

Landfills

May 1994

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 COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "MOA" or the "Agreement") is made and entered into by and between the COUNTY of SAN LUIS OBISPO (hereinafter referred to as the "COUNTY") and the cities of ARROYO GRANDE, ATASCADERO, EL PASO DE ROBLES, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO (hereinafter collectively referred to as the "CITIES").

RECITALS

WHEREAS, the California Legislature has enacted the Integrated Waste Management Act of 1989, commonly referred to as AB 939; and

WHEREAS, AB 939, and subsequent legislation mandates that an integrated waste management planning process be established in order to achieve the State mandated diversion of landfilled materials by 25% by 1995, and 50% by the year 2000; and

WHEREAS, the CITIES and COUNTY have prepared Source Reduction and Recycling Elements, Household Hazardous Waste Elements, and the related Environmental Impact Report outlining programs and facilities that may be implemented in order to reach or exceed the mandated goals; and

WHEREAS, pursuant to the *Joint Powers Agreement to Establish an Integrated Waste Management Authority for the Cities and County of San Luis Obispo, California* (the "Joint Powers Agreement"), the CITIES and COUNTY have formed the San Luis Obispo County Integrated Waste Management Authority (hereinafter referred to as the "Authority") for the purpose of coordinating and implementing all or part of the various waste management programs and completing the State mandated Siting Element and Integrated Waste Management Plans; and

WHEREAS, the County of San Luis Obispo and the City of El Paso de Robles establish rates, fees, and other surcharges at the existing solid waste disposal facilities under their respective jurisdictions; and

WHEREAS, in accordance with the Memorandum of Agreement Among the County of San Luis Obispo and the Cities of Arroyo Grande, Atascadero, Grover City, El Paso de Robles, Morro Bay, Pismo Beach, and San Luis Obispo for Preparation of County and City Source Reduction and Recycling Elements, and the Countywide Integrated Waste Management Plan dated October 3, 1990, the COUNTY and the City of El Paso de Robles have both established tipping fee surcharges (the "Surcharges") of \$3.00 per ton at the landfill facilities within their jurisdictions to be used for the integrated waste planning efforts; and

WHEREAS, the Surcharges collected and maintained in the AB 939 Trust Fund by the COUNTY Auditor/Controller, and the Surcharges collected and maintained by the City of El Paso de Robles, pursuant to the Memorandum referenced above have been limited to use by the San Luis Obispo Area Coordinating Council (now known as the San Luis Obispo Council of Governments) for planning purposes only; and

WHEREAS, the CITIES and COUNTY desire to utilize the monies remaining in the AB 939 Trust Fund; and to establish the payment of future funds that may be collected, for use by the Authority for administration, planning, and implementation of the desired programs in accordance with its Joint Powers Agreement; and

WHEREAS, the Authority will require adequate and continued funding to support the planning, programming, and implementation of various activities and the establishment and operation of facilities that may be necessary and appropriate in order to accomplish the goals and objectives of the CITIES and COUNTY in complying with the Integrated Waste Management Plan and other adopted plans and regulations; and

WHEREAS, this agreement is intended to define, delineate, and provide for adequate and appropriate funding mechanisms in support of solid waste, recycling, composting, household hazardous waste, educational, market development and administrative activities of the Authority.

NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:

1. The purpose of this agreement is to provide for the dedication to the Authority payment of the Surcharges collected at landfills within any CITY or the COUNTY in support of the integrated waste management programs for the planning and implementation of solid waste, recycling, composting, household hazardous waste, education, market development and other activities authorized in accordance with the Joint Powers Agreement.

2. The funding of the costs for consultant contracts; required state mandated planning, Source Reduction and Recycling Element programs, Household Hazardous Waste Element programs, Authority staff, and other materials or efforts as approved by the Authority, shall be generated by the CITIES and COUNTY adopting the necessary ordinances, regulations, laws and resolutions to impose tipping fee surcharges at landfills. During the term of this Agreement, the Authority may recommend to any City and the County that the amount of tipping fee surcharges be increased or decreased.

3. The CITIES and COUNTY shall collect and deposit with the Auditor/Controller tipping fees collected pursuant to Paragraph 2 above. The Auditor/Controller, pursuant to the Joint Powers Agreement and this MOA, shall deposit the existing AB 939 Trust Fund tipping fees and other monies received on behalf of the Authority, into a trust fund (hereafter referred to as the "Solid Waste Authority Trust Fund"). These monies will be maintained in the Solid Waste Authority Trust Fund by the Auditor/Controller and transferred to the Authority's budget and operating accounts upon direction of the Authority after adoption of the Authority's budget.

4. Any additional costs for work tasks beyond those specifically set forth in a budget and work program approved by the Authority shall be the responsibility of the CITY or COUNTY requesting such additional services and shall be borne by the CITY or COUNTY electing to have such work tasks performed.

5. This Agreement supersedes and replaces in its entirety the *Memorandum of Agreement Among the County of San Luis Obispo and the Cities of Arroyo Grande, Atascadero, Grover City, El Paso de Robles, Morro Bay, Pismo Beach, and San Luis Obispo for Preparation of County and City Source Reduction and Recycling Elements, and the Countywide Integrated Waste Management Plan* dated October 3, 1990.

6. No party to this agreement may assign, transfer, delegate or sublet any interest herein.

7. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

8. This agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year indicated below and the Agreement will be effective as to said parties on the date approved and signed by four CITIES and the COUNTY member jurisdictions.

CITY OF ARROYO GRANDE

By: Matthew Peterzell
Mayor

Date: 5-10-94

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: _____
Mayor

Date: _____

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 20, 1994

CITY OF MORRO BAY

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: JUNE 20, 1994

CITY OF GROVER BEACH

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF MORRO BAY

By: William Galt
Mayor
Bridgett Davis
Clerk

Date: May 9, 1994

Resolution No. 40-94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

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 Bette
Mayor

Shaion Jones
Clerk

Date: 5-3-94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Kathleen M. Seinhamer
City Attorney

Dated: 5/3/94

CITY OF SAN LUIS OBISPO

By: Peg Pinard
Mayor Peg Pinard

Diane R. Gladwell
Clerk Diane R. Gladwell

11/25/94 Spoke w/Janie @ City Clerk's (SW) office and she said only 1 orig sign page & it is with orig S.P.A.

Date:

Age:

Madelyn

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Jeffrey 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: _____

11/25/94

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Date: _____

Clerk

Agreement No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: Wendy Delany
Chairperson

Date: JUN 07 1994

FRANCIS M. COONEY

Resolution No: _____

Clerk
By: Vicki M. Shelby
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: [Signature]
Deputy County Counsel

Dated: 5/26/94