



## **CITY OF ATASCADERO CITY COUNCIL AMENDED AGENDA**

**In accordance with City Council Resolution No. 2021-069 and the requirements of AB 361, the City Council Meeting will not be physically open to the public and City Council Members will be teleconferencing into the meeting.**

### **HOW TO OBSERVE THE MEETING:**

To maximize public safety while still maintaining transparency and public access, the meeting will be live-streamed on SLO-SPAN.org, on Spectrum cable Channel 20 in Atascadero, and on KPRL Radio 1230AM and 99.3FM. The video recording of the meeting will repeat daily on Channel 20 at 1:00 am, 9:00 am, and 6:00 pm and will be available through the City's website or by visiting [https://us02web.zoom.us/webinar/register/WN\\_ZwJ7a031S3KXauEym9ehaA](https://us02web.zoom.us/webinar/register/WN_ZwJ7a031S3KXauEym9ehaA).

### **HOW TO SUBMIT PUBLIC COMMENT:**

Members of the public are highly encouraged to participate in live public comment through the Zoom platform using the link above or by calling **805-538-2888** to listen and provide public comment via phone.

If you wish to comment but not via a live platform, please email public comments to [cityclerk@atascadero.org](mailto:cityclerk@atascadero.org) by 12:00 pm on the day of the meeting. Such email **comments must identify the Agenda Item Number in the subject line of the email**. The comments will be forwarded to the City Council and made a part of the administrative record. If a comment is received after the deadline for submission but before the close of the meeting, the comment will still be included as a part of the administrative record of the meeting but will be forwarded to the City Council the next business day. ***Please note, email comments will not be read into the record.***

### **AMERICAN DISABILITY ACT ACCOMMODATIONS:**

Any member of the public who needs accommodations should contact the City Clerk's Office at [cityclerk@atascadero.org](mailto:cityclerk@atascadero.org) or by calling 805-470-3400 at least 48 hours prior to the meeting or time when services are needed. The City will use their best efforts to provide reasonable accommodations to afford as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests.

City Council agendas and minutes may be viewed on the City's website: [www.atascadero.org](http://www.atascadero.org).

Copies of the staff reports or other documentation relating to each item of business referred to on the Agenda are on file in the office of the City Clerk and are available for public inspection on our website, [www.atascadero.org](http://www.atascadero.org). Contracts, Resolutions and Ordinances will be allocated a number once they are approved by the City Council. The Minutes of this meeting will reflect these numbers. All documents submitted by the public during Council meetings that are either read into the record or referred to in their statement will be noted in the Minutes and available for review by contacting the City Clerk's office. All documents will be available for public inspection by appointment during City Hall business hours.



# **CITY OF ATASCADERO CITY COUNCIL**

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## **AMENDED AGENDA**

**Tuesday, November 9, 2021**

**City Hall Council Chambers, 4th floor  
6500 Palma Avenue, Atascadero, California**

<b><u>City Council Closed Session:</u></b>	<b>5:30 P.M.</b>
<b><u>City Council Regular Session:</u></b>	<b>6:00 P.M.</b>

**COUNCIL CLOSED SESSION: 5:30 P.M.**

- 1. ROLL CALL**
- 2. CLOSED SESSION -- PUBLIC COMMENT**
- 3. COUNCIL LEAVES TO BEGIN CLOSED SESSION**
- 4. CLOSED SESSION -- CALL TO ORDER**
  - a. Conference with Legal Counsel - Existing Litigation**  
Government Code Section 54956.9 (d) (1)  
Name of Case: MDL 2804 Opiate Litigation in Northern District of Ohio  
(Judge Aaron Polster)
  - b. Conference with Real Property Negotiators** (Govt. Code 54956.8)  
Real Property: 9510 Calle Milano, Atascadero, CA 93422  
Agency Negotiator: Rachelle Rickard, City Manager  
Negotiating Parties: Curtis J. Coleman and Julie A. Coleman  
Subject of Negotiations: Price and terms of payment.
- 5. CLOSED SESSION – ADJOURNMENT**
- 6. COUNCIL RETURNS**

## **7. CLOSED SESSION – REPORT (IF ANY)**

Announcement(s) of any reportable action(s) taken in Closed Session that occur(s) after the adjournment of Regular Session will be made at the beginning of the next Regular City Council meeting as Closed Session is not recorded or videotaped.

## **REGULAR SESSION – CALL TO ORDER: 6:00 P.M.**

**PLEDGE OF ALLEGIANCE:** Mayor Moreno

**ROLL CALL:** Mayor Moreno  
Mayor Pro Tem Newsom  
Council Member Bourbeau  
Council Member Dariz  
Council Member Funk

**APPROVAL OF AGENDA:** Roll Call

Recommendation: Council:

1. Approve this agenda; and
2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

**PRESENTATIONS: None.**

**A. CONSENT CALENDAR:** (All items on the consent calendar are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the Consent Calendar and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken.)

### **1. City Council Draft Action Minutes – October 26, 2021**

- Recommendation: Council approve the October 26, 2021 Draft City Council Regular Meeting Minutes. [City Clerk]

### **2. Unclaimed Funds**

- Fiscal Impact: This action will result in recognition of General Fund revenue in the amount of \$2,825.02.
- Recommendation: Council transfer unclaimed Special Funds to General Fund. [Administrative Services]

**UPDATES FROM THE CITY MANAGER:** (The City Manager will give an oral report on any current issues of concern to the City Council.)

**COMMUNITY FORUM:** (This portion of the meeting is reserved for persons wanting to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Speakers are limited to three minutes. Please state your name for the record before making your presentation. Comments made during Community Forum will not be a subject of discussion. A maximum of 30 minutes will be allowed for Community Forum, unless changed by the Council. Any members of the public who have questions or need information may contact the City Clerk's Office, between the hours of 8:30 a.m. and 5:00 p.m. at (805) 470-3400, or [cityclerk@atascadero.org](mailto:cityclerk@atascadero.org).)

**B. PUBLIC HEARINGS: None.**

**C. MANAGEMENT REPORTS:**

**1. Integrated Waste Management Authority Resolution to Remain a Member Agency, Amendments to the Joint Powers Agreement & Memorandum of Understanding**

- Fiscal Impact: IWMA-related fees are a cost to solid waste customers that are typically reflected in the rates paid at the landfill and for garbage collection.
- Recommendations: Council:
  1. Adopt Draft Resolution to remain a member agency of the San Luis Obispo County Integrated Waste Management Authority provided certain conditions are satisfied.
  2. Adopt Draft Resolution authorizing execution of the San Luis Obispo Integrated Waste Management Authority Joint Powers Agreement Amendment #2 and the related Memorandum of Agreement Amendment #1. [City Manager]

**2. Updated Atascadero Chamber of Commerce Contract**

- Fiscal Impact: \$120,000 annually in budgeted funds.
- Recommendation: Council authorize the City Manager to execute a new contract with the Atascadero Chamber of Commerce. [City Manager]

**D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS:** (On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. The following represent standing committees. Informative status reports will be given, as felt necessary):

Mayor Moreno

1. City Selection Committee
2. County Mayors Round Table
3. Regional Economic Action Coalition (REACH)
4. SLO Council of Governments (SLOCOG)
5. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Newsom

1. City / Schools Committee
2. Design Review Committee
3. League of California Cities – Council Liaison
4. Visit SLO CAL Advisory Committee

Council Member Bourbeau

1. City of Atascadero Finance Committee
2. City / Schools Committee
3. Integrated Waste Management Authority (IWMA)
4. SLO County Water Resources Advisory Committee (WRAC)

Council Member Dariz

1. Air Pollution Control District
2. California Joint Powers Insurance Authority (CJPIA) Board
3. City of Atascadero Finance Committee

Council Member Funk

1. Atascadero Basin Ground Water Sustainability Agency (GSA)
2. Design Review Committee
3. Homeless Services Oversight Council

**E. INDIVIDUAL DETERMINATION AND / OR ACTION:** (Council Members may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda. The Council may take action on items listed on the Agenda.)

1. City Council
2. City Clerk
3. City Treasurer
4. City Attorney
5. City Manager

**ADJOURN**

**Please note:** Should anyone challenge any proposed development entitlement listed on this Agenda in court, that person may be limited to raising those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing. Correspondence submitted at this public hearing will be distributed to the Council and available for review in the City Clerk's office.



# CITY OF ATASCADERO CITY COUNCIL

## DRAFT MINUTES

Tuesday, October 26, 2021

City Hall Council Chambers, 4th floor  
6500 Palma Avenue, Atascadero, California

City Council Closed Session: 5:00 P.M.

City Council Regular Session: 6:00 P.M.

### COUNCIL CLOSED SESSION: 5:00 P.M.

Mayor Moreno called Closed Session to order at 5:00 p.m.

#### 1. ROLL CALL

Present: **By Teleconference** - Council Members Bourbeau, Dariz and Funk, Mayor Pro Tem Newsom, and Mayor Moreno

Absent: None

Others Present: None

Staff Present: **By Teleconference** – City Manager Rachelle Rickard, Administrative Services Director Jeri Rangel, City Attorney Brian Pierik, Deputy City Clerk Amanda Muther, and IT Manager Luke Knight

#### 2. CLOSED SESSION -- PUBLIC COMMENT

The following citizens spoke by telephone or through the webinar on this item: Chadwick Corcoran

***Mayor Moreno closed the Public Comment period.***

#### 3. COUNCIL LEAVES TO BEGIN CLOSED SESSION

Deputy City Clerk Muther and IT Manager Knight did not attend this portion of the meeting.

**4. CLOSED SESSION -- CALL TO ORDER****a. Conference with Real Property Negotiators** (Govt. Code 54956.8)Real Property: 9510 Calle Milano, Atascadero, CA 93422Agency Negotiator: Rachelle Rickard, City ManagerNegotiating Parties: Curtis J. Coleman and Julie A. ColemanSubject of Negotiations: Price and terms of payment.**5. CLOSED SESSION – ADJOURNMENT****6. COUNCIL RETURNS****7. CLOSED SESSION – REPORT (IF ANY)**

City Attorney Pierik reported that there was no reportable action from Closed Session.

**REGULAR SESSION – CALL TO ORDER: 6:00 P.M.**

Mayor Moreno called the meeting to order at 6:02 p.m. and Mayor Pro Tem Newsom led the Pledge of Allegiance.

**ROLL CALL:**

Present: **By Teleconference** - Council Members Bourbeau, Dariz and Funk, Mayor Pro Tem Newsom, and Mayor Moreno

Absent: None

Others Present: None

Staff Present: **By Teleconference** – City Manager Rachelle Rickard, Administrative Services Director Jeri Rangel, Community Development Director Phil Dunsmore, Fire Chief Casey Bryson, Public Works Director Nick DeBar, Police Chief Robert Masterson, City Attorney Brian Pierik, Deputy City Manager/City Clerk Lara Christensen, Deputy Community Development Director Loreli Cappel and IT Manager Luke Knight

**APPROVAL OF AGENDA:**

**MOTION:** By Council Member Funk and seconded by Mayor Pro Tem Newsom to:

1. Approve this agenda; and,
2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

***Motion passed 5:0 by a roll-call vote.***

**PRESENTATIONS: None.**

**A. CONSENT CALENDAR:**

**1. City Council Draft Action Minutes – October 12, 2021**

- Recommendation: Council approve the October 12, 2021 Draft City Council Regular Meeting Minutes. [City Clerk]

**2. September 2021 Accounts Payable and Payroll**

- Fiscal Impact: \$4,201,762.16
- Recommendation: Council approve certified City accounts payable, payroll and payroll vendor checks for September 2021. [Administrative Services]

**3. El Camino Real Downtown Infrastructure Enhancement Project Design Award**

- Fiscal Impact: Award of this contract will result in the expenditure of approximately \$710,000 of Atascadero Downtown Infrastructure State Budget Allocation funds.
- Recommendations: Council:
  1. Award a contract to Wallace Group for \$598,811 to provide design engineering and construction document preparation for the El Camino Real Downtown Infrastructure Enhancement Project (Project No. C2017T01).
  2. Authorize the Director of Administrative Services to allocate \$3,000,000 in City of Atascadero Downtown Infrastructure State Budget Allocation Funds to the El Camino Real Downtown Infrastructure Enhancement Project. [Public Works]

**4. Atascadero Lake Park Improvements for Proposition 68 Parks and Recreation Grant Per Capita Program Funds**

- Fiscal Impact: The City of Atascadero is eligible to receive \$177,952 through the Per Capita Program. The Program requires a 20% local match (\$35,590) bringing the total budget amount of the project to \$213,524.
- Recommendation: Council direct staff to apply for per capita funding through the California Department of Parks and Recreation - Proposition 68 California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Per Capita Program for Lake Park Improvements. [Public Works]

**5. Virtual Meetings – AB 361 Requirements**

- Fiscal Impact: None.
- Recommendation: Council adopt Draft Resolution making findings consistent with the requirements of AB 361 to continue to allow for the conduct of virtual meetings. [City Manager]

Council Member Funk thanked Senator Laird for his efforts in securing funding for the El Camino Real Downtown Infrastructure Enhancement Project.

**MOTION: By Council Member Funk and seconded by Council Member Bourbeau to approve the Consent Calendar. (#A-3: Contract No. 2021-032) (#A-5: Resolution No. 2021-069)**  
***Motion passed 5:0 by a roll-call vote.***



**UPDATES FROM THE CITY MANAGER:**

City Manager Rachelle Rickard gave an update on projects and issues within the City.

**COMMUNITY FORUM:**

The following citizens spoke by telephone or through the webinar on this item: Maggie Payne

***Mayor Moreno closed the COMMUNITY FORUM period.***

**B. PUBLIC HEARINGS: None.****C. MANAGEMENT REPORTS:****1. Affordable Housing Impact Fee Nexus Studies Update**

- Fiscal Impact: Project costs are covered by grant funding received through Senate Bill 2 (SB 2).
- Recommendation: Council review and comment on the nexus study provided by EPS consultants for a potential affordable housing fee program as part of an affordable housing strategy. [Community Development]

Community Development Director Dunsmore briefed the City Council on the staff report and turned the presentation over to the consultant.

Representatives from EPC gave a presentation to the City Council and answered questions from the Council.

**PUBLIC COMMENT:**

The following citizens spoke by telephone or through the webinar on this item: Max Zappas and Ken Trigueiro

***Mayor Moreno closed the Public Comment period.***

**The Council reviewed and provided comment on the  
Affordable Housing Impact Fee Nexus Study**

***Mayor Moreno recessed the meeting at 8:00 p.m.***

***Mayor Moreno reconvened the meeting at 8:10 p.m. with all present.***

**2. Emergency Evacuation Traffic Planning Study**

- Fiscal Impact: The study has no direct costs beyond previously approved consultant costs.
- Recommendation: Council receive and file the Emergency Evacuation Traffic Planning Study. [Fire Department]

Fire Chief Bryson briefed the City Council on the staff report and turned the presentation over to the consultant.

Steve Weinberger, Principal at W-Trans, gave a presentation to the City Council and answered questions from the Council.

**The Council received and filed the  
Emergency Evacuation Traffic Planning Study.**

**D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS:**

The following Council Members made brief announcements and gave brief update reports on their committees since their last Council meeting:

Mayor Moreno

1. County Mayors Round Table

Council Member Bourbeau

1. Integrated Waste Management Authority (IWMA)

Council Member Funk

1. Atascadero Basin Ground Water Sustainability Agency (GSA)
2. Homeless Services Oversight Council

**E. INDIVIDUAL DETERMINATION AND / OR ACTION: None.**

**F. ADJOURN**

Mayor Moreno adjourned the meeting at 9:22 p.m.

**MINUTES PREPARED BY:**

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Lara K. Christensen  
City Clerk

**APPROVED:**



# ***Atascadero City Council***

## ***Staff Report – Administrative Services Department***

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### **Unclaimed Funds**

#### **RECOMMENDATION:**

Council transfer unclaimed Special Funds to General Fund.

#### **DISCUSSION:**

The City's Unclaimed Money/Outstanding Checks Policy (Attachment 1) establishes proper accounting for unclaimed money in a manner which follows Government Code Sections 50050 through 50056. Unclaimed Funds consist of money which is not the property of the City, but remains in the City Treasure or in the official custody of City officers for three or more years without a claim being filed by legal owner(s). Common sources include accounts payable, payroll, vendor payments, customer refunds, deposits, and Police evidence/property.

Per the City's Policy, the list of unclaimed items was published in the local newspaper two successive weeks, August 26, 2021, and September 2, 2021. Each item on the list included the 1) individual or business name as shown on the issued check/item, 2) the amount of the issued check/item, 3) the check/reference number, and 4) the fund in which the check/item is held. The notice also included a statement announcing that the money shall become the property of the City on the date that is forty-five days after the publication of the notice. Since the 45-day timeframe ended on a Sunday, the deadline to claim funds was set as close of business on the next business day, October 18, 2021.

When the unclaimed funds become the property of the City of Atascadero and are in a Special Fund, the City Council may transfer them to the General Fund. A total of \$679.33 of the unclaimed funds, now property of the City of Atascadero, were held in Special Funds. Another \$2,145.69 in unclaimed funds couldn't be traced back to a particular fund and are thus, of unknown fund source (items were from the prior accounting system and certain information was not retrievable.) The breakdown of Special Funds is as follows:

Gas Tax Fund: \$306.01  
Wastewater Fund: \$258.32  
Transit Fund: \$115.00  
Unknown: \$2,145.69  
*Total funds to transfer: \$2,825.02*

Staff recommends Council transfer the unclaimed funds in Special Funds to the General Fund.

**FISCAL IMPACT:**

This action will result in recognition of General Fund revenue in the amount of \$2,825.02.

**ATTACHMENT:**

City of Atascadero Unclaimed Money/Outstanding Checks Policy



## City of Atascadero

### Unclaimed Money/Outstanding Checks Policy

This policy of the City of Atascadero is established to properly account for unclaimed money in a manner which follows Government Code Sections 50050 through 50056. In the event of any conflict between the provision of the Government Code and the provisions of this Policy, the provisions of the Government Code shall prevail.

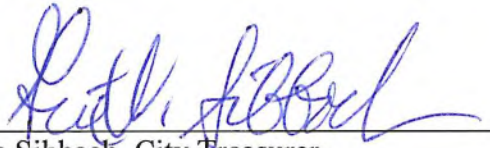
- A. Money that is not the property of the City of Atascadero that remains unclaimed for at least three (3) years shall become the property of the City of Atascadero forty-five (45) days after publication of the notice described in Paragraph D below. However, any individual items of less than \$15.00, or any amounts in which the depositor's name is unknown, will become the property of the City of Atascadero after being unclaimed for a period of at least twelve (12) months, or upon an order of the court, without the necessity of publication of the Paragraph D notice.
- B. Unclaimed Money consists of money which is not the property of the City, but remains in the City Treasury or in the official custody of City officers for three (3) or more years without a claim being filed by the legal owner(s). Common sources include accounts payable, payroll, vendor payments, customer refunds and deposits.
- C. Annually, a register of Unclaimed Checks will be generated or updated and reviewed. Eligible items will voided and reissued when possible. Items older than 6 months will be voided in the financial software system and moved to an Unclaimed Checks liability account.
- D. At any time following the expiration of the three (3) year period described in Paragraph A above, the City Treasurer may cause a notice to be published once a week, for two successive weeks, in a newspaper of general circulation published in the City of Atascadero, and on its website.
- E. The notice shall include the following information:
  - a. The individual or business name as shown on the issued check
  - b. The amount of the issued check
  - c. The check number

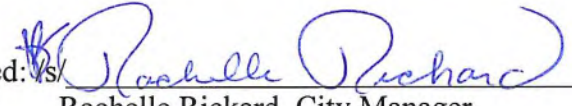
- d. The fund in which the check is held
  - e. A statement announcing that the money shall become the property of the City of Atascadero on the date that is forty-five (45) days after the publication of the notice, as referenced in Paragraphs A and D of this Policy.
- F. An individual or business may file a claim at any time until the date on which the money becomes the property of the City as provided in Paragraph A of this Policy. Claimants will be required to complete an Unclaimed Money Request Form, and supply supporting documentation to establish the claim. Examples of claims and the types of supporting documentation that may be required include:
1. *Individual Claimant* – Claims initiated by the owner or the parent/custodian of the owner of the property.
    - Completed and signed Unclaimed Money Request Form.
    - Copy of any official form used for identification, such as a driver's license, military identification card, or passport.
    - Proof of reported address associated with the unclaimed check. The following documents are acceptable: pay stub, tax return, mortgage, telephone or utility bill, bank or credit card statement.
    - If the claim is initiated by the parent/custodian of the claimant, proof of that relationship.
  2. *Business Claimant* – The claim must be made by an authorized officer or official claiming on behalf of the business or corporation, partnership, professional association, non-profit organization, government entity, or private organization.
    - Completed and signed Unclaimed Money Request Form.
    - Copy of official identification for each officer or official, such as a driver's license.
    - Federal tax identification number.
    - Business card of the authorized officer or official.
    - Proof of the business' reported address associated with the unclaimed check, such as tax return documents, a mortgage, rent, telephone, or utility bill, or a bank statement.
    - If a company or business has dissolved or changed names additional information may be requested.
  3. *Heir or Trustee of Deceased Property Owner* – Claims initiated by the authorized lawful heir, beneficiary, duly appointed representative or trustee of the deceased payee's claim.
    - Completed and signed Unclaimed Money Request Form.
    - Death certificate of the deceased owner or owners of the property.
    - Copy of any official form used for identification for each heir, such as a driver's license, military identification card, or passport.
    - Proof of the deceased owner's relationship to the claim holder.
    - Proof that no other person has a superior right to the interest of the decedent in the described property.



All claims made by heirs, beneficiaries, duly appointed representatives or trustees of a deceased payee may be subject to review and approval by the City Attorney.

- G. If a claim is approved, the claim will be paid by check and the original outstanding check will be removed from the Unclaimed Check report. Any claims paid under this Policy shall be without interest.
- H. The City of Atascadero retains the right to reject any claim in which entitlement has not been established to the City's satisfaction.
- I. Unless otherwise required by law, upon unclaimed money becoming the property of the City of Atascadero, it shall be removed from the Unclaimed Checks liability account and recognized as miscellaneous revenue.
- J. When the unclaimed funds become the property of the City of Atascadero and are in a Special Fund, the City Council may transfer them to the General Fund.
- K. The responsibilities of the Treasurer as documented in this Policy may be delegated by the Treasurer to the department that maintains the supporting records of the uncleared checks based on the initial receipt or deposit of that money. The undersigned City Treasurer hereby assigns such duties to the City's Administrative Services Department and the Director of Administrative Services.

Approved: /s/  Date: 8/30/19  
Gere Sibbach, City Treasurer

Approved: /s/  Date: 9/12/19  
Rachelle Rickard, City Manager

Attachments:

- A – Sample Notice to be published in newspaper
- B – Sample Unclaimed Money Claim Form
- C – Sample Unclaimed Money Rejection Form

***Attachment A***

**Sample Notice to be published in the newspaper**

**CITY OF ATASCADERO  
PUBLIC NOTICE**

The following disbursements are unclaimed by the listed payees and held by the City of Atascadero. If you have a claim against these funds, please contact the Administrative Services Department, 6500 Palma Avenue, Atascadero, CA 93422, phone (805) 470-3450. Proper proof of claim and current identification must be provided before funds will be released. Funds not claimed by \_\_\_\_\_ become the property of the City of Atascadero. This notice and its contents are in accordance with the California Government Code Section 50050.

Payee	Amount	Check Number	Fund
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**Attachment B**

**Sample Unclaimed Money Request Form**

**CITY OF ATASCADERO  
UNCLAIMED MONEY REQUEST FORM**

Name of Claimant \_\_\_\_\_

Address of Claimant \_\_\_\_\_  
\_\_\_\_\_

Pursuant to California Government Code Section 50052, I wish to file a claim for a previously unclaimed check in the amount of \$ \_\_\_\_\_. The grounds on which I file this claim are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned declares that under penalty of perjury under the laws of the State of California that I am the person, persons, or entity, or the successor in interest, heir, trustee, executors, administrators, or personal representative of the person or persons, or entity that is entitled to the full amount of the unclaimed monies pursuant to California Government Code 50052.

\_\_\_\_\_  
Printed Name of Claimant

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Phone Number

**FOR OFFICIAL USE ONLY:**

Claim Rejected \_\_\_\_\_ Claim Accepted \_\_\_\_\_ Date \_\_\_\_\_

Date of Original Check \_\_\_\_\_ Check Number \_\_\_\_\_

Reason for Rejection: \_\_\_\_\_

*Attachment C*

**Sample Unclaimed Money Rejection Form**

**CITY OF ATASCADERO  
UNCLAIMED MONEY REJECTION FORM**

The City of Atascadero has rejected the unclaimed property claim of:

Vendor or Individual Name: \_\_\_\_\_

Taxpayer I.D. or Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Original Check Date: \_\_\_\_\_

Original Check Amount: \_\_\_\_\_

The grounds on which this claim has been rejected are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Under California Government Code Section 50052, you have the right to file a verified complaint seeking to recover all, or a designated part, of the money in the San Luis Obispo County Superior Court. A copy of the complaint and the summons issued thereon must be served within thirty (30) days of receiving this notice of rejection. Upon being served, the Finance Director will withhold the disputed amount from being released until a decision is rendered b



# ***Atascadero City Council***

## ***Staff Report - City Manager's Office***

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### **Integrated Waste Management Authority Resolution to Remain a Member Agency, Amendments to the Joint Powers Agreement & Memorandum of Understanding**

#### **RECOMMENDATIONS:**

Council:

1. Adopt Draft Resolution to remain a member agency of the San Luis Obispo County Integrated Waste Management Authority provided certain conditions are satisfied.
2. Adopt Draft Resolution authorizing execution of the San Luis Obispo Integrated Waste Management Authority Joint Powers Agreement Amendment #2 and the related Memorandum of Agreement Amendment #1.

#### **DISCUSSION:**

##### Background

The Integrated Waste Management Authority (IWMA) is a Joint Powers Authority (JPA) consisting of member agencies including the County of San Luis Obispo ("County"), seven cities (Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo) and Community Services Districts (Heritage Ranch, San Miguel, Nipomo, San Miguel Sanitary District, California Valley, Cambria, Cayucos, Oceano, Los Osos, and Templeton). The IWMA was formed in 1994 and allows JPA members to pool resources and cost-effectively comply with various State solid waste regulations, including the recently enacted Short Lived Climate Pollutants regulations – commonly referred to as Senate Bill (SB) 1383.

IWMA staff administer over 40 different solid waste programs, including monitoring and reporting to the State, household hazardous waste collection, electronics waste collection, sharps disposal, and public education and outreach. The IWMA's activities are funded through solid waste management fees imposed on waste through payment of landfill tipping fee surcharges and charges to the contract waste haulers.

### **Senate Bill 1383 Compliance**

The IWMA is presently assisting member agencies in complying with SB 1383, which goes into effective on January 1, 2022 and is the most significant change to solid waste regulations in California in 30 years. SB 1383 requires all jurisdictions to implement organic waste diversion programs to reduce emissions of methane gas. These programs must include providing organic waste collection services to businesses and residences, edible food recovery, public education and outreach, contamination monitoring and sampling activities, recordkeeping and reporting, infrastructure capacity planning, procurement of recovered organic waste products, and enforcement. The IWMA's role will be key in helping local jurisdictions comply with these requirements in a cost-effective manner. SB 1383 will require updates to various sections of the Municipal Code and staff will bring an ordinance to the Council later this fall to update the code in compliance with SB 1383.

### **County of San Luis Obispo Withdrawal from IWMA**

On May 18, 2021, the County of San Luis Obispo commissioned a third-party study of costs to assess the fiscal impacts of withdrawal from the IWMA. On August 10, 2021, the County Board of Supervisors conducted a public hearing to decide whether to withdraw from the IWMA, and on September 14, 2021, the County Board of Supervisors passed a resolution to formally notify the IWMA of its intent to withdraw on November 15, 2021. The County's withdrawal requires review of the future viability of and changes to the IWMA by other member agencies.

### **IWMA Analysis of Fee Increases Given County Withdrawal**

Ratepayers in the member agencies contribute to the IWMA for its services through a combination of a solid waste management fee paid by all solid waste ratepayers and a landfill tipping fee of \$3 per ton. In March 2021, the IWMA notified member agencies and haulers of the need to increase fees in order to conduct SB 1383 compliance work. The IWMA Board met and adopted an increased fee in June 2021 and provided notice of the increased fee to member agencies. The Board's action to increase fees was prior to the County's notice of intent to withdraw.

On September 8, 2021, the IWMA Board met and selected HF&H, a consulting firm specializing in solid waste, to conduct an analysis of the impacts of the County's withdrawal from the JPA and potential IWMA fee increases given the departure of the County and the implementation of SB 1383. Given this change in participation in the JPA, the applicability and accuracy of the initial fee increase previously identified by IWMA (to implement SB 1383) was reevaluated. This assessment will help inform the updated budget for IWMA to address implementation of SB 1383 along with projecting the costs to solid waste ratepayers in Atascadero.

### **Continued Role of IWMA and Proposed Resolution in Support of Continued Participation**

While changes in service level and revenue are anticipated impacts of the departure of the County, further analysis is required to understand the breadth of those impacts on the remaining member agencies. Despite the circumstances of the County's departure and amidst the reassessment of fees, representatives of the seven cities and special districts have expressed their intent to remain members of the IWMA. Council Member Bourbeau currently serves as the City's representative on the IWMA Board.

The City has been a member agency of the IWMA since its inception, and the IWMA has been a partner in assisting the City in meeting compliance with multiple State mandates now including SB 1383. Agencies' continued participation as members of the IWMA is critical for the JPA's ongoing viability as a regional organization. Regionalism in solid waste provides an economy of scale, ensures consistent education and outreach among member jurisdictions, and locally has been a successful means of meeting waste diversion and compliance since 1994. The IWMA has provided its member agencies with educational outreach on landfill diversion, source reduction, and emissions reduction efforts implemented in local communities.

The IWMA is a regional government entity representing its members in solid waste diversion and reduction efforts. The efficacy of the organization depends on the breadth and participation of its member base and to remain an operating JPA, remaining member agencies must agree on terms for the organization without the County's involvement. Staff has conferred with staff in other cities on what conditions would be necessary to commit to continued membership, as the County fully withdraws, with the goal of taking a Resolution to each respective City Council to document this commitment. By adopting a Resolution, each City would commit to achieving compliance with SB 1383, by way of continued services provided by the IWMA. Additionally, the IWMA will continue as a regional organization providing cost-effective solid waste regulatory compliance services to the member agencies' communities. The Atascadero City Council is among one of the last cities to consider such a resolution.

Some of the conditions laid out by other Member agencies are being addressed through the immediate proposed changes to the Joint Powers Agreement and to the Memorandum of Agreement including:

1. Remove the five County Supervisors as voting board members of the IWMA effective immediately.
2. Remove the eight-member voting provision stated in Section 8.5.

Other proposed conditions are not included in the proposed JPA amendments, but are anticipated to be discussed for future amendments or actions in the near future. Conditions that the Council may want to consider include:

1. Add a provision to the Agreement which clearly and directly limits the IWMA's ability to adopt, impose, or implement any rule, regulation, policy, or ordinance in excess of the State requirements.
2. Begin recruitment and diligently pursue hiring a permanent Executive Director as soon as practical.
3. Hire a third-party firm with solid waste management expertise to analyze fees and staffing structures and to make a recommendation for any programs and services that are not required by, or are in excess of, State solid waste regulations. The report shall identify potential cost saving measures and the IWMA Board shall evaluate and consider recommendations to reduce costs and minimize expenses. The report must be completed and distributed to all JPA members.
4. Ensure that adopted rules, regulations, policies, or procedures are flexible and strive to minimize the very real financial, operational and logistical impacts to businesses and residents while achieving State compliance.

5. Consider a timeline for notice that must be given prior to a member choosing to withdraw from IWMA that should not be less than six months.

Conditions Nos.1-3 are included in the Resolutions of Participation in IWMA for the cities of San Luis Obispo, Paso Robles, Pismo Beach and Grover Beach. Morro Bay did not include any conditions in their adopted Resolution of Participation in IWMA and the City of Arroyo Grande has not adopted such a resolution. Condition No. 5 was included in the City of Pismo Beach resolution.

The draft resolution included as part of this report includes all of the conditions listed above. The Council may want to consider adopting all of these conditions, no conditions, some combination of the suggested conditions or may wish to add additional conditions. When considering conditions for remaining in IWMA, it is important to remember that the IWMA is made up of diverse Member Agencies with differing perspectives on solid waste management. In order to amend the Joint Powers Agreement, each City Council must approve the amendments. If one City Council does not approve the amendment, the Joint Powers Agreement will not be amended.

#### **Changes to IWMA Joint Powers Agreement and Memorandum of Agreement Given County Withdrawal**

On October 13, 2021, the IWMA Board of Directors had approved amendments to the existing Joint Powers Agreement (JPA) and Memorandum of Agreement (MOA) that made the parliamentary changes necessary to permit the IWMA to continue without the County as a member. The changes needed include:

1. Changing Section 5.3 of the JPA Agreement to replace the designated Member required under Section 6509 of the California Government Code from the San Luis Obispo County to the City of San Luis Obispo.
2. Changing Section 7.2(b) of the JPA Agreement to remove the Board of Supervisors from the IWMA governing board.
3. Removing the requirement, found in Section 8.5 of the JPA Agreement, that at least one County Supervisor be present in order to have the quorum necessary to hold an IWMA Board Meeting.
4. Amending the Memorandum of Agreement to state that the parties agree to be bound by the terms and conditions of the Integrated Waste Management Joint Powers Agreement Amendment #2 and that all other terms and conditions of the MOA will remain in full force and effect.

In addition to the parliamentary changes required for the IWMA to continue without a member, the Board also approved removing a provision in Section 8.5 of the JPA Agreement which allowed one Member to call for an eight out of 13 Board Member "supermajority" vote on any action item taken by the IWMA Board. This was a consistent condition that was included in many of the Resolutions of Continued Participation that have been passed by other Cities in the County. While not addressed as part of this amendment to the JPA Agreement and MOA, it is anticipated that the IWMA Board will consider other conditions included in Member Agency resolutions in the near future.

## **FISCAL IMPACT:**

The fiscal impact to ratepayers in remaining member agencies of the IWMA has been calculated by HF&H Consultants and is currently being reviewed by IWMA. IWMA-related fees are a cost to solid waste customers that are typically reflected in the rates paid at the landfill and for garbage collection.

## **ALTERNATIVES:**

The Council has the following alternatives to consider:

1. Council could choose not to adopt the resolution authorizing execution of the JPA amendments; however, this is not recommended as it may inhibit the IWMA Board's ability to reach a quorum and thus have a valid IWMA Board Meeting.
2. Council could choose not to adopt the resolution to remain a member of the IWMA JPA provided certain conditions are met. The Council may also choose to delete or add conditions to the resolution prior to adoption.

## **ATTACHMENTS:**

1. Draft Resolution to remain a member agency of the San Luis Obispo County Integrated Waste Management Authority provided certain conditions are satisfied
2. Draft Resolution authorizing execution of the San Luis Obispo Integrated Waste Management Authority Joint Powers Agreement Amendment #2 and the related Memorandum of Agreement Amendment #1.
3. Joint Powers Agreement to Establish an Integrated Waste Management Authority for the Cities and County of San Luis Obispo
4. Memorandum of Agreement Between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority

## **DRAFT RESOLUTION**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATASCADERO, CALIFORNIA, TO REMAIN A MEMBER AGENCY OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY JOINT POWERS AUTHORITY (JPA) PROVIDED CERTAIN CONDITIONS ARE SATISFIED**

**WHEREAS**, the Integrated Waste Management Authority (“IWMA”) is a JPA comprised of the County of San Luis Obispo, (“County”) seven local agencies (Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach and San Luis Obispo) and a representative of the Community Services District. The IWMA manages, on behalf of its members, hazardous waste, universal waste, solid waste, recycling, and food/green waste; and

**WHEREAS**, the IWMA is a way for JPA members to pool resources and cost-effectively comply with various solid waste and other regulations including, but not limited to, Senate Bill (SB) 1383, the recently enacted Short-Lived Climate Pollutants regulations. The IWMA staff is responsible for administration of over 40 different solid waste programs including household hazardous waste collection, electronics waste collection, and sharps disposal, and many of which require public education and outreach, monitoring, and reporting to the State; and

**WHEREAS**, IWMA is in part supported through the payment of solid waste management fees imposed on all solid waste ratepayers; and

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

**WHEREAS**, a series of events contributed to the County commissioning a third-party study of costs for the County to withdraw from the IWMA and independently fulfill all essential functions of the IWMA; and

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

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

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



**WHEREAS**, the continued participation of the remaining member agencies of the IWMA is critical for the JPA's ongoing viability as a regional organization and regionalism in solid waste provides an economy of scale, ensures consistent education and outreach among member jurisdictions; and

**WHEREAS**, Atascadero has been a member agency of the IWMA since its inception, and the IWMA has been a critical partner in assisting the City in meeting compliance with multiple State mandates, including preparation for and implementation of SB 1383.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Atascadero:

**SECTION 1.** The City hereby declares intent to remain a member agency of the San Luis Obispo County Integrated Waste Management Authority (IWMA) subject to the following conditions:

- a) The IWMA Joint Powers Authority Agreement shall be revised as follows:
  - i) Remove the five County Supervisors as voting board members of the IWMA effective immediately.
  - ii) Remove the eight-member voting provision stated in Section 8.5.
  - iii) Add a provision to the Agreement which limits the IWMA's ability to adopt, impose, or implement any rule, regulation, policy, or ordinance in excess of the State requirements.
  - iv) Consider a provision to the Agreement to ensure that adopted rules, regulations, policies, or procedures are flexible and strive to minimize the very real financial, operational and logistical impacts to businesses and residents while achieving State compliance.
  - v) Consider a timeline for notice that must be given prior to a member choosing to withdraw from IWMA that should not be less than six months.
- b) The revised JPA Agreement must be fully executed as soon as possible and consistent with Government Code Section 6503.5, appropriate notice of amendment to the JPA shall be filed with the California Office of the Secretary of State.
- c) The IWMA must also take the following actions:
  - i) Begin recruitment and diligently pursue hiring a permanent Executive Director as soon as practical; and
  - ii) Hire a third-party firm with solid waste management expertise to analyze fees, staffing structures and make recommendation for any programs and services that are not required by, or are in excess of, State solid waste regulations. The report shall identify potential cost saving measures and the Board shall evaluate and consider recommendations to reduce costs and minimize expenses. The report must be completed and distributed to all JPA members.

**SECTION 2.** This Resolution shall take effect on the date it is approved. The City Manager or their designee is directed to deliver this approved resolution to the IWMA's Acting Executive Director and Executive Committee.

**PASSED AND ADOPTED** at a regular meeting of the City Council held on the \_\_\_\_th day of\_\_\_\_\_, 2021.

On motion by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF ATASCADERO

\_\_\_\_\_  
Heather Moreno, Mayor

ATTEST:

\_\_\_\_\_  
Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian A. Pierik, City Attorney

## **DRAFT RESOLUTION**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATASCADERO, CALIFORNIA, AUTHORIZING EXECUTION OF THE SAN LUIS OBISPO INTEGRATED WASTE MANAGEMENT JOINT POWERS AGREEMENT AMENDMENT #2 AND THE RELATED MEMORANDUM OF AGREEMENT AMENDMENT #1**

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

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

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

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

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

**WHEREAS**, Section 8.5 of the JPA Agreement states "However, eight (8) affirmative votes shall be required for taking any action in the event any Member demands such a vote; and

**WHEREAS**, on October 13, 2021 the IWMA Board of Directors approved amendments to the existing Joint Powers Agreement (JPA) and Memorandum of Agreement making the parliamentary changes necessary to permit the IWMA to continue without the County as a member; and

**WHEREAS**, on October 13, 2021, the IWMA Board of Directors also agreed to strike the language from the JPA requiring eight affirmative votes for any action is so requested by a Member; and

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

**WHEREAS**, several member agencies have adopted Resolutions of Participation declaring intent to remain a member agency of the IWMA subject to certain conditions being met; and

**WHEREAS**, the proposed Second Amendment to the JPA Agreement does not include all the conditions as outlined in the member agency Resolutions of Participation and are expected to be discussed for future amendments to the JPA and/or action by the IWMA in the near future.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Atascadero:

**SECTION 1.** The City Council hereby finds and determines that all of the recitals are true and correct.

**SECTION 2.** The City Council supports the parliamentary changes necessary to permit the IWMA to continue without the County as a member.

**SECTION 3.** The City Council supports revising the JPA Agreement to eliminate the provision that allows a member to call for eight affirmative votes on an action.

**SECTION 4.** The City Council anticipates an additional JPA Amendment to be presented to the member agencies and/or action to be taken by the IWMA Board in the near future to address conditions of membership as outlined in Resolutions of Participation passed by member agencies.

**SECTION 5.** The City Council authorizes the Mayor to execute San Luis Obispo County Integrated Waste Management Authority Joint Powers Agreement Amendment #2 (Exhibit A) and Memorandum of Agreement Amendment #1 (Exhibit B).

**PASSED AND ADOPTED** at a regular meeting of the City Council held on the \_\_\_\_th day of\_\_\_\_\_, 2021.

On motion by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF ATASCADERO

\_\_\_\_\_  
Heather Moreno, Mayor

ATTEST:

\_\_\_\_\_  
Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian A. Pierik, City Attorney

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

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

**RECITALS**

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

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

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

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

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

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

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

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

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

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

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

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

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

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

Exhibit A to Draft Resolution

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

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

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

**RECITALS**

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

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

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

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



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

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

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

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

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

**CITY OF ATASCADERO**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. ....

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By:  
City  
Attorney

Date: \_ \_ \_ \_ \_

**JOINT POWERS AGREEMENT**

**TO ESTABLISH AN**

**INTEGRATED WASTE MANAGEMENT AUTHORITY**

**FOR THE CITIES AND COUNTY OF**

**SAN LUIS OBISPO, CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION 1. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2. Purpose.

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

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



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

### **SECTION 3. Creation of Authority.**

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

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

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

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

#### **SECTION 4. Term.**

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

#### **SECTION 5. Powers.**

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

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

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

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

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

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

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

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

#### **SECTION 6. Boundaries.**

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

**SECTION 7. Organization.**

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

**7.2 Membership.**

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

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

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

7.4 Officers.

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



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

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

7.6 Committees.

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

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

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

#### SECTION 8. Meetings of the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION 9. Joint Operating Fund and Contributions.**

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

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

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

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

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

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

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

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

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

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

#### **SECTION 10. Records and Accounts.**

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



#### SECTION 11. Rates.

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

#### SECTION 12. Failure to Meet Waste Stream Requirements.

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

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

### **SECTION 13. Withdrawal and Dissolution.**

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

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

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

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

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

#### **SECTION 14. Amendments Including Termination.**

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

**SECTION 15. Filing with the Secretary of State.**

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

**SECTION 16. Notices.**

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

**SECTION 17. Successors and Assigns.**

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

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

**SECTION 18. Severability.**

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

**SECTION 19. Section Headings.**

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

**SECTION 20. Effective Date.**

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

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

CITY OF ARROYO GRANDE

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

APPROVED AS TO FORM AND LEGAL EFFECT:

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

CITY OF ATASCADERO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk  
Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

CITY OF GROVER BEACH

By: [Signature]  
Mayor

Date: June 6, 1994

[Signature]  
Clerk

Resolution No. 94-26

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: JUNE 2, 1994

CITY OF MORRO BAY

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: JUNE 2, 1994

CITY OF GROVER BEACH

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF MORRO BAY

By: William Yates  
Mayor

Date: May 9, 1994

Bridgett Davis  
Clerk

Resolution No. 39-94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 5/9/94



CITY OF EL PASO DE ROBLES

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

CITY OF PISMO BEACH

By: Tim Belton  
Mayor  
Sharon Jones  
Clerk

Date: 5-3-94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: William W. C. [Signature]  
City Attorney  
Dated: 5/3/94

CITY OF SAN LUIS OBISPO

By: Peg Pinard  
Mayor Peg Pinard

Date: \_\_\_\_\_

Diane R. Gladwell  
Clerk Diane R. Gladwell

Agreement No. A-09-94-CC

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Jeffrey D. Jorgensen  
City Attorney

Dated: 5-17-94

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

CITY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: Evelyn Delany  
Chairman

Date: JUN 9 7 1994

FRANCIS M. COONEY

Clerk

Resolution No. \_\_\_\_\_

By: Mike M. Shelby  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.  
County Counsel


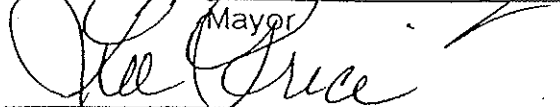
By: [Signature]  
Deputy County Counsel

Dated: 5/24/94

CITY OF ATASCADERO

ITEM NUMBER: C-1  
DATE: 11/09/21  
ATTACHMENT: 3

By:

  
Mayor  
  
Clerk

Date:

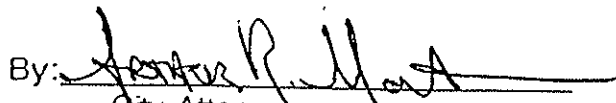
4/7/95

Minute Action

Resolution No. 3/28/95

APPROVED AS TO FORM AND LEGAL EFFECT:

By:

  
City Attorney

Dated:

4/4/95

ITEM NUMBER: C-1  
DATE: 11/09/21  
ATTACHMENT: 3

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

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

RECITALS

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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



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

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

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

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

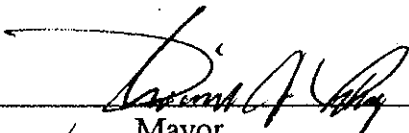
of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

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

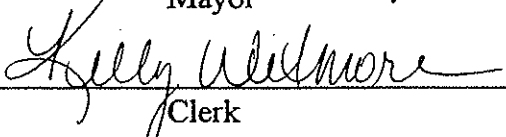
8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

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

CITY OF ARROYO GRANDE


By:   
Mayor

Date: 4/30/01

  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

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

APPROVED AS TO FORM AND LEGAL EFFECT:

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

CITY OF GROVER BEACH

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor  
Clerk \_\_\_\_\_ Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

CITY OF ATASCADERO

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF GROVER BEACH

By:  \_\_\_\_\_  
Mayor Richard W. Neufeld

Date: April 16, 2001

 \_\_\_\_\_  
Clerk Michelle A. Greene

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF MORRO BAY

By: [Signature]  
Vice-Mayor

Date: May 14, 2001

Bridgett Bauer  
Clerk

Resolution No. 24-01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 5/22/01

CITY OF PISMO BEACH

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 5/21/01

CITY OF MORRO BAY

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF PISMO BEACH

By: Rudy Natoli  
Mayor  
Sharon Jones  
Clerk

Date: 4-3-01

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

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 4/10/01

CITY OF SAN LUIS OBISPO

By: [Signature]  
Mayor  
[Signature]  
Clerk

Date: 6/7/01  
Minute Action 6/6/01  
Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney  
Dated: 6-7-01

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_  
Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Deputy County Counsel  
Dated: 5-09-01

CITY OF SAN LUIS OBISPO

By: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

City Attorney

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: 

Chairperson

Date: 7-10-01

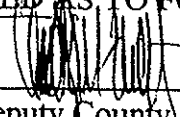
**JULIE L. RODEWALD**

Clerk

By:   
Deputy Clerk

Resolution No. \_\_\_\_\_


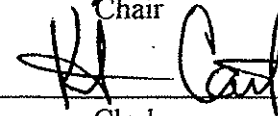
APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
Deputy County Counsel

Dated: 5-09-01



## HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By:   
Chair  
  
Clerk

Date: 3-16-01Resolution No. 01-1

## APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
Attorney

Dated: 4/9/01

## SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

## APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

Attorney

Dated: \_\_\_\_\_

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Phil Hansen*

Chair

Date: *May 14, 2001*

*J. H. Ellison*  
Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*  
Attorney

Dated: *5/17/01*

NIPOMO COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

Chair

Date: 7-12-01

Donna K. Johnson  
Clerk

Resolution No. 2001-759

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

Attorney

Dated: \_\_\_\_\_

SAN MIGUEL SANITARY DISTRICT

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

Attorney

Dated: 7-12-01

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk


Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

CAMBRIA COMMUNITY SERVICES DISTRICT

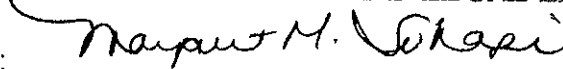
By:   
Vice Chair

Date: 5.23.01

  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
Attorney

Dated: 5-15-01

CAYUCOS SANITARY DISTRICT

By: *Robert B. Enns*  
Chair

Date: 3/20/01

*Bernie E. Cornely*  
Clerk

Resolution No. By minute action 3/19/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

~~OCEANO COMMUNITY SERVICES DISTRICT~~

~~By: \_\_\_\_\_  
Chair~~

~~Date: \_\_\_\_\_~~

~~\_\_\_\_\_~~  
~~Clerk~~

~~Resolution No. \_\_\_\_\_~~

APPROVED AS TO FORM AND LEGAL EFFECT:

*Lyon Carmel*  
By: *[Signature]*  
Attorney

Dated: 4/9/01

【TX/RX NO 6947】 ☒ 002

## TEMPLETON COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

## APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

## LOS OSOS COMMUNITY SERVICES DISTRICT

By: Rosemary Brunker  
ChairDate: April 5, 2001[Signature]  
ClerkResolution No. 2001-10

## APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Attorney

Dated: \_\_\_\_\_

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

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

RECITALS

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



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

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ARROYO GRANDE

By: \_\_\_\_\_

Mayor

Date: 4/30/01

Kelly Wilmore  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

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

APPROVED AS TO FORM AND LEGAL EFFECT:

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

CITY OF GROVER BEACH

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

CITY OF ATASCADERO

By: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_


APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

City Attorney

Dated: \_\_\_\_\_

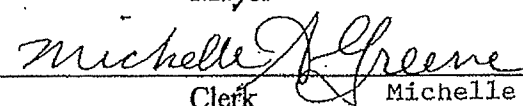
CITY OF GROVER BEACH

By:  \_\_\_\_\_

Mayor

Richard W. Neufeld

Date: April 16, 2001

  
\_\_\_\_\_  
Clerk

Clerk

Michelle A. Greene

Resolution No. \_\_\_\_\_

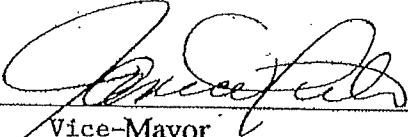
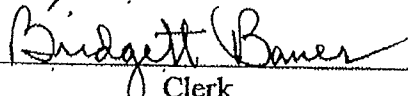
APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

City Attorney

Dated: \_\_\_\_\_

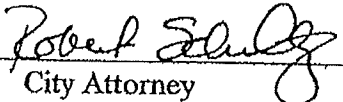
CITY OF MORRO BAY

By:   
Vice-Mayor  
  
Clerk

Date: May 14, 2001

Resolution No. 24-01

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
City Attorney

Dated: 5/22/01

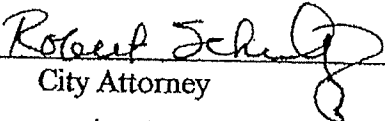
CITY OF PISMO BEACH

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
City Attorney

Dated: 5/21/01

CITY OF MORRO BAY

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF PISMO BEACH

By: Rudy Natoli  
Mayor  
Tharon Jones  
Clerk

Date: 4-3-01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 4/10/01

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



CITY OF SAN LUIS OBISPO

By: [Signature]  
Mayor

Date: 6/7/01

[Signature]  
Clerk

Minute Admin 6/6/01  
Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 6-7-01

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Deputy County Counsel

Dated: 5-09-01

CITY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: *Heidi K. Chad*  
Chairperson

Date: 7-10-01

**JULIE L. RODEWALD**

Resolution No. \_\_\_\_\_

Clerk  
By: *Cheri Casper*  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*  
Deputy County Counsel

Dated: 5-09-01

ATTACHMENT #1

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: *Don Clarke*  
Chair  
*H. Carl*  
Clerk

Date: 3-16-01

Resolution No. 01-1

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *Ph.D. Shanahan*  
Attorney

Dated: 4/9/01

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Paul Haines*  
Chair

Date: *May 14, 2001*

*J. H. Ellman*  
Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*  
Attorney

Dated: *5/17/01*

NIPOMO COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

Chair

Date: 7-12-01

Donna K. Johnson  
Clerk

Resolution No. 2001-759

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

SAN MIGUEL SANITARY DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: 7-12-01

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

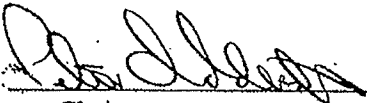
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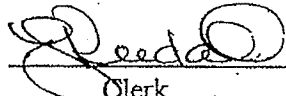
By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

CAMBRIA COMMUNITY SERVICES DISTRICT

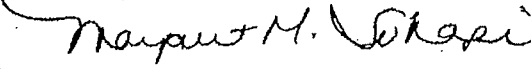
By:   
Vice Chair

Date: 5.23.01

  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
Attorney

Dated: 5-15-01

CAYUCOS SANITARY DISTRICT

By: *Robert B. Espino*  
Chair

Date: 3/20/01

*Bonnie E. Cornely*  
Clerk

Resolution No. By minute action 3/19/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

~~OCEANO COMMUNITY SERVICES DISTRICT~~

~~By: \_\_\_\_\_  
Chair~~

~~Date: \_\_\_\_\_~~

~~\_\_\_\_\_~~  
~~Clerk~~

~~Resolution No. \_\_\_\_\_~~

APPROVED AS TO FORM AND LEGAL EFFECT:

*Lyon + Carmel*  
By: *[Signature]*  
Attorney

Dated: 4/9/01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: *John L. Haines Jr.* Date: 7-20-01  
Chair  
*Kevin A. ...* Resolution No. 7-2001  
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney  
Dated: \_\_\_\_\_

LOS OSOS COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair  
\_\_\_\_\_ Resolution No. \_\_\_\_\_  
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney  
Dated: \_\_\_\_\_



TEMPLETON COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

LOS OSOS COMMUNITY SERVICES DISTRICT

By: Rosemary Brunker  
Chair

Date: April 5, 2001

[Signature]  
Clerk

Resolution No. 2001-10

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Attorney

Dated: \_\_\_\_\_

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

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

RECITALS

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

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

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

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

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

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

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

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

CITY OF ARROYO GRANDE

By: [Signature]  
Mayor

Date: 4/30/01

[Signature]  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

By: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_


APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

City Attorney

Dated: \_\_\_\_\_

CITY OF GROVER BEACH

By:  \_\_\_\_\_  
Mayor Richard W. Neufeld

Date: April 16, 2001

 \_\_\_\_\_  
Clerk Michelle A. Greene

Resolution No. 1

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

City Attorney

Dated: \_\_\_\_\_

CITY OF MORRO BAY

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF PISMO BEACH

By: Rudy Katoli  
Mayor  
Sharon Jones  
Clerk

Date: 4-3-01

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

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 4/10/01

CITY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: *Julie L. Rodewald*  
Chairperson

Date: 7-10-01

**JULIE L. RODEWALD**

Resolution No. \_\_\_\_\_

Clerk  
By: *Chen Caspino*  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*  
Deputy County Counsel

Dated: 5-09-01

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

\_\_\_\_\_

Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

Attorney

Dated: \_\_\_\_\_

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Phil Harris*

Chair

Date: *May 14, 2001*

*J. H. Ellman*

Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*

Attorney

Dated: *5/17/01*



CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

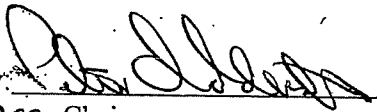
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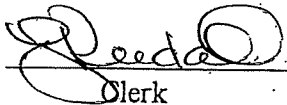
By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

CAMBRIA COMMUNITY SERVICES DISTRICT

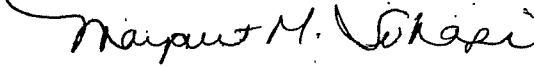
By:   
Vice Chair

Date: 5.23.01

  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
Attorney

Dated: 5-15-01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: John J. Harris Jr.  
Chair

Date: 7-20-01

Terrell A. Brown  
Clerk

Resolution No. 7-2001

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

LOS OSOS COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_



# ***Atascadero City Council***

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## ***Staff Report – City Manager’s Office***

### **Updated Atascadero Chamber of Commerce Contract**

#### **RECOMMENDATION:**

Council authorize the City Manager to execute a new contract with the Atascadero Chamber of Commerce.

#### **DISCUSSION:**

Since 1992, the City of Atascadero has had a contract in place with the Atascadero Chamber of Commerce for the performance of publicity, advertising and additional services that favorably promote our community’s advantages and opportunities, and to carry out many other tasks on behalf of the City that help to promote business, industrial, and residential development in Atascadero. The City has a long history of financially supporting the Atascadero Chamber, recognizing that the Chamber successfully achieves important work that contributes to the economic health and vitality of our community.

In about 2018-2019, realizing that some of the previous requirements and terms set forth in the original agreement had become outdated or obsolete, the City Council asked the City Manager to work together with the Atascadero Chamber Director to review and renegotiate a new contract. Several unexpected events, including changes made in Chamber executive management combined with the City’s focus on COVID-19 related priorities, have combined to delay the contract review and renegotiation process. The City Manager and Chamber Executive have been meeting over the past few months to negotiate a support agreement that would work for both the Chamber of Commerce and meet the City’s needs.

The scope of services to be provided under the draft proposed contract include:

- **General Provisions** - provides for the following:
  - Chamber preparation of an annual report to the City Council
  - City Manager appointment of one voting member to the Chamber Board
  - City receipt of all rights and benefits provided to other Chamber Sponsors
  - Default language

- **General Services (\$45,000)** - includes:
  - Chamber operation of the Chamber office with set hours
  - Chamber operation of a visitor center
  - Chamber employment of professional staff
  - Chamber response to public inquiries
  - Chamber participation in community and regional engagement
- **Events and Programs (\$30,000)** - the Chamber will hold the following events and programs:
  - Art, Wine and Brew Tours
  - Business Walk (every 3 years)
  - State of the North County
  - Talk on the Block series
  - Atascadero Lakeside Wine Festival (includes City right of first refusal if the Chamber decides not to do the event in the future)
- **Economic Development Support (\$30,000)** - programs include:
  - Chamber preparation of an Economic Profile
  - Chamber preparation of a Business Start-Up guide
  - Chamber develop, gather, prepare and host economic data on the Chamber website
  - Chamber promotion, facilitation and assistance with vacant commercial/ office opportunities
  - General business advocacy by the Chamber
- **Bridgeworks Co-Working Space (\$15,000)**

The new draft contract also changes how the amount to be paid to the Chamber is calculated. The prior Agreement between the City and the Chamber was an automatically renewing, perpetual agreement that used a City revenue-based formula to calculate the fees paid by the City to the Chamber on an annual basis. Going forward, upon execution of this new agreement, the City's contributions to the Chamber will be changed to an annual fixed fee of \$120,000, plus CPI adjustments. Below is a five-year history of the amounts paid to the Atascadero Chamber of Commerce under the current agreement.

	<b>Proposed 2021-2022</b>	Actual 2020-2021	Actual 2019-2020	Actual 2018-2019	Actual 2017-2018	Actual 2016-2017
Chamber Contract Amount	<b>\$ 120,000</b>	\$ 100,814	\$ 117,823	\$ 116,709	\$ 112,543	\$ 106,941

The draft contract also proposes a three-year term with the option of administrative renewal for an additional two one-year terms. This time frame is similar to other City contracts and will allow both the City and the Chamber of Commerce to revise and update the provisions in the contract periodically.

## FISCAL IMPACT:

Execution of a new contract with the Atascadero Chamber of Commerce will result in the expenditure of \$120,000 annually in budgeted funds.

**ALTERNATIVES:**

The City Council may provide staff direction to negotiate with the Chamber of Commerce for changes to be incorporated into a new support contract or the Council may decide to discontinue financial support of the Chamber.

**ATTACHMENT:**

Draft Contract

# **CITY OF ATASCADERO**



CONTRACT FOR

## **Atascadero Chamber of Commerce for Chamber Services**



## **CONSULTANT SERVICES AGREEMENT**

### **FOR THE**

### **CITY OF ATASCADERO**

## **Atascadero Chamber of Commerce**

THIS CONTRACT is made and entered into between City of Atascadero, a Municipal Corporation ("City") and Atascadero Chamber of Commerce ("Chamber"). City and Chamber agree as follows:

#### **1. SCOPE AND STANDARDS:**

A. **CONTRACT.** Chamber shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein.

#### **2. EMPLOYMENT STATUS OF PERSONNEL:**

A. **INDEPENDENT CONTRACTOR; EMPLOYEES OF CHAMBER.** Chamber enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. Any persons employed by Chamber for the performance of services pursuant to this Contract shall remain employees of Chamber, shall at all times be under the direction and control of Chamber, and shall not be considered employees of City. All persons employed by Chamber to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Chamber employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.



B. **INDEPENDENT INVESTIGATION.** The Chamber agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

C. **COMPLIANCE WITH EMPLOYMENT LAWS.** The Chamber shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

D. **UNLAWFUL DISCRIMINATION PROHIBITED.** Chamber shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

3. **TIME OF PERFORMANCE:**

The services of Chamber are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Sections 6 and 18 below, this Contract shall terminate no later than June 30, 2024 with the option of two (2) one-year extensions upon mutual agreement of both parties.

4. **COMPENSATION:**

A. **TERMS.** Compensation to the Chamber shall be as set forth in Exhibit B attached hereto and made a part hereof.

B. **NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.** Chamber shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee). Chamber shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Chamber at the time City's express written authorization signed by the City Manager is given to Chamber for the performance of said services.





5. **SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:**

A. **CONSULTANT SUPERVISES PERSONNEL.** The Chamber shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City Manager may use any reasonable means to monitor performance and the Chamber shall comply with the City Manager's request to monitor performance.

B. **PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.** The City acknowledges that the Chamber may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Chamber is legally obligated to comply with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Chamber's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Chamber may have covering and/or with its employees.

6. **TERMINATION:**

A. **90 DAYS NOTICE.** The City, upon ninety (90) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Chamber shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

B. **OBLIGATIONS SURVIVE TERMINATION.** Notwithstanding any termination of this Contract, Chamber shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Chamber, and the City may withhold any payments due to Chamber until such time as the exact amount of damages, if any, due the City from Chamber is determined. All of the indemnification, defense and hold harmless obligations in this Contract shall survive termination.

7. **CHANGES:**

The City or Chamber may, from time to time, request changes in the scope of the services of Chamber to be performed hereunder. Such changes, including any increase or decrease in the amount of Chamber's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Chamber's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.



8. **CONFLICTS OF INTEREST:**

A. **CHAMBER** covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Chamber's performance of services under this Contract. Chamber further covenants that in the performance of this Contract, Chamber shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Chamber agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Chamber agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.

9. **CONFIDENTIAL INFORMATION:**

A. **ALL INFORMATION KEPT IN CONFIDENCE.** All materials prepared or assembled by Chamber pursuant to performance of this Contract are confidential and Chamber agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

B. **REIMBURSEMENT FOR UNAUTHORIZED RELEASE.** If Chamber or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the City has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party's, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

C. **COOPERATION.** City and Chamber shall promptly notify the other party should Chamber or City, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City and Chamber each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Chamber and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Chamber or City. However, City and Chamber's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.



10. **PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:**

A. **CHAMBER PROPERTY.** Chamber shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract. City acknowledges that all equipment and other tangible assets used by Chamber in providing these services are the property of Chamber and shall remain the property of Chamber upon termination of this Contract.

B. **SPECIAL SUPPLIES.** City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be approved by the City Manager and shall be provided at City's sole cost and expense.

11. **COMPLIANCE WITH LAW:**

A. **COMPLIANCE REQUIRED.** Chamber shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Chamber shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Chamber shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Chamber shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Chamber to comply with this section.

B. **PREVAILING WAGES.** In the event it is determined that the Chamber is required to pay prevailing wages for the work performed under this Agreement, the Chamber shall pay all penalties and wages as required by applicable law.

12. **SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Chamber shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Chamber.

13. **ASSIGNABILITY:**

Chamber shall not assign or transfer any interest in this Contract whether by assignment or notation. However, claims for money due or to become due Chamber from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.



14. **LIABILITY OF CHAMBER:**

Chamber shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Chamber's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Chamber or its employees, agents, contractors or subcontractors.

15. **INDEMNIFICATION:**

A. **INDEMNIFICATION FOR PROFESSIONAL LIABILITY.** When the law establishes a professional standard of care for Chamber's Services, to the fullest extent permitted by law, Chamber shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys fees and costs to the extent same are caused in whole or in part by any negligence or wrongful act, error or omission of Chamber, willful misconduct, or recklessness of its officers, agents, employees or sub-consultants (or any entity or individual that Chamber shall bear the legal liability thereof) in the performance of professional services under this agreement.

B. **INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY.** Other than in the performance of professional services and to the full extent permitted by law, Chamber shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Chamber or by any individual or entity for which Chamber is legally liable, including but not limited to officers, agents, employees or subconsultants of Chamber.

16. **INSURANCE:**

Chamber shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this agreement.

17. **RECORDS:**

Chamber shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Chamber shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Chamber shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make



transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

18. **MISCELLANEOUS PROVISIONS:**

A. **ASSIGNMENT OR SUBSTITUTION.** City has an **NONDISCRIMINATION / NONPREFERENTIAL TREATMENT STATEMENT** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. **UNAUTHORIZED ALIENS.** Chamber hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Chamber so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Chamber hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. **GOVERNING LAW.** The City and Chamber understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the San Luis Obispo Superior Court, federal diversity jurisdiction being expressly waived.

D. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Chamber by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Chamber nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

F. **AMENDMENTS.** This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties



agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. **CONSTRUCTION AND INTERPRETATION.** Chamber and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. **WAIVER.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **SEVERABILITY.** The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal, or unenforceable.

J. **NOTICES.** All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Atascadero  
City Manager  
6500 Palma Avenue  
Atascadero, CA 93422

Chamber Atascadero Chamber of Commerce  
Josh Cross, President/CEO  
6907 El Camino Real  
Atascadero, CA 93422

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.





**K. AUTHORITY TO EXECUTE.** The person or persons executing this Contract on behalf of Chamber warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Chamber to the performance of its obligations hereunder.

Effective July 1, 2021 by the parties as follows.

**ATASCADERO CHAMBER OF COMMERCE**

\_\_\_\_\_  
Josh Cross, President/CEO

**CITY OF ATASCADERO**

\_\_\_\_\_  
Rachelle Rickard, City Manager



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**CERTIFICATE OF COMPLIANCE**  
**WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

CHAMBER

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Atascadero Chamber of Commerce  
Josh Cross, President/CEO



## EXHIBIT A

### Scope of Work

#### GENERAL PROVISIONS

- By formal presentation to the City Council once per year, the Chamber shall furnish an annual report of its promotional activities to City, which shall consist of the activities scheduled for the next 12 succeeding months and a review of the activities accomplished during the preceding 12 months. Said reports shall include a detailed breakdown of all amounts expended and expected to be expended by Chamber for said activities. In addition, Chamber shall meet with City staff periodically.
- One Voting Member of the Chamber Board is to be appointed by the City Manager.
- City shall receive all rights and benefits conferred to Chamber members and sponsors. Sponsorship level shall be considered the same as the highest level Chamber sponsor
- In the event, in the opinion of the majority of the City Council, Chamber is not functioning effectively, then City may give Chamber notice of this fact, specifying in detail the alleged default or defaults, and Chamber must forthwith correct said default or defaults, or the provisions in this Agreement for financial sponsorship of Chamber may be terminated by action of the majority of the City Council.

#### Task A – General Services - \$45,000

**Task A.1 – Provide a Chamber Office** – The Chamber will maintain an office with visible signage that will be readily identifiable by members of the public. A Chamber staff member or members will be available to the public during regular, publicly advertised, weekday office hours to be determined by the Chamber (minimum of 20 hours per week). Due to minimal staffing and unforeseen circumstances, it is understood that in rare circumstances, the Chamber will not be able to remain open during these hours. The Chamber, however, understands the need for consistency and reliability and will strive to minimize these closures.

##### *OBJECTIVE*

- Serve as the community's business and information resource center.

##### *OUTCOME*

- Secure a physical space to conduct Chamber operations.

**Task A.2 – Provide a Dedicated Visitor Center** – A portion of the Chamber office will be dedicated to visitor services and will include information regarding tourism, local businesses, and information for new residents.

##### *OBJECTIVE*

- Serve as the visitor center for Atascadero.

*OUTCOMES*

- Offer a physical place for visitor's, new residents, and investors to come and learn more about the community.
- Provision of a daily visitation/call-log to present to the City on an annual basis.
- A place where visitors can purchase locally crafted merchandise from our City/Community.
- Keep an updated calendar of events on the Chamber's website to help with communications.

**Task A.3 – Employ Chamber Staff** – The Chamber will employ competent personnel to carry-on promotional activities herein enumerated.

*OBJECTIVE*

- Ensure the Chamber remains operational by employing competent staff.

*OUTCOME*

- Provide one or more staff members to operate the chamber office.

**Task A.4 – Respond to Public Inquiries** – The Chamber will respond to communications relative to the business, industrial, residential, educational, cultural, and recreational advantages and opportunities in the City, and disseminate information by various means available, including traditional correspondence, digital and/or electronic communications via email and web posts, newspaper and other publicity and personal contacts; favorably advertising such advantages and opportunities.

*OBJECTIVE*

- Ensure the Chamber remains responsive to public/visitor/investor inquiries.

*OUTCOME*

- Answer or respond to phone calls and emails regarding business and/or tourism opportunities.

**Task A.5 – Community and Regional Engagement** – The Chamber understands that having an active and visual presence is an important part of developing our community's voice. The Chamber CEO and/or staff will participate in various community and regional meetings, events, and public hearings as appropriate and as time permits.

*OBJECTIVE*

- Ensure the Chamber remains visible within the City and the region.

*OUTCOME*

- A Chamber staff representative shall attempt to attend each Atascadero City Council hearing.
- A Chamber staff representative shall attempt to attend each Atascadero T-BID meeting.
- A Chamber staff representative shall attempt to attend meetings such as Cal Poly LEDC, SLO County Board of Supervisor Hearings, REACH/EVC

meetings/events, and Visit SLOCAL meetings/events.

## Task B – Events and Programs - \$30,000

**Task B.1 – Art, Wine, and Brew Tours** – As a way to promote Downtown, the Chamber will take the lead in organizing quarterly Art, Wine, and Brew Tours. These tours generate vibrancy and are a good way to promote artists, wineries, breweries, and Downtown businesses.

### *OBJECTIVE*

- Coordinate, produce, market, and staff Art, Wine, and Brew Tours up to four times per year.

### *OUTCOME*

- Visitors and residents enhance the Downtown economy.

**Task B.2 – Business Walk** – At least once every three years, the Chamber and its many volunteers will seek to engage with hundreds of Atascadero businesses over the course of one day. The purpose of the business walk is to inquire about the status of business conditions and to have a visual presence in the community.

### *OBJECTIVE*

- Connect with local businesses to learn about the challenges they are facing.

### *OUTCOME*

- A business community that feels that their concerns are being listened too.

**Task B.3 – State of the North County** – This annual event brings together the North County communities to discuss economic conditions, to share community updates, and to hear from expert speakers.

### *OBJECTIVE*

- Co-Coordinate, produce, and staff an annual meeting of North County residents and businesses to learn about economic conditions and to be educated on relevant topics.

### *OUTCOME*

- An informed and educated business community.

**Task B.4– Talk on the Block** – The Chamber will facilitate a series of neighborhood meetings to engage the residential and business community in order to give participants the platform to voice their concerns to City leadership. Up to four events per year will be facilitated by the Chamber.

### *OBJECTIVE*

- To facilitate up to four opportunities annually for the residential and business community to voice their concerns to City leadership.

*OUTCOME*

- A community that feels connected to City leadership and that their concerns have been heard.

**Task B.5 – Atascadero Lakeside Wine Festival** – The Chamber will continue to serve as the champion for this important annual event. A sub-committee of volunteers will be formed to produce, staff, and manage the event. Chamber staff will market the event and provide support as needed. The City maintains first right of refusal if the Chamber chooses to no longer produce the event.

*OBJECTIVE*

- Assist in the coordination, production and staffing of the annual Atascadero Lakeside Wine Festival.

*OUTCOME*

- Awareness of Atascadero as a destination to return to time-and-time again.

## Task C – Economic Development Support - \$30,000

**Task C.1 – Preparation of an Economic Profile** – In this task, the Chamber will prepare a magazine like piece of collateral that describes the economic conditions of the City. This Profile will be distributed to the City, relators, and developers who have a vested interest in attracting outside investment into the community. The Economic Profile will be updated biannually.

*OBJECTIVE*

- Prepare a tangible tool to promote Atascadero’s Economic Development potential.

*OUTCOME*

- Investors become interested in opening a business in Atascadero.

**Task C.2 – Prepare a Business Start-Up Guide** – The Chamber will prepare a business start-up guide that is tailored specifically for Atascadero businesses. This will include information regarding business licenses, permits, and relevant regulations. This guide will be prepared in coordination with SCORE.

*OBJECTIVE*

- To prepare a tangible tool to assist businesses start their business within the Atascadero regulatory framework.

*OUTCOME*

- Informed and confident business start-ups.

**Task C.3 – Prepare economic data on Chamber’s website** – The Chamber will include economic development related information on its website as a resource for the business

community and for potential investors. This will include information such as the economic profile, business start-up guide, reasons to choose Atascadero, and map of developable properties.

*OBJECTIVE*

- To offer a place for businesses to learn about the economic conditions and opportunities in Atascadero.

*OUTCOME*

- Investors use the resource to open a dialogue with the Chamber and City regarding next steps.

**Task C.4 – Promote commercial/office opportunities** – Building off the Developable Properties map developed by the City, the Chamber will promote vacant commercial and office properties to potential investors by meeting with interested parties.

*OBJECTIVE*

- To promote and market vacant commercial, office, and industrial properties.

*OUTCOME*

- An increase in investor interest in the Atascadero market.

**Task C.5 – Business Advocacy** – The Chamber will serve as an advocate for the business community.

*OBJECTIVE*

- To serve as an ombudsman for businesses who are facing challenges doing business in Atascadero.

*OUTCOME*

- Businesses who feel supported when faced with challenges.

## Task D – Atascadero Bridgeworks Co-Working - \$15,000

**Task D.1 – Bridgeworks Co-Working Space** - Space for workers to start their own business and/or work remotely for companies outside of the area that allow their Atascadero resident/staff to work where they live.

*OBJECTIVE*

- To operate a space for creative, start-up, and veteran business owners to launch their business dream.
- Provide and nourish small businesses preparing them to grow into their own spaces.

*OUTCOMES*

- Successful businesses are ‘launched’ into the greater Atascadero

community.

**Task D.2 – Bridgeworks Marketing** – The Chamber will promote Bridgeworks Coworking to areas outside of Atascadero such as Silicon Valley, Los Angeles, and the Bay Area. Using targeted geo-fencing, a series of social media ads will be placed to capture interest.

*OBJECTIVE*

- To bring awareness of Bridgeworks Co-Working.

*OUTCOME*

- Bridgeworks will reach capacity.

## EXHIBIT B-1

### Compensation and Method of Payment

Services will be conducted on a fixed fee basis and shall be paid in two equal installments in July and January of each year. The annual fixed fee contract amount (Annual Fee) for July 1, 2021 – June 30, 2022 shall be \$120,000.00. Effective on July 1, 2022, and on July 1st of every year thereafter during the remaining term of this agreement or any extension period, such Annual Fee then in effect under this shall be increased by the percentage change in the CPI Index for the most recent twelve month period ending in the month of May. For purposes of this Agreement, the term "CPI Index" means the official Consumer's Price Index for All Items, for the Los Angeles-Long Beach- Anaheim, CA area, 1982-1984=100 as published by the United States Department of Labor, Bureau of Labor Statistics (Series ID CUURS49ASA0). If the CPI Index is no longer published, then appropriate reference figures for the CPI Index shall be derived from any successor comparable index mutually agreed upon by the Parties to be authoritative.

This Annual Fee includes all work including but not limited of general provisions, general services, events and programs, economic development support and Bridgeworks as outlined in the scope of services. Any additional services authorized by the City of Atascadero, not included in the scope of services as defined by this contract, must be approved in the form of a City of Atascadero *Change Order prior to performing* additional work.

Payments to the contractor in excess of the Annual Fee will not be made unless written authorization is executed prior to the date of the additional requested work. Any charges incurred outside of these contract terms will not be authorized for payment.

Atascadero Chamber of Commerce

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Josh Cross, President/CEO

**EXHIBIT B-2**

**Compensation and Method of Payment**

**F E E S C H E D U L E**

<b>TABLE 1 - Fee Summary</b>		
Task A	General Services	\$45,000
Task B	Events and Programs	\$30,000
Task C	Economic Development Support	\$30,000
Task D	Atascadero Bridgeworks Co-Working	\$15,000
<b>TOTAL</b>		<b>\$120,000</b>



## EXHIBIT C

### INSURANCE REQUIREMENTS: CONSULTANT SERVICES

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The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subconsultants.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

#### Additional Insured

The City of Atascadero will need to be added to the policy as Additional Insured by endorsement to the General Liability, adding the City's name to the Certificate of Insurance is not sufficient and will not be accepted.

Verification of Coverage. Consultant shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.