Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing the Chair to execute (1) the First Amendment to the Master Operations Agreement (MOA) for long-term development, operation and maintenance of County Solid Waste Facilities, (2) the Landfill Settlement Agreement between the County and the Cities, (3) the Limited Term Indemnity Agreement with Republic Services Related to Composting Operations, and (4) the Joint Defense and Indemnity Agreement with Sonoma County Waste Management Agency; and delegating authority to the Director of Transportation and Public Works and staff to take further actions as necessary to meet the conditions precedent to the effectiveness of the MOA.

Whereas, the MOA is the product of the three-year County City Solid Waste Advisory Group (SWAG) collaborative process between the Cities, the County and a diverse group of public stakeholders which was launched by the Board of Supervisors in December 2009 to build consensus regarding Sonoma County’s long-term solid waste and recycling strategy; and

Whereas, on June 12, 2012, based upon the recommendation of the SWAG, the Board directed County staff to negotiate with existing contractors at the Central Landfill and Transfer Stations to develop a long-term operations agreement that would meet both the SWAG’s goals for diversion, cost efficiency and local control as well as address our regional unfunded solid waste liabilities; and

Whereas, the provisions of the MOA require Republic Services to provide solid waste handling services to the County pursuant to Public Resources Code section 40059; and

Whereas, the provisions of the MOA were carefully crafted to accomplish fundamental goals to create a system that provides:

1. Increased diversion — decreased landfill disposal
2. Public ownership for “local control” — Private operations for “economic efficiencies”
3. No pre-set volume (put-or-pay) disposal commitments — Supports increased diversion and local flexibility
4. Long term liability relief for closure, post-closure, and unforeseen environmental liabilities at the Central Landfill site
5. A sustainable rate model that works with high levels of waste diversion
6. In-county landfill to end reliance on out-haul export of Sonoma County trash
7. Quantifiable greenhouse gas (GHG) reductions
8. Ongoing funding for education, household hazardous waste, and other programs
9. Ongoing funding source for closed county landfill sites; and

Whereas, the MOA was approved by the Board on April 23, 2013; and

Whereas, the MOA is one of three agreements that work together in order to achieve the SWAG’s goals - The other two agreements are the waste commitment agreements between each city and Republic, and a landfill settlement agreement between the County and the cities to resolve the unfunded landfill liabilities associated with the County’s solid waste system; and

Whereas, after the MOA was approved by the Board on April 23, 2013, Republic and the Cities spent approximately 12 months negotiating the terms and conditions of the proposed waste delivery agreements. During this same time, the cities and the County negotiated the terms and conditions of the proposed landfill settlement agreement. There was also a CEQA lawsuit filed against the approval of the MOA which was settled last June. In addition, in August 2014, a Clean Water Act lawsuit was filed against the County, the Sonoma County Waste Management Agency (Waste Management Agency) and Sonoma Compost Company concerning alleged violations due to the composting operations at the Central Landfill site; and

Whereas, all of the cities, with the exception of Petaluma, have approved the waste delivery agreements (committing their waste to Republic for a 25 year term) and the landfill settlement agreement; and

Whereas, since August 2014, County staff has been working with Republic and the Sonoma County Waste Management Agency to address Republic’s concerns about the impact of a Clean Water Act lawsuit on Republic so that Republic is willing to effectuate the MOA; and

Whereas, the parties have negotiated certain indemnity agreements in order to move the MOA forward; and

Whereas, there are four agreements that are before the Board for consideration and approval which are necessary to move the MOA forward and transfer operations to Republic: (1) First Amendment to MOA; (2) Landfill Settlement Agreement; (3) Limited Term Indemnity Agreement with Republic; and (4) Joint Defense and Indemnity Agreement with the Waste Management Agency.
Now, Therefore, Be It Resolved that this Board of Supervisors hereby finds, determines, declares and orders as follows:

1. **Truth of Recitals.** That the foregoing recitals are true and correct.

2. **Approval of First Amendment to the Master Operations Agreement.** The proposed First Amendment to the MOA is hereby approved.

3. **Approval of Landfill Settlement Agreement.** The Landfill Settlement Agreement is hereby approved.

4. **Approval of Limited Term Indemnity Agreement with Republic Services.** The Limited Term Indemnity Agreement with Republic Services is hereby approved.

5. **Approval of Joint Defense and Indemnity Agreement with the Sonoma County Waste Management Agency (Agency).** The Joint Defense and Indemnity Agreement with the Agency is hereby approved.

6. **Authority to Sign Contracts.** That the Chair is authorized and directed to execute, on behalf of the County the four agreements described in paragraphs 2, 3, 4 and 5 above.

7. **Delegated Authority to the Director of Transportation and Public Works Department.** The Director of Transportation and Public Works is authorized to execute any other documents necessary to complete the effectuation of the Master Operations Agreement in a timely manner, with the prior approval of County Counsel. Such delegated authority may include: amending, assigning or terminating existing County service contracts so that the County does not pay for duplicative services once Republic takes over operation; terminating the Sunrise Garbage Lease at the Guerneville Transfer Station (per Section 12.3.2 H of the MOA); executing certificates related to the MOA including a bill of sale for the personal property that will be transferring to Republic; transferring permits related to the operations; entering into agreements with Republic concerning the transition of utilities at various transfer stations (per Section 12.3.3 B (1) of the MOA); and other matters related to the overall long term transfer of the operations to Republic.

8. **California Environmental Quality Act.** The Board finds and determines that the First Amendment to the Master Operations Agreement and Landfill Settlement Agreement do not constitute changes in the previously analyzed project that impact the environment, and are not subject to further CEQA review. The Board further finds and determines that its support of the Second Pond proposal does not constitute approval, that CEQA review of the proposal is currently premature, and that if the Sonoma County Waste Management Agency does undertake to construct the Second Pond described conceptually in the Joint Defense and Indemnity Agreement, that undertaking will be contingent on CEQA review in which the Sonoma County Waste Management Agency will be the lead agency.
Supervisors:

Rabbitt: Zane: Gore: Carrillo: Gorin:

Ayes: Noes: Absent: Abstain:

So Ordered.