



MEETING OF THE BOARD OF DIRECTORS

July 16, 2014
SPECIAL MEETING
CLOSED SESSION PRIOR TO REGULAR MEETING
8:00 a.m.

Regular Meeting at 9:00 a.m.
(or immediately following closed session)

*City of Santa Rosa Council Chambers
100 Santa Rosa Avenue
Santa Rosa, CA*

*Teleconference location:
Susan Harvey, City of Cotati
5970 Riverview Road
Mackay, ID 83251*

Meeting Agenda and Documents

SONOMA COUNTY WASTE MANAGEMENT AGENCY

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Note: This packet is 59 pages total



SONOMA COUNTY WASTE MANAGEMENT AGENCY

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July 16, 2014

SPECIAL MEETING

CLOSED SESSION PRIOR TO REGULAR MEETING 8:00 a.m.

Regular Meeting at 9:00 a.m. (or immediately following closed session)

Estimated Ending Time 11:30 a.m.

City of Santa Rosa Council Chambers
100 Santa Rosa Avenue
Santa Rosa, CA

Teleconference location:
Susan Harvey, City of Cotati
5970 Riverview Road
Mackay, ID 83251

***** UNANIMOUS VOTE ON ITEMS #9, and #10 *****

Agenda

- | <u>Item</u> | <u>Action</u> |
|---|---------------|
| 1. Call to Order Regular Meeting | |
| 2. Open Closed Session | |
| 3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
GOVERNMENT CODE SECTION 54956.9(d)(2) and (e)(5) | |

Letter received on June 17, 2014 from Lozeau Drury representing RENALE.
The letter contains a 60 day notice of intent to file suit under the Clean Water Act

related to the compost facility at the Central Landfill. The letter is available for viewing at Agency offices.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
GOVERNMENT CODE SECTION 54956.9(d)(2) and (e)(5)

Threat of Litigation made by Roger Larsen on May 19, 2014 between 10:00 - 10:30 am at Happy Acres neighborhood east of the Compost Facility at the Central Landfill. The threat of litigation was made to Henry Mikus and Patrick Carter and concerned, in part, the construction of a new holding or retention pond at or near the Compost Facility. A contemporaneous record of this threat of suit was made by Henry Mikus and is available for viewing at Agency offices.

4. Adjourn Closed Session
5. Agenda Approval
6. Public Comments (items not on the agenda)

Consent (w/attachments)

Discussion/Action

- 7.1 Minutes of May 21, 2014 Regular Meeting
- 7.2 Minutes of June 23, 2014 Special Meeting

Regular Calendar

- | | | |
|-----|--|--|
| 8. | Compost Zero Discharge Project Update
[Mikus](Attachments) | Discussion/Action
Organics |
| 9. | Compost Zero Discharge Ponds Consolidation
[Mikus](Attachments) | Unanimous Vote
Organics |
| 10. | Sonoma Compost Agreement First Amendment
[Carter](Attachments) | Unanimous Vote
Organics |
| 11. | Recycling Market Development Zone Renewal
[Carter](Attachments) | Discussion/Action
Planning |
| 12. | <u>Attachments/Correspondence:</u> | |
| | 12.1 Reports by Staff and Others: | |
| | 12.1.a July 2014 and August 2014 Outreach Events | |
| | 12.1.b Reusable Bags Event | |
| | 12.1.c Draft Amended JPA Agreement | |
| 13. | Boardmember Comments | |
| 14. | Staff Comments | |

15. Next SCWMA meeting: August 20, 2014

16. 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

Date: May 21, 2014
To: SCWMA Board Members
From: Henry J. Mikus, SCWMA Executive Director



Executive Summary Report for the SCWMA Board Meeting of May 21, 2014

Item 3: The Board met in Closed Session to discuss “Anticipated Litigation”.

Item 7: The Consent Agenda contained six items: the Minutes of the April 16, 2014 regular Board Meeting; the 3rd Quarter Financial Report; Spanish Language Outreach Contract extension to Feb. 2017 with C2 Alternative Services; the FY 12-13 Financial Audit; Design Reimbursement to Republic Services; and a Consultant (DEI) Contract Extension; *all were approved on a unanimous vote.*

Item 8: HHW Contract: We have worked to rebid all our contracts for ongoing services/operations, and the HHW contract was the last one. Clean Harbors was selected as the HHW operator through Feb. 2017. *This was approved by a unanimous vote.*

Item 9: Compost Zero Discharge Pond Project: To further the progress to achieve “Zero-Discharge” of compost contact water, the Board approved several actions: preparation of a plan with timeline for achieving “Zero-Discharge” including construction a new compost contact water pond and as an alternative outhaul of all compost materials; pursue obtaining requisite permits; have Tetra Tech BAS fine-tune pond design drawings suitable for public procurement; conduct the bid process for pond construction; corresponding with NCRWQCB to signal Agency intent to achieve “Zero-Discharge” but also request relief from the October 1, 2014 compliance date and associated fines; conduct a procurement process for outhaul services such as trucking and gate/tip fees at outside facilities; and authorize staff a not to exceed limit spending amount of \$100,000 for contingency items. *This was a unanimous vote.*

Item 10: Engineering Consultant Selection: Compost site: Tetra Tech BAS was selected to do engineering work related to the prospective new compost site at Central; main scope items are preliminary design drawings and a construction cost estimate. *This was a unanimous vote.*

Item 11: Compost Site License Amendment: The First Amendment to the Site License with the County for the compost facility, adding the area slated for construction of the new pond, was approved.

Item 12: Agency Service Delivery Evaluation Report: As part of the Strategic Planning discussions by the Board with the focus on the Agency future beyond 2017, R3 Consultants gave a report evaluating Agency core functions and examined alternate service delivery methods.

Item 13: Administrative Penalties Resolution: Fines: The formal fine structure to accompany the recently adopted Administrative Penalties Ordinance was approved.

Item 14: Attachments/Correspondence: The attachments were the May & June 2014 Outreach Calendar, an Update Report on the Mandatory Commercial Recycling Outreach Project (MCR-3), a “letter of support” on AB 2284 (state EPR related legislation on batteries), and a letter from Sonoma Compost Company withdrawing their contract amendment request.

**SCWMA Board Meeting
Strategic Planning Session
Santa Rosa, CA
June 23, 2014**

**Meeting Summary:
Agreements and Action Items**

Meeting Objectives

- Reach agreement on next steps for deciding to renew the Agency or transition its Feb., 2017 sunset
- Agree on the primary voting, board membership, and name options.
- Review and flag potential concerns about the draft of the Agency amendment/restatement draft.
- Agree on a timetable for calling the question of the Agency's future in member jurisdictions.

Action Items and Decisions

- Agency Counsel, Janet Coleson - Revise draft of an amendment to the current JPA agreement, incorporating today's decisions, and get to Board by July.

Timetable for calling the question in jurisdictions.

- Goal is to make every effort to complete the amendment before new elected(s) come onto the Board in November, recognizing that doing so may not be possible. Majority Board did not want to repeat the same conversations in Jan./Feb with a new set of Board members.

Agency name

- Remains the same.

Changes to JPA Agreement

- Amend the agreement, do not go forward with a totally new agreement.

Length of new JPA agreement

- Perpetual

Governance will be two-tier:

- Agency Board will be comprised of electeds, one representing each jurisdiction.
- Technical Advisory Group will be comprised of staff members who advise the Board.
- Meeting frequency of each group to be determined, as is practical for getting work done.

Core functions

- Amended agreement should cover all four core functions that exist today. It should specify that the Board reserves the right to assign compost out by Board resolution. The Board does not want to have to take an amendment to individual jurisdictions to make this change should they decide to relinquish compost responsibility at a later point.

Voting model

- Simple majority for all decisions except:
 1. Purchase of real property.
 2. Decisions to incur debt from public or private lending sources greater than \$250,000.
 3. Adoption of the annual budget.
 4. Adoption of additional core programs.
 5. Expenditure of funds greater than \$250,000.
 6. Amendment of the JPA agreement.
- Super-majority vote of $\frac{3}{4}$ of the members (8 of 10) required for the 6 items above

The ability to opt out of programs is in the current agreement, due to an amendment. This same language needs to go in the new agreement. This is a separate issue from voting.

Elephants in the Room - Identified by Individuals for Board Discussion/Consideration

1. Is Agency equipped, e.g., staff, expertise, to be in compliance with all of the regulations on compost and be able to manage the operations?
2. Could anyone else do the same quality work at the same cost?
3. Would Board want to make an amendment by all jurisdictions to change compost as a core function?



To: Sonoma County Waste Management Agency Board Members

From: Henry Mikus, Executive Director

Subject: July 16, 2014 Board Meeting Agenda Notes

Please Note: There is a "Closed Session" discussion scheduled for 8:00 AM with the regular meeting to follow at the normal 9:00 AM start time.

Consent Calendar

These items include routine financial and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair.

- 7.1 **Minutes of the May 21, 2014 Board Meeting:** regular approval.
- 7.2 **Minutes of the June 23, 2014 Special Board Meeting:** regular approval.

Regular Calendar

- 8. **Compost Zero Discharge Project Update:** Staff and its consultant, Stu Clark, have been putting together a Zero Discharge Plan for the NCRWQCB; it is intended to submit the plan by July 11, 2014. All stakeholders, including County staff, Republic, and Sonoma Compost will have reviewed the plan prior to submittal. The new large pond design is complete, and is being used for CEQA analysis and for a competitive bid package for construction. Part of the CEQA work has been much dialogue with the US Fish & Wildlife Service to find the correct path for California Tiger Salamander mitigation, which now appears to be a Habitat Conservation Plan with purchase of mitigation credits. Much attention has been put towards interim measures to reduce the volume and improve quality of the water draining off the site. These include consolidating the two small compost ponds into a single larger capacity structure, and reducing the compost work area to decrease the amount of compost contact water generated.
- 9. **Compost Zero Discharge Ponds Consolidation:** staff will be requesting authorization for funding to consolidate the two small compost sediment ponds into a single larger pond with approximately double storage capacity for storm contact water. Also, the request will be made to use "design-build" for the work in order to finish before the next rainy season.

10. **Sonoma Compost Agreement First Amendment:** The Zero-Discharge plan effort has shown that reducing the compost work are would significantly reduce the amount of storm contact water that needs to be dealt with. The most direct way to accomplish this is by using a new windrow turning machine that more efficiently uses space, for a 15 to 20% improvement. Staff and Sonoma Compost (SCC) are proposing a contract amendment that would eliminate the revenue sharing provision allowing SCC to use future potential revenues to pay for the new equipment. There is no increased per ton payment to SCC in this amendment.
11. **Recycling Market Development Zone Renewal:** Sonoma County participates in a CalRecycle program to encourage use of recycled materials as feedstock. This program, the Sonoma/Mendocino/Lake RMDZ, is up for renewal. SCWMA, by resolution, can act for the renewal on behalf of our member jurisdictions to expedite the renewal process.
12. **Attachments/Correspondence:** Other than the Director's notes, there are several items this month presented under "Reports by Staff and Others":
 - 13.1.a **Outreach Events Calendar:** This is our regular, updated listing of Outreach Events listing events planned for July and August 2014.
 - 13.1.b **Reusable Bags Roll Out Event July 23, 2014:** Approximately half the reusable bags being manufactured for SCWMA as part of the Single Use Carryout Bag Ordinance outreach program are to be produced by a local firm. A "kick-off" event to mark this program and its contribution to local jobs has been set to be held July 23, 2014 at the company's Santa Rosa facility. This informational report contains information and background for the event.
 - 13.1.c **Draft Amended JPA Agreement:** At the June Special Board Meeting, held as a Strategy Session, the Board requested that the SCWMA member jurisdictions review, discuss, and approve an amendment to the original 1992 JPA Agreement whose significant changes were to resolve the impending SCWMA sunset date of February 2017 by extending SCWMA in perpetuity, altering the voting requirement by setting a $\frac{3}{4}$ super majority rather than unanimous vote for a list of specific "major" items, and establishing a two-tier governance structure with a Board of Directors of elected officials and a next level Technical Advisory Committee comprised of members' staff. The Amendment has been put together to reflect the Board's direction, and is now available for discussions by members' governing bodies.



Minutes of May 21, 2014 Meeting

The Sonoma County Waste Management Agency met on May 21, 2014, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California

Present:

City of Cloverdale
City of Cotati
City of Healdsburg
City of Petaluma
City of Rohnert Park
City of Santa Rosa
City of Sebastopol
City of Sonoma
County of Sonoma
Town of Windsor

Bob Cox
Susan Harvey
Jim Wood
John Brown
John McArthur
Jake Ours
Sue Kelly
Steve Barbose
Susan Klassen
Debora Fudge

Staff Present:

Counsel
Staff

Janet Coleson
Henry Mikus
Patrick Carter
Lisa Steinmann
Karina Chilcott

Clerk

Rebecca Lankford

1. Call to Order

The meeting was called to order at 9:02 a.m.

2. Open Closed Session

3. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Government Code Section 54956.9 (a), (d)(2), & (e)(1)
One Case

4. Adjourn Closes Session

5. Agenda Approval

There were no changes to the Agenda.

6. Public Comments (items not on the agenda)

Pam Davis, Sonoma Compost Company, stated that the company was withdrawing their request for a contract amendment that would have allowed for the purchase of new equipment.

7. **Consent** (w/attachments)
7.1 Minutes of April 16, 2014
7.2 FY 13-14 Third Quarter Financial Report
7.3 Spanish Language Outreach Contract
7.4 FY 12-13 Financial Audit
7.5 Design Reimbursement: Republic Services
7.6 Consultant Contract Extension

John Brown, City of Petaluma, Sue Kelly, City of Sebastopol and Jim Wood, City of Healdsburg, abstained from the vote of Item 7.1 the Minutes of April 16 2014, due to their absences.

Susan Harvey, City of Cotati, moved to approve the Consent Calendar. John McArthur, City of Rohnert Park, seconded the motion. The motion passed with the noted abstentions.

7.1 Vote Count:

Cloverdale- Aye	Cotati- Aye
County- Aye	Healdsburg- Abstain
Petaluma-Abstain	Rohnert Park- Aye
Santa Rosa-Aye	Sebastopol- Abstain
Sonoma – Aye	Windsor- Aye

AYES -7- NOES -0- ABSENT -0- ABSTAIN -3-

7.2-7.6 Vote Count:

Cloverdale- Aye	Cotati- Aye
County- Aye	Healdsburg- Aye
Petaluma- Aye	Rohnert Park- Aye
Santa Rosa- Aye	Sebastopol- Aye
Sonoma – Aye	Windsor- Aye

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

Regular Calendar

8. **HHW Contract**

Lisa Steinman, Agency Staff, provided the staff report, noting the current HHW Contract with Clean Harbors is set to expire July 1, 2014. Ms. Steinman reported that the Board had directed Agency Staff to issue an RFP for the operation of the HHW Program, which was released March 4, 2014. The Agency received two proposals; one from PSC Environmental Services LLC (PSC) and Clean Harbors Environmental Services Inc (Clean Harbors). Ms. Steinman stated that based on the evaluation of the proposals as well as a cost analysis, Agency Staff recommends awarding Clean Harbors the contract for the Operation of the HHW Programs, and authorize the Chair to execute the Agreement.

Board Questions

None

Public Comments

Ken Wells, commented that PaintCare, a program for paint disposal, demonstrates the benefit of Extended Producer Responsibility and encourages the Agency to continue supporting EPR.

Board Discussion

Debora Fudge, Town of Windsor, expressed her pleasure in having rebid the Program contract. Ms. Fudge also noted that she was happy the costs provided by both contractors were relatively similar and well under the projected budget amounts.

Ms. Fudge, motioned to award Clean Harbors the Contract for the Operation of the Household Hazardous Waste Programs and authorize the Chair to execute the Agreement. Susan Klassen, County of Sonoma, seconded the motion.

The motion passed unanimously.

Cloverdale- Aye	Cotati- Aye	County- Aye	Healdsburg- Aye
Petaluma- Aye	Rohnert Park- Aye	Santa Rosa- Aye	Sebastopol- Aye
Sonoma – Aye	Windsor- Aye		

AYES -10-

NOES -0-

ABSENT -0-

ABSTAIN -0-

9. Compost Zero Discharge Pond Project

Henry Mikus, Agency Executive Director, reported Stu Clark, DEI Consultant, would be assisting him in presenting information regarding the Compost Zero Discharge Pond Project. Mr. Mikus reported that since the last meeting, initial CEQA analysis has indicated a potential impact on the California Tiger Salamander (CTS), which in turn makes CEQA compliance more time consuming, which will hinder the October 1, 2014 compliance date for the North Coast Regional Water Quality Control Board's (NCRWQCB) Zero Discharge Requirement. Mr. Mikus noted that due to these findings it may be advantageous for the Agency to become the lead Agency for CEQA. Mr. Mikus reported that Agency Staff have participated in multiple conversations with various personnel, Board Members, and staff regarding the new findings and its impact on the project as well as compliance. Mr. Mikus reported that the Agency has requested relief from the October 1, 2014 compliance date, however, the NCRWQCB has stated that prior to the consideration of any relief the Agency would be required to provide a plan to address the difficulties including timelines, milestones, interim measures and alternative plans. If relief is not granted Mr. Mikus stated he believe that the only viable option for obtaining zero discharge would be to outhaul 100% of the yard and wood waste. Mr. Mikus summarized what Agency Staff is seeking approval for:

- Prepare a plan and request that County PRMD continue CEQA work with a cost allocation for \$80,000
- Pursue the required Solid Waste Permit revisions
- Authorize TetraTech BAS to fine-tune the pond design, with a cost allocation of not to exceed \$20,000
- Authorize staff to conduct a RFP and obtain proposals for the construction of the pond and related expenses
- Authorize the submission of a letter to the NCRWQCB indication the Agency's intentions to process with the project, subject to CEQA determinations, cost effectiveness and relief given by the NCRWQCB
- Authorize staff to conduct the procurement process for out-hauling services
- Authorize fund allocation in the amount of not to exceed \$100,000 for, but not limited to: technical engineering for potentially reducing the compost site pad size, the usability of Pond 5, leachate pipeline use and additional pond uses

Board Questions

Mr. Brown noted that what Mr. Mikus has outlined as a course of action makes sense, however, he would like to know what would happen if the Agency simply did not operate compost until the issues are resolved.

Mr. Mikus responded that the compost program diverts about 100,000 tons of waste per year which would be sent to the landfill if not dealt with in another manner; which would likely violate AB939's 50% diversion rate requirement. Mr. Mikus also noted that landfill space is limited and not diverting 100,000 tons of material could pose significant issues for the operation.

Mr. Brown asked the meetings with the NCRWQCB have included the County.

Mr. Mikus responded affirmatively.

Mr. Brown inquired if there were any actions the Agency's member jurisdictions could take to help move the process along.

Mr. Mikus stated that the Compost Zero Discharge Project will be on the NCRWQCB's Meeting Agenda on June 19, 2013 and that it would be beneficial for any willing members to speak in support of the Agency.

Ms. Klassen asked for clarification regarding the requested funds, noting Mr. Mikus had stated the total as \$300,000, however, she only sees \$80,000 being requested for PRMD's services and \$20,000 for services provided by TetraTech BAS.

Mr. Mikus responded that some of the total costs were included in Consent Calendar Items, and, that the initial \$40,000 that was being requested was increased to \$100,000. Mr. Mikus noted that the \$300,000 figure is the total for all current expenditures towards the project.

Ms. Klassen clarified that the funding request for this item is \$200,000 with the other \$100,000 having already been addressed by another item.

Mr. Wood asked what the penalties would be for dropping below the 50% diversion rates set by AB939.

Mr. Mikus responded \$10,000 per day.

Mr. Wood asked what the anticipated timeframe for CEQA is.

Mr. Mikus responded that the best scenario would be about six months; the more likely scenario would be about one year.

Mr. Mikus also addressed the fact that the most expeditious manner of addressing the CTS finding is to purchase mitigation credits which will likely cost about \$910,000 at a one to one ratio with the cost of each acre being \$130,000.

Mr. Wood inquired about the possibility of covering the site as a way to address and/ or prevent discharge.

Mr. Mikus responded that covering the current sit is not practical as the base is cement treated and on top of trash, which is not structurally sound enough to support the needed columns for a roof.

Mr. Wood inquired if there are other methods available to cover the site.

Mr. Mikus replied that consideration had been given to covering just the windrows; Sonoma Compost Company had estimated the cost of materials for that at \$350,000; however, that option is seemingly impractical as the windrows are constantly being worked and would have to be uncovered and recovered which would be labor and time intensive. There are also no assurances from the NCRWQCB that it would be acceptable as there would still be a possibility of discharging contaminated contact water.

Mr. Wood asked if the option could be discussed with the NCRWQCB.

Mr. Mikus responded affirmatively.

Mr. Clark stated that the funding authorization staff is asking for will allow for the development of a plan that will likely address many of the questions being asked. Mr. Clark noted that conversations with the NCRWQCB have indicated that they are happy with what the Agency has done so far and have stated that shutting down the compost operation is not their intention.

Jake Ours, City of Santa Rosa, asked if there are currently any mitigation credits available and if they will be available when the Agency is ready to purchase them.

Mr. Clark responded that preliminarily there do appear to be sufficient credits available; however, he cannot say with any certainty that they will be available when the Agency is ready.

Public Comments

Roger Larson, Happy Acres, inquired if the Agency will have to spend \$1,000,000 to mitigate for every other impacted animal or plant addressed in the EIR.

Mr. Wood responded that is something that the additional studies being requested would determine and the information to answer the question is not known at this time.

Rick Downey, Republic Services, expressed concern about the NCRWQCB requiring a plan before they're willing to consider allowing for any deference or find reductions. He encouraged the Agency to go to the NCRWQCB as a group and make them commit to a plan under the idea that the Agency will meet all of the requirements and everything necessary by law to build the pond. Mr. Downey expressed that the NCRWQCB is in control of the project and to avoid changes late in development or construction it is essential to have them commit to a plan now.

Steve Barbose, City of Sonoma, asked if Mr. Downey had any additional suggestions for actions that have not already been proposed by Agency Staff.

Mr. Downey responded he does not, noting the site has been scoured for alternatives and the pond is the best solution for the problem. Mr. Downey did suggest reaching out to higher officials for support.

Alan Tose, Site 40 representative, stated that the proposed pond project is going to cost a lot of money and a significant amount of time with a lot of uncertainty, noting that not a single thing being addressed are issues at Site 40.

Board Discussion

Ms. Fudge echoed Mr. Downey's statements regarding the NCRWQCB, noting that her prior experiences have been similar to his with regards to ever-changing requirements. Ms. Fudge stated her apprehension about spending a lot of money planning for this project without any assurances.

John McArthur, City of Rohnert Park, asked for an overview of the plan and timeline milestones between now and October 1, 2014.

Mr. Mikus replied that a plan will be completed for presentation at the June 19, 2014 NCRWQCB meeting, other milestones which should be reached by August will be: the known cost of construction, clarity regarding CTS mitigation costs and known costs for 100% outhaul.

Mr. Clark stressed the important of having a plan completed to present at the June NCRWQCB meeting.

Mr. Brown inquired if the Agency has reached out for support from legislative delegates.

Mr. Mikus replied it has not.

Mr. Brown suggested the Agency pursue the support of legislative delegates.

Ms. Harvey noted that while Mr. Clark does not believe the NCRWQCB wants to force the closure of the compost site, they did not provide any leniency when it came to the landfill, which temporarily force the closure of the site and required outhaul of materials.

Mr. Clark stated he understood Ms. Harvey's concerns and noted the seriousness of the situation cannot be understated or minimized.

Ms. Harvey asked if the NCRWQCB will want to see the plan for new site selection in the plan present to them in June.

Mr. Clark responded that the NCRWQCB sees the selection of a new site as the best long-term solution; noting that while they may or may not require it as part of the Agency's proposed plan, it could be beneficial.

Ms. Klassen echoed some of the concerns made by Mr. Downey during Public Comment, noting that the NCRWQCB had stated it was not their intention to shut down the landfill, however, they did for five years. Ms. Klassen stated that the legislative delegates were helpful in obtaining some forbearance by the NCRWQCB and Waste Board in regards to capping the landfill while the County and Cities completed regional planning efforts; she noted the delegates are helpful and interested in these issues.

Mr. Wood expressed that he wants all of the NCRWQCB's expectations and requirements on the table upfront, with a commitment, to avoid changes and issues later on in the projects process.

Ms. Klassen motioned to accept staff's recommendations #1-#9 as presented in the Staff Report, with the amendment to #9, changing the amount from \$40,000 to \$100,000. Ms. Harvey Seconded the motion.

The motion passed unanimously.

Cloverdale- Aye
Petaluma- Aye
Sonoma – Aye

Cotati- Aye
Rohnert Park- Aye
Windsor- Aye

County- Aye
Santa Rosa- Aye

Healdsburg- Aye
Sebastopol- Aye

AYES -10-

NOES -0-

ABSENT -0-

ABSTAIN -0-

10. Engineering Consultant Selection: Compost Site

Mr. Mikus reported that a revised Scope of Work was distributed to the three firms whom had responded to the original RFP; all three firms responded and provided revised or reaffirmed cost estimates and timelines. Mr. Mikus noted that changes in the Scope of Work included focusing on the Central Disposal Site by developing detailed site plans and determining the usefulness of the proposed pond at the proposed new site. Mr. Mikus reported the response as follows: Always Engineering \$135,000 with a project duration of 21 ½ weeks; Brelje & Race \$139,000 with a project duration of 14 weeks; and TetraTech BAS \$105,093 with a project duration of 20 weeks. Mr. Mikus stated that based on the proposed cost and acceptable timeframe staff recommends the Board approve the selection of TetraTech BAS and direct staff to enter into an Agreement with them for the Compost Site Analysis as well as approving the appropriation transfer from the Organics Reserve.

Board Questions

Ms. Harvey asked if TetraTech BAS has indicated what is driving the additional six weeks of work over Brelje and Race's proposed timeline.

Mr. Mikus replied no, but that staff would make the inquiry.

Ms. Harvey noted that time will be of the essences in demonstrating progress to the NCRWQCB.

Mr. Brown asked to confirm that the analysis is to focus solely on the Central Landfill Site, as a matter of form he suggested revising the agreement title to specify the focus.

Mr. Ours asked in there are any tasks in contract that staff would need by the June NCRWQCB meeting.

Mr. Mikus responded that the analysis proposed in this contract directly affects the Agency's ability to select a new site but minimally addresses the zero discharge issues.

Mr. Wood inquired that staff does not believe the shorter project duration to be enough of an advantage to justify the additional costs proposed by Brelje & Race.

Mr. Mikus responded affirmatively.

Public Comments

Mr. Larson, stated the Board had just authorized \$300,000 in expenditures and are now being asked to authorize \$105,000 for a study that focuses on only one option being presented, not

both. Mr. Larson believes the proposed study is merely to justify using the Central Disposal Site, no matter the costs, risks, or effects.

Nea Bradford, asked when and why the Board selected the Central Disposal Site.

Mr. Wood responded to Ms. Bradford noting that the Board has not formally made a decision or selected a site.

Board Discussion

Mr. Brown motioned to approve Tetra Tech BAS to perform the compost site analysis engineering work, direct staff to enter into an agreement with Tetra Tech BAS, and approve the fund transfer from the Organics Reserve. Mr. McArthur seconded the motion.

The motion passed unanimously.

Cloverdale- Aye	Cotati- Aye	County- Aye	Healdsburg- Aye
Petaluma- Aye	Rohnert Park- Aye	Santa Rosa- Aye	Sebastopol- Aye
Sonoma – Aye	Windsor- Aye		
AYES -10-	NOES -0-	ABSENT -0-	ABSTAIN -0-

11. Compost Site License Amendment

Janet Coleson, Agency Counsel, provided a staff report presenting an Amendment to the Compost Site License. Ms. Coleson reported that the Amendment includes the addition of the land to be used for the proposed retention pond as well as clarifies an insurance requirement.

Board Questions

None

Public Comments

None

Board Discussion

Ms. Klassen asked if the Board should be more certain the pond project is going to proceed before approving modifications to the license agreement.

Mr. Mikus stated that he believes approving the modifications will be an important item to present to the NCRWCQB, as it indicated collaborative progress with the County. Mr. Mikus also noted that if from some reason the pond is not constructed the Board and County will be able to re-amend the Agreement.

Ms. Klassen asked if the wording of the License Agreement Amendment is to allow for the future pond should it be pursued after CEQA clearance, etc.

Ms. Coleson responded that the Amendment is not contingent on the ability to move forward with the proposed pond project, noting that if the pond is not built the additional acreage will still be included in the compost site footprint until it's modified.

Mr. Ours motioned to approve the final version of the First Amendment to the License Agreement with the County for the compost facility located on the Central Landfill property. Sue Kelly, City of Sebastopol seconded the motion.

The motion passed unanimously.

Cloverdale- Aye	Cotati- Aye	County- Aye	Healdsburg- Aye
Petaluma- Aye	Rohnert Park- Aye	Santa Rosa- Aye	Sebastopol- Aye
Sonoma – Aye	Windsor- Aye		

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

12. Agency Service Delivery Evaluation Report

Mr. Mikus reported that per Board direction staff tasked R3 Consulting Group (R3) with evaluating the Agency's core function with particular attention to whether they are required by regulation or law, if there are health or safety concerns if activities were curtailed or changed and finally what consequences may come from changes to the Agency's function. Once those objectives were completed R3 was asked to study what alternative service delivery options might be available for the Agency's functions. Mr. Mikus indicated that R3 staff would be addressing the Board and available for questions after the presentation as well as at the Strategic Planning Session on June 23, 2014. Mr. Mikus introduced William Schoen and David Pinter of R3.

Mr. Schoen stated that the objective of the evaluation was to look at the Agency's four core programs: Compost, HHW, Education and Reporting & Planning; then to determine what alternative might be available to provide those services and what cost savings may be available. Mr. Schoen identified some of the limitations of the study including that the information obtained was provided by the Agency and that the evaluation does not address Agency staffing, management or governance. Mr. Schoen provided a brief history of the Agency including formation and funding then went on to discuss the four core programs focusing on their impact to the health and wellness of residents as well as their legally mandated compliance. Mr. Schoen went on to discuss each core programs' current activities, potential alternatives and findings. Mr. Schoen noted that with limited exceptions the analysis indicates that member jurisdictions would likely not experience cost savings by pursuing alternative services.

Board Questions

Ms. Kelly asked if the numbers for Sebastopol provided in the report are for residents into the city limits or both within the city limits and unincorporated Sebastopol, noting that the 95472 zip code encompasses both.

Ms. Steinman responded that the information provided for the analysis was for the city limits, she indicated she would verify the information.

Ms. Harvey noted that the report indicated that private HHW disposal costs would likely be approximately \$120.00 per pick up; she asked if it's been the experience of other jurisdictions that, that cost becomes prohibitive in turn causing people to not dispose of the material properly.

Mr. Schoen responded affirmatively; noting that the harder or more costly it is to dispose of something properly the less likely people will do so.

Mr. Harvey stated that this would negatively impact the regional diversion goals.

Mr. Schoen concurred noting that not only would diversion rates be impacted but so would the health and safety of residents as hazardous materials are disposed of in unsafe and inappropriate ways.

Ms. Harvey asked if outreach were to be conducted by the franchised haulers if their costs would be higher than the Agency's.

Mr. Schoen responded that while he did not have exact figures he would expect them to be.

Mr. Harvey stated that from studies presented to SWAG that education is the best way to change people's habits.

Mr. Mikus stated the nearly 490,000 individuals have access to the Agency's education and outreach programs, which operates on a budget of approximately \$338,000, which equals a rate of \$.75 per capita annually. Mr. Mikus asked how that rate compares to other jurisdictions.

Mr. Schoen responded that it is a good value and provides a good level of service as everybody receives the same information and resources.

Ms. Fudge inquired if the HHW participation data provided in the report are just for drop-offs at the facility.

Mr. Pinter replied that the participation data includes the mobile rover and Community Toxics Collection events as well as drop-offs at the facility.

Ms. Fudge stated that the participation numbers alarm her. She noted that she believes the Agency's educational program looks the same year after year and that she would like to see some changes to increase community participation.

Public Comments

Mr. Clark addressed Ms. Fudge's concern about participation rates in her town by noting resident may make fewer trips throughout the year but that they may have more significant amounts. He suggested that less frequently trips equal larger loads while more frequent trips may equal smaller loads.

Board Discussion

Ms. Harvey stated she thought the information was good and important for the Board to know.

Ms. Harvey motioned to accept the "Evaluation of Current Activities and Service Delivery Options" report prepared and presented by R3 Consulting Group. Mr. Barbose seconded the motion.

The motion passed unanimously.

Cloverdale- Aye
Petaluma- Aye

Cotati- Aye
Rohnert Park- Aye

County- Aye
Santa Rosa- Aye

Healdsburg- Aye
Sebastopol- Aye

Sonoma – Aye

Windsor- Aye

AYES -10-

NOES -0-

ABSENT -0-

ABSTAIN -0-

13. **Administrative Penalties Resolution: Fines**

Ms. Coleson the resolution goes along with the Administrative Penalties Ordinance adopted earlier in the year by the Board. Ms. Coleson reported that the resolution will set the fines at \$100 for the first offense, \$200 for the second offense within one year and \$500 for the third and each subsequent offense within one year of the first offense. Ms. Coleson noted that warnings may be issued at the discretion of the Agency.

Board Questions

Ms. Harvey asked if there is intent to inform the Board when fines are issued.

Mr. Mikus responded affirmatively.

Public Comments

None

Board Discussion

Ms. Harvey motioned to approve the Resolution establishing the Administrative Citation Penalties. Mr. Barbose seconded the motion.

The motion passed unanimously.

Cloverdale- Aye

Cotati- Aye

County- Aye

Healdsburg- Aye

Petaluma- Aye

Rohnert Park- Aye

Santa Rosa- Aye

Sebastopol- Aye

Sonoma – Aye

Windsor- Aye

AYES -10-

NOES -0-

ABSENT -0-

ABSTAIN -0-

14. **Attachments/Correspondence:**

14.1 Reports by Staff and Others:

14.1.a May 2014 and June 2014 Outreach Events

14.1.b Update Report on MCR-3 Project

14.1.c Letter of Support AB 2284

14.1.d Withdrawal of First Amendment Request from Sonoma Compost Company

15. **Board member Comments**

Mr. McArthur asked for a copy of the R3 PowerPoint document presented to the Board.

16. **Staff Comments**

Mr. Mikus commented that MCR-3 has refocused to learning institutions and children; he commended Judith Hoffman for her work on the project.

Mr. Mikus thanked Agency Staff for their hard work and positive attitudes.

17. Next SCWMA meeting: June 23, 2014

18. Adjourn

The meeting was adjourned at 11:03 AM.

Submitted by
Rebecca Lankford

DRAFT



Minutes of June 23, 2014 Special Meeting

The Sonoma County Waste Management Agency met on June 23, 2014, at the City of Santa Rosa Utilities Field Operations Building, Room F, 35 Stony Point Road, Santa Rosa, California

Present:

City of Cloverdale
City of Cotati
City of Petaluma
City of Rohnert Park
City of Santa Rosa
City of Sebastopol
City of Sonoma
County of Sonoma
Town of Windsor

Bob Cox
Susan Harvey
Dan St. John
John McArthur
Jake Ours
Sue Kelly
Steve Barbose
Shirlee Zane
Debora Fudge

Absent:

City of Healdsburg

Staff Present:

Counsel
Staff

Janet Coleson
Henry Mikus
Patrick Carter
Lisa Steinmann
Karina Chilcott

Clerk

Rebecca Lankford

1. Call to Order

The meeting was called to order at 8:32 AM.

2. Opening Remarks: Sherry Lund, Meeting Facilitator

Ms. Lund distributed and discussed the Ground Rules for the meeting. Ms. Lund also discussed the history of the Agency's Strategic Planning Process, noting that it began in late 2013 with the intention of determining the Agency's future and then to deliberately and consciously plan for the future whether the Agency continues or not.

3. Public Comment (items not on the agenda)

None

4. Discussion regarding the July Board meeting

Henry Mikus, Executive Director, reported that while the Board has historically taken a month off during the summer, with discussions indicating July would be the preference this year, he believes a meeting will be essential for moving forward with achieving Zero-Discharge compliance.

Steve Barbose, City of Sonoma, motioned to approve holding a regular Board meeting on July 16, 2014. The motion was seconded by Susan Harvey, City of Cotati.

The motion passed unanimously.

Cloverdale- Aye	Cotati- Aye	County- Aye	Healdsburg- Aye
Petaluma- Aye	Rohnert Park- Aye	Santa Rosa- Aye	Sebastopol- Aye
Sonoma – Aye	Windsor- Aye		
AYES -10-	NOES -0-	ABSENT -0-	ABSTAIN -0-

5. Session Objectives and Consultant Observations

Objectives included: Reaching an agreement on next steps for deciding to renew the Agency or transition by February 2017; Reaching an agreement on the primary voting, board membership and name options; Review and note potential concerns about the draft of the Agency's amendment/ restatement draft; and, reach an agreement on an acceptable timetable for calling the question of the Agency's future to member jurisdictions.

Questions posed by board members included:

Is the Agency equipped, (e.g., staff, expertise) to be in compliance with all of the regulations on compost and be able to manage the operations?

Could anyone else do the same quality work at the same cost?

Would Board want to make an amendment by all jurisdictions to change compost as a core function?

6. Update to R3 Report

Richard Tagore-Erwin from R3 Consulting Group provided a follow up discussion to the Evaluation of Delivery Options of Agency Services Report that was presented at the May 21, 2014 meeting.

7. Proposal for Agency Dissolution/ Renewal Agreement

Amended agreement should cover all four core functions that exist today. It should specify that the Board reserves the right to assign compost out by Board resolution. The Board does not want to have to take an amendment to individual jurisdictions to make this change should they decide to relinquish compost responsibility at a later point.

Proposed Voting Options for the Draft of a New "Joint Powers Agreement"

Simple majority for all decisions except:

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

Super-majority vote of $\frac{3}{4}$ of the members (8 of 10) required for the 6 items above

The ability to opt out of programs is in the current agreement, due to an amendment. This same language needs to go in the new agreement. This is a separate issue from voting.

Proposed Board Structure and Membership Options for the Draft of a New "Joint Powers Agreement"

Governance will be two-tier:

Agency Board will be comprised of elected officials, one representing each jurisdiction.

Technical Advisory Group will be comprised of staff members who advise the Board.

Meeting frequency of each group to be determined, as is practical for getting work done.

The Board agreed that the length of a new JPA agreement should be perpetual.

Janet Coleson, Agency Counsel, will prepare and present a revised draft of an amendment to the current JPA agreement, with direction received today, at the July 2014 Board Meeting.

8. Proposed Timetable for Calling the Question

Goal is to make every effort to complete the amendment before new elected(s) come onto the Board in November, recognizing that doing so may not be possible. Majority Board did not want to repeat the same conversations in Jan/Feb with a new set of Board members.

9. Board member Comments

10. Staff Comments

17. Next SCWMA meeting: July 16, 2014

18. Adjourn

The meeting was adjourned at 12:16PM.

Submitted by
Rebecca Lankford



Agenda Item #: **8**
Cost Center: **Organics**
Staff Contact: **Mikus**
Agenda Date: **7/16/2014**

ITEM: **Compost Zero Discharge Project Update**

I. BACKGROUND

Via a letter dated March 18, 2014 to the County of Sonoma (as property owner and permit holder) the North Coast Regional Water Quality Control Board (NCRWQCB) established a requirement that the SCWMA Compost Facility located on the Central Landfill Property achieve "Zero-Discharge" status for the compost contact water from rain storms by October 1, 2014. Staff has been addressing this issue since, including via discussions with the SCWMA Board at the April, May, and June Board meetings.

At the May SCWMA Board meeting staff requested and received direction for several actions related to the "Zero-Discharge" project, including developing a plan for the NCRWQCB to accomplish getting the compost facility to a "Zero-Discharge" compliance status. The plan contains several parallel and alternate courses of action:

1. Construction of a new, very large holding pond with capacity to hold the entire rain season drainage from the compost site.
2. In case construction of such a pond proves infeasible, shutting the operation down and hauling inbound organics materials to alternate out-of-county sites for processing.
3. The true best means for providing a compost facility that operates under "Zero-Discharge" of compost contact water is to design and construct a new site with engineered controls inherent in its design for "Zero-Discharge".

II. DISCUSSION

The "Zero-Discharge" plan will have been submitted to the NCRWQCB by July 11, 2014. Prior to submittal the plan will have been reviewed by all stakeholders involved in the project, including County staff, Republic Services, and Sonoma Compost Company. Progress on various plan components since the last extended discussion at the May Board meeting is as listed below.

Pond Design and Construction: The Pond design is complete, and the design documents are being used to prepare a procurement solicitation package for construction bids. An accurate project cost estimate is being finished and is slated to be presented to the SCWMA Board at the August Board meeting.

CEQA Evaluation: PRMD is doing the work required for CEQA compliance; the estimated time frame is completion within 6 months to a year. A key component has been determining the proper path to follow for addressing the endangered species issue the initial CEQA research disclosed regarding the California Tiger Salamander. Based on multiple conversations with the United States Fish and Wildlife Service, which is the regulating agency, a Habitat Conservation Plan (HCP) must be compiled and submitted. The HCP would include mitigation for the disturbed habitat resulting from pond construction via purchase of credits as previously discussed at the Board's May meeting. Writing, submitting, and the approval process for the HCP are expected to

take a year minimum.

Interim Water Volume and Quality Improvement Measures: Several interim measures are being developed to reduce the amount of discharge or improve water quality to bridge the time span beginning this rain season until the large pond can be constructed and made operational.

One project is to enhance the pump and haul capability to prevent as much contact water as possible from discharging. Last year initial efforts in this regard were quite successful but were limited by the holding capacity of the existing two small ponds devoted exclusively to the compost site drainage. A preliminary design to verify feasibility and cost for combining the two ponds, effectively doubling the storage capacity to approximately 2 million gallons, has been completed.

Staff had hoped to also increase the volume of water the Laguna Waste Water Treatment Plant would accept. However, due to some operational concerns related to plant water quality testing on their discharging effluent, those discussions are ongoing and unresolved. The plant is willing to allow our delivery of contact water to whatever amount their facility can safely process depending on their conditions at any given time. Meanwhile, exploratory conversations are underway for using other treatment plants but travel distances and costs are challenging. For example, East Bay MUD, which is about 50 miles distant, has a treatment cost of \$.05 per gallon which is approximately equal to the combined treatment and hauling cost for the Laguna Plant.

A further interim measure would be to reduce the amount of water generated by decreasing the compost facility work area; the target is a 15 to 20 % reduction. Two methods are under consideration to accomplish this: using a new windrow turner which would provide much improved efficient use of space, or reducing the amount of material processed via partial outhaul.

Sonoma Compost Company has committed to employing additional “Best Management Practices” (BMP) for positive effect. These include adding four new sediment trap structures in high drainage flow areas, and covering piles of finished material – including limiting run-on of water. These measures are to be in place by October 1, 2014.

Operation Shut-Down and Complete Outhaul: At the May Board meeting, cost impacts from outhaul of materials based on published facility prices plus cost estimates from a trucking firm were reported to the Board. Competitive procurement pricing is being collected for presentation to the Board at its August meeting.

New Site Selection: At the May Board meeting, a consulting engineering firm was selected to perform a preliminary, yet detailed, site design and a detailed construction cost estimate for the Central Alternative Site, which is the environmentally preferred choice as listed in the Final EIR. This work is scheduled for completion by early October, and presentation to the Board at the October meeting. This would allow the Board the opportunity to select a site and certify the Final EIR at the November Board meeting.

III. FUNDING IMPACT

Additional project funding would need to be allocated from the Organics Reserve Account. The FY 14-15 estimated year-end balance is \$5,534,680.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This is a report only, no further actions are required.

V. ATTACHMENTS

None

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



Agenda Item #: 9
Cost Center: Organics
Staff Contact: Mikus
Agenda Date: 7/16/2014

ITEM: **Compost Zero Discharge Ponds Consolidation**

I. BACKGROUND

Via a letter dated March 18, 2014 to the County of Sonoma (as property owner and permit holder) the North Coast Regional Water Quality Control Board (NCRWQCB) established a requirement that the SCWMA Compost Facility located on the Central Landfill Property achieve “Zero-Discharge” status for the compost contact water from rain storms by October 1, 2014. Staff has been addressing this issue since, including via discussions with the SCWMA Board at the April, May, and June Board meetings.

At the May SCWMA Board meeting staff requested and received direction for several actions related to the “Zero-Discharge” project, including developing a plan for the NCRWQCB, which includes construction of a very large holding pond to collect the compost facility contact water to prevent discharge. As the plan has taken shape it has been clear that getting the pond built in time for the October 1 date is impossible, and discussions have occurred with the NCRWQCB regarding forbearance from this date. A major component of the plan has been to develop interim measures to reduce the amount and improve the quality of contact water that is discharged.

There are two small detention ponds in place on the compost facility through which the accumulating rain water drains so that some sedimentation occurs. Current holding capacity here is approximately 1 million gallons.

II. DISCUSSION

One measure employed during the past rain season to reduce the amount of compost contact water discharging off site was to utilize the limited capacity of the two existing ponds by pumping accumulated water into tank trucks and hauling the water to a nearby waste water treatment plant. A vital positive step to further reduce the amount of water discharged for future rain seasons until the complete large holding pond can be built would be to modify the two ponds to increase their holding capacity.

At the May SCWMA Board meeting staff was authorized to work with the engineering consulting firm Tetra Tech BAS for any design items related to the “Zero-Discharge” plan. Thus Tetra Tech BAS was tasked with determining if work could be quickly and efficiently done to combine the two ponds into a single, larger pond to increase holding capacity. Tetra Tech BAS has done preliminary design work and developed a construction cost estimate for the work.

The two small ponds are capable of modification to result in a combined single pond with a capacity to hold approximately 2 million gallons of water, effectively doubling the amount of water that can be accumulated prior to pumping and hauling. The cost estimate for construction is estimated to be in the range of \$400,000 to \$525,000 . However, staff believes the top end

dollar figure for the estimate includes features which are not essential, making the low end figure of \$400,000 closer to what will be required.

Staff has recently learned that Tetra Tech BAS not only is an engineering firm, it also works as a licensed construction firm capable of projects such as combining the two small ponds. Specifically in the interest of time, for making the combined ponds available for the upcoming winter rain season, SCWMA could enter into a design-build contract with Tetra Tech Bas for the final design and construction.

III. FUNDING IMPACT

Project funding would need to be allocated from the Organics Reserve Account. The FY 14-15 estimated year-end balance is \$5,534,680.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the following actions:

1. Authorize expenditure of a not-to-exceed amount of \$400,000 for combining the two small ponds into a single larger storm water detention structure.
2. Authorize staff to negotiate and enter into a design-build contract with Tetra Tech BAS for the project.
3. Items 1 and 2 above would be contingent on surety that the "Zero-Discharge" plan is acceptable to NCRWQCB and the new large pond development project will proceed.
4. Item 2 above is contingent on contractual assurance by Tetra Tech BAS the project can be completed by October 1, 2014.

V. ATTACHMENTS

Appropriations Transfer
Preliminary Design Drawing, Combined Ponds

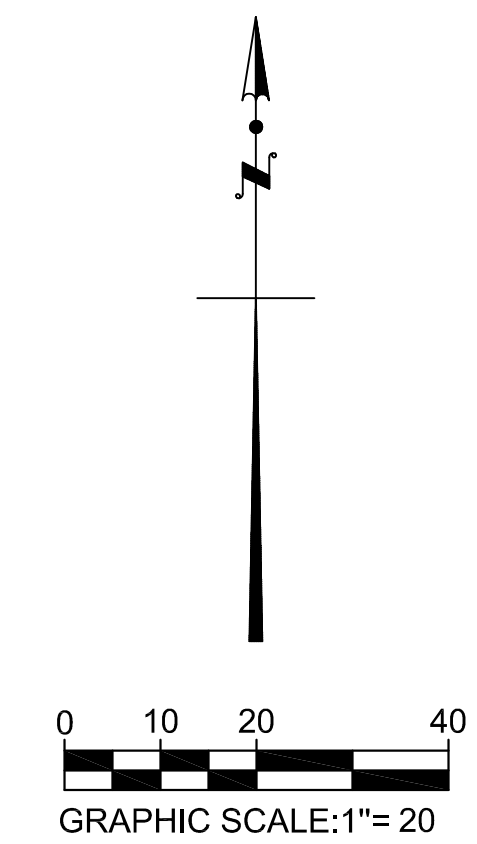
Approved by: _____
Henry J. Mikus, Executive Director, SCWMA

CONSTRUCTION NOTES

- ① CLEAR AND GRUB
 - ② EXCAVATE TO GRADES SHOWN
 - ③ CONSTRUCT SLOPE LINER PER
 - ④ CONSTRUCT BOTTOM LINER SYSTEM PER
 - ⑤ CONSTRUCT ANCHOR TRENCH PER
 - ⑥ CONSTRUCT ACCESS ROAD PER
- | | | |
|---|---|---|
| 1 | 2 | 3 |
| - | 3 | 3 |
| 4 | - | 3 |
| - | 3 | |

LEGEND

- 10' EXISTING CONTOUR
- 440' PROPOSED MAJOR CONTOUR
- 442' PROPOSED MINOR CONTOUR
- DAYLIGHT/GRADE BREAK
- APPROXIMATE LIMIT OF REFUSE
- ANCHOR TRENCH



TETRA TECH BAS
 1360 Valley Vista Drive, Diamond Bar, CA 91765
 TEL 909.860.7777 FAX 909.860.8017

SONOMA CENTRAL LANDFILL

POND GRADING PLAN

PERMIT LEVEL DESIGN
 NOT FOR CONSTRUCTION 07/08/14

DESIGNED BY: D.L.L.	PROJECT NO. 2014-0057
DRAWN BY: V.H.Y.	DATE: 07/2014
REVIEWED BY: G.E.S.	SHEET 2 of 3
FILE NAME: 24-0060GRD.DWG	

**SPECIAL DISTRICTS GOVERNED BY
LOCAL BOARDS - BUDGETARY REVISIONS**

Resolution No. 2014-15

District Name: Sonoma County Waste Management Agency (JPA)
Address: 2300 County Center Dr., Suite B-100
Santa Rosa, CA 95403
Phone: 565-3687
FY: 2013-14

Auditor's Office Use Only

DOCUMENT #
BATCH #
BATCH DATE

	TC	INDEX	SUB-OBJECT	PROJECT	SUB-OBJECT TITLE	AMOUNT
TO:	203	799221	6590	Compost Site Operations	Engineering Services	\$400,000
FROM:		799221	4624	Retained Earnings	Retained Earnings	\$400,000

WHEREAS, it has become necessary to construct additional pond capacity at the Central Disposal Site as it relates to the Agency's composting program there; and

WHEREAS, these additional expenditures were not anticipated and, therefore, not budgeted in the Sonoma County Waste Management Agency budget for FY 14-15; and

WHEREAS, it is necessary to appropriate funds from the Organics Reserve to cover the unanticipated expenditures.

NOW, THEREFORE, BE IT RESOLVED, the County Auditor is hereby authorized and directed to make all necessary operating transfers and the above transfer within the authorized budget of the Sonoma County Waste Management Agency (JPA).

The foregoing resolution was introduced by DIRECTOR (x) TRUSTEE ()

_____, who moved its adoption, seconded by

_____, and adopted on roll call by the following vote:

<u> - </u> Cloverdale	<u> - </u> Cotati	<u> - </u> Healdsburg	<u> - </u> Rohnert Park	<u> - </u> Petaluma
<u> - </u> Santa Rosa	<u> - </u> Sebastopol	<u> - </u> Sonoma	<u> - </u> Windsor	<u> - </u> County

WHEREUPON, the Chairperson declared the foregoing resolution adopted, and SO ORDERED.

Date: July 16, 2014

Attested: Rebecca Lankford

Signature: _____
Secretary/Clerk of the Board

Signature: _____
Jim Wood, Chairperson



Agenda Item #: **10**
Cost Center: **Organics**
Staff Contact: **Carter**
Agenda Date: **7/16/2014**

ITEM: **Sonoma Compost Agreement First Amendment**

I. BACKGROUND

Sonoma Compost Company (SCC) was the contractor awarded the composting operation agreement with the Agency on February 20, 2013. A First Amendment to the Agreement between the Agency and SCC was proposed by SCC to purchase additional equipment and was discussed by the Agency Board at the March and April 2014 Agency meetings. The First Amendment was subsequently withdrawn by SCC prior to the May 2014 Agency meeting.

Section 4.2.3 of the Agreement stipulates that SCC and the SCWMA share in the revenue generated by the sale of finished products once a minimum level of revenues is reached. Staff's intent when negotiating this Agreement was to minimize the amount of revenue shared in order to reduce the ongoing operating costs paid by the SCWMA to SCC. This is evidenced by the relatively low amounts listed in the Agency's annual budgets for FY 13-14 (\$15,000) and 14-15 (\$15,000) compared to amounts when the previous agreement was in effect (\$130,000 in FY 11-12 and \$120,000 in FY 12-13). Per-ton processing costs by comparison dropped about \$2 in the new contract for operating cost savings to balance the drop in revenue sharing.

II. DISCUSSION

Concurrent with the discussions of the First Amendment have been the discussions of Zero Discharge of compost contact water. It has been noted that a reduction of the compost operating area and the amount of area exposed to rainfall would reduce the amount of compost contact water of which would need to be reused or disposed. Agency and SCC staff believe the proposal to increase the volume of the compost windrows through a large windrow turner would decrease the amount of area needed to operate the facility and decrease the volume of water either discharged, reapplied at the site, or disposed at the Laguna Subregional WWTP.

Agency and SCC noted the Board's reservations in purchasing equipment as proposed in the previous First Amendment which was presented in March and April 2014. Staff is attempting a different approach which would present less risk to the Board. Staff is proposing that the new First Amendment eliminate the Revenue Sharing provision. SCC would use any potential offset in revenue sharing to fund the purchase of the new windrow turner. As mentioned in the Background, it was the intent of Agency and SCC staff to minimize the amount of revenue sharing in exchange for reducing the per ton fee paid by the Agency to SCC for the service they provided. Under that expected scenario, the Agency would pay SCC less on a monthly basis, and SCC would send a modest check to the Agency at the end of the year. While the reduced monthly costs have been realized, the revenue sharing payment was much larger than expected or budgeted. The budgeted amount in FY 13-14 was \$15,000, and the amount received was \$231,275. However,

Agency staff believes the total amount due to the Agency is actually much higher, at over \$410,000. The unexpected large amount from revenue sharing is believed to be an anomaly. This has been the highest revenue year ever from operations, driven in large part by the drought which saw incoming materials and compost production continue at high levels during the winter, when incoming material typically declines. In a normal year the slow pace for winter also allows stockpiles of finished materials to be increased in anticipation of spring; this year sales were robust and stockpiles are at an unprecedented low level. It is unlikely that the production and sales will be replicated at the same levels moving forward. Another factor is that there was miscommunication during contract negotiations, and the minimum revenue level prior to the sharing arrangement commencing was set lower than SCC intended. Staff has determined this was an unintentional occurrence missed by both parties.

The amendment is contingent upon approval of the forthcoming Zero Discharge Plan which will be submitted the North Coast Regional Water Control Board. If the plan is not approved and 100% outhaul becomes necessary, this amendment will not take effect.

Given that the amount already paid to the Agency is a windfall, the additional amount was combination of a record year plus a miscommunication shared by Agency and SCC staff, and that approving the First Amendment does not add any liability or risk to the Agency, but increases the chances of having a viable existing site at the Central Disposal Site, staff recommends approval of this First Amendment to the Agreement with Sonoma Compost Company.

III. FUNDING IMPACT

If the First Amendment is approved, the Agency will not realize revenues sharing budgeted in the Wood Waste and Yard Debris Cost Centers. This amounts to \$5,000 in the Wood Waste Cost Center and \$10,000 in the Yard Debris Cost Center. The loss of these revenues will not have a material impact on the budget, as opposed to the alternative of outhaul, which would cause a severe deficit in both cost centers if not offset by a tipping fee increase.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of the First Amendment to the Agreement with Sonoma Compost Company.

V. ATTACHMENTS

First Amendment to the Agreement with Sonoma Compost Company

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

FIRST AMENDMENT TO AGREEMENT FOR ORGANIC MATERIAL PROCESSING, COMPOSTING AND
MARKETING SERVICES AGREEMENT BY AND BETWEEN THE SONOMA COUNTY WASTE MANAGEMENT
AGENCY AND SONOMA COMPOST COMPANY

This First Amendment to Agreement for Organic Material Processing, Composting, and Marketing Services ("Agreement"), dated 16th day of July, 2014, is by and between the SONOMA COUNTY WASTE MANAGEMENT AGENCY, a joint powers agency, and Sonoma Compost Company, a California General Partnership. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing Agreement, as amended.

RECITALS

WHEREAS, it has become necessary to amend the above described Agreement, originally entered into on February 20, 2013 due to circumstances beyond the control of Contractor; and

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

AGREEMENT

Section 4.2.3 is hereby deleted in its entirety.

Section 5.4.8 shall be added to this Agreement as follows:

Contractor shall, at its own expense, purchase a replacement windrow turner. The windrow turner must be capable of constructing windrows a minimum of 20 feet wide and 10 feet tall.

This Amendment is contingent upon approval of a Zero Discharge Plan by the North Coast Regional Water Quality Control Board, which is expected to be decided in the month of August 2014. If approval is not given, this Amendment shall not go into effect. If the Zero Discharge Plan is approved, this Amendment shall be effective on the date of a written notice to that effect from the Sonoma County Waste Management Agency Executive Director to Sonoma Compost Company.

Any time after November 1, 2014, if the North Coast Regional Water Quality Control Board has not given approval to the Zero Discharge Plan, the Executive Director of the Sonoma County Waste Management Agency, in his sole discretion, may terminate this First Amendment. This First Amendment never having gone into effect, shall no longer be known as the First Amendment to the Agreement between the Sonoma County Waste Management Agency and Sonoma Compost Company.

In all other respects, the Agreement shall remain as originally adopted.

IN WITNESS WHEREOF, this First Amendment has been executed by the duly authorized representatives of all parties.

“Agency”: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chairperson, SCWMA Board of Directors

“Contractor”: SONOMA COMPOST COMPANY
a California General Partnership

By: _____

APPROVED AS TO FORM FOR AGENCY:

Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:

Agency Executive Director



Agenda Item #: **11**
Cost Center: **Education**
Staff Contact: **Carter**
Agenda Date: **7/16/2014**

ITEM: **Recycling Market Development Zone Renewal**

I. BACKGROUND

In 1994, the Agency's member jurisdictions were founding participants in the State's Recycling Market Development Zone (RMDZ). The RMDZ is a state program to promote industry that uses recyclable materials as feedstock. It offers a variety of technical assistance and access to a low-interest loan to businesses which use recycled content feedstock or process material to create recycled content feedstock. There are a number of RMDZs throughout California; the geographical extent of the RMDZ to which the Agency members belong includes all of Sonoma, Mendocino, and Lake Counties.

II. DISCUSSION

The RMDZ designation by the CalRecycle expires September 21, 2014 and must be renewed by Agency members to continue in its current form. The Agency has the ability to adopt a resolution on behalf of all members in an effort to streamline the process and avoid ten separate resolution-adopting processes. If the Board assents, the renewal process would be greatly expedited and would allow for no interruption of participation from Sonoma County jurisdictions.

The RMDZ is currently administered by the Mendocino County Economic Development and Financing Corporation with the support of the Mendocino Solid Waste Management Authority. There is no burden on the Agency member jurisdictions or the Agency for funds or administrative support. Adoption of the resolution will make businesses within the entirety of Sonoma County eligible for resources from the RMDZ if they meet the criteria of the program. If the resolution is not adopted by this Board, businesses within Sonoma County would not be able to participate unless individual member jurisdiction adopted separate resolutions.

The County of Mendocino has agreed to act as the Lead Agency for the renewal of the Sonoma/Mendocino/Lake RMDZ, and has determined that this project is exempt from CEQA. The County of Mendocino will file the Notice of Exemption.

III. FUNDING IMPACT

There are no direct funding impacts as a result of participating in the RMDZ. A negligible amount of Agency staff time may be required to refer potential program participants to the Zone Administrator.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of resolution to include the County of Sonoma and incorporated cities within Sonoma County in the renewal of the Sonoma/Mendocino/Lake Recycling Market Development Zone.

V. ATTACHMENTS

Resolution

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

RESOLUTION NO.:

DATED: July 16, 2014

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY SUPPORTING THE
RENEWAL OF THE SONOMA/MENDOCINO/LAKE RECYCLING MARKET DEVELOPMENT ZONE

WHEREAS, the California Public Resources Code Section 42010, et. seq., provides for the establishment of the Recycling Market Development Zone (RMDZ) program which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer waste materials markets; and

WHEREAS, the redesignation of a RMDZ in the counties of Sonoma, Mendocino, and Lake dedicated to establishing, sustaining, and expanding recycling-based manufacturing businesses, is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

WHEREAS, the redesignation as a RMDZ is still necessary to facilitate and support existing and new recycling-based manufacturing businesses, as well as attract private sector investments to the RMDZ; and

WHEREAS, the Agency member jurisdictions have been included in the Sonoma/Mendocino/Lake Counties RMDZ since it was created in 1994; and

WHEREAS, the designation of the Sonoma/Mendocino/Lake Counties RMDZ will expire on September 21, 2014; and

WHEREAS, the Sonoma County Waste Management Agency desires that any existing and new recycling-based manufacturing businesses located within its jurisdiction will continue to be eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, certain participating jurisdictions in Sonoma, Mendocino and Lake Counties have agreed to submit an application to the California Department of Resources Recycling and Recovery (CalRecycle) requesting renewal as a RMDZ; and

WHEREAS, the County of Mendocino has agreed to act as Lead Agency for the proposed renewal of the RMDZ; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the County of Mendocino, as the Lead Agency, has determined that this redesignation is exempt from CEQA and will file a Notice of Exemption with the Mendocino County Clerk; and

WHEREAS, CalRecycle has adopted a goal to continuously integrate environmental justice concerns, as defined by the California Legislature, into all of its programs and activities; and

WHEREAS, the Sonoma/Mendocino/Lake Counties RMDZ should be administered in a manner that seeks to ensure the fair treatment of people of all races, cultures, and incomes, including but not limited to soliciting public participation of all communities within the RMDZ, including minority and low-income populations.

NOW, THEREFORE BE IT RESOLVED that the Sonoma County Waste Management Agency Board of Directors hereby approves the renewal of the Sonoma/Mendocino/Lake Counties RMDZ and authorizes the Zone Administrator to submit an application to CalRecycle requesting renewal.

MEMBERS:

-- _____ Cloverdale	-- _____ Cotati	-- _____ County	-- _____ Healdsburg	-- _____ Petaluma
-- _____ Rohnert Park	-- _____ Santa Rosa	-- _____ Sebastopol	-- _____ Sonoma	-- _____ Windsor

AYES -- NOES -- ABSENT -- ABSTAIN --

SO ORDERED

The within instrument is a correct copy
of the original on file with this office.

ATTEST: DATE:

Rebecca Lankford,
Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma



Agenda Item #: **12.1.a**
 Agenda Date: **7/16/2014**

ITEM: **Outreach Calendar July 2014- August 2014**

July 2014 Outreach Events

1	4 – 8 PM	Community Toxics Collection Event, Larkfield
8	4 – 8 PM	Community Toxics Collection Event, Petaluma
15	4 – 8 PM	Community Toxics Collection Event, Kenwood
19,20	8 AM – 4 PM	E-Waste Recycling collection event, Petaluma, Sonoma-Marin Fairgrounds
21	11 AM – 2 PM	Sustainable Tourism Business Week, Sonoma
21	4 PM- 6 PM	CAFF: Composting Smart: on-farm composting. Singing Frogs Farm, Sebastopol
22	11 AM – 2 PM	Sustainable Tourism Business Week, Petaluma
22	4 – 8 PM	Community Toxics Collection Event, Santa Rosa, SE
23	11 AM – 2 PM	Sustainable Tourism Business Week, Guerneville
23	5:30 PM – 7 PM	Made-local July Bag Kick-off event at BPE-USA, Santa Rosa
24	11 AM – 2 PM	Sustainable Tourism Business Week, Geyserville
24-31	11 AM – 10 PM	Sonoma County Fair, Santa Rosa – Agency booth in Grace Pavilion
24-31	11 AM – 10 PM	Sonoma County Fair, Santa Rosa- Lawn Conservation
25	11 AM – 2 PM	Sustainable Tourism Business Week, Santa Rosa
29	4 – 8 PM	Community Toxics Collection Event, Windsor
31	8 AM- 12 PM	Compost in Vineyards Workshop, Clos du Bois, Geyserville

August 2014 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
1-10	11 AM – 10 PM	Sonoma County Fair, Santa Rosa – Agency booth in Grace Pavilion
1-10	11 AM – 10 PM	Sonoma County Fair, Santa Rosa- Lawn Conservation
5	4 – 8 PM	Community Toxics Collection Event, Rohnert Park
12	4 – 8 PM	Community Toxics Collection Event, Cotati
16,17	8 AM – 4 PM	E-Waste Recycling collection event, Cotati Park and Ride
19	4 – 8 PM	Community Toxics Collection Event, Sebastopol
26	4 – 8 PM	Community Toxics Collection Event, Glen Ellen
19	6- 9 PM	CLCA: Compost and Mulch: Managing the Drought



Agenda Item #: **12.1.b**
Cost Center: **Education**
Staff Contact: **Chilcott**
Agenda Date: **7/16/14**

ITEM: **Reusable Bag Roll Out Event July 23, 2014**

I. BACKGROUND

After the second reading of SCMWA Ordinance No. 2014-2 Establishing a Waste Reduction Program for Carryout Bags at the February 19, 2014 Agency meeting, staff presented a Carryout Bags Outreach Program, Phase 2, which included purchase and distribution of 20,000 reusable shopping bags. In a separate staff report, the Board was asked to indicate a preference for the type of bag purchased. The conclusion of this inquiry was that the Board directed staff to purchase 10,000 locally-made polyester/nylon fabric bags and 10,000 China-made recycled woven polypropylene bags. Board member approval was contingent on staff finding some financial sponsors for the locally made bags and requesting modest donations from the public for bags offered at Agency events (e.g., Sonoma County Fair, etc.)

An appropriations transfer of \$42,800 from the Contingency Cost Center was allocated to fund the purchase, storage and distribution of 20,000 reusable shopping bags. The Agency Work Plan for FY 14-15 allocated \$70,791 in staff time to implement Carryout Bag Education, a Board directed project. In FY 13-14, \$22,532 in staff time was allocated for this project.

Figure 1: Samples of prototype Agency bags manufactured by BPE-USA, Santa Rosa. Bags, made from overstock material, will be available in blue, red and orange.



II. DISCUSSION

As identified in the February 19, 2014 staff report, Bijan's Protective Equipment (BPE-USA) Santa Rosa, working with Local Task Force member June Michaels, was the only local manufacturer identified able to sew and silk screen nylon bags using local labor.

After the February Board meeting, Agency staff began working with Ms. Michaels and Steffen Kuehr, BPE-USA Chief Operating Officer, on the specifications, design, and implementation of the Agency's prototype bag. For campaign graphic consistency, the bag design used on the Agency's 10,000 China-made recycled woven polypropylene bags was

Figure 2: The "Made Local – Sonoma County" brand tag is sewn into each bag to help emphasize this unique project.



adapted for these polyester/cotton bags.

With the help of Ms. Michaels, Agency staff recruited sponsors contributing \$500 each. To date, sponsors include the City of Santa Rosa, the City of Petaluma, The Ratto Group, Sonoma Garbage Collectors, Industrial Carting, Whole Foods Market, June Michaels (personal contribution), Soiland, Alvarado St. Bakery and the Sonoma County Economic Development Board. As a GoLocal member, Mr. Kuehr offered to fund a GoLocal “Made Local” acknowledgement tag sewn into every bag.

To kick-off the first production run, Ms. Michaels and Mr. Kuehr are hosting a Bag Roll Out Event. The first production run of bags will first get distributed at the upcoming Sonoma County Fair, starting July 24. Agency members and alternates are invited to this kick-off event.

YOU ARE INVITED	
Join us in celebrating the local production of 10,000 reusable bags in support of the new Sonoma County Waste Management Agency Waste Reduction Program for Carryout Bags Ordinance. The production of 10,000 made local shopping bags keeps 20 people employed locally.	
What:	Reusable Bag Roll Out Party with Tour of BPE
When:	July 23, 2014 5:30 p.m. – 7:00 p.m.
Where:	Bijan's Protective Equipment (BPE-USA) 3255 Santa Rosa Ave, Santa Rosa, CA 95407
About the event:	<ul style="list-style-type: none">• Tour BPE-USA’s Santa Rosa production sewing facility. BPE-USA is entering into the reusable bag business to help protect the planet in addition to protecting our troops, our construction workforce and our pets with their various lines of safety and protective equipment.• Free locally made finger food & wine will be provided.

III. FUNDING IMPACT

There is no additional funding impact as a result of this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

None required.

V. ATTACHMENTS

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

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

THIS THIRD AMENDMENT ("AMENDMENT") to the Agreement between the cities of Sonoma County and the County of Sonoma for a Joint Powers Agency to Deal with Waste Management Issues, 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 entitled “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. On March 27, 2014, the Members entered into that certain agreement entitled “Second Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues” (“Second Amendment”). This Second Amendment, among other things, set forth the Members’ ability to participate in non-core programs and clarified that the Agency has the authority to adopt ordinances.

5. 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 amend the Joint Exercise of Powers Agreement.

6. It is intended by the Members that this Agreement shall be amendatory of the Original Agreement, including the First and Second Amendments, and shall restate, amend and supersede the Original Agreement and First and Second Amendments in their entirety as of the Effective Date. Upon its effective date, this Third Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues shall govern the relationship of the public agencies that comprise the Sonoma County Waste Management Agency.

7. 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 agree as follows:

AGREEMENT

The Original Agreement, including the First and Second Amendments, is hereby amended in its entirety to read as follows:

“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 I. 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 a member of the Members’ governing body.

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. Technical Advisory Committee

There is a Technical Advisory Committee ("TAC") comprised of Members' employees. The TAC provides advice to the Board.

D. Governance

The Board will constitute the policy-making body of the Agency and the TAC will be advisory to the Board. 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 and the TAC 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.

E. Voting

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

The following actions require a super majority vote of $\frac{3}{4}$ of the Members (8 of 10).

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

6. Future amendments to this JPA Agreement.

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 II. TERM

Approval of this Third Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (“Agreement”) by each Member’s governing body, replaces the Original Agreement, including the First and Second Amendments. This Agreement shall continue until terminated.

SECTION III. 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 incurred by the Agency through the end of that fiscal year. 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 IV. 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 V. 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 VI. 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 VII. 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 VIII. 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 IX. AGENCY'S EXISTING AND CONTINUING CORE 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.

The Board may elect to end the Composting Program by a super majority vote.

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 X. 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) termination of this 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 XI. 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 XII. 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
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If to the City of Cloverdale:	City of Cloverdale 124 N. Cloverdale Blvd. Cloverdale, CA 95425 Attn. City Clerk
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If to the City of Healdsburg:	City of Healdsburg 401 Grove Street Healdsburg, CA 95448 Attn. City Clerk
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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 to this Agreement executed by super majority vote of the Board, 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

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