

**Third Amended
JOINT EXERCISE OF POWERS AGREEMENT**



CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

ARTICLE 1: PURPOSE

- A. Purpose of Agreement: It is the purpose of this Agreement to establish, pursuant to the Joint Exercise of Powers Act, a public entity separate from each of the agencies. This public entity is to be known as the Central Contra Costa Solid Waste Authority, hereinafter referred to as the "CCCSWA".
- B. Purpose of CCCSWA: The purpose of the CCCSWA shall be to exercise certain powers set forth below, in a manner which will (1) assure the citizens of the Member Agencies that certain solid waste transfer station(s), regional resource recovery facility(ies), recycling facility(ies), household hazardous waste facility(ies), and/or landfill(s) and related programs will be operated in the most cost effective manner possible consistent with the proper concern for the environment; and (2) allow for the public ownership and/or management of said facilities; and (3) allow for certain or all of the Member Agencies to participate in individual or joint efforts concerning issuing Requests for Proposals and entering into contracts for franchising of solid waste collection, handling and disposal, including green waste and recyclables; and (4) allow for such other joint efforts concerning the handling and disposal of the solid waste stream as may be beneficial to constituents of the Member Agencies.
- C. Members of CCCSWA: This Agreement was entered into as of September 11, 1990 by and between the cities of Walnut Creek and San Ramon and the Central Contra Costa Sanitary District (hereinafter "Initial Members"), as individual public entities which mutually promise and agree as hereinafter set forth. Membership in the CCCSWA is open to any public entity that is authorized to franchise the collection or handling of solid waste in Central Contra Costa County and does so franchise or delegate the authority to franchise to the CCCSWA. Membership in the CCCSWA is granted upon a two-thirds (2/3) vote of all members of the CCCSWA Board, as then constituted, approving the application for membership, and upon compliance with the terms and conditions of membership set forth by the Board and/or in force at that time.

For purposes of this Agreement "solid waste handling" or "handling" shall be as defined pursuant to California Public Resources Code Section 40195, and is to include collection, recycling, transportation, storage, transfer, or processing of solid wastes.

- D. Jurisdictional Boundaries of CCCSWA: The jurisdictional boundaries of the CCCSWA shall include the jurisdictional boundaries of the CCCSWA's respective Member Agencies as set forth in, and as limited by, the Service Area Map for the CCCSWA, attached hereto as Exhibit 1. The CCCSWA boundaries may change as a result of: (1) annexations by member agencies; (2) formal requests by the County Board of Supervisors to include additional unincorporated areas into the CCCSWA's service area as approved by the CCCSWA Board, and (3) changes in CCCSWA membership. Therefore, the map attached as Exhibit 1 may require revision from time to time.
- E. Apportionment of Expenses: It is the intention of the CCCSWA to collect revenues to cover the costs of CCCSWA operations. To the extent that the CCCSWA regulates the operation of transfer facilities, reclamation facilities, recycling facilities, household hazardous waste facilities, landfill facilities and/or other facilities, the CCCSWA may recover a portion or all its costs of operation through facility fees and through such other fees as the CCCSWA may lawfully impose. The CCCSWA may, in addition or alternatively, recover its costs of operation through administration of franchise agreements granted by the CCCSWA, including franchise fees and through the collection of other fees as may be provided for in the various franchise agreements. Such CCCSWA costs of operation may, in addition, be recovered through franchise fees or other fees lawfully imposed by or on behalf of the CCCSWA through its Member Agencies with regard to the CCCSWA's solid waste management activities.

To the extent that operating expenses exceed revenues during any period, including the initial start-up period of the CCCSWA, the Member Agencies shall be responsible for providing the requisite funds to the CCCSWA to ensure that such expenses are met in the proportion that the total tonnage of solid waste collected within the jurisdiction of each agency bears to the total tonnage of solid waste collected within the jurisdiction of all members of the CCCSWA. Solid waste collected from areas of a Member Agency located outside of the jurisdictional boundaries of the CCCSWA are not included in these calculations. Each Member Agency's contribution to such expenses is dependent upon such Member Agency's governing body's yearly approval of such contribution, provided, however, that if such Member Agency's governing body does not approve such contribution, such Member Agency may be expelled.

It is the intent of this Agreement that monies and Membership Fees advanced to the CCCSWA by individual Member Agencies to cover CCCSWA costs of operation, including costs of establishing the CCCSWA, are to be reimbursed to said Member Agencies. Such reimbursement of funds shall be collected through the fee structures set forth above. Such reimbursement shall be authorized to the extent that it does not impair necessary working capital or the ability of the CCCSWA to repay any bond or other debt obligations.

Notwithstanding the above provisions, where two or more Member Agencies have dual or overlapping authority to franchise solid waste handling within any portion of the CCCSWA's jurisdictional boundaries, the total solid waste collected within said dual or duplicative jurisdictional boundaries shall only be counted toward or included within the total tonnage

of the Member Agency actually delegating to the CCCSWA the authority to franchise solid waste handling for the area or areas involved.

ARTICLE 2: POWERS OF THE CCCSWA

A. General Powers:

1. The CCCSWA shall have all powers common to its Member Agencies, and such general powers shall further include, but not necessarily be limited to the following:

- a) To advise the Member Agencies on issues related to solid waste handling and disposal;
- b) To advocate the interests of the Member Agencies related to solid waste management issues with local, state and federal officials;
- c) To plan for transfer station(s), resource recovery facility(ies), recycling facility(ies), household hazardous waste facility(ies), landfill(s), and other solid waste facility(ies) and programs, and/or any related closure and post-closure thereof;
- d) To develop transfer station(s), resource recovery facility(ies), recycling facility(ies), household hazardous waste facility(ies), landfill(s), any other solid waste facility(ies) and program(s) and/or any related closure and post-closure thereof;
- e) To acquire and/or operate and/or contract for the operation of transfer station(s), resource recovery facility(ies), recycling facility(ies), household hazardous waste facility(ies), landfill(s) and other solid waste facility(ies) program(s) and/or any related closure and post-closure thereof;
- f) To regulate rates of transfer station(s), resource recovery facility(ies), recycling facility(ies), household hazardous waste facility(ies) and landfill(s);
- g) To issue Requests for Proposals and enter into agreements to franchise for the handling and/or disposal of solid waste, green waste, and recyclables;
- h) To provide any or all of the solid waste handling and/or disposal services, green waste and recycling services as set forth herein to other public agencies not members of the CCCSWA, including issuing Requests for Proposals and entering into agreements with and on behalf of these other public agencies concerning, but not limited to, the administration and/or regulation of rates, rate setting, franchising and provision of any other solid waste services deemed reasonable or necessary by the CCCSWA Board;

- i) To advise on matters of solid waste handling and disposal rates and charges;
- j) To advise public entities as to market conditions affecting the marketability of recyclable commodities;
- k) To market and sell recyclable commodities; and
- l) To conduct joint studies and/or institute joint programs as may be required by law or are appropriate regarding solid waste handling and disposal including, but not limited to, such efforts as may be required regarding reduction of the waste stream disposed at landfills.

2. Notwithstanding the provisions of this Agreement, each Member Agency retains its own existing authority to franchise solid waste handling and disposal services and landfills within its own jurisdictional boundaries. Any Member Agency may elect to delegate to the CCCSWA such rights with respect to solid waste handling and disposal and upon such terms and conditions as the CCCSWA may agree. Nothing in this Agreement is intended to or does provide authority for the CCCSWA to regulate the Acme Landfill, Keller Canyon Landfill, or any transfer station located at the Acme Landfill, or any of their respective operations.

3. The CCCSWA's exercise of the above general powers shall only affect those portions of the Member Agencies lying within the jurisdictional boundaries of the CCCSWA as set forth in the Map, Exhibit 1 hereto. This provision is not intended to limit the scope of Article 2(A)(1)(h).

B. Specific Powers: In carrying out its general powers, the CCCSWA is hereby authorized to perform all acts necessary or proper for the exercise of said powers which may include, but are not limited to, the following:

- 1. To make and enter into contracts and to issue Requests for Proposals;
- 2. To apply for and accept grants, advances and contributions;
- 3. To employ or contract for the services of agents, employees, consultants and such other persons or entities as it deems necessary;
- 4. To conduct studies;
- 5. To review the Contra Costa Integrated Waste Management Plan and other such public planning documents as may be developed, and recommend revisions or amendments thereto;
- 6. To acquire, construct, manage, maintain, operate and control any buildings, works or improvements;
- 7. To acquire, hold or dispose of property;

8. To acquire by condemnation proceedings such real and/or personal property and/or rights of way as in the judgment of the CCCSWA are necessary or proper to the exercise of its powers;
9. To incur debts, liabilities or obligations subject to limitations herein set forth;
10. To levy and collect fees and charges to the extent permitted by law;
11. To assess and collect, subject to Article 5, Section A and Article 1, Section E, of both Initial Members and future agency members, fees for membership in the CCCSWA, so as to provide moneys for the financing of its activities, operations, and expansion which are not adequately funded by the revenues collected for services provided by the CCCSWA;
12. To issue bonds, subject to the provisions and limitations of the laws of the State of California; and
13. To adopt annually, by July 1 of each fiscal year, a budget setting forth all administrative, operational and capital expenses for the CCCSWA, together with the apportionment of such expenses by levy against each Member Agency to the extent necessary, subject to Article 1, Section E.

ARTICLE 3: ORGANIZATION OF CCCSWA

- A. **Board of Directors:** The CCCSWA shall be governed by a Board of Directors, hereinafter "Board", which shall exercise all powers on behalf of the CCCSWA. The Board shall have the authority to carry out all duties and functions within the power of the Joint Exercise of Powers Agreement.

The Board shall be composed of two (2) representatives from each CCCSWA agency, who shall be elected members of such agency's governing body. Each member representative shall have the right to vote on each issue pending before the Board. The term of Board membership is unlimited except as a Member Agency may provide for its own representatives; however, as to such member representatives, such term shall automatically expire when the representative is no longer an elected officer of the agency that he or she represents on the Board.

- B. **Duties of the Board of Directors:** The Board shall perform all acts necessary or proper to carry out the purposes of this Agreement and to execute the General and Specific Powers of the CCCSWA, which acts include but are not limited to the following:
1. Conduct Board meetings pursuant to a schedule adopted by the Board;
 2. Consider, modify and approve the annual work program and budget;

3. Levy, fix, set and/or impose fees, assessments and charges to the extent permitted by law and by this Agreement;
 4. Authorize, review and accept reports and studies;
 5. Review, recommend, approve and/or regulate rates for services provided by the CCCSWA or over which the CCCSWA has regulatory power through contract or otherwise;
 6. Recommend action to Member Agencies and other public bodies on:
 - a) The Contra Costa County Integrated Waste Management plan and any other such public planning documents as may be developed and revisions or amendments thereof; and
 - b) The planning, financing, development and operation of CCCSWA activities;
 7. Accept agencies as subsequent parties to the Agreement and members of the CCCSWA, and their representative as Board members;
 8. Authorize the hiring and/or engagement of CCCSWA staff;
 9. The Board may, from time to time, declare one of the Member Agencies as the lead agency for specific purposes as may be set forth by the Board or for the general purpose of staffing the CCCSWA and carrying out the CCCSWA's functions. At the time said Member Agency is appointed as a lead agency, the Board shall determine whether the member is to bear the costs of such lead agency activity or be reimbursed therefor. The CCCSWA, in any event, shall reimburse agency members for personnel costs associated with the staffing of the CCCSWA with Member Agency personnel;
 10. Establish committees to carry out CCCSWA purposes, and appoint committee members from the CCCSWA Board, the legislative bodies or administration of Member Agencies, CCCSWA staff, and/or staff of the Member Agencies. The CCCSWA shall reimburse agency members for personnel costs associated with the staffing of committees with Member Agency personnel;
 11. Delegate duties to CCCSWA or Board staff and/or members, appointed committees and committee members, the City Councils and/or staff, or the County Board of Supervisors and/or staff.
- C. Voting Requirements: All actions of the Board may be undertaken by a majority vote of the Board members present, provided a quorum exists, except for such Board actions requiring a two-thirds (2/3) vote as may otherwise be set forth herein. Each Board member shall have one vote.

- D. Board of Directors Members: Upon execution of this Agreement, the governing body of each agency shall, by resolution, appoint two (2) member/representatives to serve as members of the Board in conformity with the requirements of Article 3, Section A.
- E. Subsequent CCCSWA Members: Any agency which has the authority to franchise solid waste collection in Central Contra Costa County, and franchises the same or delegates such authority to franchise to the CCCSWA (including cities incorporated and districts formed after the effective date of this Agreement, and including the County), may become members of the CCCSWA. Its representatives may become voting members of the Board by: (1) presenting an adopted resolution to the Board which includes a request to become a member of the CCCSWA, (2) receiving a two-thirds (2/3) vote of all members of the Board to accept the new member, and (3) by payment of any charges and execution of all documents as may be required by the Board. Such charges may include such items as compensation to the existing CCCSWA members for previously expended costs in furtherance of CCCSWA purposes, including staffing expenses, capital expenses, financing expenses, and assessments for losses in prior CCCSWA operations. These examples are purely illustrative, however, and are not intended to limit the power of the CCCSWA or the Board to fix whatever buy-in, capitalization or other equalization charges deemed necessary or proper. Payment of such charges may be made in any manner deemed necessary or proper by the Board, including, but not limited to cash payment, a differential rate structure at CCCSWA facilities, future capital contributions, surcharges or by other plan which might include appropriate security.
- F. Board Officers: The Board shall by a majority vote elect from its members a Chairperson and a Vice Chairperson. The Chairperson and Vice Chairperson shall have one-year terms and may be re-elected so as to serve a maximum of two (2) consecutive one-year terms, unless the Board unanimously approves additional consecutive term(s) as to a particular Chairperson or Vice Chairperson. The Chairperson shall preside over all meetings according to the Rules and Procedures adopted by the Board. The Board Chairperson shall represent the CCCSWA and execute any contracts and other documents when required by the Rules and Procedures.
- G. Board Rules: The Board is empowered to establish its own Rules and Procedures to the extent those rules are not inconsistent with the laws of the State of California governing the operations of this CCCSWA.
- H. Meetings of the Board:
1. Regular Meetings: The Board shall hold scheduled public meetings at a location selected by the Board.
 2. Special Meetings: Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.
 3. Notice of Meetings: All meetings of the Board shall be held subject to the current provisions of the Ralph M. Brown Act, being Sections 54950 et seq. of the California

Government Code, and other applicable laws of the State of California requiring public meetings.

4. Minutes: The Board Chairperson shall cause minutes of all meetings to be kept and shall, as soon as possible after such meeting, cause a copy of the minutes to be forwarded to each member of the Board.
- I. Staffing: Each of the Member Agencies shall use its best efforts to provide staff to the CCCSWA as may be necessary initially for the CCCSWA to execute its powers and duties and as may be required by the Board thereafter. Staff may be drawn from Member Agencies or agency staff. Additionally, the CCCSWA may contract with or employ entities and/or individuals not associated with Member Agency staff, as permitted by Article 2, Section B.3.
- J. Officers: The Board has the power to appoint as staff to the Board the following officers:
 1. Executive Director: There may be an Executive Director appointed who will serve as the chief executive officer of the CCCSWA. He or she shall be responsible to the Board for the management and administration of all CCCSWA affairs pursuant to the Board's direction.

Until such time as the Board may determine to appoint an Executive Director who is not a staff member of a Member Agency, and for such other times as there is no Executive Director serving, the Board may appoint an interim Executive Director, who shall have such powers and duties as are set forth in this section. An interim Executive Director shall be the chief administrative officer of one of the Member Agencies, or such other agency staff member as the Board deems appropriate.
 2. Treasurer and Controller: There shall be a Treasurer and Controller to be the custodian of all CCCSWA funds, to pay demands and to make or contract for an annual audit. Such Treasurer shall be the Treasurer of one of the Member Agencies, the County Treasurer, a Certified Public Accountant or one of the CCCSWA's officers or employees as set forth in California Government Code §§6505.5 and 6505.6.
 3. Secretary: There shall be a Secretary appointed by the Executive Director who shall be responsible for the noticing of meetings and recording of minutes of meetings as required by the Brown Act and the Rules and Procedures, in addition to such other duties as the Executive Director may assign.
- K. Funds, Expenditures and Audits:

Each and every expenditure of moneys shall be authorized or approved by the Board or by a person designated by the Board to authorize expenditures. The Treasurer shall draw warrants to pay demands so authorized for payment by the Board.

Before the CCCSWA may expend any moneys or incur any financial obligation, it shall adopt a budget showing proposed expenditures for the Fiscal Year and the proposed means

of financing such expenditures. The budget shall be for the ensuing Fiscal Year, beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.

The Board shall periodically cause an audit to be performed with regard to the financial operations of the CCCSWA.

ARTICLE 4: TERMS OF AGREEMENT

- A. Effective Date: This Agreement shall become effective on the date of its execution by all the agencies identified as Initial Members in Article 1, Section C.
- B. Amendments: This Agreement may be amended by a two-thirds (2/3) vote of all members of the Board. Any such amendment shall be effective upon the date of such action.
- C. Undertaking of Specific Projects: Although it is the intent of this Agreement, and therefore the purpose of the CCCSWA, to cooperate jointly amongst the Member Agencies so as to provide the most efficient operation of solid waste facilities and most efficient means of handling and/or disposal of solid waste, green waste and recyclables on a regional basis, nothing contained in this Agreement is intended to prevent the CCCSWA from undertaking projects and agreements to provide services pursuant to separate contracts between the CCCSWA and individual Member Agencies and non-member public agencies, which projects and agreements are not intended to benefit all of the Member Agencies. The CCCSWA shall hold title to each project and to the rights and benefits of each agreement in trust for the use of the members who participate. The members who participate in a project or agreement shall indemnify and hold harmless the members who do not participate from liability of any kind resulting from, or in any way related to, the financing, construction, acquisition, operation or maintenance of such project, or resulting from or arising out of performance of such agreement.

The CCCSWA shall have the power to proceed with the final acquisition and construction of a project which is not joined in by all CCCSWA members, only when a separate project contract has been entered into which provides arrangements for obtaining funds sufficient to pay for all costs of such project.

- D. Withdrawal:
 - 1. Any Member Agency, upon written notice given by January 1 of any year to the Chairperson of the Board of Directors, and to all other Member Agencies, may withdraw from the CCCSWA effective no earlier than July 1 of that year; provided, however, that the withdrawal of such Member Agency shall not terminate such Member Agency's responsibility under any obligation of such Member Agency or the CCCSWA or any action taken in connection therewith, and further provided that the withdrawing agency shall pay to the CCCSWA on the effective date of withdrawal, all money owing to the CCCSWA, and as to those capital expenditures that the withdrawing agency has agreed to participate in by contract or otherwise, its share of

such capital expenditures. Such financial obligations of such withdrawing agency may be assumed by another entity upon a two-thirds (2/3) vote of the Board, absent the participation of the representative of the withdrawing agency.

2. Notwithstanding subsection (a) above, a member shall not be permitted to withdraw from the CCCSWA unless the Board determines by majority vote, absent the participation of the representative of the withdrawing agency, that as of the effective date of withdrawal the CCCSWA will have a waste stream sufficient to meet all CCCSWA operating expenses and obligations outstanding as of the effective date of withdrawal, whether capital, operational, maintenance- related or otherwise, and to ensure that all CCCSWA operations will not be adversely affected to a material extent by the withdrawal of the withdrawing member.
 3. Notwithstanding subsections a and b, above, any Member Agencies, regardless of whether it withdraws from CCCSWA membership, may at any time, for any reason, upon thirty (30) days prior written notice to the chairperson of the Board of Directors, terminate the delegation of authority from said Member Agency granting the CCCSWA the right to franchise on behalf of said Member Agency. As of the effective date of termination of said delegation of franchise authority, said Member Agency shall no longer be a party subject to any franchise agreement entered into on its behalf by the CCCSWA. Said Member Agency agrees, however, to accept an assignment of all rights and obligations under each said franchise agreement entered into on its behalf by the CCCSWA with respect to those portions of the service area of each franchise agreement located within the jurisdictional boundaries of said Member Agency. Said Member Agency further agrees to administer such partially assigned franchise agreements in good faith, pursuant to the terms of each said franchise agreement, for the balance of their respective terms. Nothing contained herein limits the right of said Member Agency and any of said franchisees from subsequently agreeing to amend said partially assigned franchise agreements.
 4. The withdrawing agency shall also continue to be liable for its share of CCCSWA obligations, including, but not limited to, operations costs and the General Budget, until the effective date of its withdrawal.
- E. Expulsion of Member: The Board may, by a two-thirds (2/3) vote of the Board members, terminate a Member Agency's membership in the CCCSWA for a material breach of this Agreement after six (6) months' notice to such Member Agency. A Member Agency so expelled shall be responsible for capital expenditures and non-capital obligations of the CCCSWA as set forth in Article 4, Section D above. Further, a Member Agency so expelled shall have the rights as set forth in Article 4, Section D.3. with respect to termination of its delegation of franchising authority and partial assignment of the franchise agreements.
- F. Reinstatement: An agency, subsequent to its withdrawal, or subsequent to expulsion, may seek reinstatement as a Member of the CCCSWA. Application for reinstatement shall be made in writing to the Board. An agency shall be reinstated upon a two-thirds (2/3) vote of

all members of the Board as then constituted. The Board may require an agency seeking reinstatement to meet any terms and conditions which the Board deems appropriate.

- G. Division of Property and Obligations on Dissolution: Upon dissolution of the CCCSWA as a legal entity, all debts and obligations of the CCCSWA, including all bonded indebtedness, shall be paid, and the remaining property of the CCCSWA shall be divided in proportion to the contributions made among all of the agencies who are parties to this Agreement at the time of its dissolution.
- H. Flow Control: With regard to any flow control rights that Member Agencies may have with respect to any solid waste, Member Agencies shall not exercise such flow control rights for solid waste collected within the CCCSWA's jurisdictional boundaries in any manner inconsistent with the terms of any CCCSWA franchise or other contractual agreements.

To the extent that Member Agencies may now, or in the future, have the authority to exercise flow control for the said waste stream collected within their jurisdictional boundaries, the CCCSWA shall, on entering into a contract or franchise concerning collection, transfer and disposal of solid waste, be deemed to have the authority to exercise such flow control rights for the solid waste within the jurisdictional boundaries of the CCCSWA under the terms of this Agreement.

Nothing herein is intended in any manner to constitute an exercise of flow control by the CCCSWA or its Member Agencies. The intent of this Agreement is to provide recognition of the respective roles of the CCCSWA and its Member Agencies with respect to solid waste flow control issues. Moreover, this Agreement shall be interpreted to be limited by existing and developing law on issues of flow control and interstate commerce.

- I. Acceptance of Waste Stream: The CCCSWA shall accept the waste stream of any Member Agency, whether delivered for solid waste handling by the Member Agency or by a franchisee of the CCCSWA or Member Agency, to the extent the CCCSWA owns or operates solid waste handling facilities designed and constructed to accommodate the waste stream from the affected Member Agency and the facility or facilities have adequate capacity to serve the Member Agency's entire need. The CCCSWA shall attempt to acquire, construct and/or operate CCCSWA facilities in such a manner as to best accommodate the solid waste handling needs of all Member Agencies.
- J. Funding From Member Agencies: Subject to Article 1, Section E, each Member Agency shall provide its share of the CCCSWA's general budgetary obligation.
- K. Liability: The tort liability of the CCCSWA, all members of the Board, and all officers and employees of said CCCSWA shall be controlled by the provisions of Division 3.6 of Title I of the Government Code of the State of California. Any tort and contractual liability incurred by or imposed upon the "CCCSWA" shall remain the sole liability of the CCCSWA rather than the liability of the Member Agencies, to the full extent such allocation of liability is permitted by law. The provisions of said Division relating to the indemnification of public employees and the defense of actions against them arising out of any act or omission

occurring within the scope of their employment shall apply to all CCCSWA directors, officers and employees. Notwithstanding the specific terms of this section, the CCCSWA and the Member Agencies shall retain the power to allocate liability between the CCCSWA and the Member Agencies, or among the Member Agencies, in a manner other than as set forth above pursuant to written agreement or to do the same for specific projects or undertakings of the CCCSWA.

To the extent that any liability of the CCCSWA, whether based on contract, tort or otherwise, passes through to a Member Agency, or Member Agencies, said liability shall be apportioned based upon principals of fault. If, for any reason, apportionment between Member Agencies cannot be based upon fault under the circumstances involved, then apportionment shall be based upon that proportion that the total tonnage of solid waste collected within the jurisdiction of each Member Agency bears to the total tonnage of solid waste collected within the jurisdiction of all members of the CCCSWA as more fully described in Article 1, Section E.

- L. Indemnity: The CCCSWA shall indemnify, defend (at the CCCSWA's sole expense), and hold harmless the Member Agencies, their respective officers, directors, employees, and agents from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding, or suit of any and every kind and description (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising as the sole result of the Member Agency or Agencies' status as members of the Joint Powers Authority, i.e. liability of the Member Agency is derivative only. The CCCSWA's duty to indemnify, hold harmless and defend shall survive the expiration or earlier termination of this Agreement.
- M. Insurance: Each Member Agency and its respective officers, directors and employees shall be named as additional insured to the same extent and degree that the CCCSWA and its officers, directors and employees are named as additional insureds with respect to any insurance as required by the CCCSWA pursuant to the terms of any contract or franchise agreement entered into by any other party with the CCCSWA.
- N. Term and Termination: This Agreement shall continue in force until terminated as specified by this section. This Agreement may be terminated at the end of any Fiscal Year by consent of all Member Agencies; however, this Agreement and the CCCSWA shall continue to exist for the purpose of disposing of all claims, the distribution of assets, and any other functions necessary to conclude the affairs of the CCCSWA. Upon termination, payment of the obligations and division of the property of the CCCSWA shall be conducted pursuant to Section G of this Article.

ARTICLE 5: PROJECT FINANCING

- A. Separate Contracts: Financing of specific capital projects, such as the acquisition or construction of solid waste facilities by the CCCSWA, shall be subject to separate contracts between the CCCSWA and Member Agencies which intend to participate in the specific

facility. The contracts shall set forth each agency's responsibility for capital expenditures and operating expenses, as well as such other terms as may be appropriate.

- B. Debt: The CCCSWA may issue or cause to be issued bond and other indebtedness, and pledge any property and/or revenues as security to the extent permitted by law. Any and all debts, liabilities, and obligations incurred by or imposed upon the CCCSWA shall be the debts, liabilities, and obligations solely of the CCCSWA, rather than the debts, liabilities, and obligations of the individual Member Agencies.
- C. Financial Contribution: For agencies joining the CCCSWA after the effective date of this Agreement, the Board shall determine such agencies' proportionate financial contribution, which is due upon joining the CCCSWA.
- D. Funding: It is intended that the liabilities of the CCCSWA, to the fullest extent possible, are funded by revenues generated by facility operations or through solid waste fees and franchise fees based on services provided by CCCSWA or pursuant to CCCSWA direction or regulation.

ARTICLE 6: EXERCISE OF CCCSWA'S POWERS

This Agreement is entered into under the provisions of Article 1 of Chapter 5, Division 7, Title One of the Government Code concerning Joint Powers Agreements. As to those powers vested in the CCCSWA pursuant to Section 6508 of the Government Code, they shall be exercised in the same manner and subject to the same restrictions as those applicable to a general law city pursuant to statutes and laws of the State of California.

ARTICLE 7: OBLIGATIONS OF CCCSWA

Any and all debts, liabilities, and obligations incurred by or imposed upon the CCCSWA shall be the debts, liabilities, and obligations solely of the CCCSWA and no capital or administration debt, liability, or obligation shall thereby be imposed upon any party to this Agreement or the collective parties hereto; except as may be required by law and then only pursuant to the provisions of Article 4.K. herein.

PASSED AND ADOPTED this 22nd day of July, 1999 by the following vote:

AYES: Members: Abrams, Connors, Hicks, Horn, Rainey, Shimansky,
Tatzin, Vaughn, Waldo

NOES: Members: None

ABSENT: Members: Gerber, Hawkins, Uilkema



Chair of the Board of Directors
Central Contra Costa Solid Waste Authority

COUNTERSIGNED:



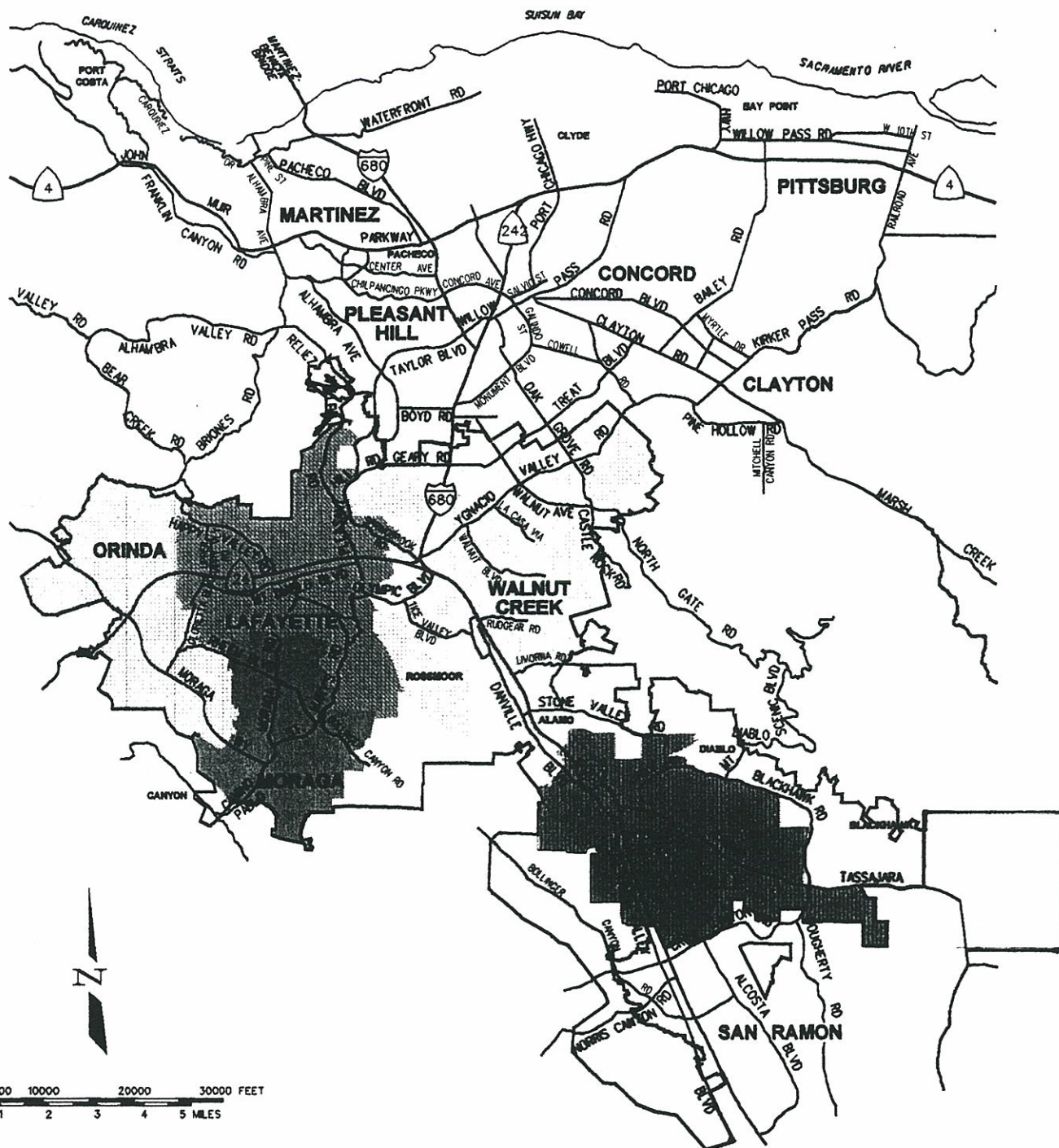
Sheri Johanson, Secretary to the Board
Central Contra Costa Solid Waste Authority

APPROVED AS TO FORM:



Kenton L. Alm, Counsel to the
Central Contra Costa Solid Waste Authority

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY SERVICE AREA



SERVICE AREA INCLUDES THE CITIES/TOWNS OF DANVILLE, LAFAYETTE, MORAGA, ORINDA, WALNUT CREEK AND THE SURROUNDING UNINCORPORATED CENTRAL COUNTY AREAS INCLUDING ALAMO AND BLACKHAWK EXCLUDING CANYON

DISCLAIMER: This map shows generalized boundaries drawn according to information provided to CCCSD and CCPWD prior to the published date. Discrepancies should be resolved with the appropriate agency and sent to CCCSD and CCPWD to be included in the next edition of this map.

GIS DISCLAIMER: No geographic information system program software was used to produce this map.

Published Date : Sept 23, 1997

PREPARED BY:
CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
COMPUTER SERVICES - MAPPING SCIENCES SECTION
255 GLACIER DRIVE
MARTINEZ, CALIFORNIA 94553

