an interview will be given a proposed form of contract for approval which will be considered at the interview. Following the interviews, the committee will rate the proposals in order of recommendation for negotiation. After receiving authorization from the JPA, negotiations will be entered into with the number one rated firm. If negotiations are unsuccessful with the number one rated firm, negotiations will be entered into with the second rated firm and so on.

COPY

FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITIES OF SONOMA COUNTY AND SONOMA COUNTY
FOR A JOINT POWERS AGENCY TO DEAL WITH WASTE MANAGEMENT ISSUES

This First Amendment (the "Amendment"), dated as of January 24, 1996 is by and between the Cities of the County of Sonoma and the County of Sonoma. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, the Cities of the County of Sonoma and the County of Sonoma entered into that certain Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues ("Agreement"); and

WHEREAS, Section 40970 and following of the California Public Resources Code allows for jurisdictions to create regional agencies for the purpose of implementing, monitoring and reporting programs to meet the goals established by the Integrated Waste Management Act of 1989; and

WHEREAS, the Participants will realize savings in staff time and resources to meet the monitoring and reporting requirements of the Integrated Waste Management Act of 1989 if the Agreement is amended to form such a regional agency.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Section 1 of the Agreement (Definitions) is hereby revised to add the following new definitions:

"Act. The term "Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.) and all regulations adopted under that legislation and any amendments to that legislation and regulations."

"Regional Agency. The term "Regional Agency" means the designation of the Sonoma County Waste Management Agency as a "Regional Agency" by the California Integrated Waste Management Board in compliance with Section 40975 of the Public Resources Code."

2. The following new section shall be added to the end of the Agreement as follows:

"Section 27. Regional Agency

Formation of Regional Agency. The Participants hereby desire to use the structure of the Agency as a Regional Agency for purposes of Section 40971 of the Act. As a result, all Participants are hereby deemed to be member agencies of the Regional Agency.

Civil Penalties. The Agency shall research the cause for which civil penalties are being levied. Research may include, but is not limited to, any of the following: review of landfill disposal origin data, review of hauler origin data, performance of a solid waste disposal study, performance of a solid waste characterization study and/or performance of a solid waste diversion study. Agency shall coordinate with responsible Participant(s) of the Regional Agency and the California Integrated Waste Management Board to identify corrective steps that might be taken prior to assessment of penalties, if any. The Agency shall assign responsibility for payment of any civil penalties as follows:

- (a) that the Agency shall pay the entire of the penalty; or
- (b) that an individual Participant is responsible for the assessment of the civil penalty and that the entire penalty shall be therefore imposed upon that Participant for payment of the penalty; or
- (c) that multiple Participants, but not all Participants, are responsible for the assessment of the penalty and that the penalty shall be therefore allocated equally and imposed upon those responsible Participants.

Contingency Plan. Should the Regional Agency be dissolved for any reason, each Participant shall be responsible for complying with the requirements of the Act within their respective jurisdictional boundaries in accordance with the programs set out in the Regional Agency documents, such as Integrated Waste Management Plan Summary, Siting Element, and Annual Reports for the Source Reduction and Recycling Element and Household Hazardous Waste Element, as they apply to individual jurisdictions.

Participant's Duties and Responsibilities. Each Participant is responsible for implementing the programs set forth in Regional Agency documents as they apply to individual jurisdictions, and each Participant is responsible for meeting the diversion requirements of the Act within its jurisdictional boundaries.

Planning and Monitoring Documents. The Source Reduction and Recycling Elements, Household Hazardous Waste Elements, the Non-Disposal Facility Elements, and the Countywide Integrated Waste Management Plan Summary and Siting Element shall serve as the planning and monitoring documents for the Regional Agency until such time as they are replaced by regional planning documents. The County's document shall serve as the document for the City of Windsor. Henceforth, all necessary documentation shall be created by the Regional Agency."

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of Agency arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

Michele Winterboth

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

[Signature]

Agency Counsel

APPROVED AS TO SUBSTANCE:

[Signature]

Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

Bonnie Long

by *John A. Dell'Osso*

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]

Agency Counsel

[Signature]

Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

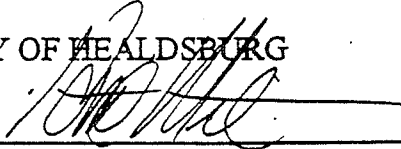
CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG



by 
Mayor

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

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CITY OF SEBASTOPOL

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CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

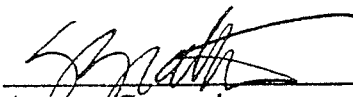
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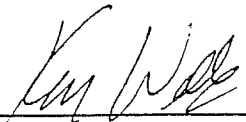
COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:


Agency Counsel


Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

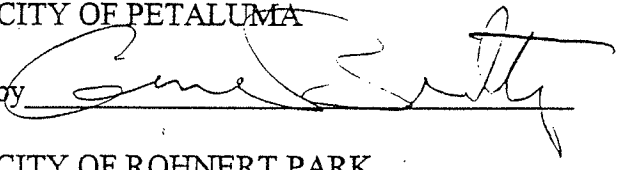
CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA


DEPUTY CITY CLERK


by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

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CITY OF WINDSOR

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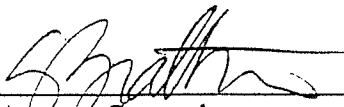
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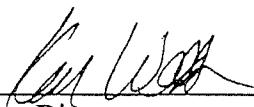
COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:


Agency Counsel


Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

Lorraine Roberts
Deputy City Clerk

by *David E. ...*

MAYOR
CITY OF SANTA ROSA

ATTESTED:

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
Agency Counsel

[Signature]
Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

Gayle Petersen, City Clerk

by [Signature]
MAYOR

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
Agency Counsel

[Signature]
Agency Director

APPROVED AS TO FORM
CITY ATTORNEY - SANTA ROSA

BY TLL
Assistant City Attorney

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

Shelie Fiori

by *Paul Sal* _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]

Agency Counsel

[Signature]

Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

Sharon Besto

by *Richard C. Jorf*

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
Agency Counsel

[Signature]
Agency Director

ATTESTED: CITY OF CLOVERDALE
by _____

ATTESTED: CITY OF COTATI
by _____

ATTESTED: CITY OF HEALDSBURG
by _____

ATTESTED: CITY OF PETALUMA
by _____

ATTESTED: CITY OF ROHNERT PARK
by _____

ATTESTED: CITY OF SANTA ROSA
by _____

ATTESTED: CITY OF SEBASTOPOL
by _____

ATTESTED: CITY OF SONOMA
by _____

ATTESTED: ~~CITY OF WINDSOR~~
by *Bert Williams*

ATTESTED: COUNTY OF SONOMA
by _____

APPROVED AS TO FORM:
J. Brath
Agency Counsel

APPROVED AS TO SUBSTANCE:
Ken Adams
Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

Eve T. Levesi

by Tony J. [Signature]

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
Agency Counsel

[Signature]
Agency Director

ORIGINAL

**SECOND AMENDMENT TO
AGREEMENT BETWEEN THE CITIES OF SONOMA COUNTY AND SONOMA
COUNTY FOR A JOINT POWERS AGENCY TO DEAL WITH WASTE
MANAGEMENT ISSUES**

THIS SECOND AMENDMENT ("AMENDMENT") to the Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues, dated as of January 29, 2014, is by and between the Cities and Town of Sonoma County and the County of Sonoma.

RECITALS

WHEREAS, the Cities and Town of Sonoma County and the County of Sonoma entered into that certain Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (Agreement"); and

WHEREAS, it has become necessary to clarify certain provisions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

AGREEMENT

1. Section 2 of the Agreement (Purpose of Agreement) is hereby amended to read as follows:

"Section 2. Purpose of Agreement

The purpose of this Agreement is to create the Sonoma County Waste Management Agency and to describe the terms and provisions by which the Agency will handle the four (4) initial programs: (1) household hazardous waste; (2) wood waste; (3) yard waste that otherwise would go to a landfill; and (4) education about the Agency's programs. Pursuant to the terms of this Agreement, the Participants may agree, in writing, to additional duties, responsibilities, and programs, including any program enacted by ordinance. Each Participant executing this Agreement may elect to participate in any or all of the Agency's non-core programs, including any single use carryout bag ordinance. Core programs are defined to be household hazardous waste, wood waste, yard waste, education and required reporting. Should any Participant elect to not participate in a non-core program, including any single use carryout bag ordinance, there will be no reduction in the Participant's fiscal participation."

2. Section 14 of the Agreement (Joint Powers Agency Authority to Adopt Regulations) is hereby amended to read as follows:

"Section 14. Joint Powers Agency Authority to Adopt Regulations

Participants agree that the primary purpose of this Agreement is to create an Agency to treat wood waste and yard waste, to collect, store, and dispose of household hazardous waste, to educate the public regarding waste issues, and, pursuant to the terms of this Agreement, including any Amendments, to adopt any future programs the Board determines are needed or desirable. The Joint Powers Agency may, from time to time, adopt uniform rules and regulations, in any form, including orders, resolutions and ordinances, to carry out these purposes.”

3. Except to the extent the Agreement is specifically amended hereby, the Agreement, together with exhibits and the First Amendment is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of the Agency arising thereunder.
4. This Amendment shall be governed by and construed under the laws of the State of California and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: Paul Taylor
Its: City Manager

ATTESTED:
Robert R. Bartz
City Clerk

CITY OF COTATI
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR
By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: [Signature]
Its: City Manager

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR

By: _____
Its: _____

ATTESTED:

City Clerk

regulations, in any form, including orders, resolutions and ordinances, to carry out these purposes."

3. Except to the extent the Agreement is specifically amended hereby, the Agreement, together with exhibits and the First Amendment is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of the Agency arising thereunder.
4. This Amendment shall be governed by and construed under the laws of the State of California and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: Mary [Signature]
Its: City Manager

ATTESTED:

[Signature]
City Clerk

CITY OF PETALUMA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA

By: [Signature]
Its: City Manager

ATTESTED: [Signature]
City Clerk

CITY OF ROHNERT PARK

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR

By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK
By: *D. M. Johnson*
Its: City Manager
Reso. 2013-169

ATTESTED:
John M. Buehler
City Clerk

CITY OF SANTA ROSA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR
By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA
By: *[Signature]*
Its: Mayor

ATTESTED:
[Signature]
City Clerk

CITY OF SEBASTOPOL
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR
By: _____
Its: _____

ATTESTED:

City Clerk

APPROVED AS TO FORM
CITY ATTORNEY.
BY *[Signature]*

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK

By: _____
Its: _____

ATTESTED:

City Clerk

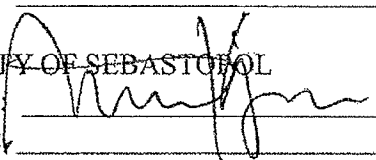
CITY OF SANTA ROSA

By: _____
Its: _____

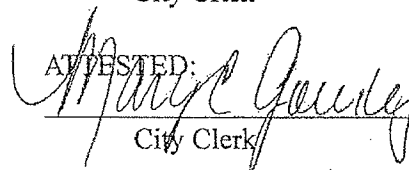
ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By:  _____
Its: _____

ATTESTED:

 _____
City Clerk

CITY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR

By: _____

ATTESTED:

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA

By: *L. J. Bevanetto*
Its: City Manager

ATTESTED:

Ray Johann
City Clerk

COUNTY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR

By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA

By: _____
Its: _____

ATTESTED:

Veronica J. Ferguson

County Clerk *W. M. Orellano*

TOWN OF WINDSOR

By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR

By: *Anna Hill*
Its: *Town manager*

ATTESTED:

Maria De La O
City Clerk

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE SONOMA COUNTY WASTE MANAGEMENT
AGENCY**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is made and entered into as of March 1, 2017 (“**Effective Date**”), by and among the County of Sonoma, a political subdivision of the State of California, the City of Cotati, a California municipal corporation, the City of Cloverdale, a California municipal corporation, the City of Healdsburg, a California municipal corporation, the City of Petaluma, a California municipal corporation, the City of Rohnert Park, a California municipal corporation, the City of Santa Rosa, a California municipal corporation, the City of Sebastopol, a California municipal corporation, the City of Sonoma, a California municipal corporation, and the Town of Windsor, a California municipal corporation (collectively “**Members**” and each individually a “**Member**”).

RECITALS

A. The Members are authorized and empowered to contract with each other for the joint exercise of powers pursuant the Joint Exercise of Powers Act (Government Code Section 6500 *et seq.*) (the “**JPA Act**”).

B. The California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 *et seq.*) (the “**Integrated Waste Management Act**”) requires Members to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve certain waste diversion goals.

C. On or before September 9, 1992, the Members entered into that certain Agreement between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal With Waste Management Issues (Wood Waste, Yard Waste, Household Hazardous Waste, and Public Education) (the “**Original Agreement**”) to enable the Members to jointly exercise their powers to address issues related to the management of wood waste, yard waste and household hazardous waste and to provide public education related to waste diversion within the Members’ jurisdictions.

D. The Original Agreement created a separate public entity known as the Sonoma County Waste Management Agency (the “**Agency**”) to implement the purposes of the Original Agreement.

E. On January 24, 1996, the Members entered into that certain First Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (the “**First Amendment**”).

F. On March 27, 2014, the Members entered into that certain “Second Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (the “**Second Amendment**”).

G. The Members desire to continue to jointly exercise common powers and authority through the Agency and to amend and restate the terms of Original Agreement as amended by the First Amendment and the Second Amendment, as with respect to the terms and provisions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Members hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

A. "Agreement" means this Amended and Restated Sonoma County Waste Management Agency Joint Exercise of Powers Agreement.

B. "Agency" shall mean the Sonoma County Waste Management Agency, which is a separate entity created by this Agreement pursuant to the provisions of California Government Code sections 6500 *et seq.*

C. "Board of Directors" or "Board" shall mean the governing body of the Agency as established by Section 7 of this Agreement.

D. "Bylaws" shall mean the bylaws adopted by the Board of Directors pursuant to Section 9.05 of this Agreement to govern the day-to-day operations of the Agency.

E. "Director" and "Alternate Director" shall mean a Director or Alternate Director appointed by a Member pursuant to Section 7.B of this Agreement.

F. "First Amendment" shall have the meaning set forth in Recital E.

G. "Fiscal Year" shall mean that period of 12 months established as the Fiscal Year of the Agency pursuant to Section 12.B of this Agreement.

H. "Food Waste" shall mean a waste material of plant or animal origin that results from the preparation or processing of food for animal or human consumption; and that is separated from the municipal solid waste stream. Food waste includes, but is not limited to, food waste from food facilities as defined in Health and Safety Code section 113789 (such as restaurants), food processing establishments as defined in Health and Safety Code section 111955, grocery stores, institutional cafeterias (such as, cafeterias in prisons, schools and hospitals), and residential food scrap collection. Food waste does not include any material that is required to be handled only pursuant to the California Food and Agricultural Code and regulations adopted pursuant thereto.

I. "Hazardous Waste" shall mean waste as defined in Section 40141 of the Public Resources Code and Section 25117 Health and Safety Code that is, waste or combination of

wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may do either of the following: (i) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (ii) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

J. “Household Hazardous Waste” shall mean waste materials determined by the California Department of Resources Recycling and Recovery, the Department of Health Services, the State Water Resources Control Board, or the Air Resources Board to be of such a nature that they must be listed as hazardous in state statutes and regulations, and which are toxic/ignitable/corrosive/reactive, or carcinogenic/mutagenic/teratogenic; and are discarded from householders as opposed to businesses.

K. “Integrated Waste Management Act” shall mean the California Integrated Waste Management Act of 1989, set forth at California Public Resources Code Section 40000 *et seq.*, including all laws and regulations supplemental thereto, as they may be amended from time to time.

L. “JPA Act” shall mean the Joint Exercise of Powers Act, set forth at California Government Code, sections 6500, *et seq.*, including all laws and regulations supplemental thereto, as they may be amended from time to time.

M. “Member” or “Members” shall mean the agencies as listed in the preamble of this Agreement, above.

N. “Original Agreement” shall have the meaning set forth in Recital C.

O. “Regional Agency” shall mean the designation of the Agency as a “Regional Agency” by the California Integrated Waste Management Board in compliance with Public Resources Code Section 40975.

P. “Residential Food Waste” shall mean Food Waste generated by people residing within the Members’ jurisdictions who own or occupy single family homes or residential structures with no more than four separate residential living units.

Q. “Second Amendment” shall have the meaning set forth in Recital F.

R. “Wood Waste” shall mean solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, process or storage of raw wood materials, or construction and demolition activities.

S. “Yard Waste” shall mean any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including but not limited to, yard clippings, leaves, tree trimmings, pruning, brush, and weeds.

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2. PURPOSE

A. Amended and Restated Agreement. The purpose of this Agreement is to modify

and amend the Original Agreement with respect to the purposes, membership, governance, administration and operation of the Agency, and to allow the Agency to continue operations for an extended term as set forth herein. The terms and provisions of this Agreement replace the Original Agreement as amended by the First Amendment and the Second Amendment in its entirety. Unless expressly stated herein, this Agreement does not affect any of the Agency's contracts, debts, revenues, claims, obligations, policies, procedures or bylaws that pre-date this Agreement, which will continue to remain in full force and effect in accordance with their terms and/or applicable law.

B. Continuation of the Sonoma County Waste Management Agency as a Separate Public Entity. The Members created the Agency as a distinct public entity, separate and apart from the Members, pursuant to and in accordance with the provisions of the JPA Act. It is the intent of the Members that under this Agreement the Agency shall continue as a distinct public entity under the JPA Act and other applicable law.

C. Core Programs. The Agency has the authority to provide the following core programs to the Members: (1) Provide for the recycling and disposal of Household Hazardous Waste from the Members' jurisdictions (the "Household Hazardous Waste Program"); (2) provide services and programs to provide for or facilitate the diversion of organic material, including but not limited to Yard Waste and Wood Waste (the "Organic Materials Program"); (3) provide education regarding recycling, composting and other methods of waste diversion to Members and the public (the "Education Program"); and (4) conduct, prepare and submit all monitoring and reporting as a Regional Agency as required pursuant to the Integrated Waste Management Act (the "Reporting Program"). The Agency may not add to or eliminate these core programs except by amendment of this Agreement. The Core Programs are further described in Section 4 of this Agreement.

D. Additional Programs. The Agency may conduct additional planning activities and development of regional programs that are related to the furtherance of increasing waste diversion within the Members' jurisdictions, provided that implementation of any regional program or plan developed by the Agency within any individual Member's jurisdiction shall be subject to the review and approval of the Member's governing body. The Additional Programs are further described in Section 5 of this Agreement.

3. POWERS

A. General Powers. The Agency shall have the powers common to the Members to this Agreement that are necessary or convenient to the implementation and ongoing operation of the Core Programs and Additional Programs, as well as other powers accorded to it by law, subject to the restrictions set forth herein.

B. Specific Powers. The Agency is authorized in its own name to perform all acts necessary for the exercise of common powers to carry out this Agreement, including but not limited to the following:

- i. To make and enter into contracts;

- ii. To employ agents and employees;
- iii. To obtain legal, financial, accounting, technical and other services as needed to carry out its purposes;
- iv. To acquire, construct, manage, maintain and operate any buildings, works, or improvements;
- v. To acquire, hold, lease or dispose of property;
- vi. To incur debts, liabilities, and obligations;
- vii. To impose, levy, collect or cause to be collected, to receive and use charges and fees as provided by law;
- viii. To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency.
- ix. To apply for, accept and receive all permits, grants, loans or other aids from any federal, state or local public agency;
- x. To receive donations of property, funds, services and other forms of financial assistance from any person, entity or agency;
- xi. To invest money that is not needed for immediate necessities, as the Board determines to be advisable, in the same manner and upon the same conditions that apply to other local agencies as specified in Section 53601 of the Government Code.
- xii. To sue and be sued in its own name;
- xiii. To promulgate, adopt and enforce any by-laws, rules, regulations, policies and procedures in accordance with Section 5 of this Agreement as may be necessary and proper to implement and effectuate the terms, provisions and purposes of this Agreement; and
- xiv. To carry out any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement and to perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

C. Restriction on Exercise of Powers. Pursuant to the JPA Act, all common powers

exercised by the Agency shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Sonoma.

4. CORE PROGRAMS

A. Household Hazardous Waste Program. Pursuant to a license agreement between the Agency and the County of Sonoma, the Agency operates a program at the Sonoma County Central Landfill (the “**Central Landfill**”) for the collection and storage of Household Hazardous Waste. The Agency separately contracts with an operator to collect, sort, store, package and transfer the Household Hazardous Waste collected by designated haulers and other entities approved by the Agency, and from members of the public who are residents of a Member. Hazardous Waste generated by small quantity generators may be accepted, but shall be funded entirely by the generators using the service. The Household Hazardous Waste Program shall continue to exist and operate in compliance with all applicable laws, rules and regulations and in substantially the same manner as on the Effective Date of this Agreement, provided that the Agency Board shall be permitted to change the location of the program or add additional locations from time to time, as deemed necessary or convenient by the Agency Board, and to make other changes to the program as necessary to ensure continued compliance with all applicable laws, rules and regulations.

B. Organic Materials Program. The Agency has the authority to operate a program for the diversion of organic material, including but not limited to yard waste and wood waste.

i. *Current Program.* As of the Effective Date, the Agency operates a program for the collection and processing of Yard Waste, Residential Food Waste and Wood Waste received at the Central Landfill or the Annapolis, Guerneville, Healdsburg and Sonoma Transfer Stations (collectively, the “**Transfer Stations**”) from any source within the jurisdictions of the members that participate in the program (the “**Current Composting Program**”). The Current Composting Program is and shall continue to be funded by a tonnage disposal fee levied against Yard Waste, Residential Food Waste and Wood Waste received at the Central Landfill and the Transfer Stations. The Agency shall continue to operate the Current Composting Program, provided that the Agency may from time to time change the locations at which the Yard Waste, Residential Food Waste and Wood Waste are received, until such time that: (i) The Agency and/or individual Members have developed and implemented an alternative program or programs that provides for the diversion of organic material, including, at a minimum, Yard Waste, Residential Food Waste and Wood Waste, for all of the Members as contemplated in Section 4.B.iii below, or (ii) each of the Members has withdrawn from the Current Composting Program, as permitted under Section 4.B.ii below.

ii. *Withdrawal from Current Program.* Any of the Members may withdraw from the Current Composting Program upon ninety (90) days written notice to the Agency. Upon withdrawal from the Current Program, the withdrawing Member shall no longer be permitted to deliver Yard Waste, Residential Food Waste and Wood Waste to the Central Landfill or Transfer Stations for processing. A Member that has withdrawn from the

Current Composting Program or is not participating as of the Effective Date, may rejoin the Current Composting Program if such request to rejoin is approved by the Agency Board. Even if all Members withdraw from the Current Program, the Agency shall retain the authority set forth in subsection iii below, even if that authority is not exercised. The withdrawal of all Members from the Current Program shall not constitute an elimination of the Organic Materials Program requiring an amendment to this Agreement.

iii. *Alternative Organic Materials Programs.* The Agency shall have the authority, at the direction of the Agency Board, to solicit information and/or request proposals for alternative programs for diversion of organic materials to serve some or all of the Members. The Agency shall serve as a resource to its Members in developing solutions for the diversion of organic materials that will serve the region, either through the development of a single regional organic materials program or multiple programs serving individual Members or groups of Members, including providing advice and expertise to such Members, as directed by the Agency Board. The Agency shall further have the ability to develop and implement an alternative organic materials program that serves the Members or a portion of the Members, provided that any such program shall be implemented through a separate agreement or amendment to this Agreement, and shall be approved by the governing board of each participating Member, and any Member that is not participating in such a future organic materials program shall not have any obligations, financial or otherwise, pursuant to such future organic materials program.

C. Education Program. The Agency provides information and education to individuals using the Agency's services and individuals who live or work in the Members' jurisdictions in order to maximize use of the Agency's programs, encourage recycling and other forms of waste diversion, and otherwise further the purpose and goals of the Agency. The Education Program shall continue to exist and the Agency shall continue to operate such program in compliance with all applicable laws, rules and regulations in furtherance of the Agency's purposes and goals, as directed by the Agency Board.

D. Reporting Program.

i. *Regional Agency.* The Agency is and shall continue to be a Regional Agency for purposes of Section 40971 of the Integrated Waste Management Act, and the Members are member agencies of the Regional Agency, and shall conduct all reporting required for a Regional Agency in accordance with the Integrated Waste Management Act.

ii. *Civil Penalties.* In the event any civil penalties are levied against the Agency pursuant to the Integrated Waste Management Act, the Agency shall research the cause for which civil penalties are being levied. Research may include, but is not limited to, any of the following: Review of landfill disposal origin data, review of hauler origin data, performance of a solid waste disposal study, performance of a solid waste characterization study and/or performance of a solid waste diversion study. Agency shall cooperate with Members, the responsible Member(s) and regulators to identify corrective steps that might be taken prior to assessment of penalties, if any. The Agency shall assign responsibility for payment of any civil penalties as follows: (a) The Agency shall pay the

entire penalty, or (b) an individual Member is responsible for the assessment of the civil penalty and the entire penalty shall therefore be imposed upon that member for payment of the penalty; or (c) multiple Members, but not all Members, are responsible for the assessment of the penalty and the penalty therefore shall be allocated equally upon those responsible Members, or (d) the Agency and the individual Members which are also responsible for the penalty shall pay the penalty in amounts proportionate to their responsibility for the penalty. Before apportioning a penalty to one or more Members pursuant to this Section, the Agency shall provide written notice to such Members that explains the basis for apportionment of responsibility for the penalty, and shall provide an opportunity for a hearing before the Agency Board prior to assessment of any such penalty.

iii. *Contingency Plan.* Should the Agency be dissolved for any reason, or should a Member withdraw from this Agreement, each Member or the former Member shall be responsible for complying with the requirements of the Integrated Waste Management Act within their respective jurisdictional boundaries in accordance with the programs set out in the Agency's documents.

iv. *Members' Duties and Responsibilities.* Each Member is responsible for implementing and meeting the mandated diversion requirements within its jurisdictional boundaries.

5. ADDITIONAL PROGRAMS

A. Authority to Develop Additional Programs. The Agency has the authority to develop and implement Additional Programs that are related to the Agency's overarching purpose of increasing waste diversion in the jurisdictions of the Members. The types of Additional Programs authorized under this section include, but are not limited to, development of model ordinances related to waste diversion which may be considered by the legislative bodies of the Members; implementation of waste diversion programs in Member jurisdictions that are adopted pursuant to such model ordinances; development of or participation in regional plans or efforts to reduce the amount of recyclable, compostable or hazardous materials in the region's solid waste stream; and researching and disseminating information to the Members regarding methods to reduce solid waste and increase waste diversion in the region.

B. Approval by Members Prior to Implementation in Specific Jurisdictions. The implementation of any Additional Programs developed pursuant to this Section 5 in individual jurisdictions, including but not limited to ordinances, regulations or similar legislative actions, shall be subject to the approval of such Member prior to implementation of such program in the Member's jurisdiction. The Agency additionally may enter into agreements with individual Members to implement and/or participate in the enforcement of such programs.

C. Costs of Implementation of Additional Programs. In the event that individual Members approve an additional program developed by the Agency pursuant to this Section and desire that the Agency implement and/or participate in the enforcement of such program within the Member's jurisdiction, each individual Member shall bear the reasonable cost of the Agency's

implementation and/or enforcement of any additional program in their respective jurisdictions. The reasonable cost of implementation and/or enforcement within a Member's jurisdiction shall be determined by the Agency and shall be paid by the Member in accordance with the terms of an agreement entered into between the Agency and Member pursuant to Subsection 5.B, or if all Members participate in the additional program such costs of implementation may be paid directly by the Agency. The costs of implementation and/or enforcement of an additional program which shall be borne by individual Members based on this Subsection 5.C specifically exclude the cost of development of the additional program, including but not limited to staff, consultant and legal costs incurred in the research, preparation and drafting of the additional program, environmental analysis required prior to the adoption of the program, including but not limited to analysis in accordance with the California Environmental Quality Act (Public Resources Code §§21000 *et seq.*), and the cost to indemnify, defend and hold harmless individual members that are made party to any claim, suit or similar proceeding challenging the validity of the additional program.

D. Additional Programs Included in Budget. The cost of development and/or implementation of any Additional Programs pursuant to this Section 5 shall be included in the Agency Budget.

6. EFFECTIVE DATE AND TERM

A. Effective Date. This Agreement shall become effective on March 1, 2017, or the date upon which all authorized representative of all the Members have executed this Agreement, whichever is later. Such date shall be the "Effective Date" for purposes identified herein.

B. Term. The Agreement shall remain effective until the Agency is dissolved pursuant to the provisions set forth in Section 10.F, subject to the rights of individual Members to withdraw from the Agency.

7. AGENCY BOARD

A. Board of Directors. The Agency is governed and administered by a Board of Directors ("Board") that is composed of one voting seat per Member.

B. Directors and Alternates. Each Member shall appoint one Director and at least one Alternate Director to the Board. One of the Alternate Directors, as directed by the Member, shall serve and assume the rights and duties of the Director when the Director is unable to attend a Board meeting. The Primary and Alternate Directors shall be either an elected or appointed members of the Member's governing body, or an employee of the Member. Directors and Alternate Directors shall serve at the pleasure of the Member appointing them and they may be removed at any time, with or without cause, in the sole discretion of the Member. Each Director and Alternate Director shall hold office until their successor is selected by the Member and the Agency has been notified of the succession. In the event that a Director or Alternate Director loses their position as a member of their appointing body's governing body or as a Member employee, that Director or Alternative Director position shall become vacant and the governing body of that

Member shall appoint a new Director or Alternative Director.

C. Agency Officers. The Board of Directors shall select, from among themselves, a Chair who shall be the presiding officer of all Board of Directors meetings, a Vice Chair who shall serve in the absence of the Chair and a Chair Pro Tempore who shall serve in the absence of both the Chair and the Vice Chair. In addition, the Board of Directors shall appoint a Clerk (who need not be a Director) to be responsible for keeping the minutes of all meetings of the Board and posting agendas.

D. Board Committees. The Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Authority. The Board shall determine the purpose and need for such committees.

E. No Personal Liability of Board Members. Under the JPA Act, no Director shall be personally liable for any debts, obligations or liabilities of the Agency, nor subject to any personal liability or accountability by reason of the Agency's incurrence of debts, obligations or liabilities.

8. BOARD MEETINGS AND VOTING

A. Regular Meetings. The Board shall hold its regular meetings pursuant to a meeting schedule as established by resolution of the Board, but may cancel such regular meetings as it deems necessary or appropriate.

B. Special Meetings. Special meetings of the Board may be called by the Chair or as provided for in the Rules of Governance adopted by the Board.

C. Call, Notice and Conduct of Meetings. All meetings of the Board shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 *et seq.*

D. Quorum. Five Board members shall constitute a quorum of the Board.

E. Voting—Regular Items. An affirmative vote of at least a majority of the Board members attending a meeting is required for the Agency to take any action.

F. Super-Majority Vote Items. A super-majority vote, which for purposes of this Agreement constitutes a vote of 8/10 of all members of the Board (currently 8 of 10 members) is required for the Agency to take action on any of the following items:

- i. Approval or amendment of the Agency Budget;

ii. Incurrence of debt from public or private lending or financing sources in an amount of \$250,000 or more;

iii. Authorization of expenditures of \$250,000 or more to a single source within a single fiscal year;

iv. Any increase in fees or imposition of any new fees.

G. Unanimous Vote Items. A unanimous vote is required for the Agency to acquire any interest in real property with a value of \$250,000 or more.

H. Public Meeting for Periodic Review of Agreement. The Board shall conduct a public meeting not less than once every ten (10) years following the Effective Date to review the terms and conditions of this Agreement and discuss whether any amendments to this Agreement are necessary or advisable. At such public meeting the Executive Director and Agency Counsel shall make a report to the Board recommending any amendments to the Agreement, and if directed by the Board shall draft proposed amendments to this Agreement for consideration by the governing boards of each Member. This section shall not preclude the Members from making amendments of this Agreement at other times as deemed necessary or appropriate by the Members, in accordance with Section 13.B of this Agreement.

9. OPERATIONS AND MANAGEMENT.

A. Executive Director. The Agency may appoint an Executive Director, from time-to-time as and when it deems appropriate. If appointed, the Executive Director shall serve at the pleasure of the Board of Directors and his or her duties and responsibilities shall be set forth via a vote of the Board.

B. Legal Counsel and Other Officers. The Agency may appoint Agency Legal Counsel who shall serve at the pleasure of the Board via a vote of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract via a vote of the Board for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board.

C. Treasurer, Controller and Annual Audit. The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the Treasurer and Controller for the Agency. The Treasurer and Controller shall perform all usual and customary duties of their offices for the Agency, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code section 6505.5. The Board may transfer the responsibilities of the Treasurer and/or Controller to any other person or entity as the law may provide at the time (see e.g., Government Code section 6505.5). The Board shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code section 6505.

D. Employees and Management. In addition to, or in lieu of, hiring employees, the Agency may engage one or more Members to manage any or all of the business of the Agency or to provide employees to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities and shall be compensated as set forth in the agreement for such Member's services entered into by and between such Member and the Agency, which agreement shall be approved by the Board. Notwithstanding the foregoing, the Director appointed by the Member providing such services shall not vote on the agreement to provide such services.

E. Other Agency Services. The Agency may further engage one or more Members to provide additional services and resources as necessary or desirable for the administration of the Agency, including but not limited to building use, administrative services, purchasing, human resources, purchasing and other administrative services. Any Member so engaged shall have such responsibilities and shall be compensated as set forth in the agreement for such Member's services entered into by and between such Member and the Agency, which agreement shall be approved by the Board. Notwithstanding the foregoing, the Director appointed by the Member providing such services shall not vote on the agreement to provide such services.

F. Rules of Governance. The Board shall adopt Rules of Governance governing the conduct of meetings and the day-to-day operations of the Agency, which Rules of Governance may be amended from time to time.

G. Conflict of Interest Code. The Board shall adopt and file a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974.

10. RELATIONSHIP OF AGENCY AND ITS MEMBERS

A. Separate Public Entity. In accordance with California Government Code Sections 6506 and 6507, the Agency shall be a public entity separate and apart from the parties to this Agreement.

B. Name. The Agency may change its name at any time through adoption of a resolution of the Board of Directors.

C. Liabilities. In accordance with Government Code section 6508.1, the debts, liabilities and obligations of the Agency shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of the Agency. A Member who has not agreed to assume an Agency debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of the Agency.

D. Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend

and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are attributable in whole or in part to the Agency's programs. Notwithstanding the foregoing, the sole negligence, gross negligence, or intentional acts of any Member is exempted from the indemnification provided by this Section 10.D.

E. Withdrawal of Members. Any Member shall the have the ability to withdraw by providing a minimum of one hundred eighty (180) days written notice of its intention to withdraw to the Agency and the other Members, which withdrawal shall be effective only at the end of the Fiscal Year in which the one hundred eighty (180) day written notice period is completed. Subject to the terms of any lease or license agreement, any Member who withdraws from the Agency shall retain any real property interests already owned by such Member. Upon withdrawal, the withdrawing Member shall not be entitled to distribution of any Agency property or assets; rather the Agency shall retain all property interests and assets used by the Agency in furtherance of its purpose under this Agreement. Upon withdrawal of a Member, the Agency shall have no further obligation to provide any of the programs described in Section 2.C and 2.D to that Member. In the event of a withdrawal, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 5.E below.

F. Continuing Obligations upon Withdrawal. The withdrawal of one or more Members shall not terminate this Agreement or result in the dissolution of the Agency, and the Agency shall remain in operation provided that there are at least two Members which remain in the Agency and subject to this Agreement.

G. Dissolution. The Agency may be dissolved at any time upon the unanimous approval of the Members' governing boards. However, the Agency shall not be dissolved until all debts and liabilities of the Agency have been eliminated. Upon dissolution of the Agency, each Member shall receive its proportionate share of any remaining assets after all Agency liabilities and obligations have been paid in full. Each Member's proportionate share of such remaining assets shall be determined by the Agency Treasurer based upon the estimated total population of each Member in proportion to the total estimated population of all Members at the time of dissolution. The estimated population of the Members shall be determined based on the estimated population report published by the California State Department of Finance, or if such report is no longer published, by such other method of determining population as agreed upon by the Members. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former Member that previously withdrew shall be entitled to a distribution upon dissolution.

11. AUTHORITY RETAINED BY MEMBERS

A. Approval by Members. This Agreement requires specific approval from the legislative bodies of the Members for certain actions provided for under this Agreement. These actions include:

- i. Implementation of an Additional Program in a Member's jurisdiction (Section 2.D, Section 5).

- ii. Approval of an alternative organic materials program (Section 4.B.iii).
- iii. Dissolution of the Agency (Section 10.G).
- iv. Amendment of this Agreement (Section 13.B).

B. No Limitation on Members. Nothing in this Agreement shall be construed as a limitation on the legislative authority or constitutional police powers of the Members.

12. FINANCIAL PROVISIONS

A. Establishment of Funds. The Agency shall establish and maintain such funds and accounts as may be required by general accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency on no less than a quarterly basis.

B. Fiscal Year. The Fiscal Year of the Agency shall be from July 1 to June 30.

C. Budget. Prior to the end of each Fiscal Year, the Board shall adopt a budget for the Agency for the ensuing Fiscal Year. The Board may authorize mid-year budget adjustments, as needed.

D. Waste Management Agency Fees. The Agency's programs are funded in part through a tip fee charge on waste entering the County of Sonoma's waste disposal system to fund the cost of the programs and services provided by the Agency, which the County of Sonoma collects and remits to the Agency (the "**Waste Management Agency Fee**"). The County, either directly or through its Contractor, shall continue to collect and remit such Waste Management Agency Fee to the Agency for the term of this Agreement, unless and until the Agency provides written notice directing the County to cease collecting such fee. The County's obligation to collect and remit the Waste Management Agency Fee shall survive the County's withdrawal from the Waste Management Agency.

E. Current Composting Program Fee. The Current Composting Program is primarily funded by a tip fee that is charged to all Yard Waste, Wood Waste and Residential Food Waste received at the Central Landfill and the Transfer Stations (the "**Current Composting Program Fee**"). The County, either directly or through its Contractor, shall continue to collect and remit the Current Composting Program Fee to the Agency for so long as the Agency is operating the Current Composting Program, unless and until the Agency provides written notice to the County to cease collecting the Current Composting Program Fee. At such time that the Agency ceases its operation of the Current Composting Program, the Agency shall provide written notice to the County, and the County shall have no further obligation to collect and remit the Current Composting Program Fee to the Agency. The County's obligation to collect and remit the Waste Management Agency Fee shall survive the County's withdrawal from either the Current Composting Program or the Waste Management Agency.

F. Additional Fees. The Agency may establish, levy and collect such other fees or surcharges for services provided by the Agency in furtherance the Core Programs and Additional Programs to fund the Agency's costs of providing such services, as permitted by law.

G. Agreements with Individual Member Agencies. In the event that a Member does not provide its jurisdiction's waste to the County of Sonoma's waste disposal system and therefore does not contribute to the Waste Management Agency Fee, Agency may, at its discretion, enter into separate agreements with such individual Members to make available some or all of the Core Programs and Additional Programs in exchange for compensation from the Member for the costs of the Programs provided.

H. Insurance. The Agency shall be required to obtain insurance, or join a self-insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Agency, and/or any self-insurance programs joined by the Agency, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Agency in its ordinary course of business. The Agency shall also require all of its contractors and subcontractors to have insurance appropriate for their operations. All amounts coverages and provisions of the insurance policies identified in this subsection H shall be subject to the approval of Agency Counsel.

13. MISCELLANEOUS PROVISIONS

A. Agreement Complete. This Agreement constitutes the full and complete agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

B. Amendment. This Agreement may be amended from time to time by the unanimous consent of the Members, acting through their governing bodies. Such amendments shall be in the form of a writing signed by each Member.

C. Successors and Assigns. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Agency then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Agency or the disposition of proceeds, which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Agency or the Members under this Agreement.

D. Execution in Counterparts. This Agreement may be executed in counterparts, each counterpart being an exact duplicate of all other counterparts, and all counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto.


E. Member Authorization. The governing bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

F. Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Agency and the Members in writing.


G. Severability and Validity of Agreement. Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same remaining terms as provided herein.

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

COUNTY OF SONOMA



Chair
Board of Supervisors

ATTEST: SHERYL BRATION
by: 

Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Assistant County Counsel

CITY OF SANTA ROSA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

COUNTY OF SONOMA

Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Assistant County Counsel

CITY OF SANTA ROSA




Mayor

ATTEST:



City Clerk

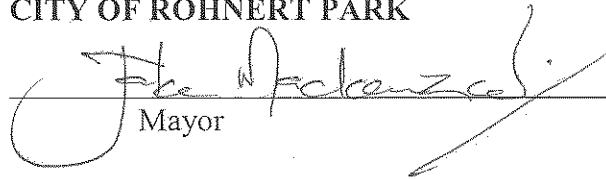
APPROVED AS TO FORM:



City Attorney

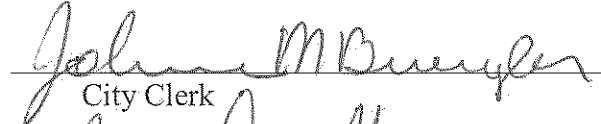
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CITY OF ROHNERT PARK



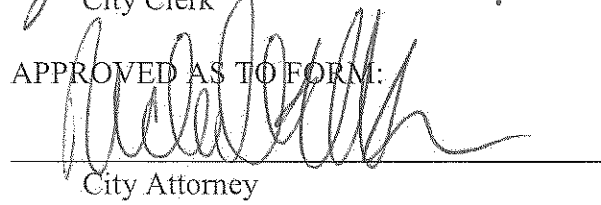
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF SEBASTOPOL

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SONOMA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF ROHNERT PARK

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SEBASTOPOLE



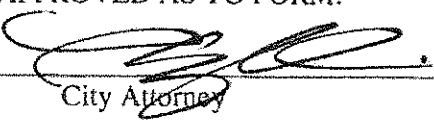
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF SONOMA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF ROHNERT PARK

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SEBASTOPOL

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SONOMA

Rachelle Handley

Mayor

ATTEST:

Paul B.

City Clerk


APPROVED AS TO FORM:

Jeffrey Walter

City Attorney

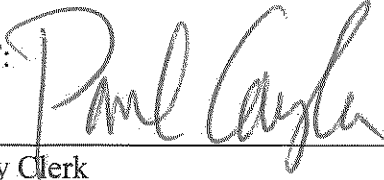
SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF CLOVERDALE



Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF PETALUMA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF COTATI

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF CLOVERDALE

Mayor

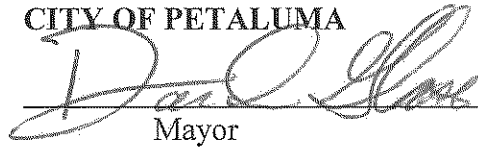
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF PETALUMA



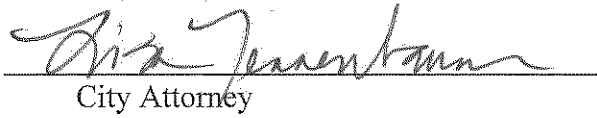
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF COTATI

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF CLOVERDALE

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF PETALUMA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF COTATI

Arcee O. Harwell

Mayor

ATTEST:

[Signature]

City Clerk

APPROVED AS TO FORM:

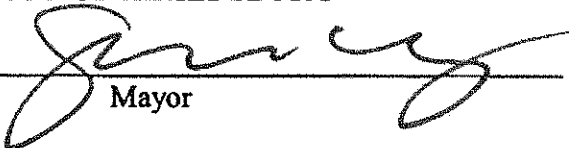
[Signature]

City Attorney

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF HEALDSBURG




Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

TOWN OF WINDSOR

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CITY OF HEALDSBURG

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

TOWN OF WINDSOR

Deborah Gudge

Mayor

ATTEST:

Maria De La O

Town Clerk

APPROVED AS TO FORM:

Robin Paige Donoghue

Town Attorney