

BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING JOINT POWERS) RESOLUTION NO. 98-437
AGREEMENT FORMING THE AMADOR COUNTY)
INTEGRATED SOLID WASTE MANAGEMENT AGENCY)

WHEREAS, there is need for a Joint Powers Authority for purposes of forming a regional agency whose sole purpose is reporting progress toward solid waste diversion goals mandated in the Integrated Waste management Act of 1989; and

WHEREAS, an agreement document has been prepared and approved by four (4) of the cities in the County (a copy of which is attached hereto).

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Amador, State of California, approves the agreement, on behalf of Amador County, for formation of the Amador County Integrated Solid Waste Management Agency for the sole purpose of reporting Amador County's progress toward attainment of the mandates in the above mentioned legislation; and

BE IT FURTHER RESOLVED that the Chairman of said Board be and hereby is authorized to sign and execute, on behalf of said Board, all the necessary agreements and amendments thereto for the purpose of implementing and carrying out the purposes specified in the JPA agreement.

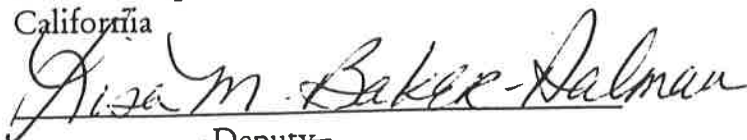
The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 10th day of November, 1998, by the following vote:

AYES: Richard P. Vinson, Louis D. Boitano, Edward T. Bamert, Mario Biagi and Rich F. Escamilla
NOES: None
ABSENT: None



Chairman, Board of Supervisors

ATTEST:

LISA M. BAKER-DALMAU, Clerk of the
Board of Supervisors, Amador County,
California


~~Deputy~~

THE FOREGOING INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

ATTEST: DEC 29 1998

LISA M. BAKER-DALMAU, Clerk of the
Board of Supervisors, Amador County,
California

JOINT POWERS AGREEMENT FORMING AMADOR COUNTY INTEGRATED SOLID
WASTE MANAGEMENT AGENCY

This Agreement is made and executed in duplicate by the County of Amador, a political subdivision of the State of California (“County” hereinafter), and the Cities of Ione, Sutter Creek, Jackson, Amador City and Plymouth, municipalities formed under the laws of the State of California (“Cities” hereinafter)(collectively “Member Entities” hereinafter), joining together as a Joint Powers Agency to exercise the powers common to all Member Entities to reduce the amount of solid waste emanating from the member entities which solid waste is disposed of in permitted disposal facilities.

RECITALS

WHEREAS, County owns and operates the Buena Vista Landfill in Amador County (“Landfill” hereinafter);

WHEREAS, the integrated waste management programs and actions of County and Cities are regulated by the California Integrated Waste Management Board (“CIWMB” hereinafter); and

WHEREAS, Cities and County are each responsible to CIWMB as individual jurisdictions for mandates and restrictions applied to the generation and disposal of solid waste; and

WHEREAS, the Integrated Waste Management Act of 1989 and regulations promulgated thereunder (collectively “the Act” hereinafter) provide for the recognition of Amador County as a rural Regional Agency due to the County’s low population density (less than 250,000 people), and the small quantity of waste generated and disposed of within all five Member Entities combined; and

WHEREAS, jurisdictions within a Regional Agency may act jointly, and it is the intent of the Member Entities to allow the Regional Agency to act on behalf of the members.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. The Member Entities hereby form the Regional Agency jurisdiction known as the Amador County Solid Waste Management Regional Agency (“Regional Agency” hereinafter). The Member Entities of the Regional Agency are the County of Amador, City of Ione, City of Sutter Creek, City of Jackson, City of Amador City, and City of Plymouth.

2. The coordinating Agency for Regional Agency actions shall be the County of Amador, Department of Waste Management, 108 Court Street, Jackson, CA 95642.

3. The highest priority for action by the Regional Agency as stated in the Act is to reduce the amount of solid waste disposed of in permitted disposal facilities below in the amount necessary to afford Compliance with the mandates in the Integrated Waste Management Act of 1989.

4. (a) Each member agency of the Regional Agency has approved the preparation of a multijurisdictional Source Reduction and Recycling Element ("SRRE" hereinafter), a Household Hazardous Waste Element ("HHWE" hereinafter), a Non-Disposal Facility Element ("NDFE" hereinafter), a siting Element ("SE" hereinafter), and a Summary Plan ("SP" hereinafter). The elements, as a whole, become the Amador County Regional Agency Integrated Waste Management Plan.

(b). These programs, carried out as planned and combined into the single Regional Agency reporting document, will meet the Regional Agency requirements mandated in Division 30, Part 2, Chapter 6, Article 1 (commencing with Section 41780) of the Public Resources Code. The Regional Agency shall make application to the State for the reduction of diversion requirements of Public Resources code Section 41780 pursuant to Public Resources code Section 41787.1.

(c) The Regional Agency may make application for a reduction in the diversion requirements of Public Resources Code section 41780 pursuant to Public Resources Code section 41787.1.

(d). It shall be the responsibility of the Coordinating Agency to compile information on waste disposal from the permitted disposal facilities and major recycling centers for required reports and to promote operations which recover material from the waste stream for diversion into the recycling market. The Coordinating Agency shall compile all necessary information for quarterly and annual reporting requirements and submit same as a single Regional Agency.

5. The total tonnage of waste diverted before disposal and total tonnage of waste disposed of in permitted facilities for all member jurisdictions shall be determined as though the jurisdictions were one entity, that of the Regional Agency.

6. If a member agency fails to meet the requirements imposed by the Act and if that failure results in the imposition of civil or criminal penalties, fines, forfeitures or expenditures of any nature upon the Regional Agency, the Regional Agency will determine which member agency is at fault and that Member Entity shall pay any civil or criminal penalty, fine, forfeiture, or expenditure of any nature to the extent that such Member Entity's action caused the violation resulting in the imposition of such civil or criminal penalty, fine, forfeiture, or expenditure of any kind. If the CIWMB determines that the Regional Agency as a whole, or all of the member agencies is/are at fault, each member agency shall be apportioned a share of such civil or criminal penalty, fine, forfeiture, or expenditure of any kind, in direct proportion to its share of responsibility.

7. The parties agree that County, as owner and operator of the Buena Vista Landfill will compile waste generation and diversion statistics annually. The landfill shall provide the information about waste disposal and diversion to County within fifteen (15) days after close of each calendar year quarter.

8. This agreement shall commence on the date this agreement is signed by all Member Entities and will continue in full force until terminated by a majority of Member Entities.

9. Any Member Entity may withdraw from this agreement, with or without cause, at any time upon giving sixty (60) days advance written notice to the Regional Agency and to all other Member Entities. Such notice shall set forth the effective date of the withdrawal.

10. In the event any Member Entity withdraws from the Agreement, that party shall resume its status as an independent jurisdiction for the purposes covered by this agreement and shall assume full responsibility for mandates and restrictions imposed by the Act. The Member Entity which remain subject to the Agreement will continue to operate as a Regional Agency under the terms and conditions stated herein.

The multijurisdictional SRRE, HHWE, NDFE, SE and SP are incorporated by reference into this agreement to comprise the entire Regional Agency Integrated Waste Management Plan ("RAIWMP" hereinafter). In the event the Regional Agency is dissolved or one (1) or more Member Entitys withdraws, programs detailed for the Member Entity or Member Entities within the RAIWMP shall be complied with by the withdrawing Member Entity or Member Entities. A jurisdiction standing alone is responsible for meeting all of the requirements of Division 30, Part 2, Chapter 6, Article 1 (commencing with Section 41780) of the Public Resources code. This includes independently meeting all disposal, diversion and reporting requirements of Article 1.

11. The member agencies do not anticipate that the Regional Agency will receive or disburse any funds at the present time. Prior to the receipt or disbursement of any funds by the Regional Agency, this agreement will be modified to provide for strict accountability of all funds and report of all receipts and disbursements, pursuant to Government Code Section 6505.

12. The member agencies do not anticipate the acquisition of any property by the Regional Agency.

13. The Regional Agency shall be administered by a governing board which shall initially consist of seven directors. One director shall be appointed by the City Council of Amador City from its council, one director shall be appointed by the City Council of the City of Jackson from its council, one director shall be appointed by the City Council of the City of Ione from its council, one director shall be appointed by the City Council of the City of Plymouth from its council,, one director shall be appointed by the City Council of the City of Sutter Creek from its council, two directors shall be appointed by the Board of Supervisors of Amador County from its board. All voting power of the Regional Agency shall reside in the Governing Board.

14. This agreement constitutes the entire agreement between the parties and no representations, warranties, conditions, understandings or agreement of any kind shall be binding on any party unless incorporated herein. This agreement supersedes all prior agreements between the parties establishing an integrated waste management regional agency. This agreement shall not be modified or altered except by written agreement by the parties hereto.

AMADOR COUNTY INTEGRATED SOLID WASTE MANAGEMENT
COOPERATIVE AGREEMENT

This Integrated Solid Waste Management Cooperative Agreement is made and executed in duplicate by the County of Amador, a political subdivision of the State of California (County) and:

COUNTY

COUNTY OF AMADOR

Date: 11/10/98

By: [Signature]
Chairman, Board of Supervisors

ATTEST: [Signature]
CLERK, Board of Supervisors

APPROVED AS TO FORM:

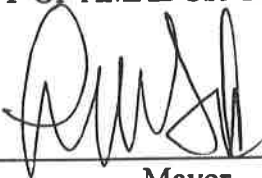
By: [Signature]
Deputy

[Signature]
for JOHN HAHN
County Counsel

AMADOR COUNTY INTEGRATED SOLID WASTE MANAGEMENT
COOPERATIVE AGREEMENT

This Integrated Solid Waste Management Cooperative Agreement is made and executed in duplicate by the County of Amador, a political subdivision of the State of California (County) and:

CITY OF AMADOR CITY

By 
Mayor


Date 22 Dec 98

CITY OF JACKSON

By 
Mayor


Date 22 Dec. 1998

CITY OF PLYMOUTH

By 
Mayor

Date 12/23/98

CITY OF IONE

By 
Mayor
CITY ADMINISTRATOR

Date 12-29-98

CITY OF SUTTER CREEK

By 
Mayor

Date 12/23/98

Resolution No. 99-07

**A Resolution Of The City Council Of The City Of Jackson
Approving an Addendum to an Agreement for Formation of the
Amador County Integrated Waste Management Agency**

WHEREAS, the City of Jackson has previously approved an agreement forming the Amador County Integrated Waste Management Agency; and


WHEREAS, the California Integrated Waste Management Board has requested certain revision to the document before approval will be given:

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby approves the attached addendum to the agreement forming the Amador County Integrated Waste Management Agency.

The foregoing resolution was duly passed and adopted by the City Council of the City of Jackson at a regular meeting on the 8th day of February, 1999 by the following vote:

AYES:	Lewis, Nunes, Sweet, Carleton
NOES:	None
ABSENT:	Pietronave
ABSTAIN:	None

CITY OF JACKSON



Warren A. Carleton, Mayor

ATTEST:

C. Schmidt
Christa Schmidt, City Clerk

January 25, 1999

ADDENDUM

to the agreement creating the

Amador County Integrated Waste Management Agency

Page 1...Paragraph #5 amended to state:

"WHEREAS, the Integrated Waste management Act of 1989 and regulations promulgated thereunder (collectively "the Act" hereinafter), provide for the recognition of Amador County as a Regional Agency as defined in the Act: and"

Page 2, Section 4(b), last sentence amended to state:

"each member agency shall be responsible for implementing the programs as described in the multi-jurisdictional documents listed above. In addition, the Regional Agency may make application to the State for a deduction in the diversion requirements listed in Public Resources Code Section 41780 pursuant to Public Resources Code Section 41787.1".

Page 2, Section 4(c) is omitted.

Page 2, Section 6, last sentence amended to State:

If the Regional Agency, as a whole, or all of the member agencies is/are at fault, each member agency shall be apportioned a share of such civil or criminal penalty, fine, forfeiture, or expenditure of any kind, in direct proportion to it's share of responsibility. In the event that individual responsibility of each member agency cannot be determined, any penalties shall be apportioned on a pro-rata basis based on population.

Page 3, Section 13, amended with the addition of:

A simple majority of delegates present at a meeting will decide the outcome of issues voted upon. A majority vote during a meeting at which a quorum has been declared is necessary to revise elements of approved countywide waste diversion plans.