



December 7, 2023

TO: LOCSD Board of Directors

FROM: Ron Munds, General Manager

SUBJECT: Agenda Item 7E – 12/07/2023 Board Meeting

Adopt Resolution 2023-33 approving the terms and conditions of the Second Amended and Restated Joint Powers Agreement with the San Luis Obispo County Integrated Waste Management Authority (IWMA).

President

Charles L. Cesena

Vice President

Marshall E. Ochylski

Directors

Matthew D. Fourcroy

Troy C. Gatchell

Christine M. Womack

General Manager

Ron Munds

District Accountant

Robert Stilts, CPA

Unit Chief

John Owens

Battalion Chief

Paul Provence

Mailing Address:

P.O. Box 6064

Los Osos, CA 93412

Offices:

2122 9th Street, Suite 110

Los Osos, CA 93402

Phone: 805/528-9370

FAX: 805/528-9377

www.losososcsd.org

DESCRIPTION

For various reasons, the County of San Luis Obispo (County) withdrew from the IWMA in November 2021. The County has reconsidered that decision and in October 2023, the Board of Supervisors voted to rejoin the organization. The IWMA Board has now directed its staff to circulate the 2023 County Joinder Agreement to the Second Amended and Restated Joint Powers Agreement (JPA) for approval by the Participating Agencies. This report summarizes the amended and restated JPA approval process.

SUMMARY OF STAFF RECOMMENDATION

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, Staff recommends that the Board adopt the following motion:

Motion: I move that the Board:

- 1. Adopt Resolution Number 2023-33; and***
- 2. Authorize the Board President to sign the second amended and restated Joint Powers Agreement on behalf of the District.***

DISCUSSION

The IWMA was formed in 1994 for the purpose of facilitating the development of programs, services and projects to meet the solid waste diversion requirements from Assembly Bill (AB) 939, the California Integrated Waste Management Act. The regional approach was determined to be the most cost-effective way to meet State's waste reduction goals. Over the years the IWMA has assisted participating agencies in meeting subsequent solid waste legislative requirements by developing programs and services, and managing the mandated reporting to the State.

In November 2021, the County of San Luis Obispo withdrew from the IWMA. With the necessary reorganization of the agency, the remaining participating agencies drafted the Second Amended and Restated Joint Powers Agreement recognizing that a single regional agency remained advantageous to advise, plan for, and implement solutions to common solid waste and waste diversion efforts. The participating agencies also wanted to avoid a series of amendments to the Agreement over time due to future state-mandated legislation and programs, and as such, the parties desire to authorize the IWMA Board to enact policies,

resolutions, and ordinances as are necessary to ensure and oversee compliance with any and all future state-mandated programs related to solid waste, recycling, waste diversion, and any other purpose of the Authority as provided in the amended Agreement. The District adopted a resolution at that time approving the reorganization.

The County has now reconsidered the decision to withdraw and in October 2023, the Board of Supervisors voted to rejoin the organization. The IWMA Board has now directed its staff to circulate the 2023 County Joinder Agreement to the Second Amended and Restated Joint Powers Agreement (JPA) for approval by the participating agencies. The JPA Agreement, as last amended, authorized amendments to the JPA Agreement on vote of a majority of the Members, and the proposed resolution (attached) is intended to express the approval by the District. Other members agencies are being asked to adopt a similar resolution approving the County's membership.

FINANCIAL IMPACT

There is no direct financial impact to the District or the District's solid waste customers from the recommended action. The IWMA is funded by a combination rates, fees and other mechanisms including tipping fees at the county's various landfills and fees paid for by each customer as part of the solid waste bill. Before raising fees, the IWMA is required to provide the participating agencies all necessary information and data related to the increase to support their adoption. The District will be responsible for solid waste rate setting and rates which would include the fee paid to the IWMA for the programs and services they provide to the community.

With the County rejoining the IWMA, there will be a new fee study conducted to determine if the fee will remain the same or possibly be reduced based on the larger customer base supporting the IWMA.

Attachment

Resolution Number 2023-33

Exhibit A – The Second Amended and Restated Joint Powers Agreement

RESOLUTION NO. 2023-33

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LOS OSOS COMMUNITY SERVICES DISTRICT
ADOPTING 2023 COUNTY JOINDER AMENDMENT TO THE SECOND
AMENDED AND RESTATED JOINT POWERS AGREEMENT OF
THE INTEGRATED WASTE MANAGEMENT AUTHORITY**

WHEREAS, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County (“Cities”) 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, a Memorandum of Agreement (“MOA”) was executed by and between the Cities, the County of San Luis Obispo, and certain special districts within San Luis Obispo County that possessed solid waste authority (“Authorized Districts”), amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board, which MOA was replaced on execution of the Second Amended and Restated JPA Agreement; and

WHEREAS, the Board of Directors of the IMMA directed IWMA staff that on the County of San Luis Obispo’s approval to rejoin the IWMA, to circulate the 2023 County Joinder Amendment to the Second Amended and Restated JPA (“Joinder Amendment”) to the Participating Agencies for approval (a true and correct copy of the 2023 County Joinder Amendment to JPA is attached hereto as Exhibit A), including among the Authorized Districts with representation on the Board through their designated representative; and

WHEREAS, the JPA Agreement, as last amended, authorized amendments to the JPA Agreement on vote of a majority of the Members, and this resolution is intended to express the approval of Members and acknowledged agreement of all other Participating Agencies.

WHEREAS, the County wishes to join the Cities and the Authorized Districts (together “Participating Agencies”) in confirming and conferring upon the IWMA as separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and as provided in the JPA Agreement.

WHEREAS, the Board of Directors of the Los Osos Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to the Second Amended and Restated JPA.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Los Osos Community Services District that the Los Osos Community Services District acknowledges, accepts, and agrees to be bound by the terms and conditions of the Joinder Amendment to the Second Amended and Restated JPA.

Upon motion of Director _____, seconded by Director _____
and on the following roll call vote, to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

The foregoing resolution is hereby passed and adopted this 7th day of December 2023.

Charles Cesena
President, Board of Directors
Los Osos Community Services District

ATTEST:

APPROVED AS TO FORM:

Ron Munds
General Manager and Secretary to the Board

Thomas D. Green
District Legal Counsel

**2023 COUNTY JOINDER AMENDMENT
TO SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF THE INTEGRATED WASTE MANAGEMENT AUTHORITY**

This County Joinder Amendment (“County Joinder”), dated _____, 2023, to the SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT (“2022 JPA Agreement”) is 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, (collectively, the “Cities”) and the County of San Luis Obispo, by its joinder herein.

A. On or about May 10, 1994, an agreement was executed by and between the Cities and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (the “Original JPA Agreement”), through which such member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority (“IWMA”).

B. On or around 2001, the Cities, County, and certain special districts within the County (“Authorized Districts”) executed a Memorandum of Agreement (“MOA”) amending the Original JPA Agreement to include the Authorized Districts for representation on the IWMA Board.

C. On or about November 15, 2021, the County withdrew from the IWMA, after which the remaining Cities and Authorized Districts elected to reestablish and continue the IWMA, on the terms set forth in the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority, which was adopted by the participating agencies in 2022 (“2022 JPA Agreement”).

D. On or about October 31, 2023, the County officially elected to rejoin the IWMA, including on the terms set forth the 2022 JPA Agreement, as amended hereby.

Based on the foregoing, the Cities, Authorized Districts, including the County through its joinder, hereby agree to the following amendments to the 2022 JPA Agreement reflecting the County’s joinder.

1. Title Amendment and List of Participating Agencies Attachment. The Title of the 2022 JPA shall be amended to read “Second Amended and Restated Joint Powers Agreement to Establish an Integrated Waste Management Authority.” The List of Participating Agencies attached to the 2022 JPA Agreement is replaced with the list attached to this Joinder Amendment.

2. Definitions. Section 1, entitled, “Definitions” shall be amended to include the following new definitions or amended definitions.

A. County shall be added as a definition. “County” means any unincorporated areas of the County of San Luis Obispo.

B. The following referenced definitions replace those of the same number in the 2022 JPA Agreement in their entirety.

“1.17 “Members” means the Cities and the County who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District Representative pursuant to Public Resources Code section 40977.”

“1.18 “Participating Agency” or “Participating Agencies” means and shall include the Cities, the County and the Authorized Districts who are signatories to this Agreement, including by way of joinder, delegating powers to the Authority pursuant to this Agreement, and participating in the governance of the IWMA.”

C. Notwithstanding the foregoing, the definition of “MRF”, was inadvertently included within the definition of “Members”, in the 2022 JPA Agreement, and such definition shall remain the definition of “MRF” and is not deleted.

3. Section 8, entitled “Boundaries” is amended and restated in its entirety to read:

“Section 8. Boundaries. The boundaries of the Authority shall be the boundaries of the collective Participating Agencies. If a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. If a qualified agency joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority’s use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.”

4. Section 9, entitled “Organization” shall be amended to include a new paragraph 9.2(g) to read as follows:

“(g) County. The County shall be entitled to appoint one representative to the Authority which representative shall consist of one (1) member from Board of Supervisors. The County may elect to have an alternate member from the Board of Supervisors in addition to any official member but said appointed alternate shall be able to vote only in the absence of the official representative.”

5. County Joinder. The County hereby joins the IWMA pursuant to the terms and conditions in the 2022 JPA Agreement as amended hereby, and the undersigned hereby consent.

6. Omnibus Change. Wherever references to “Cities” is used or “Cities and Authorized Districts”, are used in the 2022 JPA Agreement, including in its recitals, such references shall expressly be read to include the County unless context expressly dictates otherwise.

7. Ratification. The 2022 JPA Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with its terms and provisions, as amended hereby.

8. Effective Date. This Joinder Amendment shall take effect when adopted by each of the Cities, the County, with the Authorized Districts consenting to the joinder of the County, as evidenced by their execution 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 Joinder Amendment may be executed in counterparts which together shall constitute a single agreement. Electronically executed signatures may be accepted in lieu of originals if a Member agency has authorized electronic signatures through policy or otherwise.

CITY OF ARROYO GRANDE:

By: _____
Mayor

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF ATASCADERO:

By: _____
Mayor

Date _____

By: _____
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF EL PASO DE ROBLES:

By: _____
Mayor

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF GROVER BEACH

By: _____
Mayor

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF MORRO BAY

By: _____
Mayor

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF PISMO BEACH

By: _____
Mayor

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF SAN LUIS OBISPO

WHEREAS, all Authorized Districts are encouraged to execute the Joinder Amendment to Second Amended and Restated JPA prior to _____, or otherwise pursue means by which to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations; and

WHEREAS, the City Council of the City of San Luis Obispo desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo that the City of San Luis Obispo acknowledges, accepts, and agrees to be bound by the terms and conditions as set forth in Exhibit A. Upon motion of Vice Mayor Marx, seconded by Council Member _____, and on the following roll call vote:

AYES:
NOES:
ABSENT:

The foregoing resolution was adopted this _____ day of _____.

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By _____
City Attorney

IN WITNESS WHEREOF, I have hereunto set my and affixed the official seal of the City of San Luis Obispo, California, on _____.

By: _____
City Clerk

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Deputy County Counsel

Date: _____

AVILA BEACH COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

CAMBRIA COMMUNITY SERVICES DISTRICT:

WHEREAS, the Board of Directors of the Cambria Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows

1. The foregoing Recitals are true, correct and are incorporated herein.
2. The Cambria Community Services District hereby acknowledges, accepts, and agrees to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
3. This Resolution shall take effect immediately upon adoption. The General Manager or his designee is directed to deliver this adopted Resolution to the IWMA's Interim Executive Director and Executive Committee.

Resolution _____ was adopted at a Regular Meeting of the Cambria Community Services District on _____.

By: _____
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: _____
Board Secretary

By: _____
District Counsel

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

LOS OSOS COMMUNITY SERVICES DISTRICT

By: _____
President

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

OCEANO COMMUNITY SERVICES DISTRICT

By: _____
President

Date _____

By: _____
Board Secretary

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Date: _____

SAN MIGUEL COMMUNITY SERVICES DISTRICT

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing Resolution is hereby passed and adopted this _____ day of _____.

By: _____
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: _____
General Manager

By: _____
District General Counsel

By: _____
Board Clerk

SAN SIMEON COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

CAYUCOS SANITARY DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

GROUND SQUIRREL HOLLOW COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

TEMPLETON COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

LIST OF PARTICIPATING AGENCIES

CITIES	AUTHORIZED DISTRICTS
Arroyo Grande	Avila Beach CSD
Atascadero	California Valley CSD
El Paso de Robles	Cambria CSD
Grover Beach	Cayucos Sanitary District
Morro Bay	Ground Squirrel Hollow CSD
Pismo Beach	Heritage Ranch CSD
San Luis Obispo	Los Osos CSD
	Nipomo CSD
COUNTY	Oceano CSD
The County of San Luis Obispo	San Miguel CSD
	San Simeon CSD
	Templeton CSD