

N.F.  
D.A.'s  
Brian Chally

FILED  
NO. 97.147

**AMENDED**  
**JOINT EXERCISE OF POWERS AGREEMENT FOR CREATION OF**  
**SOUTH LAKE TAHOE BASIN WASTE MANAGEMENT AUTHORITY**

97 SEP 30 P2 54

BARBARA REED  
CLERK  
*[Signature]*  
DEPUTY

WHEREAS, the City of South Lake Tahoe ("South Lake Tahoe"), a political subdivision of the State of California, the County of El Dorado ("El Dorado"), a political subdivision of the State of California, and the County of Douglas ("Douglas"), a political subdivision of the State of Nevada (individually "Agency" and collectively "Agencies"), are subject to various state and federal requirements and mandates regarding the handling and reduction of solid waste generated within their respective boundaries, and

WHEREAS, South Lake Tahoe, El Dorado and Douglas are physically adjacent and share a common interest in cost-effective management of solid waste generated in the southern Tahoe Basin, and

WHEREAS, South Lake Tahoe, El Dorado and Douglas wish to encourage the construction of a materials recovery facility and other solid waste handling facilities such as transfer stations in the Tahoe Basin, and wish to establish a fair and equitable arrangement to share in the costs of such facilities, and

WHEREAS, South Lake Tahoe, El Dorado and Douglas wish to jointly review and make appropriate arrangements for solid waste handling services, including the granting and modification of franchises therefor and the regulation of collection, recycling and disposal rates and charges; and

WHEREAS, South Lake Tahoe, El Dorado and Douglas wish to work cooperatively to provide financing, engineering and construction assistance to provide for the proper closure and postclosure of disposal sites previously used by all of the member agencies; and

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WHEREAS, South Lake Tahoe, El Dorado and Douglas have determined that the creation of a joint powers authority is the most appropriate manner in which to accomplish their goals while at the same time accommodating their individual interests, and

WHEREAS, California Government Code section 6500 et seq., and Nevada Revised Statutes 227.080 - 227.180 provides that South Lake Tahoe, El Dorado and Douglas may by agreement jointly exercise any power common to them, and it is the intent of the Agencies to utilize these statutory authorities to enter into this Agreement,

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Joint Powers Authority Created

There is hereby created the South Lake Tahoe Basin Waste Management Authority (“Authority”) to exercise in the manner set forth in this Agreement the powers common to each of the Agencies. The members are: City of South Lake Tahoe, California, County of El Dorado, California, and County of Douglas, Nevada. The Authority shall be a public entity separate from the Agencies. No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any Agency and each Agency’s obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Agencies may otherwise agree. The exercise of any power or the carrying out of any act under this Agreement shall comply with the applicable laws of California and of Nevada. Unless the exercise of any power or the carrying out of any act is required by the laws of either state to be exercised or carried out in a certain manner, any conflict between such laws or the provisions of this Agreement must be resolved by application of the more stringent provision or requirement.

**2. Boundary**

The boundary of the Authority shall be the boundaries of South Lake Tahoe, El Dorado within the Tahoe Basin and Douglas within the Tahoe Basin.

**3. Powers**

The Authority shall have the following powers to be exercised in accordance with the provisions of the laws of Nevada and California:

- a. to make and enter into contracts;
- b. to apply for and accept grants, advances and contributions;
- c. to provide funding to public or private entities for the construction of materials recovery facilities, transfer stations, or other solid waste handling facilities, and/or conduct of programs under the general purview of the Authority;
- d. to jointly review and make, subject to the ratification of the Agencies, appropriate arrangements for solid waste handling services, including the granting of franchises therefor and the regulation of collection, recycling and disposal rates and charges;
- e. to provide financing, engineering and construction assistance to provide for the proper closure, postclosure and remediation of disposal sites previously used by the Agencies;
- f. to employ or contract for the services of agents, consultants and such other persons or firms as necessary;
- g. to promulgate regulations governing the construction, management, maintenance, operation and control of any public or private materials recovery facilities, transfer facilities, or other buildings or improvements involved with solid waste processing;
- h. to acquire, hold or dispose of property, including exercise of the power of eminent domain under the provisions of Code of Civil Procedure sections 1230.010 et seq. or under

Nevada law, as these sections exist and as they may be amended from time to time;

i. to sue and be sued in its own name;

j. to incur debts, liabilities or obligations, subject to limitations herein set forth;

k. to adopt, as authorized by law, ordinances or resolutions necessary to carry out the purposes of this Agreement;

l. to adopt annually a budget setting forth all administrative, operational and capital expenses for the Authority, together with the apportionment of such expenses by levy against each Agency to the extent as set forth herein.

4. Organization

a. Board

The authority shall be governed by the Board which shall exercise all powers and authority on behalf of the Authority.

The Board is empowered to establish its own procedures. The Board may do any and all things necessary to carry out the purposes of this Agreement.

b. Members

The Board shall consist of one member of the governing body of each of the Agencies. Upon execution of this Agreement, the governing body of each Agency shall by resolution or other appropriate action appoint its member(s) to serve on the Board and one of its members to serve as an alternate member of the Board after his or her appointment, until a successor is selected. Each member and alternate shall serve at the pleasure of the governing body of the appointing Agency. Any change in appointment of a member or alternate shall be by resolution of the governing body of the appointing Agency.

c. Vote

Each Agency shall have one vote.

d. Vote Required

A unanimous vote shall be required for the adoption of a resolution or ordinance or for any other action. Actions to approve Authority participation in or financing of solid waste facilities shall be by resolution, and shall require a unanimous vote of the Agencies.

e. Meetings of the Board

(1) Regular Meetings

The Board shall hold at least one regular meeting each year. The date, hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Special Meetings

Special meetings of the Board may be called in accordance with provisions of law.

(3) Notice of Meetings

All meetings of the Board shall be held subject to both the provisions of Ralph M. Brown Act, being sections 54960 et seq. of the California Government Code, and applicable laws of the State of Nevada requiring notice of meetings of public bodies to be given.

(4) Minutes

The Board shall cause minutes of all meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each Agency.

f. Bylaws

The Board shall adopt by resolution from time to time such by-laws, rules or regulations

for the conduct of its affairs as may be required.

5. Budget and Dues of Members

The fiscal year of the Authority shall be the year beginning October 1 and ending September 30. For each fiscal year, the Authority shall adopt a budget in accordance with applicable laws. A unanimous vote of the Agencies shall be necessary for a budget to be adopted. At the same time as the budget is adopted, the Authority shall establish the dues of each Agency, if necessary.

Each Agency shall be responsible for the payment to the Authority of the dues which are set at the time of adoption of the budget. As long as the Agency is a member of the Authority, the Agency shall pay the dues by imposing, in accordance with applicable law, a surcharge on the solid waste disposal bill of each person owing, occupying or in possession or control of a parcel of property serviced by a solid waste collection franchisee within the boundary of each Agency of the Authority in an amount sufficient to pay that Agency's dues. Alternatively, the governing board of any Agency may pay its dues from other funding sources.

Surplus funds generated by the Authority shall be credited against future dues of the Agencies, or may be returned to the Agencies in proportion to the contribution of each Agency during the term of this Agreement.

6. Funds, Audit and Accounting Services

The Authority shall appoint a Finance Officer to serve the combined functions of the treasurer and auditor pursuant to California Government Code section 6506.6 or applicable Nevada law, as it now exists or as it may be amended from time to time. The Finance Officer shall serve as the depository and have custody of all Authority funds from whatever source, and shall perform the following functions in accordance with applicable law:

- a. **Receive and receipt for funds for the Authority and place them in appropriate accounts of a financial institution, checking accounts or interest bearing government accounts to the credit of the Authority, and invest any surplus funds in accordance with Government Code section 53601 or applicable Nevada law, as that section exists or as it may be amended from time to time;**
- b. **Draw warrants or otherwise be responsible to certify the payment of demands against the Authority when approved by the Authority or by a person authorized by the Authority to so approve;**
- c. **Pay any sums due from Authority money, or any portion thereof, only upon warrants or other equivalent certification pursuant to procedures established by the Authority;**
- d. **Verify and report in writing on the first day of October, January, April and July of each year to the Authority, as well as the amount of receipts and the amount paid out since the last report to the Authority; and**
- e. **Pursuant to Government Code section 6506.6 or applicable Nevada law, as it may be amended from time to time, the Finance Officer shall cause an independent audit of the accounts and records to be conducted by a certified public accountant or public accountant. This independent audit shall comply with the requirements of section 6505 of the Government Code or applicable Nevada law, as it now exists or as it may be amended from time to time. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the Government Code or applicable Nevada law, as it now exists or as it may be amended from time to time. The audit shall conform to generally accepted auditing standards.**

7. Disposition of Authority Funds Upon Termination

a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations, shall be transferred to the successor public entity.

b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations, shall be returned in proportion to the contribution of each Agency during the term of this Agreement.

c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and member agencies.

In the event the Authority is terminated under circumstances falling within (b) or (c) above, all decisions of the Board with regard to determination of amounts to be transferred to member agencies or any successor shall be final.

8. Withdrawal and Termination of Membership

This Agreement is in effect until one of the following events occurs. Any Agency may withdraw from this Agreement, subject to written notice submitted to the Authority at least one full fiscal year in advance of the effective date of withdrawal. The membership of any Agency which ceases to have powers in common with the parties to this Agreement shall terminate thirty



(30) days after the occurrence of the requisite events as specified in this section.

9. This Agreement may be amended only by the unanimous vote of the governing boards of all Agencies.

10. This Agreement supersedes any prior agreement for the creation of the South Lake Tahoe Basin Waste Management Authority and shall be effective once it is fully executed by all parties.

DATED: July 22, 1997

COUNTY OF EL DORADO  
State of California

By [Signature]  
Chairman, Board of Supervisors  
**WALTER L. SHULTZ**

7/22/97

ATTEST:

DIXIE L. FOOTE  
Clerk of the Board of Supervisors

By Margaret B. Moody  
Deputy Clerk 7/22/97

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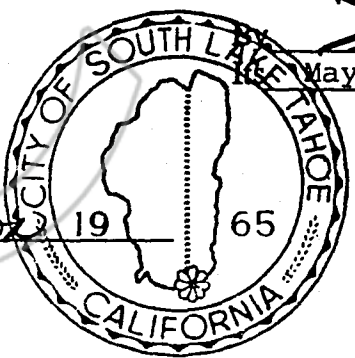
DATED: 8-7-97

CITY OF SOUTHLAKE TAHOE  
State of California

[Signature]  
Mayor, Tom Davis

ATTEST:

By [Signature]  
City Clerk



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DATED: 9-29-97

COUNTY OF DOUGLAS  
State of Nevada

By Jacques Etcheberry  
Chairman, Board of Commissioners

ATTEST:

BARBARA REED  
Clerk

By Barbara J. Reed  
County Clerk

By: Dorothy Young, Deputy

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER

\$ 8 PAID KZ DEPUTY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: September 30, 1997  
B. Reed Clerk of the 4th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol Mullock Deputy

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