RESOLUTION NO. 4107-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE SONOMA COUNTY WASTE MANAGEMENT AND APPROVING THE FIRST AMENDMENT TO THE CENTRAL DISPOSAL SITE AND FORMER LANDFILLS SETTLEMENT AGREEMENT; AND AUTHORIZING EXECUTION OF THESE AMENDMENTS IN SUBSTANTIALLY THE ATTACHED FORMS, WITH MINOR, NON-SUBSTANTIVE REVISIONS AS MAY BE APPROVED BY THE TOWN ATTORNEY

WHEREAS, the Town of Windsor is a member of the Sonoma County Waste Management Agency, also known as Zero Waste Sonoma ("ZWS"), under the Amended and Restated Joint Exercise of Powers Agreement dated March 1, 2017 ("JPA Agreement"); and

WHEREAS, ZWS was created under a joint powers agreement effective September 9, 1992, which was amended on January 24, 1996, and March 27, 2014, and replaced and superseded by the JPA Agreement dated March 1, 2017; and

WHEREAS, the JPA Agreement authorizes the members, following approval by their governing bodies, to amend the JPA Agreement by unanimous consent; and

WHEREAS, ZWS provides regional programs that include household hazardous waste collection, recycling, and disposal services; and

WHEREAS, ZWS has acquired property at 5885 Pruitt Avenue in Windsor for a proposed household hazardous waste collection facility intended to improve access and service capacity for residents in northern Sonoma County; and

WHEREAS, ZWS has requested a revolving line of credit from the County of Sonoma to finance eligible development and construction costs for the proposed facility; and

WHEREAS, Government Code section 6504 permits parties to a joint powers agreement to provide for contributions, payments of public funds, repayable advances, or personnel, equipment, and property in lieu of other contributions or advances; and

WHEREAS, the proposed First Amendment to the JPA Agreement adds Section 3.B.xv to expressly authorize those forms of support at each member's sole discretion, subject to a written agreement approved by the ZWS Board and the governing body of the applicable member; and

WHEREAS, the County proposes to fund the contemplated line of credit from the County Contingent Liability Reserve Fund, the CDS Leak Fund, the Sonoma Leak Fund, and the Healdsburg Leak Fund, which requires an amendment to the Central Disposal Site and Former Landfills Settlement Agreement by and between the County of Sonoma and the Committed Cities; and

WHEREAS, the City Council's approval of the amendments does not make the City a borrower, lender, guarantor, or party to the County-ZWS Credit Agreement and does not authorize construction of the proposed facility; and

WHEREAS, approval of the interagency amendments is a governmental fiscal and administrative activity that does not itself approve construction or result in direct or reasonably foreseeable indirect physical changes in the environment, and project-level environmental review will occur separately as required.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINDSOR AS FOLLOWS:

Section 1. JPA Amendment. The Twon Council approves the First Amendment to the Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency in substantially the form attached as Exhibit A.

Section 2. Settlement Agreement Amendment. The Town Council approves the First Amendment to the Central Disposal Site and Former Landfills Settlement Agreement in substantially the form attached as Exhibit B.

Section 3. Execution. The Mayor, or another Town official designated by the Town Manager and approved by the Town Attorney, is authorized to execute the amendments on behalf of the Town, and the Town Clerk is authorized to attest and deliver the executed documents as required.

Section 4. Minor Revisions. The Town Manager or designee, in consultation with the Town Attorney, may approve minor, non-substantive revisions to the subject amendments that do not materially alter the purpose, financial effect, or risk allocation of the amendments.

Section 5. No Town Debt or Guarantee. Nothing in this Resolution authorizes a Town expenditure, guarantee, pledge, or repayment obligation under the County-ZWS Credit Agreement. No Town funds are requested or required, and the Town is not approving, lending under, or becoming a party to that agreement.

Section 6. Environmental Review. The Town Council finds that approval of the interagency amendments is not a project under CEQA Guidelines section 15378(b)(4), because it is a governmental fiscal and administrative activity that does not itself result in direct or reasonably foreseeable indirect physical changes in the environment. Approval does not authorize construction of the proposed HHW facility or foreclose project alternatives or mitigation measures. Project-level environmental review remains separate.

Section 7. Effective Date. This Resolution takes effect immediately upon adoption. Each amendment becomes effective only in accordance with its own approval and execution requirements.

PASSED, APPROVED AND ADOPTED this 19th day of August 2026, by the following vote:

AYES:	**COUNCILMEMBERS LEEP, SALMON, WALL, VICE MAYOR POTTER AND MAYOR REYNOZA**
NOES:	**NONE**
ABSTAIN:	**NONE**
ABSENT:	**NONE**

ROSA REYNOZA, MAYOR

ATTEST:

IRENE CAMACHO-WERBY TOWN CLERK

Attachments.

- **Exhibit A** - First Amendment to the Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency
- **Exhibit B** - First Amendment to the Central Disposal Site and Former Landfills Settlement Agreement

FIRST AMENDMENT TO
CENTRAL DISPOSAL SITE AND FORMER LANDFILLS
SETTLEMENT AGREEMENT
BETWEEN
THE COUNTY OF SONOMA
AND THE COMMITTED CITIES

The County of Sonoma (the "County") and the Committed Cities (as defined below) (collectively, the "Parties" and individually any "Party") first entered into that certain Central Disposal Site and Former Landfills Settlement Agreement, with an effective date of April 1, 2015 (hereinafter "Settlement Agreement"). This First Amendment to the Settlement Agreement ("First Amendment") shall become effective as of the date it is fully executed by all Parties.

RECITALS

A. As defined by the Settlement Agreement, the "Committed Cities" refers to those cities that have executed Waste Delivery Agreements with Republic Services of Sonoma County ("Republic"), which are as follows: the City of Cloverdale, the City of Cotati, the City of Healdsburg, the City of Rohnert Park, the City of Sebastopol, the City of Santa Rosa, the City of Sonoma, and the Town of Windsor.

B. Pursuant to the Master Operations Agreement between the County and Republic and the Settlement Agreement between the County and the Committed Cities, the County has collected funds on all Committed City Waste for the benefit of the County and Committed Cities to cover environmental liabilities associated with the Former Urban Landfills and the Central Disposal Site (or "CDS");

C. These funds are held within the County's Treasury Pool and may be used only pursuant to the Settlement Agreement. Specific funds authorized by the Settlement Agreement and relevant here include: (i) the County Contingent Liability Reserve Fund, available to the County to address Unexpected Events (as defined by the Settlement Agreement) at the Former Urban Landfills and/or to cover unfunded liabilities at the CDS in the event of a Default by Republic; (ii) the Sonoma Leak Fund, designated to address Unexpected Events at the former Sonoma Landfill; (iii) the Healdsburg Leak Fund, designated to address Unexpected Events at the former Healdsburg Landfill, and (iv) the CDS Leak Fund, designated to address Unexpected Events at the CDS.

D. The Sonoma County Waste Management Agency ("Agency") has acquired property located at 5885 Pruitt Avenue, Windsor, California (APN 059-271-082) (the "Property"), where it desires to develop a household hazardous waste collection facility, which may include offices for the Agency's staff and administrative functions (the "HHW Facility"). The proposed HHW Facility would further the Agency's household hazardous waste ("HHW") program by providing improved access to HHW drop off and collection services to residents of

the cities and unincorporated areas in the northern part of Sonoma County, thereby helping to divert HHW from the CDS.

E. The Agency is requesting a line of credit from the County to construct the HHW Facility. Under the Joint Exercise of Powers Act (Government Code section 6000 *et seq.*), specifically Government Code section 6504, member agencies of a joint powers authority are allowed to make "advances" to the authority in furtherance of the purposes set forth in the joint powers agreement, with the advances repaid according to the terms of the joint powers agreement. The County, as a member agency of the Agency, desires to provided the requested line of credit, provided the lending funds can be made available from the County Contingent Liability Reserve Fund, the Sonoma Leak Fund, the Healdsburg Leak Fund, and the CDS Leak Fund.

F. The County Contingent Liability Reserve Fund, the Sonoma Leak Fund, the Healdsburg Leak Fund, and the CDS Leak Fund (collectively, the "Reserve Funds"), which together had a balance of approximately **$21,165,981 as of October 31, 2025**, are supplemental to the Former Urban Landfill Fund, which is the primary fund established under the Settlement Agreement to manage long-term liabilities at the closed urban landfills. During the anticipated term of the proposed line of credit to the Agency, the Reserve Funds are not immediately needed for their intended purposes, though the Parties agree these funds should be maintained over the long term to address potential future liabilities.

G. Under the terms of the Settlement Agreement, the County Contingent Liability Reserve Fund, the Sonoma Leak Fund, the Healdsburg Leak Fund, and the CDS Leak Fund are each restricted for specific purposes as set forth therein. To issue the requested line of credit to the Agency, the County has requested, and the Committed Cities have agreed, to amend the Settlement Agreement for the limited purpose of allowing the County to use amounts from these Reserve Funds to fund the proposed Agency line of credit, as more specifically described herein.

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

AGREEMENT

1. The above recitals are true and correct.

2. Section 6.6 "Use of County Contingent Liability Reserve Fund" of the Settlement Agreement is hereby deleted and replaced as follows:

6.6 USE OF COUNTY CONTINGENT LIABILITY RESERVE FUND

During the term of this Agreement, the County shall retain the County Contingent Liability Reserve Fund in a separate account to be available to the County to: (i) fund Unexpected Events at the Former Urban Landfills; and/or (ii) be used in connection with unfunded liabilities at the CDS in the event of a Default by Republic; and/or (iii) be used as a revolving line of credit for the benefit of the Sonoma County Waste Management Agency ("Agency") pursuant to an agreement between the County and the Agency that requires all sums borrowed by the Agency be repaid on or before [day/month] 2054 ("Line of Credit Agreement").

3. In addition to the County Contingent Liability Reserve Fund, the Settlement Agreement also set aside other funds for the benefit of the County and Committed Cities to cover the environmental liabilities associated with the Former Urban Landfills and the CDS. These funds include the Healdsburg Leak Fund, the Sonoma Leak Fund, and the CDS Leak Fund. The parties agree that the Healdsburg Leak Fund, the Sonoma Leak Fund, and the CDS Leak Fund may be used to fund a revolving line of credit for the benefit of the Sonoma County Waste Management Agency pursuant to the above-referenced Line of Credit Agreement.

4. The parties understand that the funds provided to the Sonoma County Waste Management Agency pursuant to the above-referenced Line of Credit Agreement may not be fully repaid to the County before the expiration of the Waste Delivery Agreements. County shall undertake reasonable efforts to ensure repayment to the County of all funds provided to the Sonoma County Waste Management Agency so as to ensure that the line of credit to the Agency does not impair the reasonable expectations of the parties hereunder; i.e. that such funds remain available for the term of the Settlement Agreement for the purposes described therein. Notwithstanding the foregoing, the parties agree that any funds that may be due but are not yet paid to the County under the Line of Credit Agreement shall not be considered directly or indirectly available to fund any liabilities that may arise under the Settlement Agreement for the duration of the Agency's repayment period.

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

6. This First 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 First Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

THE COUNTY AND EACH OF THE COMMITTED CITIES HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, this First Amendment to the Settlement Agreement shall be effective as of the Effective Date.

County of Sonoma

Dated: _____

By: _____
Name: Rebecca Hermosillo
Title: Chair of the Board of Supervisors

APPROVED AS TO FORM FOR COUNTY OF SONOMA

By: _____
Name: Lisa Pheatt
Title: Deputy County Counsel

City of Cloverdale

Dated: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM FOR CITY OF CLOVERDALE
By: _____
Name: Alex Mog
Title: City Attorney

City of Cotati

Dated: _____

By: _____
Name: _____

Title: _____

APPROVED AS TO FORM FOR CITY OF COTATI
By: _____
Name: John Bakker
Title: City Attorney

City of Healdsburg

Dated: _____

By: _____
Name: _____
Title: City Attorney

APPROVED AS TO FORM FOR CITY OF HEALDSBURG
By: _____
Name: Samantha Zutler
Title: City Attorney

City of Rohnert Park

Dated: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM FOR CITY OF ROHNERT PARK
By: _____
Name: Michelle Kenyon
Title: City Attorney

City of Santa Rosa

Dated: _____

By: _____
Name: _____

Title: _____

APPROVED AS TO FORM FOR CITY OF SANTA ROSA
By: _____
Name: Teresa Stricker
Title: City Attorney

City of Sebastopol

Dated: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM FOR CITY OF SEBASTOPOL
By: _____
Name: Alex Mog
Title: City Attorney

City of Sonoma

Dated: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM FOR CITY OF SONOMA
By: _____
Name: David Ruderman
Title: City Attorney

Town of Windsor

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM FOR TOWN OF WINDSOR

By: _____
Name: Jose Sanchez
Title: Town Attorney

FIRST AMENDMENT TO
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR SONOMA COUNTY WASTE MANAGEMENT AGENCY

This FIRST AMENDMENT TO AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("First Amendment") is made this ____ day of _____, 2026 ("Effective Date") by and between the COUNTY OF SONOMA, a political subdivision of the State of California, the CITIES OF CLOVERDALE, COTATI, HEALDSBURG, PETALUMA, ROHNERT PARK, SANTA ROSA, SEBASTOPOL, SONOMA AND WINDSOR, each a municipal corporation of the State of California (the County and Cities are referred to individually herein as a "Member" and collectively as the "Members").

RECITALS

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

B. On September 9, 1992, the Members entered into an agreement for a joint powers agency to deal with waste management issues ("**Original Agreement**") and the Original Agreement created a separate public entity known as the Sonoma County Waste Management Agency; and

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

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

E. On March 1, 2017, the Members entered into the Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency, which replaced and superseded the Original Agreement and all amendments thereto ("**Agreement**"); and

F. The Agreement authorizes the Members, following approval by their governing bodies, to amend the Agreement by unanimous consent; and

G. Section 6504 of the JPA Act provides in part that the parties to a joint exercise of powers agreement may provide that (a) contributions from the treasuries of the members may be made for the purpose set forth in the agreement, (b) payments of public funds may be made to defray the cost of such purpose, (c) advances of public funds may be made for the purpose set forth in the agreement, such advances to be repaid as provided in said agreement, or (d) personnel, equipment or property of one or more of the parties to the agreement may be used in lieu of other contributions or advances; and

H. As allowed by Section 6504 of the JPA Act, the Members desire to amend the Agreement to expressly provide that any of the Members may, at their sole individual discretion,

make contributions, payments, advances, or provide personnel, equipment or property to the Agency, subject to the conditions set forth in this First Amendment.

AGREEMENT

1. Section 3.B.xv. is hereby added to the Agreement to read as follows:

"xv. The Agency may accept from the Members, and each of the Members may make, at their sole discretion, (a) contributions from any of the Members' treasuries to be used in furtherance of the purposes set forth in this Agreement, (b) payments of public funds from any of the Members to defray the cost of the purposes set forth in this Agreement, (c) advances of public funds for any of the purposes set forth in this Agreement, including but limited to advances in the form of loans or lines of credit, with such advances to be repaid pursuant to terms set forth in a written agreement between the Agency and the Member contributing such advances, the terms of which must be approved by the Agency Board of Directors and the governing body of the applicable Member, or (d) personnel, equipment or property of one or more of the Members may be used in lieu of other contributions or advances, subject to terms set forth in a written agreement between the Agency and the Member contributing such personnel, equipment or property, the terms of which must be approved by the Agency Board of Directors and the governing body of the applicable Member."

2. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement shall remain in full force and effect.

[Signature Page to Follow]

FIRST AMENDMENT TO
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE SONOMA COUNTY WASTE MANAGEMENT AGENCY

IN WITNESS WHEREOF, the Members hereto, unanimously consent, through their governing bodies, to this First Amendment, and have caused their names to be affixed by their proper and respective officers as of the day and year first written above.

CITY OF CLOVERDALE, A Municipal Corporation of the State of California

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CITY OF COTATI, A Municipal Corporation of the State of California

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CITY OF HEALDSBURG, A Municipal Corporation of the State of California

By: _____

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF PETALUMA, A Municipal Corporation of the State of California

By: _____

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF ROHNERT PARK, A Municipal Corporation of the State of California

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CITY OF SANTA ROSA, A Municipal Corporation of the State of California

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CITY OF SEBASTOPOL, A Municipal Corporation of the State of California

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CITY OF SONOMA, A Municipal Corporation of the State of California

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

COUNTY OF SONOMA, A Municipal Corporation of the State of California

By: _____

Chair
Board of Supervisors

ATTEST:

_____

Clerk of the Board of
Supervisors

APPROVED AS TO FORM:

_____

County Counsel

TOWN OF WINDSOR, A Municipal
Corporation of the State of California

By: _____

Mayor

ATTEST:

_____

Town Clerk

APPROVED AS TO FORM:

_____

Town Attorney

ZERO WASTE SONOMA, A California
Joint Powers Authority

By: _____

Leslie Lukacs
Executive Director

APPROVED AS TO FORM:

_____

Agency Counsel