

**2023 COUNTY JOINDER AMENDMENT  
TO SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT  
OF THE INTEGRATED WASTE MANAGEMENT AUTHORITY**

This County Joinder Amendment (“County Joinder”), dated \_\_\_\_\_, 2023, to the SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT (“2022 JPA Agreement”) is by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, (collectively, the “Cities”) and the County of San Luis Obispo, by its joinder herein.

**A.** On or about May 10, 1994, an agreement was executed by and between the Cities and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (the “Original JPA Agreement”), through which such member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority (“IWMA”).

**B.** On or around 2001, the Cities, County, and certain special districts within the County (“Authorized Districts”) executed a Memorandum of Agreement (“MOA”) amending the Original JPA Agreement to include the Authorized Districts for representation on the IWMA Board.

**C.** On or about November 15, 2021, the County withdrew from the IWMA, after which the remaining Cities and Authorized Districts elected to reestablish and continue the IWMA, on the terms set forth in the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority, which was adopted by the participating agencies in 2022 (“2022 JPA Agreement”).

**D.** On or about October 31, 2023, the County officially elected to rejoin the IWMA, including on the terms set forth the 2022 JPA Agreement, as amended hereby.

Based on the foregoing, the Cities, Authorized Districts, including the County through its joinder, hereby agree to the following amendments to the 2022 JPA Agreement reflecting the County’s joinder.

1. Title Amendment and List of Participating Agencies Attachment. The Title of the 2022 JPA shall be amended to read “Second Amended and Restated Joint Powers Agreement to Establish an Integrated Waste Management Authority.” The List of Participating Agencies attached to the 2022 JPA Agreement is replaced with the list attached to this Joinder Amendment.

2. Definitions. Section 1, entitled, “Definitions” shall be amended to include the following new definitions or amended definitions.

**A.** County shall be added as a definition. “County” means any unincorporated areas of the County of San Luis Obispo.

**B.** The following referenced definitions replace those of the same number in the 2022 JPA Agreement in their entirety.

“1.17 “Members” means the Cities and the County who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District Representative pursuant to Public Resources Code section 40977.”

“1.18 “Participating Agency” or “Participating Agencies” means and shall include the Cities, the County and the Authorized Districts who are signatories to this Agreement, including by way of joinder, delegating powers to the Authority pursuant to this Agreement, and participating in the governance of the IWMA.”

C. Notwithstanding the foregoing, the definition of “MRF”, was inadvertently included within the definition of “Members”, in the 2022 JPA Agreement, and such definition shall remain the definition of “MRF” and is not deleted.

3. Section 8, entitled “Boundaries” is amended and restated in its entirety to read:

“Section 8. Boundaries. The boundaries of the Authority shall be the boundaries of the collective Participating Agencies. If a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. If a qualified agency joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority’s use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.”

4. Section 9, entitled “Organization” shall be amended to include a new paragraph 9.2(g) to read as follows:

“(g) County. The County shall be entitled to appoint one representative to the Authority which representative shall consist of one (1) member from Board of Supervisors. The County may elect to have an alternate member from the Board of Supervisors in addition to any official member but said appointed alternate shall be able to vote only in the absence of the official representative.”

5. County Joinder. The County hereby joins the IWMA pursuant to the terms and conditions in the 2022 JPA Agreement as amended hereby, and the undersigned hereby consent.

6. Omnibus Change. Wherever references to “Cities” is used or “Cities and Authorized Districts”, are used in the 2022 JPA Agreement, including in its recitals, such references shall expressly be read to include the County unless context expressly dictates otherwise.

7. Ratification. The 2022 JPA Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with its terms and provisions, as amended hereby.

8. Effective Date. This Joinder Amendment shall take effect when adopted by each of the Cities, the County, with the Authorized Districts consenting to the joinder of the County, as evidenced by their execution pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Joinder Amendment may be executed in counterparts which together shall constitute a single agreement. Electronically executed signatures may be accepted in lieu of originals if a Member agency has authorized electronic signatures through policy or otherwise.

*[Participating Agency Signature Pages Follow]*

**CITY OF ARROYO GRANDE:**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
City Attorney

**CITY OF ATASCADERO:**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
City Attorney

**CITY OF EL PASO DE ROBLES:**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
City Attorney

**CITY OF GROVER BEACH**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

**CITY OF MORRO BAY**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

**CITY OF PISMO BEACH**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney



**CITY OF SAN LUIS OBISPO**

**WHEREAS**, all Authorized Districts are encouraged to execute the Joinder Amendment to Second Amended and Restated JPA prior to \_\_\_\_\_, or otherwise pursue means by which to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations; and

**WHEREAS**, the City Council of the City of San Luis Obispo desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of San Luis Obispo that the City of San Luis Obispo acknowledges, accepts, and agrees to be bound by the terms and conditions as set forth in Exhibit A. Upon motion of Vice Mayor Marx, seconded by Council Member \_\_\_\_\_, and on the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**

The foregoing resolution was adopted this \_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

**IN WITNESS WHEREOF**, I have hereunto set my and affixed the official seal of the City of San Luis Obispo, California, on \_\_\_\_\_.

By: \_\_\_\_\_  
City Clerk

**COUNTY OF SAN LUIS OBISPO**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

**AVILA BEACH COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**CAMBRIA COMMUNITY SERVICES DISTRICT:**

WHEREAS, the Board of Directors of the Cambria Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows

1. The foregoing Recitals are true, correct and are incorporated herein.
2. The Cambria Community Services District hereby acknowledges, accepts, and agrees to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
3. This Resolution shall take effect immediately upon adoption. The General Manager or his designee is directed to deliver this adopted Resolution to the IWMA's Interim Executive Director and Executive Committee.

Resolution \_\_\_\_\_ was adopted at a Regular Meeting of the Cambria Community Services District on \_\_\_\_\_.

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
District Counsel

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**LOS OSOS COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
President

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**OCEANO COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
President

Date \_\_\_\_\_

By: \_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Date: \_\_\_\_\_



**SAN MIGUEL COMMUNITY SERVICES DISTRICT**

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing Resolution is hereby passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
District General Counsel

By: \_\_\_\_\_  
Board Clerk

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**CAYUCOS SANITARY DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**GROUND SQUIRREL HOLLOW COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**NIPOMO COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**TEMPLETON COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

## **LISR OF PARTICIPATING AGENCIES**

<b>CITIES</b>	<b>AUTHORIZED DISTRICTS</b>
Arroyo Grande	Avila Beach CSD
Atascadero	California Valley CSD
El Paso de Robles	Cambria CSD
Grover Beach	Cayucos Sanitary District
Morro Bay	Ground Squirrel Hollow CSD
Pismo Beach	Heritage Ranch CSD
San Luis Obispo	Los Osos CSD
	Nipomo CSD
<b>COUNTY</b>	Oceano CSD
The County of San Luis Obispo	San Miguel CSD
	San Simeon CSD
	Templeton CSD