



## **SPECIAL MEETING OF THE BOARD OF DIRECTORS**

June 23, 2014

Strategic Planning Process- Session 2 at 8:30 a.m.

*City of Santa Rosa, Utilities Field Operations Building, Room F  
35 Stony Point Rd.  
Santa Rosa, CA*

Meeting Agenda and Documents

**SONOMA COUNTY WASTE MANAGEMENT AGENCY**

**Special Meeting of the Board of Directors**

June 23, 2014  
SPECIAL MEETING

Strategic Planning Process- Session 2 at 8:30 a.m.

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*Note: This packet is 30 pages total*



**SONOMA COUNTY WASTE MANAGEMENT AGENCY**

**Special Meeting of the Board of Directors**  
**Strategic Planning Process – Session 2**

**June 23, 2014**

**8:30 a.m.**

**Estimated Ending Time 12:30 p.m.**

City of Santa Rosa, Utilities Field Operations Building, Room F  
35 Stony Point Road  
Santa Rosa, CA 95401

**Agenda**

Item

1. Call to Order Special Meeting
2. Opening Remarks: Sherry Lund, Meeting Facilitator
3. Public Comments
4. Discussion regarding the July Board meeting
5. Session Objectives and Consultant Observations
6. Update to R3 Report
7. Proposal for Agency Dissolution/Renewal Agreement
8. Proposed Timetable for Calling the Question
9. Boardmember Comments
10. Staff Comments

11. Next SCWMA meeting: July 16, 2014 and/or August 20, 2014

12. Adjourn

**Consent Calendar:** These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

**Regular Calendar:** These items include significant and administrative actions of special interest and are classified by program area. The regular calendar also includes "Set Matters," which are noticed hearings, work sessions and public hearings.

**Public Comments:** Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person should give his/her name and address and limit comments to 3 minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item and before Boardmembers propose a motion to vote on any item.

**Disabled Accommodation:** If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Sonoma County Waste Management Agency Office at 2300 County Center Drive, Suite B100, Santa Rosa, (707) 565-3579, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

**Noticing:** This notice is posted 72 hours prior to the meeting at The Board of Supervisors, 575 Administration Drive, Santa Rosa, and at the meeting site the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa. It is also available on the internet at [www.recyclenow.org](http://www.recyclenow.org)



Agenda Item #: 4  
Cost Center: All  
Staff Contact: Mikus  
Agenda Date: 6/23/2014

**ITEM: Discussion regarding the July Board meeting**

**I. BACKGROUND**

- The Board often takes a summer break from meetings, often by cancelling the July meeting
- Per previous discussion, the Board wished to cancel the July 16, 2014 meeting, but was holding open use of that date for a further Strategic Planning Work Session if needed
- Under this plan for July, the next regular business meeting of the Board is currently scheduled for August 20, 2014

**II. DISCUSSION**

Achieving "Zero-Discharge" compliance for storm contact water at the Agency compost facility is currently a major staff effort. The Board authorized several action items on this project at the recent May meeting, with the plan at the time to revisit the project for progress reports and further decisions at the August Board meeting. However, because of the dynamic nature of this project, and the multiple involved parties, it has become necessary to consult with the Board sooner than August 20, 2014. Staff requests the Board approve holding a July 16, 2014 meeting.

The key subjects for discussion would be:

- Report on project progress, particularly water storage pond design, and proposed interim measures to enhance storm water handling until the new pond can be built
- Report on status of conversations with the NCRWQCB on the October 1, 2014 "Zero-Discharge" compliance date
- Seek Board approval for several time sensitive action items key to the success of the Zero Discharge Plan approval by the NCRWQCB, mainly related to the interim measures mentioned above

**III. FUNDING IMPACT**

No funding impact at this time.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board approve holding a regular Board meeting on July 16, 2014

**V. ATTACHMENTS**

None

Approved by:   
Henry J. Mikus, Executive Director, SCWMA



Agenda Item #: 7  
Cost Center: All  
Staff Contact: Mikus  
Agenda Date: 6/23/2014

ITEM: **Proposed Voting Options for the Draft of a New “Joint Powers Agreement”**

**I. BACKGROUND**

- The Board approved an initial draft of a new JPA Agreement in December 2012
- The draft agreement was distributed to the Agency members for comment
- That draft agreement listed several possible options for changes to the Board’s voting mechanism
- The current voting agreement requires a quorum of one-half or more of the membership, with majority vote sufficient for action other than the following three circumstances, which require a unanimous vote of all members: a major program expansion, capital expenditures greater than \$50,000, or adoption of annual budgets.
- Several of the members’ governing bodies have expressed a desire to change the unanimous vote provision in any future new JPA agreement.
- Several of the members suggested removing the unanimous vote provision in favor of some sort of super-majority.
- The members also suggested revising the list of items subject to the more stringent vote.

**II. DISCUSSION**

Described below is the suggested new agreement language on voting with two possible alternatives for the super-majority vote structure.

*Basic Vote: A majority of a quorum of the Board is sufficient for actions. Certain types of actions, however, have more specific voting requirements. Voting shall be by directors or alternate directors present at a meeting.*

- Proposed as a list of these actions requiring “specific voting requirements” would be:

1. *Purchase of real property*
2. *Decisions to incur debt from public or private lending sources*
3. *Adoption of the annual budget*
4. *Adoption of additional programs*
5. *Expenditure of funds greater than \$250,000*

- Options for “specific voting requirements”:

1. *Require a supermajority of ¾ of the membership for all items, 1 through 5, on the list above.*

**OR**

2a. Require a supermajority of 2/3 of the membership for items 1 and 2 on the above list

**AND**

2b. Require a vote equal to a quorum of the full membership (regardless of the number of directors attending) for items 3 through 5 on the above list.

**Please note "option 2" is modeled closely on the voting structure for the Library JPA that was recently settled among the same list of members.**

Option 1 Advantages:

- Very simple and straightforward
- Avoids a unanimous vote requirement

Option 1 Disadvantages:

- High bar set for affirmative votes on special items (8 "yes" votes for 10 members)
- A Board member/alternate not in attendance equals a "no" vote

Option 2 Advantages:

- Closely copies a voting structure just heavily studied and accepted for the Library JPA
- Avoids a unanimous vote requirement
- The multiple tier structure recognizes that voting item subject matter cover a range of severity and impact
- Does not make non-attendance into a "no" vote

Option 2 Disadvantages:

- Some complexity with the three tiers of requirements

**III. FUNDING IMPACT**

No funding impact at this time.

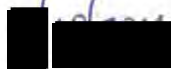
**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board incorporate "Option 2" into the draft new JPA Agreement

**V. ATTACHMENTS**

New JPA Agreement (Latest draft version, December 2012)

Approved by:   
Henry J. Mikus, Executive Director, SCWVIA



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**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE  
CITIES OF SONOMA COUNTY AND THE COUNTY OF SONOMA  
CREATING AN AGENCY KNOWN AS THE  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), dated for reference as of \_\_\_\_\_, 20\_\_, (“Effective Date”) is entered into by the County of Sonoma, a political subdivision of the State of California (“County”), the City of Cloverdale, a municipal corporation (“Cloverdale”), the City of Healdsburg, a municipal corporation (“Healdsburg”), the Town of Windsor, a municipal corporation (“Windsor”), the City of Santa Rosa, a municipal corporation, (“Santa Rosa”), the City of Sebastopol, a municipal corporation, (“Sebastopol”), the City of Sonoma, a municipal corporation (“Sonoma”), the City of Rohnert Park, a municipal corporation, (“Rohnert Park”), the City of Cotati, a municipal corporation (“Cotati”), and the City of Petaluma, a municipal corporation (“Petaluma”). The Cities, the Town and the County are sometimes individually referred to herein as “Member” and collectively as “Members.”

RECITALS

1. The Members are “public agencies” under the provisions of the Joint Exercise of Powers Act that authorizes the joint exercise of powers common to public agencies, Government Code Section 6500 *et seq.*

2. By September 9, 1992, all Members had entered into that certain Agreement titled “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)” (“Original Agreement”). That Original Agreement created a separate public entity, the Sonoma County Waste Management Agency (“SCWMA” or “Agency”), based upon the following facts and circumstances:

A. 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 the Members;

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

C. The California Integrated Waste Management Act of 1989 (“AB 939”), requires Members to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve diversion goals. It is the intent of the Members to cooperate with each other, as reflected in this Agreement, so as to carry out these objectives.

D. Members have agreed on the formation of a Joint Powers Agency to deal with wood, yard, and household hazardous waste issues and education in the manner set forth in this Agreement. Members 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. By the Agreement, the Members intend to jointly exercise their powers to achieve common objectives.

3. On January 24, 1996, the Members entered into that certain agreement titled “First Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues” (“First Amendment”). This First Amendment, among other things, defined the term Regional Agency and declared the Members’ desire to use the structure of the Agency as a Regional Agency for purposes of Section 40971 of the California Public Resources Code, the Integrated Waste Management Act. As a result of this First Amendment, all Members were deemed to be Members of the Regional Agency.

4. The term of the Original Agreement was for twenty-five (25) years with a provision for extending the Original Agreement by mutual agreement of the Members on a year by year basis. Since the end of the term of the Original Agreement is approaching, and in light of the evolution of the Agency over the past twenty years and the perceived need for modifications to the Original Agreement, the Members have determined that it is desirable and in the public interest to revise and to restate their delegation of authority to the previously established Sonoma County Waste Management Agency. The revisions to and restatement of that delegation of authority are fully set forth in this Amended and Restated Joint Exercise of Powers Agreement.

5. It is intended by the Parties that this Agreement shall be amendatory of the Original Agreement, including the First Amendment, and shall restate, amend and supersede the Original Agreement and First Amendment in their entirety as of the Effective Date. Upon its effective date, this Amended and Restated Joint Exercise of Powers Agreement shall govern the relationship of the public agencies that comprise the Sonoma County Waste Management Agency.

6. The Members intend to continue to exercise their common powers and authority through the Agency to protect the health and safety of the citizens, preserve and enhance the environment, and provide for recycling, diversion, education, and disposal of waste generated within Members’ boundaries.

NOW, THEREFORE, the Members hereto agree as follows:

## **SECTION I. PURPOSE**

This Agreement is made under the provisions of the Joint Exercise of Powers Act, Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code (the “Act”). Each of the Members possess the powers to achieve the goals described in the above recitals. In authorizing the joint exercise of their common powers, this Agreement provides for the planning and implementation of programs and services to divert recyclable and recoverable materials from the waste stream, including, but not limited to, wood, yard and other compostable waste, and household hazardous waste, as defined in the California Public Resources Code, provide education for those who use the services of the Agency, prepare

and implement regional planning documents and other required documentation, provide monitoring and reporting as required by the Public Resources Code and the Integrated Waste Management Act of 1989, and provide other such services and programs as determined by the Board of Directors. Members hereby covenant with each other to participate and cooperate in the implementation of the Agency's duties and programs and to maximize use and avoid duplication of effort in any program undertaken by the Agency.

## **SECTION II. AUTHORITY**

### **A. Creation of the Agency**

Pursuant to the Act, there was created in 1992 and continues to be a public entity, separate and apart from the Members hereto, known as the "Sonoma County Waste Management Agency," hereinafter referred to as "SCWMA" or the "Agency." The Agency is a public entity that is separate and apart from the County and Cities that are the Members of the Agency. The debts, liabilities, and obligations of the Agency shall not constitute the debts, liabilities, or obligations of any Member. Except as provided in this Agreement, the Agency may not require any Member to contribute money or services to the Agency without the consent of the legislative body of each Member. The Agency will defend, indemnify, and hold harmless each Member for liabilities arising as a result of Agency's actions pursuant to this Agreement or arising out of Agency's negligence, but the liabilities of Members, due to their own acts, omissions, or negligence either prior to creation of Agency or afterwards, shall not be assumed by the Agency.

### **B. Board of Directors**

The Agency is governed by a Board of Directors, ("Board"). The Board is composed of directors who are appointed by the Members' governing bodies. There shall be one director and one alternate from each Member and that director and alternate shall be either a member of the Members' governing body or an employee of the Member.

A Member's alternate director may, in the absence of the Member's director, attend any meeting of the Board, be counted as part of the quorum and vote on all matters coming before the Board at that meeting.

Directors and alternate directors shall serve without compensation. Each director or alternate director may be reimbursed for necessary expenses by their Member jurisdiction as determined by the Member's policies.

### **C. Operation of the Board**

The Board will constitute the policy-making body of the Agency. All powers of the Agency will be exercised by and through the Board, except as may be expressly delegated to others in accordance with this Agreement, or by direction of the Board.

The Board has adopted Rules of Governance to address topics including, but not limited to, conduct of meetings, appointment of subcommittees and election of officers. Such Rules of Governance may be amended by the Board from time to time, as required.

Regular meetings of the Board will be held not less frequently than quarterly.

The fiscal year of the Agency shall be the 12-month period beginning July 1 of one year and ending June 30 of the following year. For each fiscal year, the Board shall adopt an operating budget that is consistent with the funding ability of the Agency.

D. Voting

A majority of a quorum of the Board is sufficient for action. Certain types of actions, however, have the following specific voting requirements.

**OPTIONS:**

- 1) **The Agency may have a unanimous vote requirement, meaning all directors must be present and vote to approve specified types of actions. Some types of actions that might require a unanimous vote include purchase of real property and/or expenditure of funds greater than a specified limit, such as \$250,000 or \$350,000 during the fiscal year, or adoption of additional programs.**
- 2) **The Agency may not have a unanimous vote requirement and a majority of a quorum would be sufficient for any type of action.**
- 3) **The Agency may have a voting requirement of a super majority set at 3/4 or 75% of the membership (8 out of 10 members) for specified types of actions such as purchase of real property, expenditure of funds greater than a specified limit, such as \$250,000 or \$350,000 during the fiscal year.**

Voting shall be by directors or alternate directors present at a meeting. No proxy votes are authorized. Voting will be by voice vote, except that any director or alternate director may request a roll-call vote.

**SECTION III. TERM**

*Approval of this Amended and Restated Agreement by each Members' governing body includes termination of the Original Agreement. This Amended and Restated Agreement is effective on the earlier of either: a) expiration of the Original Agreement (February 11, 2017), as long as at least two Members have approved the Amended and Restated Agreement; or b) thirty days from the date the ninth Member's governing body approves and executes this Agreement, (Effective Date written above), and it shall continue in full force and effect until terminated by mutual consent of the Members, effective when the next to the last Member's governing body has executed a termination document, provided that all liabilities of the Agency have been satisfied and all assets of the Agency have been distributed.*

**SECTION IV. WITHDRAWAL OR REMOVAL OF A PARTY**

- A. At the end of any fiscal year, any Member may withdraw as a Member of this Agreement by notifying the Board in writing prior to January 1 of that same fiscal year.

- B. The withdrawing Member shall reaffirm its intent to withdraw from the Agency by March 1 of that fiscal year. This notification will be considered binding and irrevocable unless unanimously decided otherwise by the Board.
- C. Upon receipt of a Party's reaffirmation to withdraw from the Agency as described above in paragraph (B), any remaining Member may also declare its intent to withdraw from the Agency. The deadline for each remaining Member to give written notice of withdrawal shall be April 1 of that fiscal year.
- D. *The withdrawing Member shall continue to be responsible for its allocable share of all costs, charges, assessments, liabilities, and contingencies both in existence when the Member notifies the Agency of its intent to withdraw, as well as those* If a Member(s)' regular funding source to the Agency is interrupted prior to the end of the fiscal year, the Member shall be responsible for direct payment to the Agency of that Member(s)' allocable share of the regular funding.
- E. A Member's participation in the Agency may be involuntarily terminated at any time upon recommendation of the Board and upon the vote of two-thirds of all directors, as well as the approval of the legislative bodies of two-thirds of the Members. Involuntary termination shall have the effect of terminating the Member's participation in the Agency. Termination will be effective at the end of the fiscal year in which the action is taken or upon such date as the remaining Members may specify. If a Member is involuntarily terminated, reserve accounts shall be established pursuant to paragraph (F) of this section as though the Member was voluntarily withdrawing. A terminated Member shall continue to be responsible for payment of all Agency costs and liabilities allocable to or incurred by that Member through the effective date of termination. Grounds for involuntary termination include, but are not limited to, the following:
1. Failure or refusal to participate in the Agency's funding source or to provide direct payment to the Agency to a degree sufficient to cover that Member's allocable share of the costs, obligations, and liabilities of the Agency as provided below in Section 11 (B).
  2. Such other grounds as may be determined by the Board upon the vote of two-thirds of all directors, as well as the approval of the legislative body of two-thirds of the Members.
- F. Upon the voluntary withdrawal or involuntary termination of a Member, the Board may establish a reserve account for that Member to provide for anticipated expenses and liabilities not included in the Agency's budget that may have arisen or that may arise during the period of that Member's participation in the Agency. The amount remaining in the reserve account will be returned to the withdrawing or terminated Member after all expense claims and liabilities against that Member have been fully paid and satisfied.

## SECTION V. DISPOSITION OF PROPERTY AND FUNDS

- A. Upon the Agency's dissolution, or the complete rescission or other termination of this Agreement by all Members, the Board shall, with the approval of all Members, determine the disposition of any real or personal property, funds, and other assets remaining in the Agency after all obligations have been satisfied. Such disposition shall be conducted in a manner that provides a proportionate return to each Member based upon each Member's investment in those properties and assets. Each Member's pro rata share shall be determined in the same manner as for a withdrawing or terminated Member provided below in paragraph (B).
- B. If a Member is terminated or withdraws from the Agency, and the Agency has a financial obligation to that withdrawing or terminated Member, the Board, with the approval of the remaining Members, shall satisfy the withdrawing or terminated Member's pro rata share of the total assets of the Agency, less obligations, including any requirement to pay funds into a reserve account as provided in Section 4(F). A withdrawing or terminated Member's pro rata share is defined as the total regular or special payments, charges, assessments or contributions made by that Member, divided by the total regular and special payments, charges, assessments or contributions made by all Members from the inception of the Agency to the date of the Member's withdrawal or termination.
- C. In the event of the withdrawal or termination of a Member, the Board shall determine whether the Agency's satisfaction of that Member's pro rata share of Agency assets shall be made through a transfer of property or through a payment of funds. That transfer or payment must be made within a reasonable time following a Member's withdrawal or termination.
- D. The current fair market value of Agency properties and assets shall be determined by the Board. If the withdrawing or terminated Member disputes the current fair market value of Agency properties and assets as determined by the Board, then the current fair market value of those properties and assets shall be determined by a panel of three disinterested and qualified appraisers. To this panel, one appraiser shall be appointed by the governing body of the withdrawing or terminated Member, and one appraiser shall be appointed by the remaining Members of the Board. The two appointed appraisers shall jointly select a third appraiser. The fees of each appraiser shall be shared equally by the Agency and by the withdrawing or terminated Member.

## SECTION VI. POWERS AND FUNCTIONS

*The Agency shall have the powers common to the Members and is empowered and authorized, in its own name, to adopt and implement such rules and regulations, in any form, including, but not limited to, order, ordinance or resolution, as may be necessary to effect the purposes of this Agreement, and to perform all acts necessary for the joint exercise of common powers for these purposes, including, but not limited to, any or all of the following:*

- i. To employ agents and employees, to establish salaries and benefits, and to contract for professional services.
- ii. To make and enter into contracts and leases.
- iii. *To raise revenue.***
- iv. To incur debts, obligations, and liabilities; provided, however, that the debts, obligations, and liabilities incurred by the Agency shall not be, either individually or collectively, debts, obligations, or liabilities of the Members.
- v. To contract for, acquire, convey, construct, manage, maintain, and operate buildings and improvements.
- vi. To acquire and to convey, real and personal property.
- vii. To apply for and receive funds, contributions, grants, property or equipment from sources, including, but not limited to, federal, state, local, private or non-profit entities or individuals.
- viii. 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 California Government Code.
- ix. To purchase insurance coverage, including fidelity bonds and directors' liability coverage, to join insurance pooling programs, or to develop and maintain a self-insurance reserve.
- x. To sue and be sued in its own name and to defend and hold harmless the Members.
- xi. To issue bonds as specified in Section 12.
- xii. To perform all other acts reasonable and necessary to exercise and implement the above-specified powers and purposes of this Agreement.

These powers shall be exercised in the manner provided in the Act and as expressly set forth herein and are subject to the restrictions upon the manner of exercising such powers that are imposed upon the County of Sonoma in the exercise of similar powers. Notwithstanding the generality of the foregoing, the Agency shall have no power to bind the Members to any monetary obligations other than those expressly authorized by the mutual consent of the Members.

## **SECTION VII. LIABILITY OF THE MEMBERS**

No Member, whether individually or collectively, shall have any liability for the Agency's debts, liabilities, or obligations, including without limitation the following:

- A. Liabilities attributable to any act or omission of the Agency, or any act or omission of the Agency's officers, agents, employees, contractors, subcontractors or volunteers.
- B. The payment of wages, benefits, or other compensation to the Agency's officers, agents, employees, contractors, or subcontractors, unless otherwise provided by contractual arrangement.
- C. The payment of workers' compensation or indemnity to officers, agents, or employees of the Agency for any injury or illness arising out of the performance of this Agreement, unless otherwise provided by contractual arrangement.
- D. Should civil penalties be imposed on the Agency, Agency staff shall research the reason for the civil penalties by any means, including, but not limited to, 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:
  - i. the Agency shall pay the entire penalty; or
  - ii. 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
  - iii. 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.
- E. Should the Agency be dissolved for any reason, or should a Member withdraw or be removed from the Agency, each Member or the ex-Member shall be responsible for complying with the requirements of the California Integrated Waste Management Act within their respective jurisdictional boundaries in accordance with the programs set out in the Agency's documents.
- F. Each Member is responsible for implementing and meeting the mandated diversion requirements within its jurisdictional boundaries.



## **SECTION VIII. FINANCING**

- A. Currently, the Agency is financed and the Agency's programs are funded through a tip fee surcharge on refuse entering the County of Sonoma's waste disposal system, which the County of Sonoma collects and remits to Agency. In addition, the Agency receives all revenues accruing in connection with the composting of wood and yard waste from Members. This financing arrangement shall continue until such time as Agency approves and fully implements an alternate financing mechanism.
- B. The Agency may issue bonds or other evidences of indebtedness as authorized by the Act including, but not limited to, revenue bonds, bond anticipation notes, certificates of participation, and lease purchase agreements, hereinafter collectively referred to as "Bonds," in order to obtain funding that may be required to finance the acquisition of real property, the construction of facilities, the acquisition of vehicles and other capital equipment, and other obligations as determined by the Board. The power of the Agency to issue Bonds shall only be exercised upon the approval and authorization by unanimous vote of the Board of Directors. Bonds may be issued in more than one series and shall be sold by competitive bidding or by private sale, to the extent permitted by law, and shall not constitute a debt, liability, or obligation of any Member to this Agreement. The services of bond counsel, financial consultants, and other consultants and advisors may be used by the Agency in connection with the issuance and sale of Bonds. The fees and expenses of such counsel, consultants, and advisors shall be paid from the proceeds of the sale of Bonds.
- C. To the extent not covered by the duties assigned to a trustee appointed under any resolution of the Board authorizing the Agency's issuance of Bonds, the Agency Treasurer shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles or by the provisions of any resolution authorizing the Agency's issuance of Bonds. The books and records of the Agency maintained by the Executive Director or Treasurer shall be open to inspection at all reasonable times by representatives of the Members.
- D. Any trustee appointed under any resolution or indenture that authorizes the issuance of Bonds by the Agency shall be required to establish suitable funds, furnish financial reports, and provide appropriate accounting procedures to carry out the provisions of said resolution or indenture and this Agreement.
- E. The Agency may set fees or charges for the services it provides to any non-Member, other entity or person who wants to participate in any Agency program.

## **SECTION IX. AGENCY FUNDS**

- A. Until such time as the Agency Board determines otherwise, the Treasurer of the County of Sonoma shall assume the duties required by the laws of the State of California, including the duties described in Section 6505.5 of the California

Government Code on behalf of the Agency. The Agency shall reimburse the County of Sonoma for the cost of fulfilling these duties.

- B. Until such time as the Agency Board determines otherwise, the Auditor of the County of Sonoma shall prepare a financial statement of the Agency's accounts, records and financial affairs for the preceding fiscal year. The Agency shall reimburse the County of Sonoma for the cost of performing such audit.
- C. The Agency's Executive Director is hereby designated as the person responsible for the monies and property of the Agency.

## **SECTION X. AGENCY'S EXISTING AND CONTINUING PROGRAMS**

### **A. Composting Program**

Agency operates a Program at the Central Landfill for the composting, primarily of wood and yard waste, ("Composting Program"). The Agency separately contracts with an operator to process the materials delivered to the site from any source within Sonoma County. The Composting 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, until modified by the Agency Board. Members shall continue to cause wood and yard waste generated within their jurisdictions to be delivered to the Composting Program. Agency shall continue to have the right to dispose of any useable product resulting from the Composting Program as Agency sees fit and in accordance with any contract(s) it may have with an operator. If Agency is unable to dispose of any product of the Composting Program to third parties, each Member agrees to pick up, transport and take back the remaining product in proportion to the amount that Member delivered to the Composting Program site.

### **B. Household Hazardous Waste Program**

Agency operates a Program at the Central Landfill for the collection and storage of household hazardous waste, as defined by the California Public Resources Code ("HHW Program"). 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 Agency, and from members of the public who are residents of a Member agency. HHW generated by small quantity generators will be accepted, but shall be financed entirely by the generators using the service. The HHW 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, until modified by the Agency Board.

### **C. Education for those Using the Agency's Services**

The Agency provides information and education to those using the Agency's services ("Education Program") in order to maximize use of the Agency's programs and further the purpose and goals of the Agency. The Education 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, until modified by the Agency Board or Executive Director.

D. Regional Planning

The Agency is a Regional Agency pursuant to Section 40971 of the California Public Resources Code and the Integrated Waste Management Act. All Members are deemed to be Members of the Regional Agency. The Agency is and shall be responsible for creating, updating and maintaining all required or mandated regional planning documents.

**SECTION XI. COUNTY'S EXISTING AND CONTINUING OBLIGATIONS**

- A. In addition to the obligations of the Members elsewhere specified in this Agreement, the County of Sonoma agreed in the Original Agreement to provide the following support and subsidies to the Agency:
1. A site, free of charge, at the Central Landfill for the purpose of household hazardous waste collection and storage, referred to as the HHW Program.
  2. A site, free of charge, at the Central Landfill for the composting, primarily of wood and yard waste, referred to as the Composting Program.
- B. Such support and subsidies shall continue until the earlier of either: a) the Agency notifying the County of Sonoma that it no longer requires such site or sites and vacating the site or sites; b) the expiration of the Original Agreement, February 11, 2017; or c) the date of termination of the Original Agreement.***
- C. Should operations cease on either or both of the HHW and Composting Program sites, the Agency shall have no further right to use the site or sites on which operations ceased. If Agency ceases to use either or both sites, the Agency, at its expense, will return the site or sites to the County in a substantially similar condition as when Agency first began using the site or sites and with the exception of any improvements, which are or shall become the property of the County of Sonoma. Should the County of Sonoma require, the Agency will provide for and pay for monitoring tests at the site(s).
- D. Agency may contract with the County of Sonoma, or any other Member, for provision of services and property, including, but not limited to, rent for office or other space, staffing of Agency with County or the Members' employees, and telecommunication and information system services.

**SECTION XII. AGENCY'S EXISTING ASSETS, LIABILITIES AND OBLIGATIONS**

All assets, liabilities, obligations, contracts, agreements, accounts, real and personal property belonging to or incurred by the Agency at the time just prior to the Effective Date of this Agreement shall not change by virtue of the execution of this Agreement and shall remain as they existed just prior to the Effective Date of this Agreement.

The Agency has and shall continue to maintain liability insurance of at least two million dollars for as long as this Agreement is in effect and for at least one (1) year thereafter. This insurance shall name each of the Members as additional insured for any liability arising out of Agency's

activities. The amount of insurance may be adjusted up or down as the Agency Board determines is appropriate. Agency may elect to establish a self-insurance program.

**SECTION XIII. GENERAL PROVISIONS**

A. Notices.

Any notices required or authorized to be given under this Agreement must be in writing and must be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Executive Director of the Agency and to the City Clerk, Town Clerk or County Clerk of each of the Members at their respective addresses set forth below:

If to the Agency: Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403  
Attn. Executive Director

If to the City of Cloverdale: City of Cloverdale  
124 N. Cloverdale Blvd.  
Cloverdale, CA 95425  
Attn. City Clerk

If to the City of Healdsburg: City of Healdsburg  
401 Grove Street  
Healdsburg, CA 95448  
Attn. City Clerk

If to the Town of Windsor: Town of Windsor  
9291 Old Redwood Highway, Suite 400  
Windsor, CA 95492  
Attn. Town Clerk

If to the City of Santa Rosa: City of Santa Rosa  
100 Santa Rosa Avenue  
Santa Rosa, CA 95404  
Attn. City Clerk

If to the City of Sebastopol: City of Sebastopol  
7120 Bodega Avenue  
P.O. Box 1776  
Sebastopol, CA 95473  
Attn. City Clerk

If to the City of Rohnert Park: City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928  
Attn. City Clerk

If to the City of Sonoma: City of Sonoma  
No. 1 The Plaza  
Sonoma, CA 95476  
Attn. City Clerk

If to the City of Cotati: City of Cotati  
201 W. Sierra Avenue  
Cotati, CA 94931  
Attn. City Clerk

If to the City of Petaluma: City of Petaluma  
11 English Street  
Petaluma, CA 94952  
Attn. City Clerk

If to the County of Sonoma: County of Sonoma  
575 Administration Drive, Room 100A  
Santa Rosa, CA 95403  
Attn. County Clerk

The Agency or any Member may designate a different address by giving notice to the Agency and to the other Members in accordance with the provisions of this paragraph.

- B. Governing Law. This Agreement is made and will be construed and interpreted in accordance with the laws of the State of California.
- C. Headings. The section and paragraph headings contained in this Agreement are solely to facilitate ease of reference and are not intended to define, limit, or describe the scope of any provision of this Agreement.
- D. Consent. Whenever any consent or approval is required by this Agreement, that consent or approval may not be unreasonably withheld or delayed.
- E. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by the governing bodies of all Members to this Agreement, either as required to implement any provisions of this Agreement, or for any other purpose.

- F. Enforcement Authority. The Agency is authorized to take any legal or equitable actions, including but not limited to injunctive relief and specific performance, as may be necessary to enforce this Agreement.
- G. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining provisions of this Agreement will not be affected by that determination.
- H. Successors. This Agreement is binding upon and inures to the benefit of the successors of the Members. No Member may assign any right or obligation under this Agreement without the prior written consent of the other Members.
- I. New Members. Upon approval by the Board and by the legislative bodies of each of the Members, additional public agencies may become Members of the Agency and parties to this Agreement.
- J. Execution in Counterparts. This Agreement may be executed by the Members in one or more counterparts, all of which will collectively constitute one document and agreement.
- K. Filing With Secretary of State. The Agency Executive Director is directed to file with the office of the California Secretary of State a notice of the adoption of this Agreement within 30 days after its Effective Date, as required by California Government Code Section 6503.5.

TO EFFECTUATE THIS AGREEMENT, each of the Members has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below the authorized signature.

**CITY OF CLOVERDALE**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**TOWN OF WINDSOR**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney

**CITY OF HEALDSBURG**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF SEBASTOPOL**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF SANTA ROSA**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF ROHNERT PARK**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF SONOMA**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF COTATI**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney



**CITY OF PETALUMA**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**COUNTY OF SONOMA**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Executive Officer – Clerk of the  
Board of Supervisors

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel



Agenda Item #: 7  
Cost Center: All  
Staff Contact: Mikus  
Agenda Date: 6/23/2014

ITEM: **Proposed Board Structure and Membership Options for the Draft of a New “Joint Powers Agreement”**

**I. BACKGROUND**

- The Board approved an initial draft of a new Amended and Restated JPA Agreement at the December 5, 2012 Agency meeting.
- The draft agreement was distributed to the Agency members for comment. Action on the agreement was delayed, in part, due to Board members wanting to examine the implementation of the County’s Master Operations Agreement.
- Subsequent discussions have included examining the makeup of the Board’s membership
- Board members’ time commitment is a challenge
- As the Agency has had increased involvement with policy-level subjects while still having to make a substantial number of technical and operational decisions, the Board’s makeup has shifted

**II. DISCUSSION**

Option 1 would be a two-tier setup:

- Board of elected officials from the members for policy and other major decisions
- Technical Advisory Committee (TAC) of members’ staff for the operating and technical issues
- The Technical Advisory Committee would be subordinate to the Board
- The two groups would meet every two months on alternating months
- The Board of elected officials would have representatives from each member
- Technical Advisory Committee would have 5 members on a rotation as explained further below

Technical Committee Membership:

- Under the assumption that all 10 of the current members elect to move forward with the Agency, the members would be divided by population size into two divisions
  - There would be 4 large jurisdictions: County, Santa Rosa, Petaluma, and Rohnert Park
  - There would be 6 small jurisdictions: Cloverdale, Cotati, Healdsburg, Sebastopol, Sonoma, and Windsor.
- By an initial random draw, the members would be placed into 4 groups:
  - Group A would have one large member and one small member for a total of 2
  - Group B would have one large member and two small members for a total of 3
  - Group C would have one large member and one small member for a total of 2
  - Group D would have one large member and two small members for a total of 3

- At the start the Technical Advisory Committee would consist of the members’ representatives in Group A, who would serve for a year, and the members’ representatives from Group B, who would serve for 2 years.
- At the end of the first year Group A would be succeeded by Group C, who would then serve 2 years.
- At the end of the second year Group B would be succeeded by Group D, who would serve 2 years.
- At the end of the third year Group C would be succeeded by Group A, who would serve for 2 years, thus establishing the rotation among the members.
- Basically each member’s representative would serve on the Committee two years, and then be off two years. The overlap of changing approximately half the TAC members every year provides continuity.

Option 2 would be to *maintain the current format*:

- Board meets monthly
- Membership is either elected official from a member, or employee/staff of member
- Members appoint one Board member and one Alternate Board member

Option	Advantages	Disadvantages
<b>Two-Tier System</b>	Reduced time commitment for all serving Board or Technical Committee members	It is new to this Agency, so would be unfamiliar
	Divides subject matter responsibility by expertise (technical analysis and recommendations) and decision making level (Electeds who make policy and deal with political issues). <b>This would allow the time of all participants to be used as effectively as possible.</b>	Somewhat more complex
	Technical advisory continuity	
	Technical and policy representation by all jurisdictions	
<b>Current Format</b>	Simplicity	Monthly time commitment
	Each member has latitude in making Board appointments	Mix of staff and elected Board members; may not be the most efficient use of elected and technical staff Board members’ time and resources. In Cities/County governing body discussions, staff makes recommendations for Council or Board members to make decisions. <b>This is the model that is most familiar and functional in Cities and Counties.</b>

### III. FUNDING IMPACT

No funding impact at this time.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board incorporate the Two-tier option into the New JPA Agreement

**V. ATTACHMENTS**

None

Approved by:  6/18/2014  
Henry J. Mikus, Executive Director, SCWMA

Name	Year Formed	Purpose	Membership: Number and Composition	Governing Board Membership (elected, staff, combination)	Voting Rules	Duration (sunset clause, perpetual)	Funding Source
Marin Clean Energy (MCE)	2008	MCE is a public, not-for-profit electricity provider that runs a Community Choice Aggregation program, giving customers the choice of having their electricity supplied from renewable energy. It also seeks to develop a range of energy efficiency programs.	The County of Marin and 12 municipalities.	The Board of Directors consists of one director for each member of the JPA. Each member appoints a director (no term limit). Board may establish an executive committee and advisory commissions.	Rules depend on subject matter: (1) CCA Program - voting shares reflect energy use; (2) General Administrative - one vote per member; (3) Non-CCA Programs Requiring Financial Contributions - majority vote of the full membership of the Board subject to the right of any Party who votes against the program to opt-out of such program.	Perpetual	Initial funding by County of Marin. Program costs recovered through charges to CCA customers receiving electric services. See Article 6.3.2.
Marin Emergency Radio Authority (MERA)	1998	Provide and operate a Public Safety and Emergency Radio system	1 county, 11 city/town, 14 special district agencies (e.g. fire protection districts, water district, community services district, among others).	Split structure: The Governing Board consists of one member of the governing body or the chief administrative officer or a designee of each of the members. An Executive Board consisting of 9 members manages the day to day affairs.	A majority of the members of the Governing Board constitutes a quorum for the transaction of business. The Executive Board requires upon an affirmative vote of five voting members.	Perpetual.	Lando formula contribution of members, which apportions costs based on agency type, population and area.
Marin Telecommunications Agency (MTA)	1998	To negotiate and administer cable television for its member agencies.	Marin County and 10 municipalities.	The Board of Directors consists of one director for each member of the JPA.	Majority of quorum to approve any action, except certain actions require at least 6 affirmative votes: enactment of ordinances, approval of budget, initiation of litigation, & assumption of debt.	Sunset 12/31/27	Franchise Fees
San Luis Obispo County Integrated Waste Management Authority (SLO – IWMA)	1994	Solid waste management and waste diversion goals, including operation of landfill.	San Luis Obispo County and 7 cities located within the County	Appointed per procedures of governing bodies of each member agency; 5 from SLO County and 1 each from the 7 member municipalities. Members elect Pres. & V-P of Board for 1 yr. term (Sec. 7)	Quorum requires a majority of representatives, including one County representative. Majority vote required to take action, except any member can demand that 8 affirmative votes will be required for a particular action.	Perpetual	Tipping Fee Surcharges
Alameda Stop Waste (successor agency to Alameda County Solid Waste Management Authority)	1990	Administer solid waste management plan.	County of Alameda, each of the fourteen cities within the county, and two sanitary districts.	One board member from each of its agency members. (No term limit.)	2/3 <sup>rd</sup> Majority; each member agency has 1 vote, except City of Oakland (3 votes) and County of Alameda (2 votes)	Perpetual	User Fees
Central Contra Costa Solid Waste Authority	1990	Solid waste management.	Five municipalities and the Central Contra Costa County Sanitary District	Board of Directors includes two representatives from each Member Agency	Majority of quorum to approve any action, except certain actions require at least 2/3 vote, for example adding new members, JPA amendments.	Perpetual	Facility or other fees
West Contra Costa	1995	Waste processing services of the franchised waste stream in West Contra Costa County (landfilling, recyclables processing, composting and HHW) and implementation of AB939 programs.	Contra Costa County and 5 cities		Majority, certain actions require a 2/3 vote. All members have 1 vote, except the County which shall be a non-voting member	Perpetual	
San Mateo	1995	Owning, financing, administering, and operating regional Facilities and for administering rates for Solid Waste and diversion programs	12 members including the County, Cities and Districts	Elected	2/3 of quorum; members have one vote. Signatures shall not be required on any effective amendment by those Members, if any, who did not approve the amendment; however, such Member shall nonetheless be bound by the amendment	12/31/2019, or such further period of time necessary to repay any revenue bonds issued by Agency.	Facility user fees

Name	Year Formed	Purpose	Membership: Number and Composition	Governing Board Membership (elected, staff, combination)	Voting Rules	Duration (sunset clause, perpetual)	Funding Source
Santa Clara- West Valley Solid Waste Management	1997	Solid waste management.	Four cities	Elected	Each Board member shall have one vote. All actions undertaken by the Board must be approved by a majority vote, provided a quorum exists. Amendments require a 2/3 vote.	Perpetual	
SMART District	2003		12 members including Counties, Cities and Districts	Elected	Majority with quorum		Tax, grant, measures
Sonoma Clean Power	2012	AB 32 Compliance, study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs,		Directors may be (but need not be) members of the Board of Supervisors or members of the governing board of any municipality or county electing to participate in the Program.	Each Director shall have a voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100. 4.7.3. Approval Requirements Relating to CCA Program. Except as provided in Sections 4.7.4 and 4.7.5 below, action of the Board shall require the affirmative vote of a majority of Directors.	Perpetual	Customer fees
Library	2014	Operating, managing, and administering the integrated free public library system	Cities, County	Appointed Commissioners	The affirmative vote of at least a majority of the Commissioners attending a meeting is required for the Commission to take any action. However, a 2/3 vote of all duly-appointed Commissioners is required for those actions expressly identified in Section VI.A.5 (Bonds) of this Agreement, and a vote of at least a quorum of all duly-appointed Commissioners is required for any of the following actions: (1) approval of the budget; (2) approval of collective bargaining agreements; (3) approval of new regional branch libraries; (4) decisions to incur debts from public or private lending sources that do not otherwise require a 2/3 vote; and (5) adoption or revision of bylaws.	Perpetual	Tax, grants, gifts
Redwood Empire Dispatch Communications Authority	2002	Fire and EMS Dispatch Consolidation	50+ Cities, County, Districts (Except Cloverdale, Rohnert Park)	Elected or Appointed	Majority; unless supermajority or unanimous vote is required	Perpetual	Membership assessment fee
Sonoma County Public Safety Consortium	2008	Operates and maintains the public safety communications and data management system	9 members including 7 Cities, the County, and 1 Districts	Combination (City Managers, SRJC President + designees	Majority	Perpetual	Fee assessed to Members, Grants



Agenda Item #: 8  
Cost Center: All  
Staff Contact: Mikus  
Agenda Date: 6/23/2014

ITEM: **Time Line Considerations for Key Decisions**

**I. BACKGROUND**

Several projects and items under discussion have interrelated time lines, particularly regarding decision points and how they impact each other. These are the Agency “sunset” in 2017 and possible renewal, the site selection and construction of a new compost facility, and the “Zero-Discharge” requirement for the current compost site.

**II. DISCUSSION**

The most immediate time frame is the October 1, 2014 “Zero-Discharge” compliance date, with our planned decision points on either constructing a storm contact water holding pond or shutting the site and doing out-haul of compost materials set for the August 20, 2014 Board meeting. ***However, it has become clear that in addition to building a storage pond or doing outhaul, a third key component to a truly effective “Zero-Discharge” strategy is construction of a new, properly engineered Zero Discharge compost facility.***

The new site selection process has been ongoing; thus far a Final EIR has been completed, and two sites are in consideration. These are the Central Site Alternative on the landfill property, and Site 40 east of Petaluma. The Board has been discussing financial and practical aspects in addition to the EIR conclusions prior to making a site selection and certifying the EIR. At the recent May Board meeting a consulting engineering firm was selected to analyze the Central Disposal Site (the environmentally preferable alternative, as identified in the EIR), including preliminary engineering design with accurate construction cost estimates and analysis of storm contact water solutions, to ensure its viability. This work is due for completion in early October with a report to be presented at the October Board meeting. If the report concludes the site is viable, the Board may select the site and certify the EIR at its November meeting. Once the site selection and EIR certification is complete, the Agency would follow a competitive procurement process to select a contractor to design, permit, build, and operate the new site. ***However, because of the total cost to develop a new site, the contract term would need to be long enough to enable amortization of costs to a reasonable annual amount. With the current Agency “sunset” at less than three years, entering into a long term contract is impossible.***

**Thus in order for the Agency to make a new site the ultimate solution for “Zero-Discharge”, and in order for site construction and operation to be financially feasible, the Agency future must be determined, and as soon as possible.**

**III. FUNDING IMPACT**

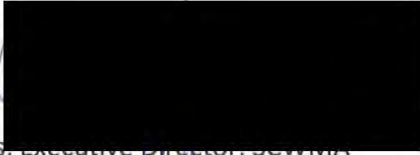
No funding impact at this time.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board move the decision process on the Agency beyond 2017 forward by "calling the question" and moving the topic to discussions and decisions by the Agency member jurisdictions.

**V. ATTACHMENTS**

None

Approved by:   
Henry J. Mikus, Executive Director, SEWANA