

MEMORANDUM

TO: CITY COUNCIL

FROM: WHITNEY MCDONALD, CITY MANAGER

SUBJECT: APPROVAL OF SECOND AMENDMENT TO THE INTEGRATED WASTE MANAGEMENT AUTHORITY (IWMA) JPA, FIRST AMENDMENT TO THE IWMA MEMORANDUM OF AGREEMENT, AND RESOLUTION DECLARING INTENT TO REMAIN A MEMBER OF THE IWMA SUBJECT TO CONDITIONS

DATE: NOVEMBER 9, 2021

SUMMARY OF ACTION:

1) Approve the Second Amendment to the San Luis Obispo County Integrated Waste Management Authority (IWMA) Joint Powers Agreement (JPA) to remove the County of San Luis Obispo (County) from the JPA, 2) approve the First Amendment to the Memorandum of Agreement (MOA) between the member jurisdictions of the IWMA and the special districts that are currently subject to the MOA to acknowledge the Third Amendment to the JPA, and 3) adopt a Resolution declaring the City's intent to remain a member of the IWMA so long as certain conditions are met.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The proposed Resolution includes a condition insisting that the IWMA retain a third-party firm with solid waste management expertise to analyze fees, staffing structures and make recommendations for any programs and services that are not required by, or are in excess of, State solid waste regulations. The condition states that the report shall identify potential cost saving measures and that the IWMA Board shall evaluate and implement those recommendations to reduce costs and minimize expenses. At this time, it is unclear what this report will conclude. It is also currently unclear whether it will be most cost-efficient to the City and its solid waste customers for the City to remain with the IWMA or to seek services from another agency, such as the County. Additional time and analysis is necessary to evaluate this issue, and the proposed Resolution would require the IWMA to perform the analysis that is necessary to enable the City to make a determination regarding cost effectiveness. The IWMA has engaged its current consultant, HF&H, to conduct an analysis of the fees that will be needed to support the IWMA's work in light of both SB 1383 and the departure of the County of San Luis Obispo from the IWMA. That analysis is underway; however, it is not currently scoped to satisfy the condition requiring a study analyzing the fees, staffing structures, and cost saving measures to be implemented by the IWMA. IWMA-related fees have historically been assessed as pass-through costs to the customers of South County Sanitary Services. New or increased

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IWMA fees will be included as part of a future rate adjustment requested by South County Sanitary Services consistent with the City's franchise agreement.

RECOMMENDATION:

1) Approve the Second Amendment to the San Luis Obispo County Integrated Waste Management Authority ("IWMA") Joint Powers Agreement; 2) Approve the First Amendment to the Memorandum of Agreement (MOA) between the member jurisdictions of the IWMA and the authorized districts; and 3) Adopt a Resolution declaring the City's intent to remain a member of the IWMA so long as certain conditions are met.

BACKGROUND:

The Integrated Waste Management Authority (IWMA) is a Joint Powers Authority that has been comprised of the County of San Luis Obispo (County), seven cities (Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo) and numerous special districts (the Avila Beach, California Valley, Cambria, Ground Squirrel Hollow, Heritage Ranch, Los Osos, Nipomo, Oceano, San Miguel, San Simeon, and Templeton Community Services Districts, and the Cayucos Sanitary District). The IWMA is governed by a First Amended Joint Powers Agreement entered into by the County and the seven cities. A Memorandum of Agreement between the IWMA's member jurisdictions and the special districts in the County with activated solid waste powers governs the identified special districts' participation in the IWMA. The IWMA is governed by a thirteen-member Board of Directors consisting of all five County Supervisors, one elected representative from each of the seven cities, and one elected representative from the participating special districts.

The IWMA manages regional household hazardous waste programs and educates and reports on solid waste, recycling, and food/green waste on behalf of its members. The IWMA has allowed JPA members to pool resources and cost-effectively comply with various solid waste regulations, including the recently enacted Short Lived Climate Pollutants regulations – commonly referred to as Senate Bill (SB) 1383. The IWMA staff administer over 40 different solid waste programs, including monitoring and reporting to the State, household hazardous waste collection, electronics waste collection, sharps disposal, and public education and outreach.

On May 18, 2021, the County of San Luis Obispo commissioned a third-party study of costs to assess the fiscal impacts of the County's withdrawal from the IWMA. The study determined five new full-time positions and multiple programs would be necessary to meet the service level necessary for compliance with SB1383 and historically provided by the IWMA. The cost of implementing a new program at the County was estimated to

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be between \$1.6 to \$2.1 million per year. To cover these projected cost increases, the County would need to immediately increase solid waste rates by 10% to 12% for residents in unincorporated areas not served by authorized special districts. The County's analysis did not include consideration of how withdrawal would financially impact remaining JPA members, or the policy and JPA issues raised from such a withdrawal.

On August 10, 2021, the County Board of Supervisors held a hearing to decide whether to withdraw from the IWMA and voted to withdraw from the IWMA and implement an independent County solid waste compliance program. On September 14, 2021, the County Board of Supervisors passed a Resolution to formally notify the IWMA of its intent to withdraw on November 15, 2021.

On June 9, 2021, the IWMA Board of Directors adopted a resolution increasing its fees to address the anticipated additional costs of implementing SB 1383. Under the previously-adopted fee resolution, waste haulers were responsible for paying the following fees to the IWMA: 2% of gross revenue collected from commercial customers, \$0.30 per month for residential customers paying less than \$50 per month, 2% for residential customers paying more than \$50 per month, and a tipping fee of \$3 per ton. The new resolution adopted in June 2021 imposes the following fees on waste haulers: 3.25% of gross revenue collected from all customers and a \$4 per ton tipping fee. The resolution was to become effective on October 1, 2021. However, significant confusion arose regarding the proper procedure for implementing the new fees and, upon the County's announcement of its intent to withdraw from the IWMA, it became clear that the adopted fees were likely to change. As a result, the IWMA Board subsequently directed that the fee resolution will not be implemented until January 1, 2022.

On October 13, 2021, the IWMA Board of Directors approved as to form an amendment to the JPA that removes the County and enables the Board of Directors to continue to meet and conduct the necessary business of the IWMA (Attachment 1). In addition, the IWMA Board of Directors approved as to form an amendment to the MOA between the IWMA members and the special districts to ensure consistency with the amended JPA (Attachment 3). In order to become effective, both of these documents must be approved by all of the remaining members of the IWMA.

ANALYSIS OF ISSUES:

Ratepayers in the City currently contribute approximately \$105,000 per year to the IWMA for its services, through a combination of a solid waste management fee paid by all solid waste rate payers (approximately \$50,000 per year), and a landfill tipping fee surcharge of \$3 per ton (approximately \$55,000 per year). This amounts to roughly 5.25% of the IWMA's \$2 million annual budget. Prior to the County's withdrawal notification, the IWMA

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stated the need to increase its annual budget to about \$3.7 million to conduct additional SB 1383 compliance work. If the City's contribution rate to the IWMA's annual operating costs remains the same, at 5.25%, and if the IWMA's annual budget remains as estimated at \$3.7 million, the City's future costs to remain part of the IWMA may be approximately \$194,250. The HF&H fee reanalysis is currently underway and is intended to confirm or revise estimated fiscal impacts of the County leaving the IWMA and the service costs of complying with SB1383 by IWMA member agencies. The County's withdrawal will increase the City's proportional share of the IWMA's annual budget and is expected to require an increase in the IWMA's fee for all remaining members.

While changes in service level and revenue are anticipated impacts of the departure of the County, further analysis is required to understand the breadth of those impacts on the remaining member agencies. Despite the circumstances of the County's departure and amidst the reassessment of fees, representatives of several cities have expressed their intent to remain members of the IWMA. Toward this end, the cities of Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo have adopted resolutions stating their intent to remain in the IWMA. With the exception of the City of Morro Bay, the resolutions adopted by the cities include certain conditions that require the IWMA to take steps to address the near- and long-term needs of the member agencies. These conditions are discussed in more detail below.

The City of Arroyo Grande is, and has been, a significant partner to the IWMA, and the IWMA has been a critical partner in assisting the City in meeting compliance with State mandates, including SB 1383. Agencies continued participation as members of the IWMA is critical for the IWMA's ongoing viability as a regional organization. Regionality in solid waste traditionally provides an economy of scale, ensures consistent education and outreach among member jurisdictions, and locally has been a successful means of meeting waste diversion and compliance since 1994. The role of the IWMA has provided its member agencies with educational outreach on landfill diversion, source reduction, and emissions reduction efforts implemented in local communities. The IWMA is a regional government entity representing its members in solid waste diversion and reduction efforts. The efficacy of the organization depends on the breadth and participation of its member base. To remain an operating JPA, the remaining member agencies must agree on terms for the organization without the County's involvement. Staff and City Management met and conferred on what conditions would be necessary to commit to continued membership once the County fully withdraws.

Proposed Second Amendment to the JPA and First Amendment to the MOA

The proposed Second Amendment to the JPA and the MOA amendment are necessary to remove the County from the JPA and its Board of Directors to ensure that the IWMA Board of Directors may continue to meet without the participation of the County Board of

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Supervisors. The proposed amendments also include changes to the quorum and voting provisions contained in section 8.5 of the JPA. Currently, Section 8.5 requires at least one County representative to constitute a quorum. In addition, Section 8.5 includes language requiring eight affirmative votes (aka, a “supermajority”) of the Board of Directors to approve any action when invoked by any member of the Board. This supermajority provision is proposed to be removed as there will only be eight remaining members of the IWMA Board of Directors following the removal of the five County Supervisors. The MOA is also proposed to be amended to bind the participating special districts to the terms of Second Amended JPA.

It is anticipated that additional amendments will be made to the JPA to address the needs of the remaining members. A committee of staff from the IWMA and the remaining member agencies is being formed to develop the additional amendments, which will return to the member agencies for adoption at a later date.

Resolution of Intent to Remain a Member of the IWMA

In addition to the proposed amendments to the JPA and MOA, a resolution has been prepared to enable the City to express support for the ongoing regional work of the IWMA while also identifying specific conditions to address remaining concerns following the County’s exit (Attachment 5). The proposed Resolution requires additional revisions to the JPA Agreement, as well as other actions, in order for the City to continue its membership. These revisions and additional actions include:

1. Add a provision to the JPA which clearly and directly limits the IWMA’s ability to adopt, impose, or implement any rule, regulation, policy, or ordinance in excess of State requirements (also requested by Grover Beach, Paso Robles, Pismo Beach, and San Luis Obispo);
2. Amend the JPA to require at least 6 months’ notice in the event that a member wishes to leave the IWMA (also requested by Pismo Beach);
3. Begin recruitment and diligently pursue hiring a permanent Executive Director as soon as practical (also requested by Grover Beach, Paso Robles, Pismo Beach, and San Luis Obispo); and
4. Hire a third-party firm with solid waste management expertise to analyze fees, staffing structures and make recommendations for any programs and services that are not required by, or are in excess of, State solid waste regulations. The report shall identify potential cost saving measures and the IWMA Board shall review and implement those recommendations to reduce costs and minimize expenses. *The report must be reviewed by the managers of the IWMA member agencies before it is finalized and implemented* (also requested by Grover Beach, Paso Robles, Pismo Beach, and San Luis Obispo, with the exception of the italicized language which is proposed by Arroyo Grande); and

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5. Provide all information necessary to support the adoption of fees that meet all applicable legal requirements, including any information needed by the member agencies to implement the IWMA's fees as determined through coordination with the managers of the member agencies (requested by Arroyo Grande only); and
6. Rescind IWMA Resolution No. 21-06-02 and coordinate with the member agencies' managers before adopting any other increases to the IWMA's fees (requested by Arroyo Grande only).

These changes and actions will correct historical problems at the IWMA and help to bring stability to the organization. At this time, the first item listed above has been requested by the cities of Grover Beach, Paso Robles, Pismo Beach, and San Luis Obispo. As a result, it is proposed that the City support this request as well in order to meet the needs of the remaining member agencies. The second item listed above has been requested by the City of Pismo Beach as a mechanism to address the challenges that the short 30-day notice period currently contained in the JPA has created for the IWMA and its member agencies. The third item has been included to ensure that the IWMA retains high-quality leadership to bring greater stability to the organization. The fourth item listed above has been included to ensure that the IWMA's budget reflects the true needs of the organization following the County's exit. This analysis is crucial to the agency's ability to establish appropriate fees to support its ongoing operations.

The fifth and sixth items described above are included to ensure that the City, and all other member agencies, receive all information necessary to implement future fee increases by the IWMA. In light of the confusion surrounding the proper procedures for implementing the IWMA's fee adjustments, increased coordination is necessary. Additionally, because the fee increase adopted by the IWMA Board of Directors in June 2021 does not address the effects of the County's departure, that resolution should be rescinded so as to not create more confusion for the member agencies, their waste haulers, or their customers.

The proposed Resolution further states the City's intent to continue evaluating the financial implications of remaining with the IWMA as compared to other options for meeting the State's waste management requirements, as discussed further below.

Alternatives to Remaining in the IWMA

The City may also consider withdrawing from the IWMA, as the County did; however, the City would then become responsible for all of the work required under applicable State laws governing waste management, including SB 1383. This would require the City to implement new programs in the following areas, at a minimum:

- Ordinances and policies meeting all applicable State laws and regulations;

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- Management of household hazardous waste recovery sites and services;
- Capacity planning for organics processing and edible food recovery;
- Ensure that all customers have organics collection services and that the organics waste streams are properly processed;
- Monitoring and enforcement, including annual inspections of commercial and multi-family housing solid waste accounts, as well as contamination monitoring of all waste streams;
- Planning and implementation of an edible food recovery program;
- Education and outreach to all solid waste customers on their compliance obligations; and
- Reporting and record keeping, including submittal of annual reports to the State.

In order to complete these tasks itself, the City would need to hire additional staff and consultants who are experienced in managing waste programs in California. It is highly likely that the costs to implement the City's own waste program would exceed the total fees paid by City customers to the IWMA. However, consultation with experienced waste management professionals would be needed to more accurately determine the staffing and financial resources necessary to comply with all applicable waste regulations.

The City may also consider seeking to contract with the County or another agency to provide the services necessary to meet the State's waste management requirements. However, it is unknown whether the County or other city would be interested and/or able to provide these services to the City, and it is unclear what the costs of such an approach would be for the City. In addition, contracting with the County or other local agency would remove the City's ability to share in policy and governance decisions that impact the City's customers. A Joint Powers Authority reserves the ability of the City to take part in these decisions through representation on the agency's Board of Directors.

Finally, any efforts by the City to begin its own waste management program or to contract with another agency, such as the County, for its services runs the risk that the programs will not be implemented by the January 1, 2022 deadline under SB 1383. Under SB 619, local agencies may seek reprieve from penalties assessed by CalRecycle for failure to implement SB 1383. However, agencies are required to provide proof of good faith efforts to comply.

In light of the foregoing, it is recommended that the City continue its participation in the IWMA for the time being. Assuming the IWMA satisfies the conditions required by the cities, more information will become available to identify the true costs to the City's customers to continue receiving services from the IWMA. If directed by Council, staff may also work, in the meantime, to obtain additional information from the County or other

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agencies to determine the comparative costs of contracting with those other agencies for waste management services. Approving the amendments to the JPA and MOA and adopting the proposed Resolution will provide time for the City to gather this information while also providing proof of the City's efforts to timely implement SB 1383.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Adopt staff's recommendations to (1) Approve the Second Amendment to the San Luis Obispo County Integrated Waste Management Authority Joint Powers Agreement; (2) approve the First Amendment to the Memorandum of Agreement between the member jurisdictions of the IWMA and the authorized districts; and (3) adopt a Resolution declaring the City's intent to remain a member of the IWMA so long as certain conditions are met;
2. Approve the Second Amendment to the San Luis Obispo County Integrated Waste Management Authority Joint Powers Agreement, and approve the First Amendment to the Memorandum of Agreement between the member jurisdictions of the IWMA and the authorized districts, but do not adopt the Resolution declaring the City's intent to remain a member of the IWMA or provide direction to alter and adopt the Resolution;
3. Provide direction to further evaluate withdrawing from the IWMA and entering into an agreement with the County to conduct all waste regulatory compliance work; or
4. Provide additional direction to staff to perform an analysis on the comparative costs of staffing and performing these services in-house; or
5. Provide other direction to staff.

ADVANTAGES:

Approving staff's recommendations will enable the City to continue its membership in the IWMA, which significantly assists the City in satisfying its waste management obligations under State law, including the pending challenges of SB 1383 implementation. The proposed Resolution establishes expectations for the IWMA to address the needs of its member agencies following the County's exit and to ensure that it will continue to meet all State mandates for local waste management. Together, the recommended actions will also provide time for the City, the IWMA, and its member agencies to ensure that the IWMA continues to provide the most effective and cost-efficient mechanism for meeting the agencies' waste requirements.

DISADVANTAGES:

It is unclear what costs will be borne by the City's customers resulting from the County's decision to withdraw from the IWMA and the City's decision to remain in the IWMA. Additional information is necessary to fully evaluate this issue and the IWMA will need to complete a more detailed analysis to provide accurate estimates to the City.

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ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachments:

1. Second Amendment to the Joint Powers Agreement
2. Joint Powers Agreement
3. First Amendment to the Memorandum of Agreement
4. Memorandum of Agreement between IWMA and Special Districts
5. Proposed Resolution



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

Attachment 1

IWMA Board of Director's

Charles Bourbeau - President,
City of Atascadero

Jan Marx - Vice President,
City of San Luis Obispo

Robert Enns - Past President,
Special Districts

Debbie Arnold - Supervisor,
San Luis Obispo County Dist. 5

Karen Bright,
City of Grover Beach

Lynn Compton - Supervisor,
San Luis Obispo County Dist. 4

Bruce Gibson - Supervisor,
San Luis Obispo County Dist. 2

John Hamon,
City of Paso Robles

Jeff Heller,
City of Morro Bay

Scott Newton,
City of Pismo Beach

Dawn Ortiz-Legg - Supervisor,
San Luis Obispo County Dist. 3

John Peschong - Supervisor,
San Luis Obispo County Dist. 1

Keith Storton,
City of Arroyo Grande

IWMA Staff

Patti Toews,
Interim Executive Director

Kelly York,
SB Program Manager

Barbara Aspernelson,
Accountant

Sasha Del Giorgio,
Clerk of the Board

Jeff Minnery
Legal Counsel

Via Electronic and U.S. Mail

October 19, 2021

City of Arroyo Grande
Attn: City Manager and Legal Counsel
300 East Branch Street
Arroyo Grande, CA. 93420

**Re: Agency Adoption of Amendment to the IWMA Joint Powers Agreement ("JPA")
Adoption of Amendment to the IWMA Memorandum of Agreement ("MOA")**

Dear City Manager and Legal Counsel:

On October 13, 2021, the Board of Directors of the San Luis Obispo County Integrated Waste Management Authority ("IWMA") approved "as to form" the enclosed amendment to the JPA ("JPA Amendment"). The changes are limited to those specific to board composition, quorum requirements, and the required Government Code designated agency, following the County's formal withdrawal on November 15, 2021. The "supermajority" provision in Section 8.5 is also deleted. Without this deletion, a unanimous vote could be required on any item with the request of one board member. Instead, this revision provides for a simple majority on all matters. The IWMA Executive Committee is considering the formation of an ad hoc committee to assist with further modification of the JPA in the near future. This JPA Amendment reflects a preliminary step.

At the same October meeting, the IWMA Board of Directors also approved "as to form" the enclosed amendment to the Memorandum of Agreement ("MOA Amendment"). The MOA was originally executed by and between the Cities, the County, and Special Districts with solid waste powers, to amend the JPA Agreement to include those Special Districts for representation on the IWMA Board. This MOA Amendment formalizes the Special Districts' acceptance of the aforementioned amendment to the JPA. For the JPA Amendment and the MOA Amendment to be effective, they will need to be adopted by all member agencies. It is our anticipation that your city council will consider these Amendments prior to November 15, 2021.

Please contact me if you have any questions.

Sincerely,

Patti Toews, Interim Executive Director
San Luis Obispo Integrated Waste Management Authority

Enclosures: Amendment to IWMA JPA re Quorum_redline
Amendment to IWMA JPA re Quorum_clean
Amendment to IWMA MOA re JPA Amendment

**SECOND AMENDMENT TO THE
SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY
("IWMA") JOINT POWERS AGREEMENT**

This Second Amendment to the Joint Powers Agreement ("Second Amendment") dated October 13, 2021, is made by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, hereinafter called "Cities," and the County of San Luis Obispo, hereinafter called "County."

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the Cities and the County forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purposes of facilitating the development of waste diversion programs and projects and of providing economies of scale on a regional basis (hereinafter referred to as the "JPA Agreement"); and

WHEREAS, in or around 2001, a memorandum of agreement ("MOA") was executed by and between the Cities, the County, and certain special districts within the County ("Authorized Districts") (collectively "parties") amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

WHEREAS, Section 7.2 (b) of the JPA Agreement provides that "[r]epresentatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement . . ."; and

WHEREAS, Section 8.5 of the JPA Agreement provides that to establish a quorum of the IWMA Board, there must be present a majority of representatives, "including one COUNTY representative"; and

WHEREAS, on September 14, 2021, the County Board of Supervisors voted to withdraw from the IWMA with an effective date of November 15, 2021; and

WHEREAS, to facilitate the continued operation of the IWMA Board of Directors without the County as a member jurisdiction, this Second Amendment to the JPA Agreement is necessary to (1) revise the representative members of the IWMA Board of Directors to eliminate the participation of the County Board of Supervisors; and (2) eliminate the requirement that a County representative is required to establish a quorum of the IWMA Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 5.3 of the JPA Agreement is amended and restated as follows:

Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates the City of San Luis Obispo ~~San Luis Obispo County~~ as the Member required to be designated by Section 6509 of the California Government Code.

2. Section 7.2 (b) of the JPA Agreement is amended and restated as follows:

Representatives of the ~~COUNTY and~~ CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of ~~the five members of the Board of Supervisors of the County of San Luis Obispo and of one~~ **additional** member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

3. Section 8.5 of the JPA Agreement is amended and restated as follows:

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives, ~~including one COUNTY representative.~~ Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. ~~However, eight (8) affirmative votes shall be required for taking any action in the event any Member demands such a vote.~~ The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

4. All other terms and conditions of the JPA Agreement will remain in full force and effect.
5. Effective Date. This Second Amendment shall become effective upon the adoption and execution of all member agencies and the formal exit of the County of San Luis Obispo from the IWMA.

IN WITNESS WHEREOF, the parties have each caused this Second Amendment to the JPA to be executed by their duly authorized representative effective upon the execution by all member agencies.

**SECOND AMENDMENT TO THE
SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY
("IWMA") JOINT POWERS AGREEMENT**

This Second Amendment to the Joint Powers Agreement ("Second Amendment") dated October 13, 2021, is made by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, hereinafter called "Cities," and the County of San Luis Obispo, hereinafter called "County."

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the Cities and the County forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purposes of facilitating the development of waste diversion programs and projects and of providing economies of scale on a regional basis (hereinafter referred to as the "JPA Agreement"); and

WHEREAS, in or around 2001, a memorandum of agreement ("MOA") was executed by and between the Cities, the County, and certain special districts within the County ("Authorized Districts") (collectively "parties") amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

WHEREAS, Section 7.2 (b) of the JPA Agreement provides that "[r]epresentatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement . . ."; and

WHEREAS, Section 8.5 of the JPA Agreement provides that to establish a quorum of the IWMA Board, there must be present a majority of representatives, "including one COUNTY representative"; and

WHEREAS, on September 14, 2021, the County Board of Supervisors voted to withdraw from the IWMA with an effective date of November 15, 2021; and

WHEREAS, to facilitate the continued operation of the IWMA Board of Directors without the County as a member jurisdiction, this Second Amendment to the JPA Agreement is necessary to (1) revise the representative members of the IWMA Board of Directors to eliminate the participation of the County Board of Supervisors; and (2) eliminate the requirement that a County representative is required to establish a quorum of the IWMA Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 5.3 of the JPA Agreement is amended and restated as follows:

Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates the City of San Luis Obispo as the Member required to be designated by Section 6509 of the California Government Code.

2. Section 7.2 (b) of the JPA Agreement is amended and restated as follows:

Representatives of the CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of one member from the governing body of each incorporated city, within the boundaries of the County of San Luis Obispo, which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

3. Section 8.5 of the JPA Agreement is amended and restated as follows:

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives. Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

4. All other terms and conditions of the JPA Agreement will remain in full force and effect.
5. Effective Date. This Second Amendment shall become effective upon the adoption and execution of all member agencies and the formal exit of the County of San Luis Obispo from the IWMA.

IN WITNESS WHEREOF, the parties have each caused this Second Amendment to the JPA to be executed by their duly authorized representative effective upon the execution by all member agencies.

CITY OF ARROYO GRANDE

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Date: _____

**FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF
THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT
AUTHORITY AND THE AUTHORIZED DISTRICTS**

This First Amendment to the Memorandum of Agreement ("First Amendment to the MOA") is executed on the date below stated, by and between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (the County of San Luis Obispo and the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo) and the special district parties to the Memorandum of Agreement ("MOA") (Avila Beach Community Services District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Ground Squirrel Hollow Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, Nipomo Community Services District, Oceano Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District (hereinafter "Authorized Districts")).

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction (hereinafter referred to as the "JPA Agreement"); and

WHEREAS, pursuant to the JPA Agreement, the power to perform the responsibilities of the joint powers authority was vested in the San Luis Obispo County Integrated Waste Management Authority Board of Directors ("IWMA Board"); and

WHEREAS, in or around 2001, an MOA was executed by and between the incorporated cities, the County of San Luis Obispo, and the Authorized Districts amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

WHEREAS, in or around October 13, 2021, the JPA Agreement was amended ("Second Amendment to the JPA Agreement") to reflect the County of San Luis Obispo's withdrawal from the IWMA (a true and correct copy of the Second Amendment to the JPA Agreement is attached hereto as Exhibit A); and

WHEREAS, by this First Amendment to the MOA, the parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.
2. All other terms and conditions of the MOA will remain in full force and effect.

This First Amendment to the MOA may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have each caused this First Amendment to the MOA to be executed by their duly authorized representative effective upon the execution by all member agencies.

CITY OF ARROYO GRANDE

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Date: _____

JOINT POWERS AGREEMENT

TO ESTABLISH AN

INTEGRATED WASTE MANAGEMENT AUTHORITY

FOR THE CITIES AND COUNTY OF

SAN LUIS OBISPO, CALIFORNIA

**JOINT POWERS AGREEMENT
TO ESTABLISH AN
INTEGRATED WASTE MANAGEMENT AUTHORITY
FOR THE CITIES AND COUNTY OF SAN LUIS OBISPO, CALIFORNIA**

THIS JOINT POWERS AGREEMENT is made and entered into this 10th day of May, 1994, by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, hereinafter called "CITIES," and the County of San Luis Obispo, a body politic and corporate and a subdivision of the State of California, hereinafter called "COUNTY," as follows:

WHEREAS, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

WHEREAS, it is desirable that a single agency be created by and with the consent of CITIES and COUNTY to advise, plan for, suggest, and implement solutions to common solid waste problems; assist with programs by utilizing the professional talents of the various governmental jurisdictions in the County and of experts in various other fields and to coordinate their efforts; and

WHEREAS, the California Integrated Waste Management Act (California Public Resources Code section 40000 et seq.) and all regulations adopted under that legislation

requires, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, the CITIES and COUNTY have the power to plan, acquire, construct, maintain, manage, regulate, operate and control facilities for the collection, transportation, processing and disposal of the solid waste, including recyclables, generated within their jurisdictions; and

WHEREAS, the CITIES and COUNTY believe that by combining their separate powers they can achieve their waste diversion goals and satisfy the requirements of the Integrated Waste Management Act more effectively than if they exercise those powers separately; and

WHEREAS, the CITIES and COUNTY intend by this Agreement to exercise their respective powers jointly and to exercise such additional powers as are available for the purpose of achieving their waste diversion goals, complying with the Integrated Waste Management Act and developing integrated resource recovery facilities for the benefit of all CITIES and COUNTY; and

WHEREAS, the CITIES and COUNTY intend, pursuant to this Agreement, to establish a regional agency in accordance with Public Resources Code Section 40973; and

WHEREAS, the CITIES and COUNTY intend, pursuant to this agreement and Public Resources Code Section 40973, that said regional agency, and not the CITIES and COUNTY which are members of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780); and

WHEREAS, the CITIES and COUNTY desire to establish and confer upon a separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. Definitions.

To the extent that any of the following definitions conflict with any definition set forth in the California Integrated Waste Management Act, (PRC Sec. 40000 et seq.), and the Regulations promulgated thereunder, said Act and/or Regulations shall take priority. The terms defined in this Section that begin in this Agreement with quotation marks have the following meanings:

1.1 "Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

1.2 "Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time.

1.3 "Authority" means the San Luis Obispo County Integrated Waste Management Authority, a joint exercise of powers agency created by the Members pursuant to this Agreement.

1.4 "Board" means the Board of Directors of the Authority.

1.5 "City" means any Member that is a city, and "Cities" means all of the Members that are cities.

1.6 "Composting Facility" means a facility at which composting is conducted and which produces a product meeting the definition of compost in Public Resources Code (PRC) section 40116. ("Compost" means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. "Compost" includes vegetable, yard and wood wastes which are not hazardous waste, and biosolids where combined with other organic materials in a mixture that consists largely of decayed organic matter, and is used for fertilizing and conditioning land.)

1.7 "County" means the unincorporated areas of San Luis Obispo County, California.

1.8 "Fiscal Year" means the period commencing on each July 1 and ending on the following June 30.

1.9 "HHW" means household hazardous waste as described in the household hazardous waste element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

1.10 "HHWE" means the Household Hazardous Waste Element as required by the Act (California Public Resources Code Sections 40000 et seq.) as that element may be amended from time to time.

1.11 "Joint Facilities" means a materials recovery facility, composting or HHW Facility, or combination thereof, which is located within the boundary of the Authority and is owned by some or all of the members directly, or by the Authority, or by private entity, for the benefit of some or all of the members.

1.12 "Manager" means the person hired and appointed by the Board as the Authority's administrative officer to administer the affairs of the Authority and to effect the policies of the Board.

1.13 "Member" means any of the signatories to this Agreement and "Members" means all of the signatories to this Agreement.

1.14 "MRF" means a "materials recovery facility" which means a permitted solid waste facility where solid wastes or recyclable materials are sorted or separated, by hand or by use of machinery, for the purposes of recycling or composting. (Title 14, Ch. 9, Art. 3, Section 18720, "Definitions.") "MRF" means a transfer station which is designed to, and, as a condition of its permit, shall recover for reuse or recycling at least 15 percent of the total volume of material received by the facility. (PRC 50000(a)(4).)

1.15 "NDFE" means a Nondisposal Facility Element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

1.16 "Revenue Bonds" means revenue bonds, notes, certificates of participation and any other instruments and evidences of indebtedness issued by the Authority from time to time pursuant to the law or any other applicable law in order to finance the MRF, any Joint Facilities or any Sole Use Facilities.

1.17 "Sole Use Facilities" means an integrated resource recovery facility, performing one or more of the functions of a MRF, composting or HHW Facility which is located within the boundary of the Authority and is owned by one member or a private entity, but in all events is operated for the benefit of one or more, but not all, of the Members.

1.18 "Solid Waste Landfill" shall have the meaning set forth in Section 40195.1 of the Public Resources Code, as that section may be amended from time to time.

1.19 "SRRE" means a Source Reduction And Recycling Element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

SECTION 2. Purpose.

*This Agreement is entered into for the purposes of providing for the joint exercise of certain powers common to the Members and for the exercise of such additional powers as are conferred by law in order to achieve our waste diversion goals. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement and to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement.

The members enter the agreement with the intent to operate the Authority in compliance with the requirements of the Act, with a minimum level of staff, addressing those operations and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation, and contract services provision. The duties and responsibilities of each city and the County are described in the applicable adopted plans. The Authority is formed with the purpose and intent of

facilitating the development of programs and projects that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction.

SECTION 3. Creation of Authority.

3.1 The Members hereby create and establish an authority and public entity to be known as the "San Luis Obispo County Integrated Waste Management Authority," (hereinafter referred to as Authority) it being understood that the Board shall be entitled to change the Authority's name from time to time if it so chooses. The Authority shall be a public entity separate from each of the Members.

3.2 The Authority shall constitute a regional agency pursuant to Public Resources Code Section 40973. Said regional agency, and not the CITIES and COUNTY which are members of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780). In the event that the regional agency fails to comply with said waste diversion requirements, it is expressly understood and agreed that Section 12 of this Agreement shall provide for indemnification for the benefit of the regional agency and its members as specifically set forth therein.

3.3 The assets, rights, debts, liabilities and obligations of the Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities or obligations of

the Authority, provided that both the Board and that Member approve such contract or assumption.

SECTION 4. Term.

The Authority shall become effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section 13 of this Agreement. However, in no event shall the Authority be dissolved if its dissolution would conflict with or violate the terms or conditions of any Revenue Bonds or related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

SECTION 5. Powers.

5.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, a MRF, composting, HHW, or Joint Facilities and Sole Use Facilities subject, however, to the conditions and restrictions contained in this Agreement. The Authority shall also have the power to plan, study and recommend proper solid waste management consistent with the Act and, to the extent permitted by the Act and this Agreement, implement the programs specified in the state approved and locally adopted SRREs, the HHWE, the NDFE, and the Countywide or Regional Siting Element for all or any portion of the area included within the Authority's boundary. Notwithstanding any other provisions of this agreement, the Authority shall not acquire, regulate, set fees for, or operate any solid

waste landfills, recycling, or composting facilities owned or operated by member jurisdictions without the express written consent of such member(s).

5.2 To the full extent permitted by applicable law, the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers that each Member could exercise separately including, without limitation, any and all of the following:

- (a) to make and enter into contracts, including contracts with any Member;
- (b) to apply for and accept grants, advances and contributions;
- (c) to contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) to make plans and conduct studies;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to sue and be sued in its own name;
- (g) to incur and discharge debts, liabilities and obligations;
- (h) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the Authority's facilities identified in Paragraph 5.1 herein, as well as any and all services provided by the Authority;
- (i) to hire agents and employees;

- (j) to exercise the power of eminent domain for the acquisition of real and personal property;
- (k) to issue Revenue Bonds, grant or bond anticipation notes, or other governmental financing instruments, in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the facilities identified in Paragraph 5.1 herein;
- (l) to sell or lease the facilities identified in Paragraph 5.1 herein;
- (m) to loan the proceeds of Revenue Bonds to any person or entity to finance or refinance the acquisition, construction, improvement, renovation or repair of the facilities identified in Paragraph 5.1 herein;
- (n) to provide that the holders of Revenue Bonds, whether directly or through a representative such as an indenture trustee, be third party beneficiaries of any of the obligations of any Member to the Authority and to covenant with the holders of any Revenue Bonds on behalf of any such Member to perform such obligations and comply with any agreements that Member may have with the Authority.

5.3 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of

similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates San Luis Obispo County as the Member required to be designated by Section 6509 of the California Government Code.

5.4 If and to the extent the Authority exercises a power granted to it under this Agreement and the exercise of a like power by one or more Members within its or their boundaries would be inconsistent with or likely to interfere with the exercise of that power by the Authority, that Member or those Members shall not exercise that power; provided, however, that nothing in this Agreement shall limit a Member's right or that of any commission, agency or other body or authority of any Member to adopt, amend or implement zoning, building, land use or safety ordinances, laws or regulations with respect to real estate located within its boundaries upon which a facility identified in Paragraph 5.1 and paragraph 5.2 (j) is or will be located.

SECTION 6. Boundaries.

The boundaries of the Authority shall be the boundaries of San Luis Obispo County. In the event a member withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing member. Section 6 shall not prevent any facility identified in Paragraph 5.1 herein from being located outside the boundary of the Authority.

SECTION 7. Organization.

7.1 The Board. The Authority shall be governed by the Board, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority.

7.2 Membership:

(a) Membership in the Authority shall be voluntary, but only the County of San Luis Obispo and all cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership in the Authority.

(b) Representatives of the COUNTY and CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

- (c) Member agencies may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected official and shall be able to vote only in the absence of the official representative.
- (d) Designation of the official representative or alternate(s), or changes thereto, shall be transmitted in writing to the Manager of the Authority by the appointing agency.
- (e) In addition to the incorporated cities presently a party to this Agreement, any other city which may hereafter be incorporated within the boundaries of the County of San Luis Obispo and which may desire to participate in the activities of the Authority may do so by executing this Agreement without prior approval or ratification of the named parties to this Agreement and shall thereafter be governed by all the terms and provisions of this Agreement as of the date of execution.
- (f) Membership shall be contingent upon the execution of this Joint Powers Agreement and subsequent annual ratification.

7.3 Principal Office. The principal office of the Authority shall be established by the Board within the boundary of the Authority. The Board may change that principal office upon giving at least 15 days' notice to each Member and to the California Integrated Waste Management Board.

7.4 Officers.

- (a) The officers of the Board shall consist of a President and Vice-President elected for a term of one year by a majority vote of member agency representatives to the Authority.
- (b) Both the President and Vice-President of the Board shall be elected at the last meeting preceding July of said year.
- (c) The officers shall serve until their successors are elected.
- (d) The duties of the officers shall be as follows:
 - 1) President
 - a) Shall preside over all meetings of the Board as Chairman.
 - b) Shall appoint all ad hoc committees subject to ratification by the Board.
 - c) Shall exercise general supervision over all activities of said Authority.
 - d) Shall be an ex-officio member of all committees.
 - e) Shall execute all contracts and legal documents on behalf of the Authority.
 - 2) Vice-President
 - a) Shall serve as Chairman pro-tem in the absence of the President.
 - b) Shall give whatever aid necessary to the President in administering of the Authority.
 - c) Shall be an ex-officio member of all committees.

- (c) In the event of a vacancy occurring in the office of either the President or Vice-President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be filled by majority vote of the Authority, the officer elected to serve for the balance of the unexpired term.

7.5 Manager. The Board shall employ or contract for the services of a manager (the "Manager") who shall be the chief administrative officer of the Authority. The Authority shall select a qualified manager using professional personnel standards and an open competitive process. The Manager shall plan, organize and direct the administration and operations of the Authority, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve payments of amounts duly authorized by the Board, shall carry out such other duties that may be assigned to the Manager by the Board from time to time and shall attend meetings of the Board. —

7.6 Committees.

- (a) Committees and subcommittees may be established as the Board may deem appropriate.
- (b) Membership on "ad-hoc" policy committees shall be at the discretion of the President subject to ratification by the Board. Nothing herein shall be construed to limit membership on

these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.

- (c) Standing Committees shall include an Executive Committee and a Solid Waste Technical Advisory Committee. The composition and bylaws of the standing committees shall be established by the Board by resolution.

SECTION 8. Meetings of the Board.

8.1 Regular Meetings. The Board shall hold at least four regular meetings each year. The date upon which, and the hour and place at which, each regular meeting shall be held shall be fixed by resolution of the Board.

8.2 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

8.3 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

8.4 Minutes. The Manager shall cause minutes of all meetings of the Board and any committees of the Board to be kept and shall, after each meeting, cause a copy of the minutes to be forwarded to each member.

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives, including one COUNTY representative. Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. However, eight (8) affirmative votes shall be required for taking any action in the event any Member demands such a vote. The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

8.6 Budget. The Cities and the County have entered into a *Memorandum of Agreement among the County of San Luis Obispo and the Cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo for the Establishment and Payment of Landfill Tipping Fee Surcharges To Support The San Luis Obispo Integrated Waste Management Authority* (the "MOA"). Pursuant to the MOA, those members of the Authority having jurisdiction over such matters have agreed to establish tipping fee surcharges (the "Tipping Fee Surcharges") which shall be paid into a Solid Waste Authority-Trust Fund (as defined in the MOA) for the purposes therein.

- (a) A line item and program budget for the Authority's operations shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. All costs incurred by the Authority shall be set forth in the budget, and shall be paid out of the solid waste fund derived from tipping fee surcharges and other sources as approved by the Authority.

The line item and program budget shall be submitted in draft form to all member agencies for review and comment prior to adoption.

The line item and program budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority and the administration, maintenance and operating costs of the facilities identified in Paragraph 5.1 herein. Any budget for Sole Use Facilities shall be maintained separately. Approval of the line item and program budget by the Board shall constitute authority for the Manager to expend funds for the purposes outlined in the approved budget, but subject to the availability of funds.

- (b) A budget for the acquisition, construction, or operation of facilities, or for contracting for the acquisition, construction, or operation of facilities, identified in Paragraph 5.1 herein shall be adopted by the Board before the Authority commits any acquisition or construction funds or contracts. It may be amended if and when determined by the Board. Approval of the budgets for the facilities identified in Paragraph 5.1 herein shall constitute authority for the Manager (or any trustee or other fiduciary appointed by the Authority) to receive state or

federal grant funds and proceeds of Revenue Bonds and to expend funds for the acquisition, construction, or operation of the facilities identified in Paragraph 5.1 herein.

- (c) A budget(s) governing the acquisition, construction, or operation of Sole Use Facilities may be adopted by the affected Member or Members. When such budgets are adopted by affected members appropriate accounts shall be established by the Authority and designated as such Member's or Members' fund. Disbursement of such funds by the Authority shall be made only upon receipt of written authorization from the designated finance officer of the affected Member or Members. Receipts and disbursements for the acquisition or construction of Sole Use Facilities may also be made directly by the affected Member or Members, in which case such budgets shall not be a part of the budget of the Authority.

8.7 Rules of Procedure. The Board shall from time to time, establish rules and procedures for the conduct of their meetings.

SECTION 9. Joint Operating Fund and Contributions.

The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating and other expenses incurred by the Authority. Funding shall be on an enterprise basis or as determined by member agencies. All

monies in the joint operating fund shall be paid out by the Treasurer for the purposes for which the fund was created upon authorization by the President of the Board and approval by the Controller and Manager of demands for payment, or as otherwise authorized by resolution of the Board filed with the Treasurer. No Member shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 5.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 9, without that Member's consent evidenced by a written instrument signed by a duly authorized representative of that Member.

The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by the Public Utilities Code Section 99245.

9.1 Treasurer. The Treasurer of San Luis Obispo County shall be the Treasurer of the Authority. The Treasurer shall:

- a). Receive and receipt all money of the Authority and place it in the Treasury of San Luis Obispo County to the credit of the Authority.
- b). Be responsible for the safekeeping and disbursement of all Authority money held by him/her.
- c). Pay any sums due from the Authority, from Authority funds held by him/her or any portion thereof, upon warrants of the Controller designated herein.
- d). Invest funds.

The Authority shall reimburse the Treasurer for the actual cost of services rendered.

9.2 Controller. The Auditor-Controller of the County of San Luis Obispo shall be the Controller for the Authority. The Controller shall:

- a). Draw warrants to pay demands against the Authority when the demands have been approved by the Authority Board and/or the Manager. He/She shall be responsible on his/her official bond for his/her approval of the disbursement of Authority money.
- b). Keep and maintain records and books of accounts including keeping separate sub accounts of tipping fee surcharges and other revenues deposited into the Solid Waste Authority Trust Fund and expenditures made therefrom on the basis of generally accepted accounting principles.
- c). Make available all such financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally acceptable auditing standards.
- d). Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to the Authority the amounts of monies he/she holds for the

Authority, the amount of receipts since his/her last report, and interest accrued to those funds.

The Authority shall reimburse the Auditor/Controller for the cost of services rendered.

SECTION 10. Records and Accounts.

This Section and Section 9 are intended to insure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account showing in detail the costs and expenses of any service or acquisition and construction and the maintenance, operation, regulation and administration of any service or joint use or sole use facility and all financial transactions of the Members relating to any service or joint use or sole use facility. Books and records shall be established and maintained in accordance with generally accepted accounting principles promulgated by the California State Controller's Office and the Governmental Accounting Standards Board. The books of account shall correctly show any receipts and any costs, expenses or charges to be paid by all or any of the Members. The books of account shall be open to inspection at all times by a representative or agent of any of the Members. In addition, if required by any resolution authorizing the issuance of Revenue Bonds, the Authority shall maintain appropriate books, records, accounts and files relating to each project as required by such resolution which shall be open to inspection by holders of Revenue Bonds if and to the extent, and in the manner, provided in the resolution.

SECTION 11. Rates.

The Authority shall establish and regulate rates to be charged at the new facilities identified in Paragraph 5.1 herein in amounts sufficient to discharge all indebtedness and liabilities relating to agencies under contract to provide efficient operation of facilities, the acquisition and construction of facilities (including, without limitation, any Revenue Bonds issued in connection therewith), and to accommodate the planning and implementation of activities required by the Act.

SECTION 12. Failure to Meet Waste Stream Requirements.

The Authority shall be entitled to cause the waste streams of each Member to be monitored, pursuant to procedures approved by the Board, in order to determine whether state waste diversion requirements are being met. If the waste stream diversion of any Member fails to meet any such requirements, that Member shall be solely responsible for any and all resulting liabilities, damages, criminal and civil sanctions, and costs and expenses. That Member shall also hold the Authority and the other Members harmless from and against any and all liabilities, damages, sanctions, costs and expenses that are incurred as a result of the violation or a claimed violation including, without limitation, all fees and costs of counsel. If two or more Members are responsible for a failure to meet any such requirements or are claimed to have violated any such requirements, the Members responsible for the violations or which are the subject of such claims shall be responsible to, and shall indemnify, the Authority and the other Members in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the Member or Members shall take such prompt, corrective

action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more Members or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION 13. Withdrawal and Dissolution.

13.1 The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official member of the Authority or any committee or subcommittee thereof who shall act for and on behalf of their city or county in any or all matters which shall come before the Authority, subject to any necessary approval of their acts by the governing bodies of CITIES and COUNTY.

13.2 Any party to this Agreement may withdraw from the Authority, with 30 days notice, and terminate its participation in this Agreement by resolution of its governing body. The withdrawal of the member shall have no effect on the continuance of this Agreement among the remaining members and the Agreement shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until 30 days after receipt of the written notice by the Authority.

13.3 A member which has withdrawn from the Authority shall not be liable for the payment of further contributions falling due beyond the date of withdrawal and shall have no right to reimbursement of any monies previously paid to Authority. The Authority may authorize a reimbursement if in its judgment such reimbursement is fair and equitable and can be done without jeopardy to the operation of the Authority. If any party

hereto fails to pay its contribution, as determined by the Authority, said entity shall be deemed to have voluntarily withdrawn from the Authority.

13.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement executed by COUNTY and CITIES which are parties hereto. Said termination Agreement shall provide for the orderly payment of all outstanding debts and obligations and for the return of any surplus funds of Authority in proportion to the contributions made. In the event the Authority is abolished, the individual member agencies shall be responsible for complying with the requirements of the Act as included in the approved SRREs, HHWE, NDFE, Countywide or Regional Siting Element and Integrated Waste Management Plan.

SECTION 14. Amendments Including Termination.

This Agreement may only be amended or terminated by a written instrument executed by all Members and meeting the requirements imposed by the terms or conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment or termination shall require any Member to contribute any funds to the Authority or become directly or contingently liable for any debts, liabilities or obligations of the Authority without the consent of that Member evidenced in a written instrument signed by a duly authorized representative of that Member.

SECTION 15. Filing with the Secretary of State.

The Secretary shall file all required notices with the Secretary of State in accordance with California Government Code Sections 6503.5 and 53051.

SECTION 16. Notices.

All notices which any Member or the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the Member or Authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Member or Authority at its principal office, or to such other address as the Authority or Member may designate from time to time by written notice given in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or two day after mailing if deposited in the United States mail.

SECTION 17. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Members. However, no Member shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California approved by a majority of the Voting Directors who do not represent the assigning Member. No assignment shall be effective unless and until the Authority, the Members and the proposed assignee comply with all then-applicable requirements of law relating to changes in the composition of entities such as

the Authority if and when they have Revenue Bonds outstanding and with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

SECTION 18. Severability.

Should any part, term or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

SECTION 19. Section Headings.

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

SECTION 20. Effective Date.

This Agreement shall take effect upon its execution by the chairman or mayor and clerks of the governing bodies of the County of San Luis Obispo and at least four (4) cities, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Agreement may be executed in eight (8) counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY OF ARROYO GRANDE

By: Matthew Petrucci Date: 5-10-94
Mayor
Nancy A. Davis
Clerk
Minute Action
Resolution No. 5/10/94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney
Dated: 5/10/94

CITY OF ATASCADERO

By: _____ Date: _____
Mayor

Clerk
Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney
Dated: _____

CITY OF GROVER BEACH

By: [Signature]
Mayor

Date: June 6, 1994

[Signature]
Clerk

Resolution No. 94-26

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: JUNE 2, 1994

CITY OF MORRO BAY

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: JUNE 2, 1994

CITY OF GROVER BEACH

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF MORRO BAY

By: William Yates
Mayor

Date: May 9, 1994

Bridgett Davis
Clerk

Resolution No. 39-94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/9/94

CITY OF EL PASO DE ROBLES

By: _____

Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

CITY OF PISMO BEACH

By: Tim Belton

Mayor

Date: 5-3-94

Sharon Jones
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: William W. C. [Signature]
City Attorney

Dated: 5/3/94

CITY OF SAN LUIS OBISPO

By: Peg Pinard
Mayor Peg Pinard

Diane R. Gladwell
Clerk Diane R. Gladwell

Date: _____

Agreement No. A-09-94-CC

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Jeffrey D. Jensen
City Attorney

Dated: 5-17-94

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson

Date: _____

Clerk

Resolution No: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: _____
Deputy County Counsel

Dated: _____

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: Evelyn Delany
Chairman

Date: JUN 9 7 1994

FRANCIS M. COONEY

Clerk

Resolution No. _____

By: Mike M. Shelby
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:


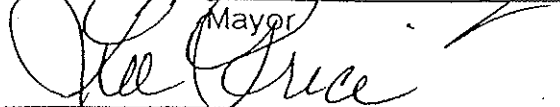
JAMES B. LINDHOLM, JR.
County Counsel

By: [Signature]
Deputy County Counsel

Dated: 5/24/94

CITY OF ATASCADERO

By:


Mayor

Clerk

Date:

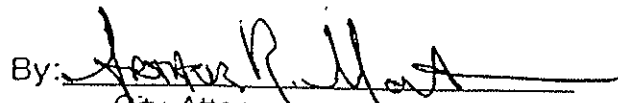
4/7/95

Minute Action

Resolution No. 3/28/95

APPROVED AS TO FORM AND LEGAL EFFECT:

By:


City Attorney

Dated:

4/4/95

MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (COUNTY OF SAN LUIS OBISPO AND THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO) AND THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SAN MIGUEL COMMUNITY SERVICES DISTRICT, NIPOMO COMMUNITY SERVICES DISTRICT, SAN MIGUEL SANITARY DISTRICT, CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT, CAMBRIA COMMUNITY SERVICES DISTRICT, CAYUCOS SANITARY DISTRICT, OCEANO COMMUNITY SERVICES DISTRICT, LOS OSOS COMMUNITY SERVICES DISTRICT, AND TEMPLETON COMMUNITY SERVICES DISTRICT REGARDING MEMBERSHIP ON THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "MOA") is executed on the date below stated by and between the member jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (hereinafter referred to as the "IWMA") and the Heritage Ranch Community Services District, San Miguel Community Services District, Nipomo Community Services District, San Miguel Sanitary District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Oceano Community Services District, Los Osos Community Services District, and Templeton Community Services District (hereinafter referred to as the "Districts").

RECITALS

WHEREAS, the member jurisdictions of the IWMA entered into a joint powers agreement on May 10, 1994, to achieve the mandates of the California Integrated Waste Management Act of 1989, to plan for, suggest, and implement solutions to common solid waste problems, to assist with programs by utilizing the professional talents of the various governmental entities in the County and of experts in various other fields and to coordinate their efforts; and

WHEREAS, the IWMA member jurisdictions established a regional agency in accordance with Public Resources Code section 40973; and

WHEREAS, pursuant to the Joint Powers Agreement referenced above and Public Resources Code section 40973, the IWMA member jurisdictions have agreed that said regional agency, and not the individual IWMA member jurisdictions, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code section 41780, et seq.; and

WHEREAS, Public Resources Code section 40977 authorizes a regional agency to allow one district to be included as a member of the regional agency; and

WHEREAS, the IWMA member jurisdictions are desirous of including a special district representative on the IWMA Board of Directors pursuant to Public Resources Code section 40999 to represent the interests of all special districts within San Luis Obispo County who provide their residents with the collection and disposal of solid waste under State law; and

WHEREAS, the special districts possessing responsibility for solid waste management are obligated by law to comply with the source reduction and recycling element and household hazardous waste element adopted by the County of San Luis Obispo; and

WHEREAS, the special districts within San Luis Obispo County are desirous of joining the IWMA and selecting from among themselves a representative member to sit on the IWMA Board of Directors.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. This MOA is entered into for the purpose of providing representation on the IWMA Board of Directors for districts within San Luis Obispo County who possess the authority to manage solid waste within their jurisdictions. It is the intent of the parties that the

representative sitting on the IWMA Board on behalf of the various districts shall have all of the rights and powers granted to an IWMA member under the JPA.

2. Membership. Membership of a special district on the IWMA Board of Directors shall be provided for as follows:

- A. Membership on the IWMA Board of Directors shall be available to any Independent Special District within the San Luis Obispo County which currently provides solid waste collection and disposal services and has executed this MOA (hereinafter referred to as "Authorized Districts").
- B. Authorized Districts in accordance with procedures to be established by said Districts shall appoint one regular member and one alternate member to represent Authorized Districts on the IWMA Board of Directors. Said selected representatives shall represent the collective interests of all Authorized Districts on the IWMA Board of Directors. The selected representatives shall serve subject to such terms and conditions as may be established at the sole discretion of the Authorized Districts.
- C. The representative so appointed shall be an elected Authorized District officer residing within the County but shall not be a member of a legislative body of a city or county. The appointed representatives shall attend the meetings of IWMA Board of Directors. The representative and alternate shall serve so long as they hold an elected office with their member agency, or until they resign or are removed by a majority vote of the Authorized Districts. Vacancies shall be filled in the same manner as the initial appointments.
- D. The alternate shall be entitled to vote on IWMA matters only in the absence of the representative.
- E. Designation of the representative and the alternate serving on behalf of Authorized Districts, as well as changes thereto, shall be transmitted in writing to the manager of the Authority. In addition, to any district presently a party to this MOA, any other district that provides solid waste collection or disposal services which may desire to participate in the activities of the Authority may do so by executing this MOA and, thereafter, shall be governed by all the terms and provisions of this MOA as of the date of execution.

3. Existing Joint Powers Agreement. By executing this MOA, the undersigned districts each agree to be bound by the terms and conditions of the Joint Powers Agreement dated May 10, 1994, a copy of which is attached hereto and incorporated by reference as Exhibit A.

4. Withdrawal and Dissolution. Any district which is a party to this MOA may withdraw from the MOA, with thirty (30) days written notice, and may terminate its participation in this MOA by resolution of its governing board. The withdrawal of the member shall have no effect on the continuance of this MOA by and between the remaining members, and the MOA shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until thirty (30) days after receipt of written notice by the Authority. The MOA may be terminated by a joint agreement executed by the IWMA member jurisdictions and the districts which are a party hereto.

5. Notices. All notices which any IWMA member, district or the authority may wish to give in connection with this MOA shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the IWMA member, district or authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the IWMA member, district, or authority at its principal office, or to such other address as the IWMA member, district or authority may designate from time to time by written notice given in the manner specified in this section. Service of notice pursuant to this section shall be deemed complete on the date of service by personal delivery, or two days thereafter by mailing if deposited in the United States mail.

6. Severability. Should any part, term or provision of this MOA be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any law of the State

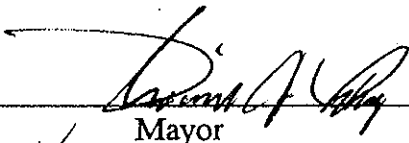
of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

7. Effective Date. This MOA shall take effect upon its execution by the Chair or Mayor and Clerks of the governing bodies of all current IWMA members and at least three community service districts or sanitation districts that provide solid waste handling services or implement source reduction and recycling programs, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This MOA may be executed in counterparts which together shall constitute a single agreement.

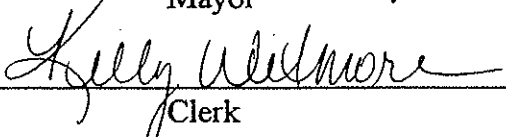
8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year hereinabove written.

CITY OF ARROYO GRANDE

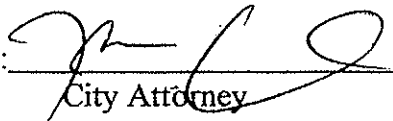
By: 
Mayor

Date: 4/30/01


Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

By: [Signature] Date: 4/17/01
Mayor
Clerk [Signature] Resolution No. N/A

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney
Dated: 04-11-01

CITY OF GROVER BEACH

By: _____ Date: _____
Mayor
Clerk _____ Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney
Dated: _____

CITY OF ATASCADERO

By: _____
Mayor

Date: _____

Clerk


Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF GROVER BEACH

By:  _____
Mayor Richard W. Neufeld

Date: April 16, 2001

 _____
Clerk Michelle A. Greene

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF MORRO BAY

By: [Signature]
Vice-Mayor

Date: May 14, 2001

Bridgett Bauer
Clerk

Resolution No. 24-01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/22/01

CITY OF PISMO BEACH

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/21/01

CITY OF MORRO BAY

By: _____

Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

CITY OF PISMO BEACH

By: Rudy Natoli

Mayor

Date: 4-3-01

Sharon Jones
Clerk

Approved by motion on April 3, 2001,
on motion of Councilmember Reiss,
seconded by Councilmember Henlin,
passed 5-0.

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]

City Attorney

Dated: 4/10/01

CITY OF SAN LUIS OBISPO

By: _____

Mayor

Date: _____

Resolution No. _____

Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: _____

Chairperson

Date: _____

Resolution No. _____

Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

Deputy County Counsel

Dated: _____

CITY OF SAN LUIS OBISPO

By: _____

Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: 

Chairperson

Date: 7-10-01


JULIE L. RODEWALD

Clerk

By: 
Deputy Clerk

Resolution No. _____


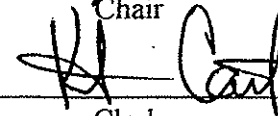
APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
Deputy County Counsel

Dated: 5-09-01

ATTACHMENT #1

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: 
Chair

Clerk

Date: 3-16-01

Resolution No. 01-1

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
Attorney

Dated: 4/9/01

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: _____
Chair

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____

Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

Attorney

Dated: _____

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Phil Harris*

Chair

Date: *May 14, 2001*

J. H. Ellison
Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*

Attorney

Dated: *5/17/01*

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____

Chair

Date: 7-12-01

Donna K. Johnson
Clerk

Resolution No. 2001-759

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

SAN MIGUEL SANITARY DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: 7-12-01

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

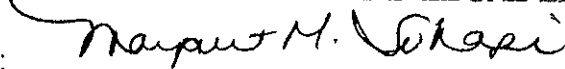
By: 
Vice Chair

Date: 5.23.01


Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
Attorney

Dated: 5-15-01

CAYUCOS SANITARY DISTRICT

By: Robert B. Egan
Chair

Date: 3/20/01

Bernie E. Connelly
Clerk

Resolution No. By minute action 3/19/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

~~OCEANO COMMUNITY SERVICES DISTRICT~~

~~By: _____
Chair~~

~~Date: _____~~

~~_____
Clerk~~

~~Resolution No. _____~~

APPROVED AS TO FORM AND LEGAL EFFECT:

Lyon Carmel
By: [Signature]
Attorney

Dated: 4/9/01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: _____

Chair

Date: _____

Resolution No. _____

Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

Attorney

Dated: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: _____

Chair

Date: _____

Resolution No. _____

Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

Attorney

Dated: _____

TEMPLETON COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: Rosemary Brinker
Chair
[Signature]
ClerkDate: April 5, 2001Resolution No. 2001-10

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
Attorney

Dated: _____

**FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF
THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT
AUTHORITY AND THE AUTHORIZED DISTRICTS**

This First Amendment to the Memorandum of Agreement (“First Amendment to the MOA”) is executed on the date below stated, by and between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (the County of San Luis Obispo and the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo) and the special district parties to the Memorandum of Agreement (“MOA”) (Avila Beach Community Services District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Ground Squirrel Hollow Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, Nipomo Community Services District, Oceano Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District (hereinafter “Authorized Districts”)).

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies’ exercise of power within their own jurisdiction (hereinafter referred to as the “JPA Agreement”); and

WHEREAS, pursuant to the JPA Agreement, the power to perform the responsibilities of the joint powers authority was vested in the San Luis Obispo County Integrated Waste Management Authority Board of Directors (“IWMA Board”); and

WHEREAS, in or around 2001, an MOA was executed by and between the incorporated cities, the County of San Luis Obispo, and the Authorized Districts amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board (“First Amendment to the JPA Agreement”); and

WHEREAS, in or around October 13, 2021, the JPA Agreement was amended (“Second Amendment to the JPA Agreement”) to reflect the County of San Luis Obispo’s withdrawal from the IWMA (a true and correct copy of the Second Amendment to the JPA Agreement is attached hereto as Exhibit A); and

WHEREAS, by this First Amendment to the MOA, the parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.
2. All other terms and conditions of the MOA will remain in full force and effect.

This First Amendment to the MOA may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have each caused this First Amendment to the MOA to be executed by their duly authorized representative effective upon the execution by all member agencies.

CITY OF ARROYO GRANDE

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Date: _____

MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (COUNTY OF SAN LUIS OBISPO AND THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO) AND THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SAN MIGUEL COMMUNITY SERVICES DISTRICT, NIPOMO COMMUNITY SERVICES DISTRICT, SAN MIGUEL SANITARY DISTRICT, CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT, CAMBRIA COMMUNITY SERVICES DISTRICT, CAYUCOS SANITARY DISTRICT, OCEANO COMMUNITY SERVICES DISTRICT, LOS OSOS COMMUNITY SERVICES DISTRICT, AND TEMPLETON COMMUNITY SERVICES DISTRICT REGARDING MEMBERSHIP ON THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "MOA") is executed on the date below stated by and between the member jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (hereinafter referred to as the "IWMA") and the Heritage Ranch Community Services District, San Miguel Community Services District, Nipomo Community Services District, San Miguel Sanitary District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Oceano Community Services District, Los Osos Community Services District, and Templeton Community Services District (hereinafter referred to as the "Districts").

RECITALS

WHEREAS, the member jurisdictions of the IWMA entered into a joint powers agreement on May 10, 1994, to achieve the mandates of the California Integrated Waste Management Act of 1989, to plan for, suggest, and implement solutions to common solid waste problems, to assist with programs by utilizing the professional talents of the various governmental entities in the County and of experts in various other fields and to coordinate their efforts; and

WHEREAS, the IWMA member jurisdictions established a regional agency in accordance with Public Resources Code section 40973; and

WHEREAS, pursuant to the Joint Powers Agreement referenced above and Public Resources Code section 40973, the IWMA member jurisdictions have agreed that said regional agency, and not the individual IWMA member jurisdictions, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code section 41780, et seq.; and

WHEREAS, Public Resources Code section 40977 authorizes a regional agency to allow one district to be included as a member of the regional agency; and

WHEREAS, the IWMA member jurisdictions are desirous of including a special district representative on the IWMA Board of Directors pursuant to Public Resources Code section 40999 to represent the interests of all special districts within San Luis Obispo County who provide their residents with the collection and disposal of solid waste under State law; and

WHEREAS, the special districts possessing responsibility for solid waste management are obligated by law to comply with the source reduction and recycling element and household hazardous waste element adopted by the County of San Luis Obispo; and

WHEREAS, the special districts within San Luis Obispo County are desirous of joining the IWMA and selecting from among themselves a representative member to sit on the IWMA Board of Directors.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. This MOA is entered into for the purpose of providing representation on the IWMA Board of Directors for districts within San Luis Obispo County who possess the authority to manage solid waste within their jurisdictions. It is the intent of the parties that the

representative sitting on the IWMA Board on behalf of the various districts shall have all of the rights and powers granted to an IWMA member under the JPA.

2. Membership. Membership of a special district on the IWMA Board of Directors shall be provided for as follows:

- A. Membership on the IWMA Board of Directors shall be available to any Independent Special District within the San Luis Obispo County which currently provides solid waste collection and disposal services and has executed this MOA (hereinafter referred to as "Authorized Districts").
- B. Authorized Districts in accordance with procedures to be established by said Districts shall appoint one regular member and one alternate member to represent Authorized Districts on the IWMA Board of Directors. Said selected representatives shall represent the collective interests of all Authorized Districts on the IWMA Board of Directors. The selected representatives shall serve subject to such terms and conditions as may be established at the sole discretion of the Authorized Districts.
- C. The representative so appointed shall be an elected Authorized District officer residing within the County but shall not be a member of a legislative body of a city or county. The appointed representatives shall attend the meetings of IWMA Board of Directors. The representative and alternate shall serve so long as they hold an elected office with their member agency, or until they resign or are removed by a majority vote of the Authorized Districts. Vacancies shall be filled in the same manner as the initial appointments.
- D. The alternate shall be entitled to vote on IWMA matters only in the absence of the representative.
- E. Designation of the representative and the alternate serving on behalf of Authorized Districts, as well as changes thereto, shall be transmitted in writing to the manager of the Authority. In addition, to any district presently a party to this MOA, any other district that provides solid waste collection or disposal services which may desire to participate in the activities of the Authority may do so by executing this MOA and, thereafter, shall be governed by all the terms and provisions of this MOA as of the date of execution.

3. Existing Joint Powers Agreement. By executing this MOA, the undersigned districts each agree to be bound by the terms and conditions of the Joint Powers Agreement dated May 10, 1994, a copy of which is attached hereto and incorporated by reference as Exhibit A.

4. Withdrawal and Dissolution. Any district which is a party to this MOA may withdraw from the MOA, with thirty (30) days written notice, and may terminate its participation in this MOA by resolution of its governing board. The withdrawal of the member shall have no effect on the continuance of this MOA by and between the remaining members, and the MOA shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until thirty (30) days after receipt of written notice by the Authority. The MOA may be terminated by a joint agreement executed by the IWMA member jurisdictions and the districts which are a party hereto.

5. Notices. All notices which any IWMA member, district or the authority may wish to give in connection with this MOA shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the IWMA member, district or authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the IWMA member, district, or authority at its principal office, or to such other address as the IWMA member, district or authority may designate from time to time by written notice given in the manner specified in this section. Service of notice pursuant to this section shall be deemed complete on the date of service by personal delivery, or two days thereafter by mailing if deposited in the United States mail.

6. Severability. Should any part, term or provision of this MOA be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any law of the State

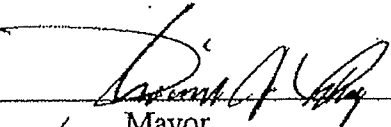
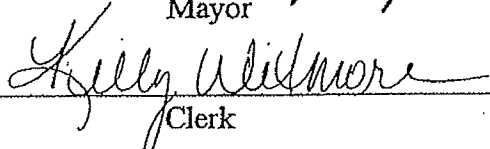
of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

7. Effective Date. This MOA shall take effect upon its execution by the Chair or Mayor, and Clerks of the governing bodies of all current IWMA members and at least three community service districts or sanitation districts that provide solid waste handling services or implement source reduction and recycling programs, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This MOA may be executed in counterparts which together shall constitute a single agreement.

8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year hereinabove written.


CITY OF ARROYO GRANDE

By: 
Mayor

Clerk

Date: 4/30/01

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

By: [Signature] Date: 4/17/01
Mayor
[Signature] Resolution No. N/A
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney
Dated: 04-11-01

CITY OF GROVER BEACH

By: _____ Date: _____
Mayor

Clerk Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney
Dated: _____

CITY OF ATASCADERO

By: _____

Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

CITY OF GROVER BEACH

By: _____

Mayor

Richard W. Neufeld

Date: April 16, 2001

Clerk

Clerk

Michelle A. Greene

Resolution No. _____

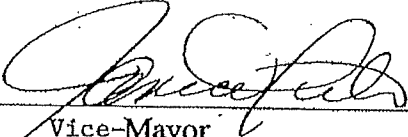
APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

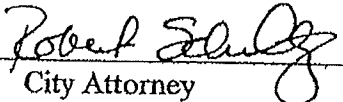
CITY OF MORRO BAY

By: 
Vice-Mayor
Bridgett Bamer
Clerk

Date: May 14, 2001

Resolution No. 24-01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Dated: 5/22/01

CITY OF PISMO BEACH

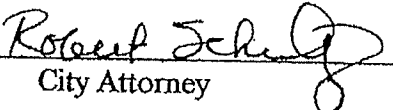
By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Dated: 5/21/01

CITY OF MORRO BAY

By: _____

Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

CITY OF PISMO BEACH

By: Rudy Natoli
Mayor

Date: 4-3-01

Tharon Jones
Clerk

Approved by motion on April 3, 2001,
on motion of Councilmember Reiss,
seconded by Councilmember Henlin,
passed 5-0.

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 4/10/01

CITY OF SAN LUIS OBISPO

By: _____

Mayor

Date: 6/7/01

Resolution No. Minute Action 6/6/01

Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: 6-7-01

COUNTY OF SAN LUIS OBISPO

By: _____

Chairperson

Date: _____

Resolution No. _____

Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

Deputy County Counsel

Dated: 5-09-01

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: *Heidi A. Chad*
Chairperson

Date: 7-10-01

JULIE L. RODEWALD

Resolution No. _____

Clerk
By: *Cheri Casper*
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*
Deputy County Counsel

Dated: 5-09-01

ATTACHMENT #1

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: *Don Clarke*
Chair
H. Carl
Clerk

Date: 3-16-01

Resolution No. 01-1

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *Ph.D. Shanahan*
Attorney

Dated: 4/9/01

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: _____
Chair

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Paul Haines*
Chair

Date: *May 14, 2001*

J. H. Ellman
Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*
Attorney

Dated: *5/17/01*

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____

Chair

Date: 7-12-01

Donna K. Johnson
Clerk

Resolution No. 2001-759

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

SAN MIGUEL SANITARY DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: 7-12-01

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

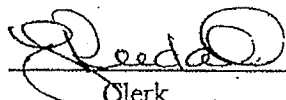
By: _____
Attorney

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

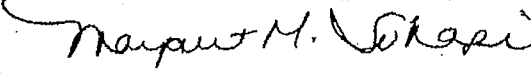
By:  _____
Vice Chair

Date: 5.23.01

 _____
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By:  _____
Attorney

Dated: 5-15-01

CAYUCOS SANITARY DISTRICT

By: Robert B. Espinal
Chair

Date: 3/20/01

Bonnie E. Cornely
Clerk

Resolution No. By minute action 3/19/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

~~OCEANO COMMUNITY SERVICES DISTRICT~~

~~By: _____
Chair~~

~~Date: _____~~

~~_____~~
~~Clerk~~

~~Resolution No. _____~~

APPROVED AS TO FORM AND LEGAL EFFECT:

Lyon + Carmel
By: [Signature]
Attorney

Dated: 4/9/01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: John L. Haines Jr.
Chair

Date: 7-20-01

Kevin A. ...
Clerk

Resolution No. 7-2001

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

TEMPLETON COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: Rosemary Brunker
Chair

Date: April 5, 2001

[Signature]
Clerk

Resolution No. 2001-10

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
Attorney

Dated: _____

7423ktagr.wpd PIWMA

MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (COUNTY OF SAN LUIS OBISPO AND THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO) AND THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SAN MIGUEL COMMUNITY SERVICES DISTRICT, NIPOMO COMMUNITY SERVICES DISTRICT, SAN MIGUEL SANITARY DISTRICT, CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT, CAMBRIA COMMUNITY SERVICES DISTRICT, CAYUCOS SANITARY DISTRICT, OCEANO COMMUNITY SERVICES DISTRICT, LOS OSOS COMMUNITY SERVICES DISTRICT, AND TEMPLETON COMMUNITY SERVICES DISTRICT REGARDING MEMBERSHIP ON THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

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RECITALS

WHEREAS, the member jurisdictions of the IWMA entered into a joint powers agreement on May 10, 1994, to achieve the mandates of the California Integrated Waste Management Act of 1989, to plan for, suggest, and implement solutions to common solid waste problems, to assist with programs by utilizing the professional talents of the various governmental entities in the County and of experts in various other fields and to coordinate their efforts; and

representative sitting on the IWMA Board on behalf of the various districts shall have all of the rights and powers granted to an IWMA member under the JPA.

2. Membership. Membership of a special district on the IWMA Board of Directors shall be provided for as follows:

- A. Membership on the IWMA Board of Directors shall be available to any Independent Special District within the San Luis Obispo County which currently provides solid waste collection and disposal services and has executed this MOA (hereinafter referred to as "Authorized Districts").
- B. Authorized Districts in accordance with procedures to be established by said Districts shall appoint one regular member and one alternate member to represent Authorized Districts on the IWMA Board of Directors. Said selected representatives shall represent the collective interests of all Authorized Districts on the IWMA Board of Directors. The selected representatives shall serve subject to such terms and conditions as may be established at the sole discretion of the Authorized Districts.
- C. The representative so appointed shall be an elected Authorized District officer residing within the County but shall not be a member of a legislative body of a city or county. The appointed representatives shall attend the meetings of IWMA Board of Directors. The representative and alternate shall serve so long as they hold an elected office with their member agency, or until they resign or are removed by a majority vote of the Authorized Districts. Vacancies shall be filled in the same manner as the initial appointments.
- D. The alternate shall be entitled to vote on IWMA matters only in the absence of the representative.
- E. Designation of the representative and the alternate serving on behalf of Authorized Districts, as well as changes thereto, shall be transmitted in writing to the manager of the Authority. In addition, to any district presently a party to this MOA, any other district that provides solid waste collection or disposal services which may desire to participate in the activities of the Authority may do so by executing this MOA and, thereafter, shall be governed by all the terms and provisions of this MOA as of the date of execution.

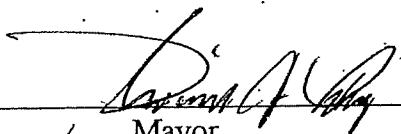
of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

7. Effective Date. This MOA shall take effect upon its execution by the Chair or Mayor, and Clerks of the governing bodies of all current IWMA members and at least three community service districts or sanitation districts that provide solid waste handling services or implement source reduction and recycling programs, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This MOA may be executed in counterparts which together shall constitute a single agreement.

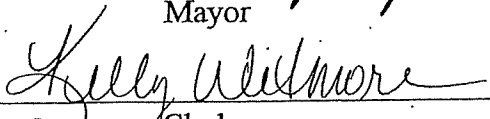
8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year hereinabove written.

CITY OF ARROYO GRANDE

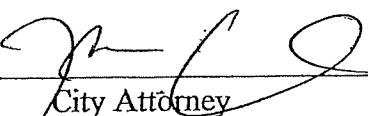
By: 
Mayor

Date: 4/30/01


Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

By: _____
Mayor

Date: _____

Clerk


Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF GROVER BEACH

By:  _____
Mayor Richard W. Neufeld

Date: April 16, 2001

 _____
Clerk Michelle A. Greene

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF MORRO BAY

By: _____

Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

CITY OF PISMO BEACH

By: Rudy Katoli

Mayor

Date: 4-3-01

Sharon Jones
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]

City Attorney

Dated: 4/10/01

Approved by motion on April 3, 2001,
on motion of Councilmember Reiss,
seconded by Councilmember Henlin,
passed 5-0.

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: *Julie L. Rodewald*
Chairperson

Date: 7-10-01

JULIE L. RODEWALD

Resolution No. _____

Clerk
By: *Chen Caspino*
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*
Deputy County Counsel

Dated: 5-09-01

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Phil Harris*
Chair

Date: *May 14, 2001*

J. H. Ellman
Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*
Attorney

Dated: *5/17/01*

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

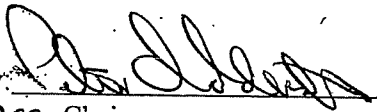
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APPROVED AS TO FORM AND LEGAL EFFECT:

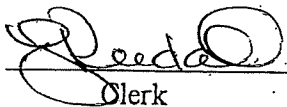
By: _____
Attorney

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

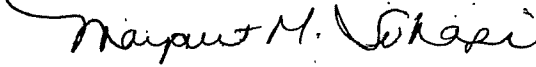
By:  _____
Vice Chair

Date: 5.23.01

 _____
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By:  _____
Attorney

Dated: 5-15-01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: John J. Harris Jr.
Chair
Terrell A. Brown
Clerk

Date: 7-20-01

Resolution No. 7-2001

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: _____
Chair

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ARROYO GRANDE TO REMAIN A MEMBER AGENCY OF THE
SAN LUIS OBISPO COUNTY INTEGRATED WASTE
MANAGEMENT AUTHORITY PROVIDED CERTAIN CONDITIONS
ARE SATISFIED**

WHEREAS, the Integrated Waste Management Authority (“IWMA”) is a Joint Powers Authority (“JPA”) comprised of the County of San Luis Obispo (“County”), seven cities (Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo), and several special districts (the Avila Beach, California Valley, Cambria, Ground Squirrel Hollow, Heritage Ranch, Los Osos, Nipomo, Oceano, San Miguel, San Simeon, and Templeton Community Services Districts, and the Cayucos Sanitary District) that are represented on the IWMA Board of Directors by one special district appointee;

WHEREAS, the IWMA manages, on behalf of its members, hazardous waste, universal waste, solid waste, recycling, and food/green waste and the IWMA is a way for JPA members to pool resources and cost-effectively comply with various solid waste and other regulations including, but not limited to, Senate Bill (SB) 1383, the recently enacted Short Lived Climate Pollutants regulations;

WHEREAS, the IWMA staff is responsible for administering over 40 different solid waste programs including household hazardous waste collection, electronics waste collection, and sharps disposal, and many of which require public education and outreach, monitoring, and reporting to the State; and

WHEREAS, the City supports the IWMA through payment of solid waste management fees collected from solid waste ratepayers by the City’s waste hauler; and

WHEREAS, the IWMA Board of Directors adopted Resolution NO. 21-06-02 on June 9, 2021, increasing the IWMA’s solid waste management fees to address the increased costs associated with SB 1383 and establishing an effective date of October 1, 2021, which the Board of Directors subsequently delayed until January 1, 2022; and

WHEREAS, the IWMA is presently helping all member agencies comply with SB 1383, which is the most significant change to solid waste regulations in 30 years. SB 1383 requires jurisdictions to implement an organic waste diversion program that includes providing organic waste collection services to businesses and residences, edible food recovery goals, public education and outreach, contamination monitoring and sampling activities, recordkeeping and reporting, organic and edible food recovery, infrastructure capacity planning, procurement of recovered organic waste products and enforcement; and

WHEREAS, the County commissioned a third-party study of costs for the County to withdraw from the IWMA and independently fulfill all essential functions of the IWMA, which concluded, as presented to the County Board of Supervisors in August 2021, that five new full-

time positions and multiple programs would be needed and would result in additional costs to the County of \$1.6 million to \$2.1 million per year. To cover these projected cost increases, the County would need to immediately increase solid waste rates by 10% to 12% for residents in unincorporated areas; and

WHEREAS, on August 10, 2021, the County Board of Supervisors held a hearing to decide whether to withdraw from the IWMA. The County Board of Supervisors voted to withdraw from the IWMA and implement an independent County solid waste compliance program; and

WHEREAS, the County's financial and program analysis and subsequent August 10, 2021 decision to withdraw did not include policy analysis or consideration regarding how withdrawal would financially impact remaining JPA member rates; and

WHEREAS, on September 14, 2021, the County Board of Supervisors passed a resolution to formally notify the IWMA of its intent to withdraw on November 15, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Arroyo Grande does hereby declare, determine, and order as follows:

SECTION 1. The foregoing Recitals are true, correct and are incorporated herein.

SECTION 2. The City hereby declares its intent to remain a member agency of the San Luis Obispo County Integrated Waste Management Authority (IWMA) subject to the following conditions:

- a) The IWMA Joint Powers Agreement shall be revised, following consultation with the City Manager and City Attorney, to address the following:
 - i) Remove the five County Supervisors as board members of the IWMA effective immediately; and
 - ii) Remove the eight-member voting provision stated in Section 8.5; and
 - iii) Alter the notice requirement contained in Section 13.2 to require at least six months' notice to the IWMA in the event that a member intends to withdraw from the IWMA; and
 - iv) Add a provision to the Agreement which clearly and directly limits the IWMA's ability to adopt, impose, or implement any rule, regulation, policy, or ordinance in excess of the State requirements.
- b) The revised JPA Agreement must be fully executed as soon as possible.
- c) The IWMA must also take the following actions:
 - i. Begin recruitment and diligently pursue hiring a permanent Executive Director as soon as practical; and

- ii. Hire a third-party firm with solid waste management expertise to analyze fees, staffing structures and make recommendations for any programs and services that are not required by, or are in excess of, State solid waste regulations. The report shall identify potential cost saving measures and the IWMA Board shall review and implement those recommendations to reduce costs and minimize expenses. The report must be reviewed by the managers of the IWMA's member agencies before it is finalized and implemented; and
 - iii. Provide all information necessary to support the adoption of fees that meet all applicable legal requirements, including any information needed by the member agencies to implement the IWMA's fees as determined through coordination with the managers of the member agencies; and
 - iv. Rescind IWMA Resolution No. 21-06-02 and coordinate with the member agencies' managers before adopting any other increases to the IWMA's fees.
- d) The City intends to continue evaluating the cost-effectiveness of remaining a member of the IWMA as compared to its other options, such as contracting with another agency for its waste management regulatory services or developing its own program to meet its regulatory requirements, and reserves its right to withdraw from the IWMA in the future.

SECTION 3. This Resolution shall take effect immediately upon adoption. The City Manager or their designee is directed to promptly deliver this adopted Resolution to the IWMA's Interim Executive Director and Executive Committee.

On motion of Council Member _____, seconded by Council Member _____, and by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

the foregoing Resolution was passed and adopted this 9th day of November, 2021.

CAREN RAY RUSSOM, MAYOR

ATTEST:

JESSICA MATSON, CITY CLERK

APPROVED AS TO CONTENT:

WHITNEY MCDONALD, CITY MANAGER

APPROVED AS TO FORM:

TIMOTHY J. CARMEL, CITY ATTORNEY