

1 REGIONAL WASTE MANAGEMENT AUTHORITY
2 AMENDED REGIONAL AGENCY FORMATION AGREEMENT
3

4 THIS AMENDED REGIONAL AGENCY FORMATION AGREEMENT
5 (“Agreement”) is made and entered into with an effective date of November 1, 2021, by
6 and between the COUNTY OF SUTTER and the COUNTY OF YUBA, political
7 subdivisions of the State of California, and the CITY OF LIVE OAK, the CITY OF
8 MARYSVILLE, the CITY OF WHEATLAND, and the CITY OF YUBA CITY, municipal
9 corporations, referred to hereinafter as "Sutter County", "Yuba County", "Live Oak",
10 "Marysville", "Wheatland", and "Yuba City", and which agencies are generally referred to
11 herein as “Party(ies)” or “Member Agency(ies)”.

12
13 RECITALS

14 WHEREAS, the foregoing Parties to this Agreement have the common power to
15 provide waste management services including the storage, collection, recycling and
16 disposal of solid wastes within their respective jurisdictions; and,

17 WHEREAS, the term “Authority” as used herein shall mean and refer to the
18 Regional Waste Management Authority established and created as a separate legal entity
19 by the Parties to this Agreement to provide solid waste services to said Parties pursuant to
20 the terms of that Joint Powers Agreement dated July 1, 1990, as amended July 1, 1994,
21 July 1, 2001 and November 1, 2021; and,

22 WHEREAS, California Public Resources Code (PRC) Section 40970 et seq. allows
23 cities and counties to form REGIONAL AGENCIES to implement PRC Division 30, Part
24 2. Integrated Waste Management Plans, in order to reduce the cost of reporting and tracking
25 of disposal and diversion programs by individual cities and counties and to increase the
26 diversion of solid waste from disposal facilities; and,

1 WHEREAS, the Parties hereto entered into an agreement on May 1, 1995 as
2 amended July 1, 2001 specifically to form a Regional Agency for purposes of combining
3 disposal and diversion quantities for determining compliance with the California Integrated
4 Waste Management Act of 1989; to allow for the efficient operation of diversion programs
5 on a region-wide basis; to develop the Regional Integrated Waste Management Plan
6 including the Source Reduction and Recycling, Household Hazardous Waste, Nondisposal
7 Facility, and Regional Siting Elements and any additional elements or plans that may be
8 required; and, for the Authority, and not Sutter and Yuba Counties to serve as the agency
9 responsible for compiling the disposal information from haulers and facility operators for
10 compliance with PRC Sections 41780 and 41821.5; and,

11 WHEREAS, California Assembly Bill 901 (Gordon, Chapter 746, Statutes of 2015)
12 amended PRC Section 41821.5 modifying the reporting requirements and eliminating the
13 requirement for counties to serve as the agency responsible for compiling the disposal
14 information from haulers and facility operators for determination of compliance with PRC
15 Section 41780; and,

16 WHEREAS, the Parties hereto wish to assign responsibility for any civil penalties
17 incurred pursuant to the California Integrated Waste Management Act of 1989 to the
18 Authority, serving as the Regional Agency; and,

19 WHEREAS, this Regional Agency Formation Agreement being separate from the
20 existing Joint Powers Agreement that established the Regional Waste Management
21 Authority does not supersede or otherwise effect the existing Joint Powers Agreement as
22 it may be amended from time to time that established the Regional Waste Management
23 Authority.

1 NOW, THEREFORE, in consideration of the mutual promises and agreements
2 herein contained, the Parties hereto agree as follows:

3 1. PURPOSE OF AGREEMENT. This Agreement is made and entered into for
4 the purpose of forming a Regional Agency pursuant to California Public Resources Code
5 Section 40970 et seq., including the unincorporated areas of Sutter and Yuba Counties and
6 the areas embraced within the corporate limits of Live Oak, Marysville, Wheatland and
7 Yuba City. The Regional Agency being established for purposes of combining disposal
8 and diversion quantities for determining compliance with the California Integrated Waste
9 Management Act of 1989; to allow for the efficient operation of diversion programs on a
10 region-wide basis; to prepare, adopt and submit on behalf of the Parties hereto the Regional
11 Integrated Waste Management Plan including the Source Reduction and Recycling,
12 Household Hazardous Waste, Nondisposal Facility, and Regional Siting Elements and any
13 additional elements or plans that may be required including any amendments or revisions
14 thereto; and, to assign responsibility for any civil penalties incurred pursuant to the
15 California Integrated Waste Management Act of 1989 to the Authority, serving as the
16 Regional Agency.

17 2. MUTUAL BENEFIT. The Parties hereby agree that this Agreement is made
18 and entered into for the mutual benefit of all Member Agencies and as such each Party
19 agrees to grant to all other Parties to this Agreement, and the residents and businesses
20 thereof, reasonable access to any existing or future waste facilities located within the
21 collective boundaries of the Member Agencies. No Party to this Agreement may exact any
22 tax, fee, surcharge or other payment from any one or more Parties, or the residents and
23 businesses thereof, to this Agreement that is not required of all Parties or the residents and
24 businesses thereof.

25 3. RELATIONSHIP TO THE REGIONAL WASTE MANAGEMENT
26 AUTHORITY. The existing Regional Waste Management Authority shall also serve as

1 the Regional Agency pursuant to this Agreement. The agency previously established as
2 the Authority including provisions for the Board of Directors, terms of appointment,
3 officers, quorums, voting, and by-laws shall also govern the Regional Agency. The
4 administrative offices for the Authority are currently located at 2100 B Street, Marysville,
5 California, 95901.

6 4. RELATIONSHIP TO THE EXISTING JOINT POWERS AGREEMENT
7 THAT ESTABLISHED THE REGIONAL WASTE MANAGEMENT AUTHORITY.

8 This Agreement is separate from the existing Joint Powers Agreement that established the
9 Regional Waste Management Authority and does not supersede or otherwise affect the
10 existing Joint Powers Agreement that established the Regional Waste Management
11 Authority. Provisions of the existing Joint Powers Agreement that established the Regional
12 Waste Management Authority may support the development and management of programs
13 implemented pursuant to this Agreement.

14 5. PAYMENT OF CIVIL PENALTIES IMPOSED BY THE CALIFORNIA
15 DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY. The Parties hereby
16 agree that the responsibility for any civil penalties incurred pursuant to the California
17 Integrated Waste Management Act of 1989 shall be assigned to the Authority, serving as
18 the Regional Agency. The Parties hereby authorize the Authority to allocate responsibility
19 to the Member Agencies based on relative population of each jurisdiction for the year in
20 which the civil penalties are incurred and based on the Official State Population Estimates
21 for California Cities and Counties published annually by the California Department of
22 Finance, Demographic Research Unit. Each Member Agency shall pay its proportionate
23 share within thirty (30) days of receipt of an invoice from the Authority.

24 6. DUTIES AND RESPONSIBILITIES OF THE AUTHORITY. The Authority
25 will be responsible for preparation, adoption and submittal of the Regional Integrated
26 Waste Management Plan including the Source Reduction and Recycling, Household

1 Hazardous Waste, Nondisposal Facility, and Regional Siting Elements and any additional
2 elements or plans that may be required including any amendments or revisions thereto.

3 7. DUTIES AND RESPONSIBILITIES OF MEMBER AGENCIES. Unless the
4 Member Agencies activate the provisions of the Regional Waste Management Authority
5 Joint Powers Agreement to grant the Regional Waste Management Authority the power
6 and authority to contract for solid waste services, the Member Agencies will be responsible
7 for funding and/or implementing programs recommended for implementation in their
8 jurisdiction as adopted in the Source Reduction and Recycling Element as it may be
9 modified or revised from time to time and for continued support of the Yuba-Sutter
10 Household Hazardous Waste Facility and associated programs as adopted in the Household
11 Hazardous Waste Element.

12 8. CONTINGENCY PLAN FOR MEMBER AGENCIES. In the event that this
13 Regional Agency Formation Agreement is terminated, the individual Member Agencies
14 will assume responsibility for any civil penalties incurred by their jurisdiction. In the event
15 that the Regional Waste Management Authority Joint Powers Agreement is terminated,
16 modified or implemented in such a way as to affect the Authority's power to require the
17 funding and/or implementation of programs for one or more Member Agencies, the
18 responsibility for program funding and/or implementation will revert to the affected
19 Member Agencies.

20 If this Agreement is terminated, the Member Agencies would continue to cooperate
21 regarding solid waste programs under the existing Joint Powers Agreement that established
22 the Regional Waste Management Authority unless it is also withdrawn. The existing Joint
23 Powers Agreement that established the Regional Waste Management Authority would
24 allow the participating jurisdictions to prepare joint Countywide Integration Waste
25 Management Plans including the Source Reduction and Recycling, Household Hazardous
26 Waste, Nondisposal Facility, and Regional Siting Elements and any additional elements or
27 plans that may be required. At the time of the first five-year revision required for these

1 planning documents following termination of this Agreement, these planning documents
2 would be converted from regional planning documents to joint planning documents in
3 which individual data and programs would have to be identified for each participating
4 jurisdiction.

5 9. DESCRIPTION OF THE SOURCE REDUCTION, RECYCLING AND
6 COMPOSTING PROGRAMS TO BE IMPLEMENTED BY THE REGIONAL
7 AGENCY. The Regional Agency will be responsible for the local adoption process for
8 the Source Reduction and Recycling Element and any other planning elements. The
9 Member Agencies comprising the Regional Agency also have the primary responsibility
10 for funding and/or implementation of the source reduction, recycling and composting
11 programs identified in the *Source Reduction and Recycling Element for the Bi-County*
12 *Region (YUBA and SUTTER COUNTIES and the CITIES of LIVE OAK, MARYSVILLE,*
13 *WHEATLAND and YUBA CITY), Final Draft*, as prepared and submitted June 1992, as it
14 may be modified or revised from time to time. If the Member Agencies activate the
15 provisions of the Regional Waste Management Authority Joint Powers Agreement to grant
16 the Regional Waste Management Authority the power and authority to contract for solid
17 waste services, then the Regional Waste Management Authority will have the primary
18 responsibility for funding and/or implementation of the source reduction, recycling and
19 composting programs.

20 10. APPROVAL OF AGREEMENT BY THE CALIFORNIA DEPARTMENT OF
21 RESOURCES RECYCLING AND RECOVERY. Pursuant to California Public Resources
22 Code Section 40975, any agreement forming a regional agency for purposes of complying
23 with the waste diversion requirements of the California Integrated Waste Management Act
24 of 1989 (commencing with CA PRC Section 41780), is required to be submitted to the
25 California Department of Resources Recycling and Recovery for review and approval.

26 11. EFFECTIVE DATE OF AGREEMENT. The effective date of this amended

1 Agreement shall commence on November 1, 2021, and shall continue until amended or
2 terminated pursuant to the terms contained herein.

3 12. AMENDMENT. This Agreement may be amended or modified at any time,
4 in a manner consistent with and in furtherance of the purposes of this Agreement with the
5 written consent of each of the Member Agencies.

6 13. WITHDRAWAL AND TERMINATION. Any Party may withdraw from this
7 Agreement effective on the termination date of any solid waste service agreement by filing
8 with the Authority a written notice to withdraw no less than two years prior to the
9 termination date of the withdrawing Party's then current solid waste service agreement. If
10 two or more of the withdrawing Parties include either Sutter County, Yuba County,
11 Marysville or Yuba City, and the effective dates of the withdrawals are within one year
12 and one day of each other, this Agreement will be considered to be terminated on the
13 effective date of such withdrawal. If less than two of the above name Parties to this
14 Agreement are among the withdrawing Parties, then this Agreement will continue in full
15 force and effect. With the written concurrence of no less than four Parties, this Agreement
16 may be terminated on the termination date of any solid waste service agreement provided
17 that written notice is provided no less than two years prior to the termination date of the
18 withdrawing Parties' then current solid waste service agreements.

19 Following termination or withdrawal from this Agreement, withdrawing Parties
20 shall remain responsible for any debts, liabilities and obligations related to civil penalties
21 imposed by the California Department of Resources Recycling and Recovery and allocated
22 pursuant to this Agreement for the time period that the withdrawing Parties were a Party to
23 this Agreement. Withdrawal from this Agreement does not cause withdrawal from the
24 existing Joint Powers Agreement that established the Regional Waste Management
25 Authority.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the dates hereinafter indicated.

Attest:

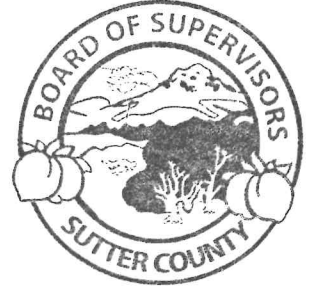
Jessie Rafner
County Clerk - Deputy

2/14/22
Date

County of Sutter

[Signature]
County Administrator

2/14/22
Date



Attest:

Rachel Ferris
Clerk of the Board of Supervisors

1-21-22
Date

County of Yuba

[Signature]
County Administrator

1-20-22
Date

Attest:

[Signature]
City Clerk

1/6/2022
Date

City of Live Oak

Amory D. Palmer
City Manager

1-6-2022
Date

Attest:

[Signature]
City Clerk

1/27/2022
Date

City of Marysville

[Signature]
City Manager

1/27/22
Date

Attest:

City of Wheatland

City Clerk



City Manager

Date

Date

1-18-2022

Attest:

City of Yuba City



City Clerk



City Manager

Date

Date

2/11/22

