

**MEMORANDUM OF AGREEMENT
ESTABLISHING THE
TOWN OF WINDSOR BIOSOLIDS COLLABORATIVE**

This Memorandum of Agreement (“MOA”) establishes the Windsor Biosolids Collaborative (“Collaborative”) for the purposes described herein. This MOA is made and entered into by and between the parties that are signatory to this MOA.

Recitals

WHEREAS, the Town of Windsor (“Windsor”) has applied to the Environmental Protection Agency’s (“EPA”) Climate Pollution Reduction Grant Program (the “Grant”) for the Town of Windsor’s Biosolids Handling Facility Project (the “Project”); and

WHEREAS the Town of Windsor will be accountable to EPA and accepts full responsibility for carrying out the full scope of work, for the proper fiscal management of the Grant and all regulatory and any liability of the Project, subject to the terms of the Grant and this MOA; and

WHEREAS each of the parties to this MOA is a local government entity, special district or federally recognized Tribe functioning within Sonoma County (“County”); and

WHEREAS, the parties desire to enter into this MOA to coordinate and support Windsor's Project with the purpose of enhancing the long-term climate resilience and adaptive capacity in the County, including the alignment of multiple communities across the County in a regionally collaborative approach to reducing greenhouse gas emissions by locally managing biosolids and promoting local access to and beneficial reuse of Class A EQ biosolids and Biochar; and;

WHEREAS the parties wish to promote and disseminate information to the community on the climate resilience measures being taken in the County, including but not limited to biosolids management, wastewater treatment and recycling water; and

WHEREAS the parties do not intend to create a separate public entity pursuant to Government Code § 6500 *et seq.* or to establish a sharing of powers agreement through this MOA and no provision of this MOA may be so construed; and

WHEREAS the parties hereto recognize the value of using common resources effectively; and

WHEREAS the parties hereto desire to be proactive on regulatory issues affecting the County that transcend the traditional jurisdictional boundaries of the parties; and

WHEREAS the parties hereto desire to inform communities and the public in the County about the importance of a local biosolids handling facility; and

WHEREAS the parties hereto wish to coordinate their consideration and review of local, state, and federal policies and programs related to the expansion of the existing biosolids handling facility that will be available throughout the County; and

WHEREAS the parties hereto find that promoting a coordinated biosolids management approach in the County is in the public interest and for the common benefit of all within the County; and

WHEREAS Windsor is the applicant for the Climate Pollution Reduction Grant and will be solely responsible for managing and implementing the Grant, as well as the Project, including all phases of engineering, environmental compliance, construction, and monitoring, subject to the terms of the Grant and this MOA; and

WHEREAS, the other parties agree to attend Coordination Committee meetings, provide Greenhouse Gas Emissions data requested by Windsor (solely related to the Project), and to participate in the Regional Operations Study; and

WHEREAS the parties intend that participation in this MOA shall be entirely voluntary and that any party may elect to withdraw from the MOA at any time and for any reason.

NOW, THEREFORE, the parties hereto do hereby enter into this Memorandum of Agreement, as follows:

Memorandum of Agreement

1. **Definitions.** As used in this MOA, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

A. “MOA” shall mean this Memorandum of Agreement.

B. “Collaborative” shall mean the government entities, federally recognized Tribe and special district that are the parties to this MOA and otherwise referred to as the Windsor Biosolids Collaborative.

C. “Member Entity” or “Member Agencies” shall mean the local and/or regional public agencies, including Federally Recognized Indian Tribes, regulated under the Clean Water Act, 33 U.S.C. § 1251 et seq., Clean Water Act 33 U.S.C. § 518e et seq., the federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., and/or the state Safe Drinking Water Act, Health & Safety Code § 116275 et seq., that operate within or have jurisdiction over any area within the County, and that are signatories to this MOA. The Lytton Rancheria is only subject to federal law.

2. **Purpose.** This MOA is being entered into in order to establish the Windsor Biosolids Collaborative and carry out the goals and objectives stated herein related to local biosolids handling and greenhouse gas emission reductions. The mission, goals and objectives stated herein relate to the expansion of beneficial uses of biosolids in the County. While this MOA will coordinate the efforts of the Collaborative, there is no intent at this time to form an independent joint powers authority or agency or to establish a sharing of powers agreement pursuant to the requirements of Government Code § 6500 *et seq.* Neither this MOA nor any provision of this MOA may be construed as if the Member Entities intend to form a joint powers authority or agency or to enter a sharing of powers agreement pursuant to Government Code §6500 *et seq.* Rather, the Member Entities are entering this MOA in accordance with their respective police and other powers and the authority granted in Government Code §54981, which provides that the legislative body of any local agency

may contract with any other local agency for the performance by the latter of municipal services or functions within the territory of the former.

3. **Establishment of the Collaborative.** There is hereby established the Windsor Biosolids Collaborative. The geographic boundaries of the Collaborative shall be the same as the combined boundaries of the Member Entities.
4. **Effective Date.** This MOA shall become effective, and the Collaborative shall be established when four (4) Member Entities have authorized its execution and when the fourth Member Entity has executed the agreement, notwithstanding additional entities' execution thereafter.
5. **Counterparts.** This MOA may be executed in counterpart and each of these executed counterparts shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument.
6. **Duties of Member Entities.**

A. Town of Windsor.

Windsor is the applicant for the Grant and will be solely responsible for managing and implementing the Grant, as well as the Project, including all phases of engineering, environmental compliance, construction, and monitoring, subject to the terms of the Grant and this MOA. Additionally, Windsor shall attend Coordination Committee meetings.

B. Other Member Entities.

All Member Entities other than Windsor agree to:

- (a) Attend coordination meetings with the other Member Agencies.
- (b) Provide Greenhouse Gas Emissions data requested by Windsor (solely related to the Project), which data provided may include, but not be limited to the following:
 - i. Electricity use and/or run times for onsite biosolids processing equipment
 - ii. Frequency, magnitude, and distance of off-site biosolids hauling
 - iii. Frequency, magnitude, and distance of chemical deliveries
 - iv. Solids content of biosolids taken offsite
 - v. Operational data if changes are made to biosolids handling processes.
- (c) Participate in the Regional Operations Study, which generally requires the Member Entities to respond to data requests and provide information regarding current and future biosolids handling practices in a timely manner, and provide input on operational considerations for a future local biosolids handling facility.
- (d) Cooperate in informing communities and the public in the County about the importance of a local biosolids handling facility; and
- (e) Coordinate their consideration and review of local, state and federal policies and programs related to the establishment of a local biosolids handling facility that will be available to all Member Entities.

- (f) If any Member Entities are to be Grant subrecipients, to be fully accountable to Windsor for proper use of EPA funding and successful Grant implementation.

7. Termination of Membership.

Causes. A Member Entity's participation in this MOA shall terminate on the occurrence of any of the following:

- (A) The voluntary resignation of a Member Entity upon written notice by an authorized representative of the Member Entity to the other Member Entities.
- (B) The occurrence of an event which renders a party no longer eligible for membership in this MOA as a Member Entity in accordance with the requirements of Section 1(d).

8. Liability

For the purposes of this MOA, the parties to this MOA shall each be solely responsible for their acts and omissions in fulfilling their duties specified in Section 6 of this MOA, and no party to this MOA shall have any responsibility for any acts or omissions of any other party to this MOA. In accordance with Section 2, this MOA does not form a joint powers authority or agency and is not a sharing of powers agreement pursuant to Government Code §6500 *et seq.* Accordingly, the provisions of Government Code §895.2 do not apply to this MOA, and the parties to this MOA are not jointly and severally liable for any liability arising from or related to this MOA, including, but not limited to, the parties' acts and omissions in fulfilling their duties pursuant to this MOA. This MOA is not intended to alter and no provision of this MOA may be construed to alter the liability, immunities from liability and defenses against liability of any party to this MOA pursuant to applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Town of Windsor/Windsor Water District

By: _____

Print Name: _____

Title: _____

Date: _____

City of Cloverdale

Print Name: _____

Title: _____

Date: _____

City of Santa Rosa

By: _____

Print Name: _____

Title: _____

Date: _____

City of Petaluma

By: _____

Print Name: _____

Title: _____

Date: _____

Sonoma Water

By: _____

Print Name: _____

Title: _____

Date: _____

City of Healdsburg

Print Name: _____

Title: _____

Date: _____

Lytton Rancheria

By: _____

Print Name: _____

Title: _____

Date: _____
