

COPY

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

(Exhibits Attached)

REVISION DATE: 2-11-92

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AGREEMENT

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

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

RECITALS

This Agreement is predicated on the following facts:

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

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

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

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

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

JOINT POWERS AGREEMENT

NOW, THEREFORE, Participants agree as follows:

Section 1. Definitions

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

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

County. Sonoma County.

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

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

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

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

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

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

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

Section 2. Purpose of Agreement

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

Section 3. Covenant of Cooperation in Waste Program

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

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

Section 4. Composition of Joint Powers Agency

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

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

Section 5. County to Provide Sites at Central Landfill

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

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

Section 6. County to Provide Site Improvements

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

Section 7. Agency to Arrange for Operator and Equipment

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

Section 8. Household Hazardous Waste Acceptance Area

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

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

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

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

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

Section 10. Financing - Household Hazardous Waste Storage and Disposal

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

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

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

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

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

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

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

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

Section 13. Financing - Yard and Wood Waste

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

Section 14. Joint Powers Agency Authority to Adopt Regulations

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

Section 15. Commencement of Operation

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

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

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

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

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

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

Section 18. Public Education -- Allocation of Costs

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

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

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

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

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

Section 20. Term of This Agreement

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

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

Section 21. Records and Accounts

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

Section 22. Liabilities and Limitations of Parties

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

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

Section 23. Insurance

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

Section 24. Severability

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

Section 25. Non-Tipping Fee Funding Sources

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

Section 26. Amendments to Agreement

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

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

ATTESTED:

CITY OF SANTA ROSA

Harold Clarke
City Clerk

By James Hedgcock

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

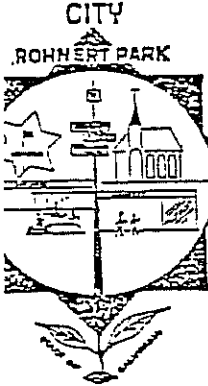
IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____



ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By *Paula Lewis*

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

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

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

Melvin K. Lewis

City Clerk

By *[Signature]*

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

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

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

Eleanor Beets

City Clerk

By *Lawrence Murphy*

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

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

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

Michelle Winterbottom

City Clerk

[Signature]
By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

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

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA



City Clerk

By 

ATTESTED:

CITY OF COTATI

Sonni-Loney
City Clerk

By *Bill Miller*

ATTESTED:

CITY OF HEALDSBURG

City Clerk

By _____

ATTESTED:

COUNTY OF SONOMA

County Clerk

By _____

ATTESTED:

CITY OF COTATI

City Clerk

By

ATTESTED:

CITY OF HEALDSBURG

City Clerk

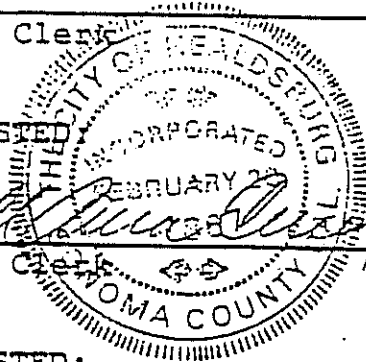
By

ATTESTED:

COUNTY OF SONOMA

County Clerk

By



[Handwritten signature]

* *[Handwritten signature]*

[Handwritten signature]

[Handwritten signature]

ATTESTED:

CITY OF COTATI

City Clerk

By _____

ATTESTED:

CITY OF HEALDSBURG

City Clerk

By _____

ATTESTED:

COUNTY OF SONOMA

County Clerk

By _____

ATTESTED:

TOWN OF WINDSOR



City Clerk

By 

EXHIBIT A

Wood Waste

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

Yard Waste

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

EXHIBIT "B"

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

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

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

STRUCTURE OF AGREEMENT

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

SOURCE OF MATERIALS

Materials for the program will come from the following sources:

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

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

REUSABLE MATERIALS

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

MARKETING AND END USE OF MATERIALS

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

INFORMATION AVAILABLE TO PROPOSERS

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

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

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

PROPOSAL EVALUATION

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

RESOLUTION NO. 92-006

Dated: June 17, 1992

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") ESTABLISHING POLICIES FOR THE ADMINISTRATION OF THE
AGENCY

WHEREAS, the Agency must establish policies for administration of the Agency's financial and operational business; and

NOW, THEREFORE, BE IT RESOLVED that the Members of the Agency hereby adopt the following financial and operational policies for administration of the Agency:

1. The Director of the Agency shall have the authority to authorize the payment of all administrative and minor expenses to the extent that such expenses have been provided for under Agency's adopted budget(s). The Director shall provide the Members with a monthly summary of all expenses incurred and authorized to be paid in accordance with this policy. For purposes of this policy "minor expense" shall mean any expense less than Five Thousand Dollars (\$5,000.00). All other expenses shall be first authorized by a majority vote of the Members. Notwithstanding anything stated to the contrary above, all expenses that exceed \$50,000 shall be authorized by a unanimous vote of the Members.

2. The Director shall provide the members with a monthly report from the County Auditor summarizing all the expenses incurred in connection with that certain Memorandum of Understanding for Staff Services between the Agency and the County for the previous month.

3. Each Agency program shall have a start-up budget associated with putting such program into operation. The start-up budgets may include, without limitation, the following types of expenditures: administration salary and benefits; communications; liability insurance; printing; supplies; professional services; rental of equipment; building rental; small tools; enforcement agency fees; training; travel; and repayment of loans. Upon the unanimous approval by the Agency of any such start-up budget, a surcharge shall be established by the Agency and the Agency shall request the County Board of

COPY

RESOLUTION NO. 94-015

Dated: September 21, 1994

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") CLARIFYING RESOLUTION NO. 92-006 DATED JUNE 17, 1992
WHICH ESTABLISHED POLICIES FOR THE ADMINISTRATION OF THE AGENCY

WHEREAS, the Agency has adopted Resolution No. 92-006 which establishes policies for the administration of the Agency's financial and operational business; and

WHEREAS, the Members of the Agency desire to amend paragraph 1 of the policies in order to clarify that the Director of the Agency shall have the authority to authorize the payment of "minor expenses" less than \$5,000.00 including without limitation, items such as computers, printers, filing cabinets, office supplies, equipment rental, advertising services, training, travel, conference fees, and other similar administrative services and supplies.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Agency hereby amend the financial and operational policies for administration of the Agency to read as follows:

1. The Director of the Agency shall have the authority to authorize the payment of all administrative and minor expenses to the extent that such expenses have been provided for under Agency's adopted budget(s). The Director shall provide the Members with a monthly summary of all expenses incurred and authorized to be paid in accordance with this policy. For purposes of this policy "minor expense" shall mean any expense less than Five Thousand Dollars (\$5,000.00) and includes, without limitation, items such as computers, printers, filing cabinets, office supplies, equipment rental, advertising services, training, travel, conference fees, and other similar administrative services and supplies. All other expenses shall be first authorized by a majority vote of the Members. Notwithstanding anything stated to the contrary above, all expenses that exceed \$50,000 shall be authorized by a unanimous vote of the Members.


2. The Director shall provide the members with a monthly report from the County Auditor summarizing all the expenses incurred in connection with that certain Memorandum of Understanding for Staff Services between the Agency and the County for the previous month.

SLB779

-1-

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

ATTEST: DATE:


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

COPY

RESOLUTION NO. 95-002

Dated: January 18, 1995

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY"), RATIFYING THE NAME OF THE AGENCY

WHEREAS, although the name of the Agency is on file with the State of California, the Members of the Agency never formally adopted the name; and

WHEREAS, the County Auditor has recommended that the Members of the Agency ratify the name chosen for the joint powers agency that has been in effect since April 15, 1992.

NOW THEREFORE BE IT RESOLVED that the Members hereby ratify the name of the joint powers agency, "Sonoma County Waste Management Agency", that has been in effect since the very first meeting of the Agency.

MEMBERS:

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

AYES -9- NOES -0- ABSTAIN -0- ABSENT -1-

SO ORDERED.

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

ATTEST: Victoria Tranter DATE: 1/18/95
Clerk of the Sonoma County Waste Management Agency of the State of California, in and for the County of Sonoma.

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

This First Amendment (the "Amendment"), dated as of January 24, 1976 is by and between the Cities of the County of Sonoma and the County of Sonoma. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

"Section 27. Regional Agency

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

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

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

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

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

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

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

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

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

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

Bonnie Long

by *John A. Hill*

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
_____ Agency Counsel

[Signature]
_____ Agency Director

ATTESTED:

Michele Winterbohn

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

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CITY OF HEALDSBURG

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ATTESTED:

CITY OF PETALUMA

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COUNTY OF SONOMA

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APPROVED AS TO FORM:

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_____ Agency Counsel

APPROVED AS TO SUBSTANCE:

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_____ Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

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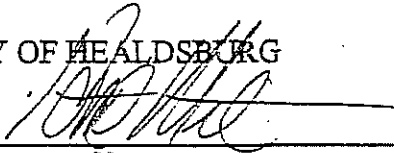
CITY OF COTATI

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ATTESTED:

CITY OF HEALDSBURG



by 
Mayor

ATTESTED:

CITY OF PETALUMA

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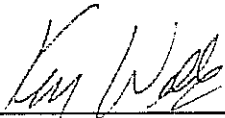
COUNTY OF SONOMA

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Agency Counsel


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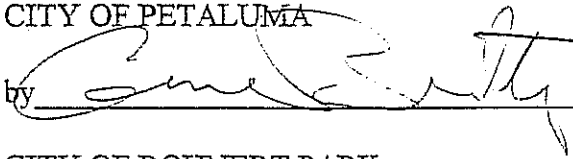
CITY OF HEALDSBURG

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DEPUTY CITY CLERK



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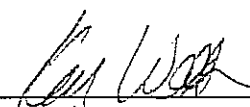
COUNTY OF SONOMA

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CITY OF HEALDSBURG

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CITY OF PETALUMA

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ATTESTED:

CITY OF ROHNERT PARK

Lorraine Roberts
Deputy City Clerk
ATTESTED:

by *[Signature]*

MAYOR
CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

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CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

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COUNTY OF SONOMA

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Agency Counsel

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Agency Director

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CITY OF PETALUMA

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CITY OF ROHNERT PARK

by _____

ATTESTED:

Gayle Petersen, City Clerk

CITY OF SANTA ROSA

by [Signature]
MAYOR

ATTESTED:

CITY OF SEBASTOPOL

by _____

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CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

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ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

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Agency Counsel

APPROVED AS TO SUBSTANCE:

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Agency Director

APPROVED AS TO FORM
CITY ATTORNEY - SANTA ROSA

BY TU

ATTESTED:

CITY OF CLOVERDALE

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CITY OF SEBASTOPOL

Yellie Fiori

by *Paul Sal...*

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

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APPROVED AS TO SUBSTANCE:

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Agency Counsel

[Signature]
Agency Director

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CITY OF SEBASTOPOL

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CITY OF SONOMA

Deanna Besto

by *Richard C. Jarf*

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

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Agency Counsel

Agency Director

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CITY OF SEBASTOPOL

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ATTESTED:

CITY OF SONOMA

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ATTESTED:

~~CITY~~^{Town} OF WINDSOR

Lerivita Collins

by *Bert Williams*

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

J. Brath

Agency Counsel

Kay Adams

Agency Director

ATTESTED:

CITY OF CLOVERDALE

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CITY OF COTATI

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CITY OF HEALDSBURG

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CITY OF SONOMA

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ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

Eve T. Lewis

by *Tony [Signature]*

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
Agency Counsel

[Signature]
Agency Director