

REGIONAL WASTE MANAGEMENT AUTHORITY
FOURTH AMENDED AND RESTATED JOINT POWERS AGREEMENT

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (“Agreement”) of the REGIONAL WASTE MANAGEMENT AUTHORITY is made and entered into with an effective date of November 1, 2021 by and between the COUNTY OF SUTTER and the COUNTY OF YUBA, political subdivisions of the State of California, and the CITY OF LIVE OAK, the CITY OF MARYSVILLE, the CITY OF WHEATLAND, and the CITY OF YUBA CITY, municipal corporations, referred to hereinafter as “Sutter County”, “Yuba County”, “Live Oak”, “Marysville”, “Wheatland”, and “Yuba City”, and which agencies are generally referred to herein as “Party(ies)” or “Member Agency(ies)”.

RECITALS

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

WHEREAS, the Parties to this Agreement desire to jointly address the provision of waste management services including the planning for the future provision of said services on a regional basis rather than individually; and,

WHEREAS, on July 1, 1990, a Joint Powers Agreement was entered into by the Parties to this Agreement whereby the Bi-County Integrated Waste Management Authority was established as a separate legal entity to provide solid waste services to the Parties; and,

WHEREAS, on July 1, 1994, said agreement was amended in whole to add the City of Gridley as a party to the agreement; make other minor related and unrelated changes to the

agreement; and, change the name of the agency created by this Agreement to the Regional Waste Management Authority; and,

WHEREAS, on July 1, 2001, said agreement was again amended in whole to delete the City of Gridley as a party to the agreement; to make other related and unrelated amendments to the original agreement to further refine both the terms of the original agreement and the specific powers of the Regional Waste Management Authority created by said agreement to reflect the change in membership; and, to allow for future changes in municipal solid waste planning requirements; and,

WHEREAS, the Regional Waste Management Authority has been the responsible agency for the preparation and submission of regional planning documents and annual reports and coordination of waste diversion programs pursuant to Assembly Bill 939 (Sher, 1989) (California Integrated Waste Management Act of 1989) and the corresponding regulations in Title 14 of the California Code of Regulations, Division 7, Chapter 9; and,

WHEREAS, the Regional Waste Management Authority is the owner and operator of the Yuba-Sutter Household Hazardous Waste Facility which is located on property leased from the City of Yuba City and operated by a contract operator; and,

WHEREAS, the Regional Waste Management Authority by prior agreement reimburses the Yuba County Environmental Health Department on a quarterly basis for the cost (net of grant and fee revenues) for provision of the Local Enforcement Agency; and,

WHEREAS, Senate Bill 1383 (Lara, 2016) and the corresponding regulations developed by the California Department of Resources Recycling and Recovery (CalRecycle) in Title 14, Division 7, Chapter 12 of the California Code of Regulations (Senate Bill 1383 Regulations) to implement the goals in Senate Bill 1383 to reduce statewide landfill disposal of organic waste from the 2014 level by 50 percent by 2020 and by 75 percent by 2025 and includes requirements

intended to meet the statewide goal that not less than 20 percent of edible food that is currently disposed of is recovered for human consumption by 2025; and,

WHEREAS, the Senate Bill 1383 Regulations require jurisdictions to implement an organic waste diversion program that requires the adoption of enforceable ordinances or similar enforceable mechanisms consistent with the requirements of the Senate Bill 1383 Regulations; provision of organic waste collection services to businesses and residences; provision of an edible food recovery program; education and outreach; monitoring, recordkeeping and reporting; related enforcement activities; and procurement of recovered organic waste products and recycled content paper; and,

WHEREAS, the Senate Bill 1383 Regulations require counties, in coordination with jurisdictions located with the county, to conduct infrastructure capacity planning specific to organic waste recycling capacity and edible food recovery capacity; and,

WHEREAS, Assembly Bill 1826 (Chesbro, 2014) (Recycling of Commercial Organic Waste (MORE)) was signed into law and established the requirement for jurisdictions to implement an organic waste recycling program to divert organic waste generated by multi-family housing, businesses and organizations, as specified; and,

WHEREAS, Assembly Bill 341 (Chesbro, 2011) (Recycling of Commercial Solid Waste (MCR)) was signed into law and established requirements for jurisdictions to implement a commercial solid waste recycling program designed to divert commercial solid waste from landfilling; and,

WHEREAS, CalRecycle developed regulations in Title 14, Division 7, Chapter 9.1 of the California Code of Regulations to implement the goals of the MCR law; and,

WHEREAS, the Parties expressly designate the Regional Waste Management Authority as the responsible authority to coordinate, administer and/or implement compliance with and

enforcement of Senate Bill 1383, as specified herein, on behalf of each Party hereto, with the exception of 1) implementation and enforcement requirements related to the CALGreen Code; 2) implementation and enforcement requirements related to the Model Water Efficient Landscape Ordinance provisions; 3) implementation of the Recycled Content Paper Procurement provisions; and, 4) implementation of the Procurement of Recovered Organic Waste Products requirements as specified herein; and,

WHEREAS, the Parties also expressly designate and desire for the Regional Waste Management Authority to coordinate, administer, and/or implement compliance with Assembly Bill 1826 and Assembly Bill 341 on behalf of each Party hereto; and,

WHEREAS, the Parties hereto would prefer to delegate more responsibility to the Regional Waste Management Authority through this Joint Powers Authority (JPA) Agreement to ensure compliance with Senate Bill 1383 pursuant to the statement in the Specific Purpose and Necessity of the Regulations for Senate Bill 1383 regarding Section 18981.2. Implementation Requirements of Jurisdictions, subsection (c) clarifying that “nothing in this section is intended to override the provisions of the Joint Exercise of Powers Act (Gov. Code Sections 6500 et seq.), state law governing districts (Gov. Code Sections 58000 et seq.) or be construed in any way that would alter the legal relationship (statutory, contractual or otherwise) between a city, county, or city and county and a JPA or special district. It is intended that the obligations in this chapter undertaken by a special district or a JPA will be the responsibility of the special district or JPA and those entities would be subject to any enforcement action.” Subsequent CalRecycle staff guidance asserts that, “any prior guidance notwithstanding, CalRecycle is clarifying that, in the event of non-compliance issues, any enforcement action would be against individual jurisdictions rather than the JPA. Enforcement may include the imposition of penalties for non-compliance.” Additionally, state law

contains no provisions for cities and counties to delegate full responsibility to a JPA for compliance with Assembly Bill 1826 and Assembly Bill 341.

WHEREAS, the Parties to the original Joint Powers Agreement now wish to also amend said agreement to grant the Regional Waste Management Authority the power and authority to 1) adopt and amend some or all ordinances regarding the Senate Bill 1383 regulatory compliance requirements by organic waste generators, haulers, commercial edible food generators and other subject entities; 2) provide model ordinances governing the collection of solid wastes for adoption consideration by each of the Member Agencies; 3) provide specific contract, rate structures and franchise agreement provisions and/or amendments for adoption consideration by each of the Member Agencies; 4) serve as Contract Administrator if so delegated pursuant to section 5.B.i. of this Agreement; 5) if all Parties hereto agree pursuant to sections 5.B.iii or 5.B.iv, adopt and amend all contracts, rate structures and franchise agreements for solid waste services to the extent allowed by law and as specified by this Agreement; 6) acquire, convey, construct, finance, refinance, regulate, manage, maintain and operate buildings, works and improvements for the provision of solid waste services; 7) acquire, hold, improve and convey real and personal property for the provision of solid waste services; 8) incur and discharge debts, liabilities and obligations; 9) issue securities, bonds, notes, warrants, other evidences of indebtedness and certificates of participation in Regional Waste Management Authority leases or contracts to finance costs and expenses incidental to the projects of the Regional Waste Management Authority; 10) issue revenue bonds, subject to the provisions and limitations of the laws of the State of California; 11) loan proceeds from the issuance of bonds or securities; 12) levy, fix, set and/or impose fees, assessments and charges to further the purposes of this Agreement to the extent permitted by law and by this Agreement; and, 13) apply for and execute appropriate grants or contracts of financial assistance from local, state and federal agencies.

WHEREAS, pursuant to the terms of the Regional Waste Management Authority Joint Powers Agreement, the Parties hereto wish to amend and restate the agreement dated July 1, 2001 in whole for the provision of the above waste management services.

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

1. PURPOSES OF AGREEMENT. This Agreement is made and entered into for the purposes of providing reliable, economical, integrated and environmentally sound waste management services to all of the residents, businesses and organizations of the region including the unincorporated areas of Sutter and Yuba Counties and the areas embraced within the corporate limits of Live Oak, Marysville, Wheatland and Yuba City. Such services to be provided by the REGIONAL WASTE MANAGEMENT AUTHORITY, herein after referred to as the "Authority." This amended and restated Joint Powers Agreement supersedes that certain amended Joint Powers Agreement made and entered into effective July 1, 2001. The Authority which was created by the July 1, 1990 Joint Powers Agreement shall be construed as having been in continual existence since its creation and no action previously exercised by said Authority shall be deemed to be modified, amended or otherwise affected by this Agreement except as expressly provided herein.

2. MUTUAL BENEFIT. The Parties hereby agree that this Agreement is made and entered into for the mutual benefit of all member entities and as such each Party agrees to grant to all other Parties to this Agreement, and the residents, businesses and organizations thereof, reasonable access to any existing or future waste facilities located within the collective boundaries of the Member Agencies. No Party to this Agreement may exact any tax, fee, surcharge or other payment from any one or more Parties, or the residents, businesses and

organizations thereof, to this Agreement that is not required of all Parties or the residents, businesses and organizations thereof.

3. AGENCY CREATED TO ADMINISTER AGREEMENT. The Authority has previously been designated, created, and established as the agency to administer and execute this Agreement, the composition and constitution of which shall be as follows:

A. Board of Directors. The Authority shall be governed by a six (6) member Board of Directors consisting of the following regular voting membership: One Sutter County Supervisor; one Yuba County Supervisor; one Live Oak City Council person; one Marysville City Council person; one Wheatland City Council person; and, one Yuba City City Council person with each to be appointed by their respective boards and councils. Each of the Parties to this Agreement shall designate an alternate member who shall serve in the absence of the regular member.

B. Terms of Appointment. All members of the Authority Board shall serve at the pleasure of their respective appointing bodies and vacancies will be filled by their respective member entities for which a vacancy occurs.

C. Officers. The Authority Board of Directors shall at their first meeting and annually thereafter during the first regular meeting of each calendar year select from its members a Chairperson and Vice-Chairperson. The Chairperson shall act as moderator for all Authority meetings, have no exclusive powers or authority other than the calling of special meetings, and may make and recognize motions and seconds. The Vice-Chairperson shall assume the duties of the Chairperson in the absence of the Chairperson.

D. Quorum. Attendance of the regular or alternate representative from four of the Member Agencies shall constitute a quorum for the purpose of voting on any matters which come before the Authority for action.

E. Voting. All formal acts of the Authority shall be made by motion of one of the members, duly seconded, and subject to a vote of the members in attendance at a duly called meeting of the Board. Except as otherwise provided by law or this Agreement, four affirmative votes are required for adoption or passage of any proper motion.

F. By-Laws. The Board shall cause to be prepared and shall subsequently adopt rules or by-laws to govern its activities. Said rules or by-laws shall provide for budget adoption procedures, contracting guidelines, the manner in which meetings may be called, the notice to be given therefore and such other matters as may be deemed appropriate by the Board.

G. Technical Advisory Committee. A Technical Advisory Committee comprised of the City Manager or County Executive Officer of each of the Member Agencies shall serve on the Technical Advisory Committee to advise the Authority staff and Board.

4. FUNDING. The Board of Directors is hereby authorized to fund, through whatever means and to the extent allowed by law and this Agreement, the necessary programs and activities to support the purposes of this Agreement with the restriction that no contribution shall be exacted directly from any Party to this Agreement without that Party's consent except as allowed by this Agreement. The primary funding source for the Authority shall be a surcharge duly assessed on all franchised residential, commercial and drop box solid waste collection accounts. The surcharge value shall be set by the Authority Board of Directors and shall be implemented by the Member Agencies, as necessary. Other funding sources may include revenues from fees and charges for the use of facilities owned or operated by the Authority; revenues from the sale

of recyclable materials, land, leases, and other similar sources; grant and payment program funds received from local, state or federal agencies; and, funds from the sale of securities, bonds or certificates of participation issued by the Authority to the extent allowed by law and this Agreement.

5. POWERS OF THE AUTHORITY. The Authority shall be vested with the power and authority to:

A. Exercise the common powers and obligations of the Parties hereto to adopt and amend some or all ordinances governing compliance with the Senate Bill 1383 regulatory compliance requirements by organic waste generators, haulers, commercial edible food generators and other subject entities and to provide model ordinances governing the collection of solid wastes for adoption consideration by each of the Member Agencies.

B. Exercise the common powers and obligations of the Parties hereto to provide solid waste management services including the adoption of all contracts, rate structures, and franchise agreements for solid waste services, including:

- i. Accepting the delegation of Contract Administrator by written notice from the current Contract Administrator of each Member Agencies' collection service agreement to the contractor; and,
- ii. Provision of specific contract, rate structures and franchise agreement provisions and/or amendments for adoption consideration by each of the Member Agencies; and,
- iii. If agreed to by the Member Agencies' solid waste collection service contractor, accepting the assignment of the current collection service agreements to the Authority by resolution of each of the member jurisdictions; and,

- iv. Upon expiration of the existing solid waste collection service agreements for each Member Agency or replacement thereof, to procure and/or negotiate a master collection service agreement for services in all of the Member Agencies if all Parties hereto agree by resolution of each of the Member Agencies' governing bodies.
- C. Levy, fix, set and/or impose fees, assessments and charges to further the purposes of this Agreement to the extent permitted by law and this Agreement.
- D. Acquire, convey, construct, finance, refinance, regulate, manage, maintain and operate buildings, works and improvements for the provision of solid waste services.
- E. Acquire, hold, improve and convey real and personal property for the provision of solid waste services.
- F. To incur and discharge debts, liabilities or obligations.
- G. To issue securities, bonds, notes, warrants, other evidences of indebtedness and certificates of participation in Authority leases or contracts to finance costs and expenses incidental to the projects of the Authority.
- H. Issue revenue bonds, subject to the provisions and limitations of the laws of the State of California.
- I. Loan proceeds from the issuance of bonds or securities.
- J. Apply for and execute appropriate grants or contracts of financial assistance from local, state and federal agencies either directly or on behalf of the Member Agencies.
- K. Prepare, adopt and submit on behalf of the Parties hereto the Regional Integrated Waste Management Plan including the Source Reduction and Recycling, Non-Disposal Facility, Household Hazardous Waste and the Regional Siting Elements

thereto and any additional elements or plans that may be required including any amendments or revisions thereto.

L. Prepare, adopt and submit the necessary review and status reports for the Regional Plan and the elements thereto as required by the Department of Resources Recycling and Recovery of the State of California or any successor or other State or Federal agency with jurisdiction.

M. Act as the delegate on behalf of each Party to this Agreement for compliance with certain provisions of Senate Bill 1383 (Public Resources Code sections 42652 - 42654) and the corresponding regulations in Title 14 of the California Code of Regulations, Division 7, Chapter 12 to the extent allowed by law. These delegated responsibilities, include, but are not limited to:

- i. Coordinating, administering and/or implementing certain state mandated Senate Bill 1383 programs, including, but not limited to organic waste diversion and the related requirements for education and outreach, monitoring, record keeping and reporting, and related enforcement. Such compliance shall also include conducting organic waste capacity planning, as required by law.
- ii. Coordinating with and assisting the Member Agencies with compliance with the CALGreen Code, Model Water Efficient Landscape Ordinance, recovered organic waste product procurement and recycled content paper procurement requirements of Senate Bill 1383 and compilation of associated jurisdiction reports and provision of those reports to the California Department of Resources Recycling and Recovery, as required by law. Coordination and assistance will include provision of summaries / descriptions of the regulatory requirements; model ordinances; model reporting tools; technical support; and, coordination

amongst the Member Agencies and with service providers, as necessary, relative to these provisions of Senate Bill 1383.

- iii. Coordinating, administering, and/or implementing the edible food recovery requirements of Senate Bill 1383 regulations. Such duties shall include, but are not limited to: assessment of existing capacity for edible food recovery, establishing a food recovery program, inspection of commercial edible food generators for compliance, and education and outreach to all commercial edible food generators subject to Senate Bill 1383 and any other entities or Parties required by law.
- iv. Enforcing the provisions of the ordinance(s) required by Senate Bill 1383 as adopted and/or amended by the Authority by performing compliance monitoring through route reviews, inspections, determining the applicability of waivers, determining whether violations have occurred, and issuing Notices of Violations.

These delegated responsibilities specifically do not include compliance with the CALGreen Code, Model Water Efficient Landscape Ordinance and recovered organic waste product procurement and recycled content paper procurement requirements of Senate Bill 1383 all of which remain the responsibility of each Member Agency.

N. To coordinate and/or implement on behalf of each Party to this Agreement compliance activities pursuant to Assembly Bill 341 (Public Resources Code sections 42649 - 42649.7) and the corresponding regulations in Title 14 of the California Code of Regulations, Division 7, Chapter 9.1 and with Assembly Bill 1826 (Public Resources Code sections 42649.8 - 42649.87). Such activities shall be on behalf of each Party to this Agreement to the extent allowed by law and shall include, but is not limited to: i) coordinating with solid waste service providers to identify and monitor

multi-family housing, businesses and organizations subject to these laws, provide education and outreach, notify non-compliant entities; and, ii) reporting the progress achieved in implementing the programs in the Annual Report required by Public Resources Code Section 41821, et seq.

O. Contract with one or more of the Parties to this Agreement for services as it deems necessary to effectuate the purposes of this Agreement. The Authority shall determine the schedule of charges to be made against the Authority for the services rendered by any Party providing such services under this Agreement. The charges so determined shall be a proper charge against the Authority.

P. Solicit proposals, bids, or contractual quotes from any source capable of providing services to the areas served by the Authority and to enter into contracts for such services as the Authority deems necessary to effectuate the purposes of this Agreement.

Q. Purchase, lease or rent, as appropriate, the necessary capital equipment, real property and facilities to provide the services furnished by the Authority.

R. Select and remove all officers, agents and employees of the Authority, prescribe such powers and duties for them as may not be inconsistent with law or with this Agreement, require from them security for faithful service, to fix the compensation for services rendered, and to adopt personnel rules and procedures.

S. **COMPREHENSIVE LIABILITY INSURANCE.** The Authority, being a separate public entity, may take out and maintain in full force and effect during the term of this Agreement, comprehensive liability insurance for the Authority against any and all liability in connection with the execution or administration of this Agreement. The Authority shall not be required to maintain separate policies which

are found to be unnecessary because of limited exposure, or are found to duplicate coverage already in full force and effect. The cost of said insurance shall be a proper charge against any funds administered by the Authority pursuant to this Agreement.

T. The Authority shall have those additional powers as set forth in Section 6508 of the Government Code.

6. **TREASURER AND AUDITOR.** The Authority shall select a Finance Director to act as Treasurer for the Authority and be the depository and have custody of the money of the Authority from whatever source. Said Finance Director shall provide for the strict accountability of all funds and report of all receipts and disbursements of the Authority per Section 6505 of the Government Code and have all of the duties, powers and authority set forth in Section 6505.5 of the Government Code. Said Finance Director shall have authority to draw warrants to pay demands against the Authority upon approval by said Authority. The reasonable charges for the services of the Finance Director shall be a proper charge against the Authority.

7. **OBLIGATIONS OF AGENCY.** Other than obligations that were considered and committed as specified in Section 4 above, the debts, liabilities and obligations of the Regional Waste Management Authority shall not be the debts, liabilities and obligations of the Parties to this Agreement, but instead shall be the sole responsibility of said Authority.

8. **NOTICE OF CREATION OF SEPARATE AGENCY.** As provided for in Section 6503.5 of the Government Code, the agency created by this Agreement shall, within thirty (30) days after the effective date thereof, or any amendment thereto, cause a notice of said agreement, or amendment thereto, to be prepared and filed with the Office of the Secretary of State of the State of California in full conformity with the provisions of law.

9. **DUTIES AND RESPONSIBILITIES OF MEMBER AGENCIES.** Member Agencies will be responsible for the issuance and/or adoption consideration of letters and

resolutions of support for regional grant and payment program applications as may be requested by the Authority in support of the programs recommended for implementation in the adopted Source Reduction and Recycling Element and for continued support of the Household Hazardous Waste and associated programs as adopted in the Household Hazardous Waste Element.

Member Agencies will also be responsible for adoption consideration of any ordinances or contract provisions necessary to further the purposes of this Agreement and to comply with state law. Such items may include, but are not limited to:

- i. Enforceable mandatory solid waste collection.
- ii. Expansion of the Program Areas in the unincorporated areas of Yuba and Sutter Counties.
- iii. Mandatory recycling and organic materials collection programs.
- iv. Monitoring and enforcement of the construction and demolition debris diversion requirements and provision of readily accessible areas that serve multi-family and non-residential developments as specified in the CALGreen Code which is part of the State Building Code (California Code of Regulations, Title 24, Part 11, as may be amended) and already adopted by each of the Member Agencies.
- v. Monitoring and enforcement of the California Model Water Efficient Landscape Ordinance requirements of Senate Bill 1383.
- vi. Procurement of recovered organic waste products and recycled content paper products as required by Senate Bill 1383.

10. EFFECTIVE DATE OF AGREEMENT. The effective date of this amended Joint Powers Agreement shall commence on November 1, 2021, and shall continue until amended or terminated pursuant to the terms contained herein.

11. 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 each of the Member Agencies.

12. WITHDRAWAL OF MEMBER AND AGREEMENT TERMINATION. Any Party may withdraw from the Authority effective on the termination date of any solid waste service agreement by filing with the Authority a written notice to withdraw no less than two years prior to the termination date of the withdrawing Party's then current solid waste service agreement; provided, however, that there shall be no withdrawal from or termination of the agreement if a) same would conflict with or violate the terms or conditions of any securities or revenue bonds issued by the Authority, and any related documentation; b) same would have any consequences relative to any processing and/or disposal capacity agreements entered into by the Authority; and, c) in any event until any and all revenue bond debt incurred by the Authority for the construction or acquisition of real and personal property has been fully amortized or such debt is refinanced by the Authority or other successor entity. Such withdrawal shall become effective on the termination date of the then solid waste service agreement. If two or more of the withdrawing Parties include either Sutter County, Yuba County, Marysville or Yuba City and the effective date of the withdrawals are within one year and one day of each other, this Agreement will be considered to be terminated on the effective date of such withdrawal. If less than two of the Parties named in the preceding sentence are among the withdrawing Parties, then this Agreement will continue in full force and effect. With the written concurrence of no less than four Parties, this Agreement may be terminated on the termination date of any solid waste service agreement provided that written notice is provided no less than two years prior to the termination date of the withdrawing Parties' then current solid waste service agreements. Following termination or withdrawal, withdrawing Parties shall remain responsible for their share of any

debts, liabilities and obligations entered into by the Authority pursuant to this Agreement, including but not limited to, processing and/or disposal capacity agreements, acquired real and personal property, and operation of facilities.

The Yuba-Sutter Household Hazardous Waste Facility is owned and operated by the Authority; is located on property leased from the City of Yuba City; and, is subject to an operating agreement with a contract operator. Withdrawal from or termination of this Agreement may result in the loss of use of that facility or special charges for continued use of that facility by residents, businesses and organizations of the withdrawing Parties or all Parties in the case of termination of this Agreement.

The Authority reimburses the Yuba County Environmental Health Department for the cost (net of any grant and fee revenues) for the provision of the Local Enforcement Agency. Withdrawal from or termination of this Joint Powers Agreement will result in yet to be established requirements for the Parties hereto to continue funding their portion of these costs.

Similarly, withdrawal from or termination of this Joint Powers Agreement may result in the loss of use or special charges for continued use of any regional facility or program that may be developed in the future.

13. REMOVAL OF A MEMBER. The Board of Directors may, by four fifths (4/5) vote of the Board members present, terminate a Member Agency's membership in the Authority for a material breach of this Agreement after six (6) months' notice to such Member Agency. A Member Agency so removed shall be responsible for capital expenditures and non-capital obligations of the Authority as set forth in Section 12 above.

14. CONTINGENCY PLAN FOR MEMBER AGENCIES. In the event that this Agreement is terminated or modified in such a way as to withdraw the Authority's power to fund

and/or implement programs for one or more Member Agencies, the responsibility for program funding and/or implementation will revert to the affected Member Agencies.

At the time of the first five-year revision required under the Integrated Waste Management Act of 1989 for the Regional Integrated Waste Management Plan including the Source Reduction and Recycling, Non-Disposal Facility, Household Hazardous Waste and the Regional Siting Elements thereto and any additional elements or plans that may be required including any amendments or revisions thereto following termination of this Agreement, these planning documents would be converted from regional planning documents to individual jurisdiction or joint planning documents in which individual data and programs would have to be identified for each participating jurisdiction.

15. DIVISION OF ASSETS UPON WITHDRAWAL OR TERMINATION. Upon the withdrawal of any Party from the Authority pursuant to the provisions of Section 12 of this Agreement and such withdrawal does not result in the termination of this Agreement, such Party shall be relieved of any further debts, liabilities and obligations of the Authority except as herein specifically provided and such Party shall have no further right, title or interest in or to any asset of the Authority. All of the right, title and interest which such withdrawing Party previously had to the assets of the Authority shall remain the property of the Authority and shall increase proportionally the interest of each of the remaining Parties. Upon termination of this Agreement pursuant to Section 12, all assets remaining after the payment of all debts, obligations and liabilities of the Authority shall be returned to the Parties in proportion to the contributions made by the Parties; provided, however, that if the Parties have not made any contribution to the Authority, such remaining assets shall be distributed proportionately to the Parties on the basis hereinafter set forth. Said proportionate shares shall be based on the ratio that the incorporated population of each city and the unincorporated population of each county bears to the total

combined population of all of the member entities. The population for each entity, as described above, and the combined population of all member entities, shall be determined by the most recent and available projections prepared by the Population Research Unit of the State Department of Finance.

16. LIMITATION OF POWERS. The manner in which the Authority may exercise its powers shall be subject to any statutory limitations applicable to the County of Yuba; provided that, if the County of Yuba shall cease to be a Member, then the Authority shall be restricted in the exercise of its power in the same manner as the County of Sutter.

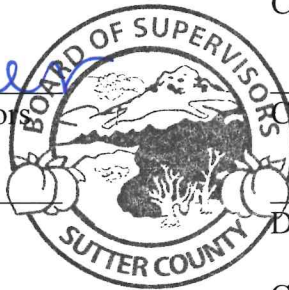
17. SAVINGS. If any provision of this Agreement is unenforceable, no other provisions shall be affected thereby and all other provisions shall be enforceable to the fullest extent permitted by law.

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

Attest:

Stephan Ratne
Clerk of the Board of Supervisors

10/12/21
Date



County of Sutter

[Signature]
County Administrator

12-10-21
Date

Approved as to Form
County Counsel
Sutter County, California

By [Signature]

Attest:

Rachel Terovis
Clerk of the Board of Supervisors

11-29-2021
Date

County of Yuba

[Signature]
County Administrator

11-29-21
Date

Attest:

[Signature]
City Clerk

11/6/2022
Date

City of Live Oak

[Signature]
City Manager

1-6-2022
Date

Attest:

[Signature]
City Clerk

11/12/2021
Date

City of Marysville

[Signature]
City Manager

11/12/2021
Date

Attest:

City Clerk

Date

City of Wheatland

[Signature]
City Manager

1-18-2022
Date

Attest:

[Signature]
City Clerk

11/4/2022
Date

City of Yuba City

[Signature]
City Manager

1/03/2022
Date