MARIPOSA COUNTY
BOARD OF SUPERVISORS
AGENDA ACTION FORM
DATE: July 18, 1995
AGENDA ITEM NO.: 6

DEPARTMENT: Board
BY: Garry Parker
PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes__ No_x)

Adopt the attached Resolution Ratifying Amendments to the Joint Powers Agreement of Regional Council of Rural Counties Authority for Environmental Services, as amended July 1, 1995 and authorizing Chair to sign agreement as amended.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The amended agreement reflects actions taken by the RCRC Environmental Services Joint Powers Authority Board of Directors in Resolutions 94-1, 94-2, 94-3 and the minutes of the authority's meeting on January 25, 1995, regarding changing the name of the Authority. All of the actions reflected above were by unanimous vote of the Board of Directors. Changes are underlined, except where some paragraph headings were previously underlined.

In accordance with Article 26 of the current agreement, the Agreement may only be amended in writing, by the adoption of a Resolution by the Board of Supervisors of each of the member counties with a majority consent of the Board of Supervisors of each of the member counties to effectuate the above amendments into the agreements.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not approve the amendment, RCRC Environmental Service Board will need to be notified.

COSTS:
A. Budgeted current FY $
B. Total anticipated costs $____________
C. Required additional funding $____________
D. Internal transfers $____________
SOURCE: ( ) 4/5ths Vote Required
A. Unanticipated revenues $____________
B. Reserve for contingencies $____________
C. Source description:
Balance in Reserve for Contingencies, if approved: $____________

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:
- Resolution
- JPA Correspondence
- Agreement

CLERK'S USE ONLY:
Res. No.: 95-346
Vote - Ayes: 5
Noes:
Absent:
Abstained:
Approved: ( )
Denied: ( )
Minute Order Attached: ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date:
ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
- Recommended
- Not Recommended
- For Policy Determination
- Submitted with Comment
- Returned for Further Action
Comment:
A.O. Initials: _______________

Action Form Revised 5/92
RESOLUTION NO. 95-346
OF THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY
RATIFYING AMENDMENTS TO THE
JOINT POWERS AGREEMENT OF THE
REGIONAL COUNCIL OF RURAL COUNTIES
AUTHORITY FOR ENVIRONMENTAL SERVICES
AS AMENDED JULY 1, 1995

WHEREAS, Article 26 of the Joint Powers Agreement requires amendments to the Agreement to be in writing and approved by member counties' Board of Supervisors, a majority consent of which is required to effectuate any such amendment, and

WHEREAS, the Board of Directors of the Authority have directed and approved amendments relating to changing the name of the Authority, changing staff titles and duties, appointing a legislative advocate; changing composition of committees, identifying the Authority's place of business, and approving new members;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County does hereby approve the amendments of the Joint Powers Agreement for the RCRC Authority for Environmental Services and further resolves that the Board authorizes the Chairman of the Board to sign the Agreement, as amended July 1, 1995. A copy of the amendments and Agreement is attached hereto.

Dated: 10-19-95

COUNTY OF MARIPOSA

By
Garry R. Parker, Chairman

Attest:

Margie Williams, Clerk of the Board
AMENDED AND RESTATED JOINT POWERS AGREEMENT
CREATING THE REGIONAL COUNCIL OF RURAL COUNTIES AUTHORITY
FOR ENVIRONMENTAL SERVICES
(Amended July 1, 1995)

This Agreement, dated this 1st day of July, 1993, is executed in the State of California by and among those counties organized and existing under the Constitution of the State of California which are parties signatory to this Agreement. All such counties, are parties signatory to this Agreement. All such counties, hereinafter called member counties, shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code 9 Section 6500 et seq.), two or more public agencies may, by agreement, form a Joint Powers Agency to exercise those powers and functions that are common to the contracting parties; and

WHEREAS, under California law, each of the member counties are responsible for planning for the disposal of solid waste generated within there respective counties; and

WHEREAS, it is the desire of the member counties to create a public agency that will be able to provide for the planning for the disposal of solid waste within their respective counties and to provide such other services and programs concerning the disposal and/or the recycling of solid waste within the member counties,

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

“Agreement” means this Joint Exercise of Powers Agreement, as the name now exists or as it may from time to time be amended by any supplemental agreement entered into pursuant to the provisions hereof.

“Authority” shall mean the Regional Council of Rural Counties Authority for Environmental Services, a Joint Powers Agency hereby established and created by the Agreement.

“Board of Directors” or “Board” shall mean the governing body of the Authority.

“Executive Committee” shall mean the Executive Committee of the Board of Directors of the Authority.

“Fiscal year” shall mean that period of twelve months commencing on July 1st of any year.

“Joint powers law” or the “Act” shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

“Member county” shall mean any county which has executed this Agreement and become a member of the Authority.

“Regional Council of Rural Counties (RCRC)” means that agency incorporated under that name which shall staff the Authority.

“Solid Waste Planning” shall mean the preparation and adoption of a solid waste management plan in accordance with the provisions of Public Resources Code Sections 40900 et. seq..

“Solid Waste Services” shall mean a program established by the Authority that provides for the recycling and/or disposal of solid waste within one or more of the member counties.

ARTICLE 2
PURPOSES

This Agreement is entered into by the member counties in order that they may jointly develop and fund programs to provide for:

a. Solid Waste Planning: The Authority shall establish a program which shall identify those counties which desire and would benefit from being included in the preparation of a solid waste management plan which is to be prepared on a regional basis. The Authority shall identify all regional boundaries that it deems appropriate in managing its duties hereunder and shall coordinate with the member counties to determine the viability of such regional boundaries.

b. Solid Waste Services: The Authority may establish and provide for the coordination of planning for and/or disposal of solid waste within each of the member counties that elect to subscribe to such services.

ARTICLE 3
TERM

This Agreement shall become effective upon adoption by two or more counties and shall remain in full force and effect until it is terminated by the unanimous consent of the parties hereto and upon the proper discharge of all legal obligations incurred or undertaken by the Authority.
ARTICLE 4
CREATION OF THE AUTHORITY

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Regional Council of Rural Counties Authority for Environmental Services, with such powers as are hereinafter set forth. Upon the execution of this Agreement, the Executive Director of the Regional Council of Rural Counties ("RCRC") shall file this Agreement with the Secretary of States Office in order to comply with applicable provisions of state law and to complete all legal proceedings necessary to bring the Authority into existence.

ARTICLE 5
LIMITATION OF LIABILITY

To the extent permitted under State law, and specifically Public Resources Code Sections 40970, pursuant to the provisions of Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall be its own and shall not be or constitute debts, liabilities and obligations of any of the member counties.

ARTICLE 6
POWERS OF THE AUTHORITY

The Authority shall have all of the powers common to the counties in California and all additional powers set forth in the joint powers law of the State of California and is hereby expressly authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

a) To make and enter into contracts;

b) To incur debts, liabilities, and obligations;

c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;

d) To sue and be sued in its own name, and to settle any claim against it;

e) To receive and use contributions and advances from member counties as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property;

f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
In Accordance with the provisions of Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers as is established by law for general law counties.

The grant of power hereunder to the Authority shall not be construed nor shall it operate so as to limit the power of any member county to separately exercise any of the powers that such county has should it elect to individually undertake any program or function that the Authority is authorized to perform.

ARTICLE 7
BOARD OF DIRECTORS

a) **Membership:** The Authority shall be governed by the Board of Directors, which shall be composed of one director from each member County, appointed by the member County Board of Supervisors and serving at the pleasure of that body. The Board of Supervisors of each member county shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meting of the Board when the director is absent. The alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, such person’s membership or alternate membership of the Board shall automatically terminate.

Any vacancy in a director or alternate director position shall be filled by the appointing county’s board of supervisors, subject to the provisions of this Article.

b) **Quorums:** A majority of the membership of the Board shall constitute a quorum for the transaction of business. Each member of the Board shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the member counties, action of the Board shall require the affirmative vote of a majority of the members present and voting.

At any meeting at which a quorum is initially present, the Board may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum.

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

a) The Board shall exercise all powers and conduct all business of the Authority, wither directly or by delegation to the Executive Committee or such other committees as may be
established by the Board and subject to such restrictions and limitations as are set forth herein.

b) The Board shall form an Executive Committee, as provided in Article 11. The Board may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board except adoption of the Authority's Annual Budget. The powers and duties so delegated shall be specified in a resolution adopted by the Board.

c) The Board may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of the Authority as it relates to specific programs provided by the Authority. Only those counties participating in the specific program for which a committee is established shall be eligible to have an official from such counties serve on the committee. In addition, the membership of any such committee may consist in whole or in part of persons who are not members of the Board, provided that the Board may delegate its powers and duties only to a committee of the Board composed of a majority of Board members. Any committee which is not composed of a majority of Board members may function only in an advisory capacity.

d) The Board shall have the authority to appoint or employ necessary staff in accordance with Article 13.

e) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated.

f) The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each program of the Authority, including all provisions for the employment of personnel and/or the award of contracts as may be necessary to provide services to carry out such program.

g) The Board, directly or through the Executive Committee, shall provide for necessary services to the Authority and to member counties, by contract or otherwise, which may include, but shall not be limited to, contracting with such independent professionals and/or other organizations or entities as the Board determines is necessary to provide the delivery of the program with in participating counties.

h) The Board shall provide general supervision and policy direction to the Executive Director.

i) The Board shall receive and act upon reports of the committees as established by the Board and the Executive Director.

j) The Board shall approve the execution of each contract or agreement to be entered into in the name of the Authority.
k) The Board shall receive, review, and act upon periodic reports and audits of the funds of the Authority, as required under Articles 16 and 17 of this Agreement.

l) The Board shall have such other powers and duties reasonably necessary to carry out the purposes of the Authority.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

a) Initial Meeting: No later than 30 days following the effective date of this Agreement and the establishment of the Authority, the initial meeting of the Board of Directors shall be called and convened. For the purpose of calling such meeting, the Executive Director of the Regional Council of Rural Counties ("RCRC") shall prepare the initial agenda for the Board of Directors and shall call and post such notices as are required under the Brown Act. Any member county desiring an item on the agenda for the initial meeting shall provide the topic and their request for the same to RCRC no later than 20 days following the effective date of this Agreement.

b) Regular Meetings: At the initial meeting of the Board, the Board shall, by resolution, fix the time and location for regular meetings of the Board of Directors, which at a minimum shall be established annually.

c) Minutes and Records: The Executive Director/Secretary of the Authority shall provide for the keeping of minutes of regular and special meetings of the Board and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.

d) Brown Act: All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

e) Place of Business:
The principal office for the transaction of the business of the Regional Council of Rural Counties Authority for Environmental Services is at 1020 12th Street, Suite 200A, Sacramento, CA 95814 in Sacramento County, including properly posted meetings at any facility in Sacramento County which complies with the requirement of California Government Code Section 54954(b)(4) and (d).

ARTICLE 10
OFFICERS

The Board of Directors shall elect from its membership a Chair and Vice Chair of the Board, to serve for one year terms. The Chair, or in his or her absence, the Vice Chair, shall preside at and conduct all meetings of the Board and shall chair the Executive Committee.
ARTICLE 11
EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board which shall consist of three members: the Chair and Vice Chair of the Board, and one other member elected by the Board from its membership for the term elected (one year or the remainder of an unexpired term).

The Executive Committee shall conduct the business of the Authority between meetings of Board of Directors, exercising all those powers delegated to it by the Board as provided for in Article 8.

ARTICLE 12
COMMITTEES

The Board of Directors may establish committees, as it deems appropriate, to conduct the business of Authority. Members of the committees shall be appointed by the Board, to serve one year terms, subject to reappointment by the Board. The members of each committee shall annually select one of their members to chair the Committee. Each committee shall be composed of at least three members and shall have those duties as determined by the Board or as otherwise set forth in the Bylaws. Each committee shall establish a schedule of regular meeting by Resolution of the committee. Each committee shall annually prepare and submit a report to the Board of Directors and to the Executive committee as to the activities and programs provided by or overseen by the committee.

All Committee meetings shall be called, noticed and conducted in accordance with the provision of Government Code Section 54950 et seq., the Brown Act.

ARTICLE 13
STAFF

a) **Principal Staff:** The Authority shall be staffed by the Regional Council of Rural Counties or any successor thereto.

1) **Executive Director:** The Board shall appoint an Executive Director, who shall be the Executive Director of RCRC, who shall perform the duties of Secretary, Treasurer, and Auditor of the Authority; and who shall be authorized to sign all contracts and conduct all business and shall perform those duties that may be imposed by the Board. The Board shall also appoint the RCRC Legislative Advocate as Assistant Secretary, Treasurer, Auditor for the Authority and who shall be authorized to perform the duties of the Executive Director in his/her absence.

2) **Treasurer/Auditor:**

(a) Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the treasurer is designated as the depository of
the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

(b) The Auditor shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

(c) The Treasurer and Auditor of the Authority are designated as the public officers or persons who have charge of, handle, or have access to any property of the Authority, and each such officer, if the offices are held by separate persons, shall file an official bond with the secretary of the Authority in the amount of $100,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least that amount obtained in connection with another public office. The bonding requirements of the RCRC for the Executive Director shall meet this requirement.

(d) The offices of Treasurer and Auditor may be held by separate officers or employees of the Authority or combined and held by one officer or employee; provided that such person or persons shall comply with the duties and responsibilities of such office or offices as set forth in the Act. In the event the Board designates its officers or employees to fill the functions of Treasurer or Auditor, or both, such officers or employees shall cause periodic independent audits to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.”

3) Legislative Advocate:
The Board shall appoint the RCRC Legislative Advocate as legislative advocate for the Authority.

b) Other Staff: The Board shall provide for the appointment of such other staff as may be necessary for the administration of the Authority provided, however, that the Board may authorize the Executive Committee or any of the committees of the Authority to hire staff for the Authority as they may deem necessary and convenient for the conduct of the Authority business. No person hired by the Authority shall be entitled to or deemed to have any vested rights in their employment with the Authority unless and until the Authority expressly confers such status to the employee through the formal adoption of a resolution declaring all of the terms and conditions of the employment, including, but not limited to, provisions establishing the basis for which disciplinary action may be initiated.

ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION OF AUTHORITY PROGRAMS

a) Program and Authority Funding: The member counties developing or participating in any program shall fund all costs of that program, including all administrative costs, as hereinafter provided. All such costs, including but not limited to the cost of staffing (hereinafter referred to as “Authority general expenses”), shall be equitably allocated
among the various programs by the Board and shall be funded by the member counties developing or participating in such programs in accordance with such allocations, as hereinafter provided.

1) Development Charge: Development costs of any program shall be funded by a development charge, as fixed by this Agreement or determined by the Board of Directors. The development charge shall be paid by each member county which wishes to join in development of the program and thereby reserve the option to participate in the program following its adoption by the Board. Development costs are those costs incurred by the Authority in developing a program for review and adoption by the Board of Directors, including but not limited to research, feasibility studies, information and liaison work among counties, preparation and review of documents, and actuarial and risk management consulting service. The development charge may also include a share of Authority general expenses, as allocated to the program development function by the Board. The development charge shall be billed by the Authority to all member counties upon authorization of program development by the Board and shall be payable within thirty (30) days of the billing date.

Upon the conclusion of program development funds shall be billed to the counties which have paid the development charge on a pro rata or other equitable basis, as determined by the Board, and any surplus in such funds shall be transferred into the loss reserve funds for the program or, if the program is not implemented, into the Authority’s general expenses funds.

2) Annual Expenses: Except as provided below, all post-development costs of any program shall be funded by annual bills charged to the member counties participating in the program each year and by interest earnings on the funds so accumulated. Such bills shall be determined by the Board of Directors upon the basis of a cost allocation plan developed by the Authority. The bill for each participating county shall include that county’s share of expected program costs and program administrative costs for the year, plus that county’s share of Authority general expense allocated to the program by the Board.

Annual bills shall be sent by the Authority at the beginning of each fiscal year and shall be payable within thirty (30) days of the billing date. For programs that are supported by subventions received by the member counties, the bills shall not be due and payable until 30 days following the receipt of the subvention funds. At the end of each fiscal year, program costs shall be audited by the Authority. Any deficiency or surplus in the amount paid by a participating county, as shown by such audit, shall be adjusted by a corresponding increase or decrease in the bill to that county for the next succeeding year, unless the county withdraws or is canceled from the program, in which case the provisions of Article 23 shall control.
b) **Program Implementation and Effective Date:** Following development of any program and upon its adoption by the Board of Directors, the Authority shall give each member county which has paid the development charge for the program a written notice of the program, which shall include: terms of the program, the minimum number of counties required for program implementation, and the estimated first year cost to the county for program participation. Each such county may elect to enter the program by giving written notice of such election, in a form prescribe by the Authority, to the General Manager/Secretary within thirty (30) days of the date of the Authority’s notice of the program. Any member county which has not paid the development charge as of the date of the program notice may enter the program only if it pays such charge and gives notice of such election within the above 30 day period.

When at least the minimum number of member counties required for program implementation shall have elected to enter the program, the Authority shall determine the actual first year cost to each county so electing and shall give each such county written notice thereof. If a county’s actual first year cost is the same as or less than that estimated by the Authority, the county shall remain bound by its election to enter into the program. If the actual first year cost is more than that estimated by the Authority, the county may revoke its election to enter the program by giving the General Manager/Secretary written notice of such decision within thirty (30) days of the date of the actual notice of the cost to the county.

When the Authority determines that at least the minimum number of counties required for program implementation remain in the program, it shall give written notice to that effect to all counties which have elected to enter, and the program shall become effective on the date of such notice. All such counties shall thereafter be considered participants in the program except for any county which revokes its entry into the program under the terms and within the time period above provided.

c) **Late Entry Into Program:** A member county which does not elect to enter any program upon its implementation, pursuant to (c) above, or a county which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a vote of two-thirds of those members present and voting who represent counties participating in the program.

As a condition of late entry the county shall pay the development charge for the program, as adjusted at the conclusion of the development period.
ARTICLE 15
SOLID WASTE SERVICES

In order to address the needs for solid waste planning and services within the respective jurisdictions of the member counties, the Board may establish programs to provide:

a) Assistance to counties in complying with the provisions of State law relating to Integrated Waste Management (Public Resources Code Sections 40,000 et seq.), including but not limited to assisting counties in waste management planning (and the preparation and adoption of Integrated Waste Management Plans);

b) Development and advocacy of a legislative policy that is reflective of the needs and concerns of rural counties in dealing with solid waste disposal and recycling;

c) Education for the people and businesses within the rural counties as to the problems of solid waste generation and disposal;

d) Development and operation of regional facilities to provide for the disposal and recycling of solid waste.

ARTICLE 16
ACCOUNTS AND RECORDS

a) Annual Budget: The Authority shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each program under development or adopted and implemented by the Authority.

b) Funds and Accounts: The Executive Director, as Auditor of the Authority (or Auditor if otherwise designated by the Board) shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of directors. Separate accounts shall be established and maintained for each program under development or adopted and implemented by the Authority. Books and records of the Authority shall be open to inspection at all reasonable times by authorized representatives of member counties. The Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

c) Auditor’s Report: The Executive Director, as Auditor (or Auditor if otherwise designated by the Board) within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member county.

d) Annual Audit: Pursuant to Government Code Section 6505, the Authority shall either make or contract with a certified public accountant to make an annual fiscal audit of all accounts and records of the Authority, conforming in all respects with the requirements of
that section. A report of the audit shall be filed as a public record with the county auditor of each member County with in six months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the Authority.

ARTICLE 17
RESPONSIBILITIES FOR FUNDS AND PROPERTY

a) The Executive Director, as Treasurer (or Treasurer if otherwise designated by the Board) shall have custody of and be responsible for disbursement of the Authority’s funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

b) Pursuant to Government Code Section 6505.6, the Executive Director, as Treasurer (or Treasurer if otherwise designated by the Board) shall:

1) Receive and acknowledge receipt for all funds of the Authority and place them in the Treasury of the Treasurer to the credit of the Authority;

2) Be responsible upon his or her official bond for the safekeeping and disbursement of all Authority funds so held by him or her;

3) Pay any sums due from the Authority, as approved for payment by the Board of Directors or by any body or person to whom the Board has delegated approval authority, making such payments from Authority funds;

4) Verify and report in writing to the Authority and the member counties, as of the first day of each quarter of the fiscal year, the amount paid out since the last report, and the amount received since the last report.

c) Pursuant to Government Code Section 6505.1, the Executive Director, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of the Authority.

d) The Authority shall secure and pay for a fidelity bond or bonds in an amount or amounts and in the form specified by the Board of Directors covering all officers and staff of the Authority and all officers and staff who are authorized to have charge of, handle, and have access to property of the Authority. The bonding requirements of the RCRC for the Executive Director shall meet this requirement.
ARTICLE 18
RESPONSIBILITIES OF MEMBER COUNTIES

Member Counties shall have the following responsibilities under this Agreement:

a) The Board of Supervisors of each county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.

b) Each county shall appoint an employee of the county to be responsible for the risk management function within that county and to serve as a liaison between the county and the Authority for all matters relating to programs provided by the Authority in which they are participating.

c) Each county shall have such other responsibilities as are provided elsewhere in this Agreement and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 19
NEW MEMBERS

Any non-member county may become a party to this Agreement and participate in any program, and any member county may participate any excess insurance program in which it is not presently participating upon approval of the Board of Directors, by a vote of two-thirds of the members of the Authority.

ARTICLE 20
WITHDRAWAL

a) A member county may withdraw as a party to this Agreement upon 30 days advance written notice to the Authority if it is not actively participating in any program of the Authority.

b) After becoming a participant in a program, a member county may withdraw from that program only at the end of each fiscal year and only if it gives the Authority at least 90 days advance written notice of such action.

ARTICLE 21
CANCELATION

a) Notwithstanding the provisions of Article 20, the Board of Directors may:
1) Cancel any county from this Agreement and membership in the Authority, on a vote of two-thirds of the Board Members. Such action shall have the effect of canceling the county’s participation in all programs of the Authority as of the date that all membership is canceled.

2) Cancel any county’s participation in any program of the Authority, without canceling the county’s membership in the Authority or participation in other programs, on a vote of two-thirds of the Board members.

b) The Board shall give 90 days advance written notice of the effective date of any cancellation under the foregoing provisions. upon such effective date, the county shall be treated the same as if it had voluntarily withdrawn from this Agreement, or any program, as the case may.

c) A member county that does not enter one or more of the Authority’s programs developed and implemented by the Authority within the member county’s first year as a member of the Authority shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in the Authority shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

a) If a county’s participation in any program of the Authority is canceled under Article 21, with or without cancellation is effective before the end of the policy year for that program, the Authority shall promptly determine and return to that county the amount of any unearned payments from the county for the fiscal year, such amount to be computed on a pro rata basis from the effective date of cancellation.

b) Except as provided in (a) above, a county which withdraws or is canceled form this agreement and membership in the Authority, or from any program of the Authority, shall not be entitled to the return of any payments to the Authority, or of any property contributed to the Authority. However, in the event of termination of this Agreement, such county may share in the distribution of assets of the Authority to the extent provided in Article 23 provide, however, that any withdrawn or canceled county which has been assessed a surcharge pursuant to Article 14 shall be entitled to return of said county’s unused surcharge, plus interest accrued thereon.
ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

a) This Agreement may be terminated only upon the affirmative vote of two-thirds of the members hereof and only upon the full and proper discharge of all of the legal obligations of the Authority. To initiate proceedings for the termination of the Agreement, any member County may submit a petition to the Board of Directors, as adopted by the Board of Supervisors of the member county, stating the reasons that the member county is requesting termination of the Authority (as opposed to the member county simply withdrawing form the Authority) and requesting that the question of termination be submitted for a formal vote to the Board of Supervisors of each member county. Within 30 days from the receipt of a petition from any member county, the Board of Directors shall meet to consider the matter and to issue its recommendation (if any) on the question of termination of this Agreement. Promptly thereafter the question of the termination of this Agreement shall be submitted to each member county with a request that the board of Supervisors of each member county vote to either retain or terminate this Agreement and to formally advise the Board of Directors of their vote within 30 days of the receipt of the request for their vote.

b) If there is the requisite vote (by two-thirds or more of the member counties) to terminate the Agreement (and to thereby dissolve the Authority), the board of Directors shall take all action that is reasonable and necessary to wind down the business of the Authority, including terminating all programs provided by the Authority at the earliest practical time. In no event shall any such program of the Authority be continued for longer than the remaining portion of the fiscal year.

c) Upon cessation of all programs provided by the Authority and the completion of all contractual or other legal commitments entered into by the Authority, the property and other assets (if any) of the Authority shall be disposed of as follows:

1) First, all real or personal property given, loaned, or otherwise provide to the Authority by a member county shall be returned to such county without further consideration.

2) Next, any remaining property or assets of the Authority shall be appraised and offered to a member county who may wish to acquire same for the appraised value. Any property not disposed of through the purchase by a member county shall be sold in accordance with the provisions of State law that govern the disposition of surplus property by a county.

3) Lastly, any remaining cash shall then be distributed to the member counties in proportion to the ratio of their total payments to the Authority for any purpose for the preceding five years.
ARTICLE 24
LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS AND EMPLOYEES

a) The members of the Board of Directors, all officers, employees, committee members, and legal advisors of the Authority shall not be liable for any error in the exercise of their judgment and/or discretion or for any action or omission of their part, if in the performance of their duties and function on behalf of the Authority they use ordinary care and diligence.

b) Pursuant to the provisions of the California Tort Claims Act (Government Code Section 810 et seq.), the Authority shall be required to indemnify, defend and hold harmless each and every director, officer and employee of the Authority (including but not limited to staff from any member county that performs any service or function or provides any advice to the Authority on Authority business), from all claims, demands and lawsuits that may be filed against any such person stemming from the activities of the person in the course and scope of their employment and/or service on behalf of the Authority.

ARTICLE 25
BYLAWS

The Board of Directors is hereby authorized to adopt, and form time to time amend, such bylaws as they deem appropriate to govern the transaction of the business of the Authority and the conduct of the officers and employees of the Authority.

ARTICLE 26
AMENDMENTS

This Agreement may only be amended, in writing, by the adoption of a Resolution by the board of Supervisors of each of the member counties. It shall take a majority consent of the boards of the member counties to effectuate any such amendment provided, however, that the provisions regarding the termination of this Agreement may not be amended unless two-thirds of the member counties vote to approve such amendment.
Certification by Executive Director: This Agreement as amended and dated July 1, 1995, reflects the actions of the Board of Directors in Resolutions 94-1, 94-2, 94-3 and the minutes of the Authority's January 25, 1995 meeting, re: Changing the name of the Authority.

Marcia L. Basque
Executive Director

DATED: 10-19-95

COUNTY OF: MARIPOSA

ATTEST:

Margie Williams
Clerk Of The Board Of Supervisors, MARGIE WILLIAMS
COUNTY OF: MARIPOSA

BY: Garry R. Parker
Chairperson Board Of Supervisors

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Appendix A
Joint Powers Agreement
of the
Regional Council of Rural Counties
Authority for Environmental Services
(amended July 1, 1995)

As of July 1, 1995, the member counties of the RCRC Authority for Environmental Services include:

Amador County  Modoc County
Del Norte County  Mono County
El Dorado County  Nevada County
Glenn County  Plumas County
Inyo County  Sierra County
Lake County  Siskiyou County
Lassen County  Tuolumne County
Mariposa County
MINUTES OF THE REGIONAL COUNCIL OF RURAL COUNTIES
ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY
BOARD OF DIRECTORS MEETING
Sutter Club - Governor’s Room
Wednesday, January 25, 1995  11:00a.m.

CALL TO ORDER AND CERTIFICATION OF QUORUM
Meeting was called to order by Chairman Bill Reid. A quorum was certified.

APPROVAL OF MINUTES
The minutes of the December 7, 1994 meeting were approved unanimously.

CIWMB LANDFILL CLOSURE BRANCH PRESENTATION
Scott Walker, Manager of the Landfill Closure and Mediation with CIWMB enforcement; enforcement of closed sites; AB 2136 program within the branch-he is Subtitle D contact person for the division. The direction is to be both pragmatic and work with counties to achieve compliance. He presented an overview of action within northern counties. Discussion of full funding issues. Discussion on landfill closure including post closure and remediation.

POTENTIAL NAME CHANGE
There was a motion to change the name of the Solid Waste JPA to Environmental Services JPA. Under discussion, the primary focus needs to continue to be Solid Waste. John Brooks stated that the name opens up more potential for grant applications. The motion was seconded, and approved unanimously to change the name of the JPA.

PRESENTATION-COMPOSTING OPPORTUNITIES 1995
A presentation was made by Billy J. Toups, Regional Marketing Director, and Mr. Ken Aiani, Director of Regulatory Affairs-Bedminster Corporation. Bedminster is a soils company not a garbage company, restores organics to soil, uses sewage sludge and solid garbage. Three goals: waste diversion, useful end product, marketing end product. Presentation materials available at RCRC office.

PRESENTATION-HOUSEHOLD HAZARDOUS WASTE MANAGEMENT OPTIONS
Presentation by Kirsten Liske, Hazardous Waste Coordinator, Burlington Environmental of Seattle, WA. She addressed National
Disaster status and household hazardous waste; household hazardous waste collection services: one day collection, mobile program and permanent facility. She mentioned El Dorado Fire Personnel pickup of hazardous waste.

LEGISLATIVE UPDATE-LES COHEN
At the last meeting there was a consensus to sponsor two bills. Assemblyman Dan Hauser has agreed to author the bill suggested by Kevin Hendrick of Del Norte County with one major change. This bill addresses responsibilities of a state agency operating within a county- the agency “for the purposes of the Integrated Waste Management Act” must conform to the local government’s rules and regulations with regards to solid waste. In order to get the bill released by Legislative Counsel the rural limitation on population had to be removed. The second bill, Assemblyman Byron Sher will probably author, seeks to clarify penalty liabilities of Regional Agencies.

The governor’s message theme is that this is the year for regulatory streamlining, and of fast track permitting processes. The Governor’s message was very positive in this regard.
There is an influential Local Government Technical Advisory Committee created by the Integrated Waste Management Board. Recent change in the law provides that a rural representative be appointed. RCRC recommended to Senator Leslie that Plumas County Supervisor Robert Meacher and Jon Morgan, as an alternate, be appointed.
Another task force of the Integrated Waste Management Board is developing a tiered permitting process to ensure balance to representation. We would like a nomination from RCRC for a rural representative to join this committee.
Motion made to nominate Jon Morgan, seconded and approved.

Ed Heidig is up for Senate Confirmation of his re-appointment to the Integrated Waste Management Board, and Les Cohen recommended that RCRC send a letter in support. Motion, seconded, and approved.

Discussion on Counties as a “political subdivision” of State: mandate relief.
Discussion on the bill that calls for a cost benefit analysis on AB939.
AB59 - significant piece of legislation which would gives LEA’s and the Integrated Waste Management Board far-reaching authority including the open end right to impose penalties and fines. AB59 is similar to legislation viewed by the Governor last session. Kevin Hendrick was asked to review technically, work with Les and present findings at the next meeting.
Les will send copies of the bill to the TAC Member Counties for review and comment.

UPDATE-JOHN BROOKS CIWMB
Disaster Topic: regional reimbursement of landfill fees for disaster victims. John Brooks will have to check with FEMA, he is not sure yet. Keep good records on
Disaster related tonnages both disposed and diverted for two reasons: filing for reimbursement, and also to allow back tonnages later.

Permit relief: Permit Relief communities, 1995 initiative for CAL EPA to establish pilot - local convenience to be streamlined combined with credible enforcement. Jon Morgan will interact with the board and in the tiered permit process through the committee. He stressed importance to stay involved.

Government Conference on the Environment February 22-24, John Brooks has Conference tickets, it is possible he can arrange complimentary tickets.

New Waste Tire Hauler Program, legal tire disposal: begins Jan 1, anyone hauling more than five tires must obtain a $10,000 Operating Bond and register as a Waste Tire Hauler. Discussion on landfill accepting more than 4 tires, burden of enforcement is on the landfill. This is to be re-agendized for next meeting. TAC to take a look at this. These regulations have not been seen by most Counties.

Introduction to the concept of Cooperative Marketing - jointly processing collection materials. A marketing feasibility study and a local task force of a supervisory person and staff person will be established.

**EMERGENCY ITEM-JPA to contract with Integrated Recycling-Inc.**
The Authority finds that the need to take action pursuant to 54954.2(b) of the Brown Act arose subsequent to the agenda being posted as specified in subdivision A of 54954.2 motion made, seconded approved unanimously to consider this. The item is the authorization for the JPA to contract for Solid Waste work in Inyo County. Chuck Hamilton presented the following: Inyo County has been meeting with the Waste Management Board, LEA, and the Regional Water Quality Control Board on compliance issues, including a Compliance Schedule and Implementation Plan for miscellaneous landfills in Inyo County. One of the original purposes of the JPA being established was to help rural counties to provide solid waste services in a low cost efficient way. Inyo is proposing the County enter into a contract with JPA and JPA to enter into contract with contractors to solve the emergency landfill problem. This will be a test case for this process. They would like authorization for Marcia Basque to execute the contract on behalf of the Authority. Discussion: that this reduces the cost to the county, saves time and money and that this is one of the reasons that the JPA was formed.
The firms initially involved were to provide services for 10% discount. Discussion: question on liability (no liability to JPA), members that have not seen original contract would like to do so, Tom Starling stated his legal counsel has no problems with it.
Motion made, seconded and unanimously approved for Marcia to enter into the contract with IRI and Vector.

REPORT ON ACTIONS AND RECOMMENDATION OF TAC MEETING
Jon Morgan stated that there is no report. Recommendation to the full board for the application $300,000 competitive grant-working with John Brooks to make sure we don’t have conflicting interest within member counties. Motion made, seconded and unanimously approved to authorize Jon is to submit the application for the oil opportunity grant contingent on confirmation that it will not conflict with individual applications.

PUBLIC COMMENT
No comments from the public.

Kevin Hendrick-suggested the following to make meetings more productive: If someone misses meeting, send copies of what happened. Minutes to be distributed prior to the next meeting.
Marcia stated normal procedure is to mail packets out. Preliminary agenda is sent in advance of meeting.

ADJOURNMENT
Meeting was adjourned at 3:30p.m.

Respectfully submitted,

Valerie Justice
Executive Secretary