



CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

5019 Imhoff Place
Martinez, California 94553

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JOHN B. CLAUSEN, Vice Chair
GREGORY L. CARR, Director
EVELYN MUNN, Director
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(510) 689-3890
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April 15, 1993

Secretary of State
P. O. Box 944225
Sacramento, CA 94244-2250

Please find enclosed a copy of the Notice of a Joint Powers Agreement for the Central Contra Costa Solid Waste Authority.

Sincerely,

Joyce E. Murphy
Secretary of the Authority

Enclosure

Member agencies:



Central Contra Costa Sanitary District



City of San Ramon



City of Walnut Creek



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State of California
March Hong Eu
Secretary of State

FILE NO. _____

NOTICE OF A JOINT POWERS AGREEMENT
(Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 324-6778
2. Include filing fee of \$5.00.
3. Do not include attachments, unless otherwise specified.

(Office Use Only)

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: _____

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

Mailing address: 5019 Imhoff Place, Martinez, CA 94553

Provide a short title of the agreement if applicable: Joint Exercise of Powers Agreement -
Central Contra Costa Solid Waste Authority

The public agencies party to the agreement are:

- (1) Central Contra Costa Sanitary District
- (2) City of San Ramon
- (3) City of Walnut Creek

if more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: October 9, 1990

Provide a condensed statement of the agreement's purpose or the powers to be exercised: To exercise
certain powers as set forth in the agreement in a manner which will assure the
~~citizens of the agencies that solid waste activities in Central Contra Costa County~~
will be conducted consistent with the public good and protection of the environment.

Date: April 15, 1993

Joyce E. Murphy
Signature

Joyce E. Murphy
Secretary of the Authority

Typed Name and Title

JOINT EXERCISE OF POWERS AGREEMENT

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

ARTICLE 1: PURPOSE

- A. Purpose of Agreement: It is the purpose of this Agreement to establish, pursuant to the Joint Exercise of Powers Act, a public entity separate from each of the agencies. This public entity is to be known as the Central Contra Costa Solid Waste Management Authority, hereinafter referred to as the "Authority".
- B. Purpose of Authority: The purpose of the Authority shall be to exercise certain powers set forth below, in a manner which will (1) assure the citizens of the member agencies that certain solid waste transfer station(s) and/or regional resource recovery facility(ies), and/or recycling facility(ies) and/or household hazardous waste facility(ies), and/or landfill(s) and related programs will be operated in the most cost effective manner possible consistent with the proper concern for the environment; and (2) allow for the public ownership and/or management of said facilities, and (3) allow for such other joint efforts concerning the handling and disposal of the solid waste stream as may be beneficial to constituents of the member agencies.
- C. Members of Authority: This Agreement is entered into by and between the cities of Walnut Creek and San Ramon and the Central Contra Costa Sanitary District (hereinafter "Initial Members"), as individual public entities which mutually promise and agree as hereinafter set forth. Membership in the Authority is open to any public entity that franchises the collection and/or disposal of garbage in Central Contra Costa County. Membership in the Authority is granted upon a 2/3 vote of all members of the Authority Board as then constituted, approving the application for membership, and upon compliance with the terms and conditions of membership set forth by the Board and/or in force at that time.

- D. Apportionment of Expenses: It is the intention of the Authority to collect revenues to cover the costs of Authority operations, through solid waste stream operations including, but not limited to, the operation of transfer facility(ies), reclamation facility(ies), recycling facility(ies), household hazardous waste facility(ies), and/or landfill facility(ies). To the extent that operating expenses exceed revenues during any period, including the initial start up period of the Authority, the member agencies shall be responsible for providing the requisite funds to the Authority to ensure that such expenses are met in that proportion that the total tonnage of solid waste collected within the jurisdiction of each agency bears to the total tonnage of solid waste collected within the jurisdiction of all members of the Authority. Each member agency's contribution to such expenses is dependent upon such member agency's governing body's yearly approval of such contribution, provided, however, that if such member agency's governing body does not approve such contribution, such member agency shall be deemed to have withdrawn from the Authority and subject to the provisions of Article 4 D, Sections 1 and 3, excepting such unapproved contribution resulting in such deemed withdrawal.

Within one hundred twenty (120) days of the effective date of this Agreement the Initial Members shall formulate a budget for the first fiscal year of Authority operations, and, in conjunction therewith, shall assign each member a proportionate funding obligation to meet the budget agreed upon. If the Initial Members do not so formulate such a budget and assign such funding obligation within such one hundred twenty (120) day period, or within such other time agreed to in writing which is executed by such Initial Members, this Agreement shall be null and void.

ARTICLE 2: POWERS OF THE AUTHORITY

- A. General Powers: 1. The Authority shall have all powers common to its member agencies, and such general powers shall further include, but not necessarily be limited to the following:
- a) To advise the member agencies on issues related to solid waste collection and disposal;
 - b) To advocate the interests of the member agencies related to solid waste management issues with local, state and federal officials;
 - c) To plan for transfer station(s), resource recovery facility(ies), recycling facility(ies), household

hazardous waste facility(ies), landfill(s), any other solid waste facility(ies) and programs, and/or any related closure and post-closure thereof;

- d) To develop transfer station(s), resource recovery facility(ies), recycling facility(ies), household hazardous waste facility(ies), landfill(s), any other solid waste facility(ies) and program(s) and/or any related closure and post-closure thereof;
- e) To acquire and/or operate and/or contract for the operation of transfer station(s), resource recovery facility(ies), recycling facility(ies), household hazardous waste facility(ies), landfill(s), any other solid waste facility(ies) and program(s) and/or any related closure and post-closure thereof;
- f) To regulate rates of transfer station(s), resource recovery facility(ies), recycling facility(ies), household hazardous waste facility(ies) and landfill(s);
- g) To advise on matters of solid waste collection and disposal rates and charges;
- h) To advise public entities as to market conditions affecting the marketability of recyclable commodities; and
- i) To market and sell recyclable commodities.
- j) To conduct joint studies and/or institute joint programs as may be required by law or appropriate regarding solid waste collection and disposal including, but not limited to, such efforts as may be required regarding reduction of the waste stream directed to landfills.

2. Notwithstanding Article 2, Section A(1) above, the Authority is not authorized to in any manner impair or interfere with a member agency's franchising of solid waste collection and/or disposal, except as otherwise set forth in this Agreement or except as specifically agreed by such member agency.

B. Specific Powers: In carrying out its general powers, the Authority is hereby authorized to perform all acts necessary or proper for the exercise of said powers which may include, but are not limited to, the following:

- 1. To make and enter into contracts;
- 2. To apply for and accept grants, advances, and contributions;

3. To employ or contract for the services of agents, employees, consultants and such other persons or entities as it deems necessary;
4. To conduct studies;
5. To review the Contra Costa Integrated Waste Management Plan and other such public planning documents as may be developed, and recommend revisions or amendments thereto;
6. To acquire, construct, manage, maintain, operate and control any buildings, works or improvements;
7. To acquire, hold or dispose of property;
8. To acquire by condemnation proceedings such real and/or personal property and/or rights of way as in the judgment of the Authority are necessary or proper to the exercise of its powers;
9. To incur debts, liabilities or obligations subject to limitations herein set forth;
10. To levy and collect fees and charges to the extent permitted by law;
11. To assess and collect, subject to Article 5, Section A and Article 1, Section D, of both Initial Members and future agency members, fees for membership in the Authority, so as to provide moneys for the financing of its activities, operations, and expansion which are not adequately funded by the revenues collected for services provided by the Authority;
12. To issue bonds, subject to the provisions and limitations of the laws of the State of California; and
13. To adopt annually, by April 1 of each fiscal year, a budget setting forth all administrative, operational and capital expenses for the Authority, together with the apportionment of such expenses by levy against each member agency to the extent necessary, subject to Article 1, Section D.

ARTICLE 3: ORGANIZATION OF AUTHORITY

- A. Board of Directors: The Authority shall be governed by a Board of Directors, hereinafter "Board", which shall exercise all powers on behalf of the Authority. The Board shall have the authority to carry out all duties and functions within the power of the Joint Exercise of Powers Agreement.

The Board shall be composed of two (2) representatives from each Authority agency, who shall be elected members of such agency's governing body. The term of Board membership is unlimited except as a member agency may provide for its own representatives; however, as to such member representatives, such term shall automatically expire when the representative is no longer an elected officer of the agency that he or she represents on the Board.

1. Duties of the Board of Directors: The Board shall perform all acts necessary or proper to carry out the purposes of this Agreement and to execute the General and Specific Powers of the Authority, which acts include but are not limited to the following:
 - a) Conduct Board meetings pursuant to a schedule adopted by the Board;
 - b) Consider, modify and approve the annual work program and budget;
 - c) Levy, fix, set and/or impose fees, assessments and charges to the extent permitted by law and by this Agreement;
 - d) Authorize, review and accept reports and studies;
 - e) Review, recommend, approve and/or regulate rates for services provided by the Authority or over which the Authority has regulatory power through contract or otherwise;
 - f) Recommend action to member agencies and other public bodies on:
 - i) The Contra Costa County Integrated Waste Management Plan and any other such public planning documents as may be developed and revisions or amendments thereto; and
 - ii) The planning, financing, development and operation of Authority activities;
 - g) Accept agencies as subsequent parties to the Agreement and members of the Authority, and their representatives as Board members;
 - h) Authorize the hiring and/or engagement of Authority staff;

- i) The Board may, from time to time, declare one of the member agencies as the lead agency for specific purposes as may be set forth by the Board or for the general purpose of staffing the Authority and carrying out the Authority's functions;
 - j) Establish committees to carry out Authority purposes, and appoint committee members from the Authority Board, the legislative bodies or administration of member agencies, Authority staff, and/or staff of the member agencies. The Authority shall reimburse agency members for personnel costs associated with the staffing of committees with member agency personnel;
 - k) Establish policies governing the compensation of staff employed by the Authority, which policies are subject to approval of the governing bodies of the agency members by 2/3 vote thereof.
 - l) Delegate duties to Authority or Board staff and/or members, appointed committees and committee members, the City Councils, and/or staff, or the Sanitary District Board and/or staff.
2. Voting Requirements: All actions of the Board may be undertaken by majority vote of the Board members present, provided a quorum exists, except for such Board actions requiring a 2/3 vote as may otherwise be set forth herein. Each Board member shall have one vote.
3. Board of Directors Members: Upon execution of this Agreement, the governing body of each agency shall, by resolution, appoint a member to serve as a member of the Board in conformity with the requirements of Article 3, Section A.
4. Subsequent Authority Members: Any agency which franchises solid waste collection in Central Contra Costa County, including cities incorporated and districts formed after the effective date of this Agreement, may become members of the Authority, and its representatives may become voting members of the Board by presenting an adopted resolution to the Board which includes a request to become a member of the Authority, and upon a 2/3 vote of all members of the Board to accept the new member, and upon payment of any charges and execution of all documents as may be required by the Board as a prerequisite for voting membership. Such charges may include such

items as compensation to the existing Authority members for previously expended costs in furtherance of Authority purposes, including staffing expenses, capital expenses, financing expenses, and assessments for losses in prior Authority operations. These examples are purely illustrative, however, and are not intended to limit the power of the Authority or the Board to fix whatever buy in, capitalization or other equalization charges deemed necessary or proper. Payment of such charges may be made in any manner deemed necessary or proper by the Board, including, but not limited to cash payment, a differential rate structure at Authority facilities, future capital contributions, surcharges or by other plan which might include appropriate security.

4. Board Officers: The Board shall by a majority vote elect from its members a Chairperson and a Vice Chairperson. The Chairperson and Vice Chairperson shall have one year terms and may be reelected so as to serve a maximum of two (2) consecutive one year terms, unless the Board unanimously approves additional consecutive term(s) as to a particular Chairperson or Vice Chairperson. The Chairperson shall preside over all meetings according to the Rules of Procedure adopted by the Board. The Board Chairperson shall represent the Authority and execute any contracts and other documents when required by the Rules of Procedure.
5. Board Rules: The Board is empowered to establish its own Rules of Procedure to the extent those rules are not inconsistent with the laws of the State of California governing the operations of this Authority.
6. Meetings of the Board:
 - a) Regular Meetings: The Board shall hold scheduled public meetings at a location selected by the Board.
 - b) Special Meetings: Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.
 - c) Notice of Meetings: All meetings of the Board shall be held subject to the current provisions of the Ralph M. Brown Act, being Sections 54950 et seq. of the California Government Code, and other applicable laws of the State of California requiring public meetings.

- d) Minutes: The Board Chairperson shall cause minutes of all meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.
7. Staffing: Each of the member agencies shall use its best efforts to provide staff to the Authority as may be necessary initially for the Authority to execute its powers and duties and as may be requested by the Board thereafter. Staff may be drawn from member agencies or agency staff. Additionally, the Authority may contract with or employ entities and/or individuals not associated with member agency staff, as permitted by Article 2, Section B(3).
8. Officers: The Board has the power to appoint as staff to the Board the following officers:
- a) Executive Director: There may be an Executive Director appointed who will serve as the chief administrative officer of the Authority. He or she shall be responsible to the Board for the management and administration of all Authority affairs pursuant to the Board's direction.

Until such time as the Board may determine to appoint an Executive Director who is not a staff member of a member agency, and for such other times as there is no Executive Director serving, the Board may appoint an interim Executive Director, who shall have such powers and duties as are set forth in this section. An interim Executive Director shall be the chief administrative officer of one of the member agencies, or such other agency staff member as the Board deems appropriate.

- b) Treasurer and Controller: There shall be a Treasurer and Controller to be the custodian of all Authority funds, to pay demands and to make or contract for an annual audit.
- c) Secretary: There shall be a Secretary who shall be responsible for the noticing of meetings and recording of minutes of meetings as required by the Brown Act and the Rules of Procedure.

9. Funds, Expenditures and Audits:

Each and every expenditure of moneys shall be authorized or approved by the Board or by a person designated by the Board to authorize expenditures. The Treasurer shall draw warrants to pay demands so authorized for payment by the Board.

Before the Authority may expend any moneys or incur any financial obligation it shall adopt a budget showing proposed expenditures for the Fiscal Year and the proposed means of financing such expenditures. The budget shall be for the ensuing Fiscal Year, beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.

The Board shall periodically cause an audit to be performed with regard to the financial operations of the Authority.

ARTICLE 4: TERMS OF AGREEMENT

- A. Effective Date: This Agreement shall become effective on the date of its execution by all the agencies identified in Article 1, Section C.
- B. Amendments: This Agreement may be amended by a two-thirds (2/3) vote of all members of the Board. Any such amendment shall be effective upon the day of such action.
- C. Undertaking of Specific Projects: Although it is the intent of this Agreement, and therefore the purpose of the Authority, to cooperate jointly amongst the member agencies so as to provide the most efficient operation of solid waste facilities on a regional basis, nothing contained in this Agreement is intended to prevent the Authority from undertaking projects pursuant to separate contracts between the Authority and individual member agencies, which projects are not intended to benefit all of the member agencies. The Authority shall hold title to each project in trust for the use of the members who participate. The members who participate in a project shall indemnify and hold harmless the members who do not participate from liability of any kind resulting from, or in any way related to, the financing, construction, acquisition, operation or maintenance of such project.

The Authority shall have the power to proceed with the final acquisition and construction of a project which is not joined in by all Authority members, only when a separate project contract has been entered into which provides arrangements for obtaining funds sufficient to

pay for all costs of such project. Such a project contract shall provide for such payments as shall be agreed upon, but will be at least sufficient to pay and discharge all obligations the Authority incurred in connection with such project.

D. Withdrawal:

1. Any member agency, upon written notice given by January 1 of any year, to the Chairperson of the Board of Directors, and all other member agencies, may withdraw from the Authority effective no earlier than July 1 of that year; provided, however, that the withdrawal of such member agency shall not terminate such member agency's responsibility under any obligation of such member agency or the Authority or any action taken in connection therewith, and further provided that the withdrawing agency must pay to the Authority on the effective date of withdrawal, all money owing to the Authority, and as to those capital expenditures that the withdrawing agency has agreed to participate in by contract or otherwise, its share of such capital expenditures. Such financial obligations of such withdrawing agency may be assumed by another entity upon 2/3 vote of the Board, absent the participation of the representative of the withdrawing agency.
2. Notwithstanding Subsection 1, above, a member shall not be permitted to withdraw from the Authority unless the Board determines by majority vote, absent the participation of the representatives of the withdrawing agency, that as of the effective date of withdrawal the Authority will have a waste stream sufficient to meet all Authority operating expenses and obligations outstanding as of the effective date of withdrawal, whether capital, operational, maintenance related or otherwise, and to ensure that all Authority operations will not be adversely affected to a material extent by the withdrawal of the withdrawing member.
3. The withdrawing agency shall also continue to be liable for its share of Authority obligations including, but not limited to operations and maintenance costs and the General Budget until the effective date of its withdrawal.

- E. Expulsion of Member: The Board may, by 2/3 vote of the Board members, terminate a member agency's membership in the Authority for a material breach of this Agreement after a six (6) months notice to such member agency. A member agency so expelled shall be responsible for capital expenditures and non capital obligations of the Authority as set forth in Article 4, Section C above.

- F. Reinstatement: An agency, subsequent to its withdrawal, or subsequent to expulsion, may seek reinstatement as a Member of the Authority. Application for reinstatement shall be made in writing to the Board. An agency shall be reinstated upon a 2/3 vote of all members of the Board as then constituted. The Board may require an agency seeking reinstatement to meet any terms and conditions which the Board deems appropriate.
- G. Division of Property and Obligations on Dissolution: Upon dissolution of the Authority as a legal entity, all debts and obligations of the Authority, including all bonded indebtedness, shall be paid, and the remaining property of the Authority shall be divided in proportion to the contributions made among all of the agencies who are parties to this Agreement at the time of its dissolution.
- H. Commitment of Waste Stream: Authority members shall, to the extent they are not prohibited from doing so by a contractual or legal obligation undertaken prior to becoming members of the Authority, commit the entirety of their waste stream to any facility owned or operated by the Authority provided such facility is designed and constructed to accommodate the waste stream from the affected member agency and provided further that such member agency has agreed to participate in the project which includes the operation of such facility. Authorization to commit less than the entirety of the waste stream of a member agency, other than for reason of prior contractual obligation, shall be determined by the Board based on economic, geographic and other solid waste considerations keeping in mind the purpose of the Authority.
- I. Acceptance of Waste Stream: The Authority must accept the entirety of the waste stream of any member agency to the extent the Authority owns or operates solid waste handling facilities designed and constructed to accommodate the waste stream from the affected member agency and the facility or facilities have adequate capacity to serve the member agency's entire need. The Authority shall attempt to acquire, construct and/or operate Authority facilities in such a manner as to best accommodate the solid waste handling needs of all member agencies.
- J. Funding From Member Agencies: Subject to Article 1, Section D, each member agency shall provide its share of the Authority's general budgetary obligation. Each initial member's share is set forth in Exhibit A attached hereto and incorporated herein by reference and made a part hereof as if fully set forth herein.
- K. Liability: The tort liability of the Authority, all members of the Board, and all officers and employees of

said Authority shall be controlled by the provisions of Division 3.6 of Title I of the Government Code of the State of California. Any tort and contractual liability incurred by or imposed upon the "Authority" shall remain the sole liability of the Authority rather than the liability of the member agencies, to the full extent such allocation of liability is permitted by law. The provisions of said Division relating to the indemnification of public employees and the defense of actions against them arising out of any act or omission occurring within the scope of their employment shall apply to all Authority directors, officers and employees. Notwithstanding the specific terms of this section, the Authority and the member agencies shall retain the power to allocate liability between the Authority and the member agencies, or among the member agencies, in a manner other than as set forth above pursuant to written agreement to do same for specific projects or undertakings of the Authority.

- L. Term and Termination: This Agreement shall continue in force until terminated as specified by this section. This Agreement may be terminated at the end of any Fiscal Year by consent of all member agencies, however, this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, the distribution of assets, and any other functions necessary to conclude the affairs of the Authority. Upon termination, payment of the obligations and division of the property of the Authority shall be conducted pursuant to Section F of this Article.

ARTICLE 5: PROJECT FINANCING

- A. Separate Contracts: Financing of specific capital projects, such as the acquisition or construction of solid waste facilities by the Authority shall be subject to separate contracts between the Authority and member agencies which intend to participate in the specific facility, the contracts shall set forth each agency's responsibility for capital expenditures and operating expenses as well as such other terms as may be appropriate.
- B. Debt: The Authority may issue or cause to be issued bond and other indebtedness, and pledge any property and/or revenues as security to the extent permitted by law. Any and all debts, liabilities, and obligations incurred by or imposed upon the Authority shall be the debts, liabilities, and obligations solely of the Authority, rather than the debts, liabilities, and obligations of the individual member agencies.

- C. Financial Contribution: For agencies joining the Authority after the effective date of this Agreement, the Board shall determine such agencies' proportionate financial contribution, which is due upon joining the Authority.
- D. Funding: It is intended that the liabilities of the Authority, to the fullest extent possible, are funded by revenues generated by facility operations.

ARTICLE 6: EXERCISE OF AUTHORITY'S POWERS

This Agreement is entered into under the provisions of Article 1 of Chapter 5, Division 7, Title One of the Government Code concerning Joint Powers Agreements. As to those powers vested in the Authority pursuant to Section 6508 of the Government Code, they shall be exercised in the same manner and subject to the same restrictions as those applicable to a sanitary district pursuant to the statutes and laws of the State of California.

ARTICLE 7: OBLIGATIONS OF AUTHORITY

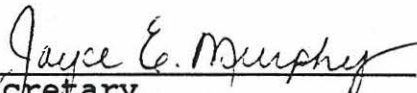
Any and all debts, liabilities, and obligations incurred by or imposed upon the Authority shall be the debts, liabilities, and obligations solely of the Authority and no capital or administration debt, liability, or obligation shall thereby be imposed upon any party to this Agreement or the collective parties hereto.

Dated: 8/13/90

CENTRAL CONTRA COSTA
SANITARY DISTRICT



President
Board of Directors



Secretary
Board of Directors

APPROVED AS TO FORM:



District Counsel

Dated: Sept 5, 1990

CITY OF SAN RAMON

Mary Lou Oliver
Mayor

Judy Macfarlane
City Clerk

APPROVED AS TO FORM:

Byron D. AHE
City Counsel

Dated: September 11, 1990

CITY OF WALNUT CREEK

Gail Murray
Mayor

Barbara M. Rivara
City Clerk

APPROVED AS TO FORM:

Thomas Haas
City Counsel

