

EXHIBIT "A"

Amended and Restated Joint Powers Agreement attached

Amended and Restated Joint Powers Agreement

between the following jurisdictions:

1. City of Artesia
2. City of Beverly Hills
3. City of Bradbury
4. City of Downey
5. City of Duarte
6. City of Hermosa Beach
7. City of Hidden Hills
8. City of Los Angeles
9. City of Lynwood
10. City of Manhattan Beach
11. City of Palos Verdes Estates
12. City of Pomona
13. City of Rancho Palos Verdes
14. City of Redondo Beach
15. City of Rosemead
16. City of Sierra Madre
17. City of South Gate
18. City of Torrance

**Establishing the Los Angeles Area
Integrated Waste Management Authority**

**Amended and Restated Joint Powers Agreement –
Los Angeles Area Integrated Waste Management Authority**

This Joint Powers Agreement – Los Angeles Area Integrated Waste Management Authority; effective the _____ day of _____, _____, ("Agreement") is made and entered into by and between the cities of:

1. Artesia
2. Beverly Hills
3. Bradbury
4. Downey
5. Duarte
6. Hermosa Beach
7. Hidden Hills
8. Los Angeles
9. Lynwood
10. Manhattan Beach
11. Palos Verdes Estates
12. Pomona
13. Rancho Palos Verdes
14. Redondo Beach
15. Rosemead
16. Sierra Madre
17. South Gate
18. Torrance

each a municipal corporation, hereinafter also referred to individually as "Party" and collectively as "Parties".

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, the State of California has enacted the California Integrated Waste Management Act of 1989 (AB 939), California Public Resources Code § 40000 et seq., mandating that municipalities and county unincorporated areas divert material from disposal, and has promulgated regulations promoting material reuse and recycling; and

Whereas, the foregoing Parties to this agreement have the power to provide waste management services including the storage, collection, recycling, and disposal of solid wastes within their respective jurisdictions; and

Whereas, the foregoing Parties desire and agree to form a regional agency to report as a single entity the annual regional compliance with AB 939, AB 341, AB 1826, and SB 1383 reporting requirements and to work towards the implementation of regional waste reduction and regional recycling diversion programs, including, but not limited to, organics programs and compliance with both existing and similar future regulations and/or legislation; and

Whereas, each of the foregoing Parties has a CalRecycle-approved Source Reduction and Recycling Element, a CalRecycle-approved Solid Waste Generation Study, a

CalRecycle-approved Household Hazardous Waste Element, and a CalRecycle-approved Non-Disposal Facility Element; and

Whereas, on the date above, this agreement was entered into by the Parties to this agreement whereby the Los Angeles Area Integrated Waste Management Authority is established to be a “Regional Agency” entity to provide cooperative solid waste reporting and program activities to the participating parties; and

Whereas, the California Public Resources Code, Sections 40970 through Section 40975 allows cities and counties to form Regional Agencies to implement PRC Division 30, Part 2, Integrated Waste Management Plans, in order to reduce the cost of reporting and tracking of disposal and diversion programs by individual jurisdictions and counties and to increase the diversion of solid waste from disposal facilities; and

Whereas, by this agreement, the Parties hereto wish to enter into this agreement to form a Regional Agency for purposes of combining disposal and diversion quantities for determining compliance with the California Integrated Waste Management Act of 1989 and to allow for the efficient operation of diversion programs on a region-wide basis and hereby authorize the Regional Agency to submit annual reports to CalRecycle on behalf of the Parties regarding the Parties’ compliance with Senate Bill 1383 (SB 1383) and corresponding regulations codified in Title 14, Division 7, Chapter 12 of the California Code of Regulations, consistent with the requirements prescribed by CalRecycle; and

Whereas, the members of the Agency desire to revise the language of the agreement to reflect updated terminology and operating practices;

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions

- 1.1 **Agreement.** This Agreement as it is now exists, or as it may be amended.
- 1.2 **AB 341.** Solid Waste: Diversion (Chesbro, Chapter 476, Statutes of 2011).
- 1.3 **AB 939.** The California Integrated Waste Management Act of 1989.
- 1.4 **AB 1826.** Mandatory Commercial Organics Recycling (Chesbro, Chapter 727, Statutes of 2014).
- 1.5 **Agency/Regional Agency.** Los Angeles Area Integrated Waste Management Authority, also referred to as Los Angeles Regional Agency, or LARA, formed pursuant to California Public Resources Code Sections 40970 through 40975 and approved by CalRecycle.
- 1.6 **Agency Staff.** Personnel employed by the City of Los Angeles responsible for administration of the Agency that may serve in the capacity of Manager, Executive Director, Administrator, and/or another capacity.
- 1.7 **Annual Report.** The report required by the State of California to measure compliance to the provisions of AB 939, AB 341, AB 1826, and SB 1383.
- 1.8 **Board.** Body consisting of a representative designated by the governing body of each member.

- 1.9 **Bylaws.** The rules and regulations document enacted by the Agency to provide a framework for its operation and management.
- 1.10 **CalRecycle.** California Department of Resources Recycling and Recovery.
CalRecycle is the successor agency to the California Integrated Waste Management Board (CIWMB).
- 1.11 **Chair/Vice-Chair.** Board representatives elected by a majority vote of the Board with responsibilities as stated in Section 10.3.
- 1.12 **Fiscal Year.** Any year beginning July 1 and ending June 30.
- 1.13 **HHWE.** Household Hazardous Waste Element
- 1.14 **Jurisdiction.** Incorporated Parties who may be Members of the Agency.
- 1.15 **Member/Members.** Jurisdictions who are parties to the Agreement.
- 1.16 **NDFE.** Non-Disposal Facility Element
- 1.17 **SB 1383.** Short-lived Climate Pollutants (SLCP): Organic Waste Reductions (SB 1383 Lara, Chapter 395, Statutes of 2016 , and implementing regulations, 14 CCR 18981.1, et seq.).
- 1.18 **Secretary.** Board representative elected by the Board with duties as stated in Section 10.5.
- 1.19 **SRRE.** Source Reduction and Recycling Element
- 1.20 **Treasurer.** Board representative elected by the Board with duties as stated in Section 10.4.

Section 2. Purpose of Agreement

This Agreement is made and entered into for the purpose of forming a Regional Agency pursuant to California Public Resources Code Sections 40970 through 40975, the Regional Agency being established for purposes of combining disposal and diversion quantities for determining compliance with AB 939, to allow for the efficient operation of diversion programs on a region-wide basis as allowed by Members under this agreement, and to allow for the development of Regional Integrated Waste Management Plans including a Source Reduction and Recycling Element, Household Hazardous Waste Element, and Non-Disposal Facility Element.

The Agency will pool together the resources of its Members as stated in this agreement to provide AB 939 compliance as well as AB 341 and AB 1826 reporting and SB 1383 recordkeeping and reporting services to the Members. The Agency will be responsible for preparing the annual regional diversion rate calculation for the Regional Agency, and submitting the report to CalRecycle.

The Members enter the agreement with the intent to benefit from the regional programs and regional reporting that the Agency will provide.

Section 3. Term of Agreement

The term of this agreement shall commence on _____, and shall continue until amended or terminated pursuant to the terms contained herein.

Section 4. Powers of the Agency

4.1 The Agency is authorized to perform the following functions as required by the terms of this Agreement and the bylaws of the Agency:

- 4.1.1 to make and enter into contracts;
- 4.1.2 to apply for and accept grants, advances and contributions;
- 4.1.3 to make plans and conduct studies;
- 4.1.4 to incur and discharge debts, liabilities and obligations;
- 4.1.5 to hire agents and employees.

4.2 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 do these powers expressly granted restrict the individual power of each Member with regards to solid waste management under their jurisdiction. Furthermore, in no event shall the Agency be authorized to exercise any power not expressly granted by this Agreement. The Members hereby designate the City of Los Angeles as the Member required to be designated by Section 6509 of the California Government Code.

Section 5. Responsibilities of the Regional Agency

5.1 This Agreement hereby creates and establishes an authority to be known as the “Los Angeles Area Integrated Waste Management Authority”. The Authority shall constitute a Regional Agency pursuant to Public Resources Code Section 40973. Said 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).

5.2 The Agency will be responsible for providing the following services for the benefit of the Members:

- 5.2.1 The Agency will be responsible for preparing the Annual Report with collective information submitted by the Members and submitting the report to CalRecycle;
- 5.2.2 The Agency will develop standardized database tools for monitoring, tracking, and evaluating implemented jurisdiction-owned/operated diversion programs and make them available to all members;
- 5.2.3 The Agency will conduct a new “regional level” generation-based diversion study when required by CalRecycle or when a study is needed for a new baseline for its Members;
- 5.2.4 The Agency will provide legislative and regulatory analysis on pending regulations and legislation for Members;
- 5.2.5 The Agency will seek grant funding for additional Regional Agency activities.
- 5.2.6 The Agency will evaluate and disseminate information to Members about innovative waste management/recycling technologies. As directed by the Board and upon available funding, the Agency will conduct additional programs based on additional funding such as but not limited to: cooperative food waste donation for reuse, technical assistance for business recycling, investigate forming cooperative partnerships to develop additional capacity for processing and/or reuse of materials, and/or pool buying power of Members to lower the cost of recycled-content products.

Section 6. Duties and responsibilities of Member Jurisdictions

- 6.1 Each Member will be responsible for funding and/or implementing programs recommended for implementation in their jurisdiction as adopted in their respective SRRE and for continued support of the associated programs as adopted in their respective HHWE.
- 6.2 Each Member will also provide funding of the Agency for its operation in accordance with Section 9, the implementation of regional programs, and for preparing the annual regional diversion rate calculation for the progress made by the Regional Agency.
- 6.3 Each Member shall provide the information required for annual report or new base year compilation to the Agency in a timely manner according to the format set forth by the Agency. The annual report information shall include, but not be limited to, all information required by AB 939, AB 341, AB 1826, and SB 1383.

Section 7. Approval of Agreement by CalRecycle

Pursuant to California Public Resources Code Section 40975(a), establishment of a Regional Agency requires authorization from CalRecycle, if CalRecycle finds that the formation of such a Regional Agency will not adversely affect compliance with PRC Division 30, Part 2. Integrated Waste Management Plans.

Section 8. Agency Financial Requirements

- 8.1 The Agency will follow the financial accounting requirements set forth in Government Code Section 6505, Section 6505.1, Section 6505.5, Section 6505.6, Section 6511, and Section 6512, herein incorporated by reference.
- 8.2 Agency Staff will prepare a budget for each fiscal year and present it to the Board before its approval by the City of Los Angeles. The assets, rights, debts, liabilities and obligations of the Agency 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 Agency, provided that both the Agency and the Member approve such contract or assumption.
- 8.3 Payment of Civil Penalties Imposed by CalRecycle - The Members hereby agree that the responsibility for any civil penalties incurred pursuant to AB 939, AB 341, AB 1826, or SB 1383 shall be assigned to the Agency. Should a penalty be assessed against the Agency for non-compliance after all administrative remedies are exhausted; the Members hereby authorize the Agency to allocate responsibility to the Members based upon equal division of the monetary fine between all of the participating Members. Any modification to this basis for determining responsibility for any civil penalties will be codified in the operating Bylaws.

Section 9. Funding

- 9.1 Members shall not be assessed the startup costs for the Agency of approximately \$150,000, which have been borne by the City of Los Angeles. As a Member, the City

of Los Angeles will contribute existing staff and resources totaling approximately \$300,000 per year to the Agency.

- 9.2 The City of Los Angeles will provide \$100,000 annually towards a new base year study to be prepared no less than three years but within five years from the original formation of the Agency.
- 9.3 Funding will be provided by each additional Member assessed as a fee per ton of the Member's landfill disposal. The fee will be codified in the Agency Bylaws and is subject to adjustments as directed by the Board. This fee will be due at the beginning of each fiscal year.

Section 10. Structure of the Agency

- 10.1 **Agency Staff.** The City of Los Angeles shall employ staff for the Agency. Agency Staff shall, upon direction by the Board, plan, organize, and direct the administration and operations of the Agency, shall advise the Chair/Vice-Chair on policy matters, shall develop Agency budgets, shall reply to communications on behalf of the Agency, shall attend meetings of the Board, and carry out other duties as needed.
- 10.2 **Board.** The Board of the Los Angeles Area Integrated Waste Management Authority shall be comprised of a representative from each of the Members. The Board shall make all policy decisions on behalf of the Agency, review and approve budgets, and decide the disbursement of discretionary funds collected under Section 9.3.
- 10.3 **Chair and Vice-Chair.** The officers of the Board shall include a Chair and Vice-Chair elected by a majority vote of Members. Their duties are to: Preside over

- all meetings of the Board; Appoint all ad hoc committees subject to ratification by the Board; act as ex-officio members of all ad hoc committees.
- 10.4 **Treasurer.** The officers of the Board shall include a Treasurer elected by a majority vote of Members. His/her duties are to lead in the preparation and submission of Agency budgets to the Board and monitor expenditures with the assistance of the Agency administrative staff.
- 10.5 **Secretary.** The officers of the Board shall include a Secretary elected by a majority vote of the Members. His/her duties are to record attendance at all Agency meetings and keep a record of vote tallies when votes are taken by roll call.
- 10.6 **Committees.** Committees, subcommittees, and ad hoc committees shall be at the discretion of the Chair subject to ratification by the Board. The Chair may appoint any individual deemed qualified to serve on a Committee.
- 10.7 **Meetings.** The Board will hold regular meetings, at a minimum, on a quarterly basis. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.
- 10.8 **Brown Act.** 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.
- 10.9 **Minutes.** Agency staff shall cause minutes of all meetings of the Board to be kept and shall, after each meeting, cause a copy of the minutes to be forwarded to each Member.

Section 11. Addition of New Member Jurisdictions

- 11.1 The Agency will have the authority through an action by the Board to add New Member Jurisdictions to the Agency without modification to the existing Agreement by the amendment of Attachment(s) to this Agreement. Attachment(s) shall list the Member Jurisdictions and contain additional signature pages for each New Member. Each New Member shall have equal rights and responsibilities of all Members.
- 11.2 New members must apply to the Board in writing no less than 90 days before the end of each fiscal year to be considered for membership.
- 11.3 New Members will be assessed a prorated share of assets held by the Agency such as the reserve fund.

Section 12. Withdrawal and Termination

- 12.1 Any Member may voluntarily withdraw from this Agreement by filing with the Agency a written notice to withdraw no less than one hundred eighty (180) days prior to the close of the Agency's fiscal year.
- 12.2 A Jurisdiction's participation and membership may be terminated by the Agency for non-performance of its responsibilities and/or duties required under Sections 6.1, 6.2, and 6.3 of this Agreement. A vote by a majority of the Members is needed to terminate the agreement with respect to a Jurisdiction. When terminated, the Jurisdiction and CalRecycle will be notified in writing of the action on behalf of the Agency and all funds received by the Agency for the remainder of the current fiscal year after termination will be refunded to the Jurisdiction after deducting any applicable expenses.

12.3 The withdrawing Jurisdiction shall also continue to be liable for its share of Agency obligations, including, but not limited to, operations costs and the General Budget, until the effective date of its withdrawal.

12.4 This Agreement may be terminated at any time by a written concurrence of a two-thirds (2/3) vote of the Board. Procedures for termination of the Agreement will be codified in the operating Bylaws.

Section 13. Jurisdictional Responsibility Upon Termination

In the event that this Agreement is terminated, individual Jurisdictions will assume responsibility for a share of any civil penalties incurred by the Agency during the term of the Jurisdiction as a Member. Jurisdictions will also be responsible individually for any civil penalties incurred individually. If this Agreement is terminated, each Jurisdiction will assume responsibility for compiling their own disposal information from haulers and facility operators for compliance with the monitoring and reporting system required pursuant to PRC Sections 41780, 41821.5, 42652.5, and 42653, and implementing regulations 14 CCR 18981.1 et seq., unless a subsequent regional agency formation agreement is approved specifically for this purpose. Each Jurisdiction is still responsible for the implementation of the programs described in their respective portion of the annual report including, but not limited to, programs responsive to AB 939, AB 341, AB 1826, and SB 1383.

Section 14. Member Jurisdiction SRRE Implementation

Each Member of the Agency is responsible for and shall continue to implement diversion programs in their adopted and approved SRRE that are specific to their Jurisdiction. Failure to

implement these programs will provide cause for termination of the Agreement with respect to that Jurisdiction.

Section 15. Contact Persons

The name of the regional agency is the Los Angeles Area Integrated Waste Management Authority. The contact persons for all members are listed in Attachment A. The address and primary contact person is the following:

Mr. Alex E. Helou

City of Los Angeles

LA Sanitation and Environment, SRCRD

Los Angeles Regional Agency

1149 S. Broadway, 5th Floor

Los Angeles, CA 90015

Telephone: (213) 485-2260

Section 16. Amendment

This Agreement may be amended or modified at any time, in a manner consistent with and in furtherance of the purposes of this Agreement, with the written consent of a majority of the Member Jurisdictions within the Regional Agency.

Section 17. Indemnification

Pursuant to Government Code Section 895.4, the Parties agree as follows:

- 17.1 Each Member Jurisdiction shall indemnify, defend and hold harmless the City of Los Angeles, the other Member Jurisdictions, the Agency, and their officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any activity of that Member Jurisdiction or of any other person acting under authority of that Member Jurisdiction which results from activities conducted on behalf of the Agency.
- 17.2 The City of Los Angeles and the Agency shall indemnify, defend and hold harmless each Member Jurisdiction and its officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any authorized activity of Agency, or of any other person acting under authority of Agency.

Section 18. Miscellaneous Provisions

- 18.1 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, provided that no Party shall assign any rights, nor delegate any duties provided for hereby without the consent of the other Party.
- 18.2 **Required Actions of the Parties.** The Parties hereto agree to execute all such instruments and documents and to take all actions as may be required in order to consummate the transactions herein contemplated.
- 18.3 **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and thereby supersedes all

prior understandings and agreements, if any, with respect thereto, whether written or oral. No addition or modification of any term or provision shall be effective unless set forth in writing, signed by the Parties hereto.

- 18.4 **Time of the Essence.** Time is of the essence of each and every term, condition, obligation, and provision thereof.
- 18.5 **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally (including by means of professional messenger service) or sent by electronic mail or other electronic means or express mail or registered mail or certified mail, return receipt requested. Notices delivered personally or by express mail shall be considered given when received. Notices sent by registered or certified mail shall be considered given two (2) business days after deposit in the United States mail, postage prepaid, addressed to the person to receive such notice. Notices sent by electronic mail or other electronic means shall be considered given two (2) business days after sending.
- 18.6 Notices shall be addressed as appears below for the Agency, and as listed in the Attachment(s) for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

If to Agency: Los Angeles Regional Agency
LA Sanitation and Environment, SRCRD
1149 S. Broadway, 5th Floor
Los Angeles, CA 90015

Attention: Alex E. Helou

sanab939@lacity.org

With a copy to: LA Sanitation and Environment

1149 S. Broadway, Ste. 900

Los Angeles, CA 90015

Attention: Director

If to Members: Please see Attachment(s)

- 18.7 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 18.8 **No Waiver.** A waiver by any Party of the breach of any of the terms and conditions under this Agreement to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same terms and conditions of this Agreement.
- 18.9 **Modifications.** Except as expressly allowed in the Agreement, any alteration, change or modification of or to this Agreement, in order to become effective, must be made in writing and in each instance signed on behalf of each Party hereto.
- 18.10 **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the provisions of this Agreement are intended to be solely for the benefit of the Parties hereto, and execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the Parties hereunder, to any person or entity other

than the Parties hereto.

[BALANCE OF PAGE INTENTIONALLY BLANK - SIGNATURES FOLLOW]

SIGNATURE PAGE TO

**AMENDED AND RESTATED JOINT POWERS AGREEMENT BY AND
BETWEEN THE CITY OF MANHATTAN BEACH AND LOS ANGELES AREA
INTEGRATED WASTE MANAGEMENT AUTHORITY**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date
first written above.

City:

AGENCY:

City of Manhattan Beach,
a California municipal corporation

Los Angeles Area Integrated Waste
Management Authority

By: _____
Name: Bruce Moe
Title: City Manager

By: _____
Name: Alex E. Helou
Title: Executive Director

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____
Name: Erick Lee
Title: Public Works Director