

October 26, 2004

**Honorable Chairman and Members  
of the Hermosa Beach City Council**

**Regular Meeting of  
November 9, 2004**

**SUBJECT: JOINT POWERS AGREEMENT TO JOIN THE LOS ANGELES AREA  
REGIONAL AGENCY (LARA)**

**Recommendation:**

That the City Council:

1. Authorize the Mayor to execute a Joint Powers Agreement to join the Los Angeles Area Regional Agency (LARA) for AB 939 waste diversion and disposal reporting purposes.
2. Authorize appropriation of \$3,500 for FY 04/05 from the solid waste diversion budget account for membership in LARA.

**Background**

The California Integrated Waste Management Act of 1989 (AB 939) mandated a state program requiring that each local jurisdiction prepare, adopt and implement a Source Reduction and Recycling Element in order to divert 50 percent of its solid waste from local landfills. On October 12, 2004 the City Council considered and approved various measures to achieve compliance with the mandatory 50% diversion rate and avoid the possibility of financial penalties. One of those measures was affiliation with the Los Angeles Area Regional Agency (LARA) to provide for consolidated AB 939 diversion and disposal reporting.

**Analysis**

The purpose of forming a Regional Agency is to report AB 939 diversion and disposal as one entity rather than by individual jurisdictions. Therefore, instead of 40 cities with 40 different annual reports and diversion rates, there is one Regional Agency with one annual report and one diversion rate. This simplifies the annual AB 939 reporting process by averaging the diversion among participating jurisdictions. This is helpful for cities such as Hermosa Beach that have not reached the 50-percent mandate. The City achieved a high of 47% diversion rate in 2001, but the diversion rate for 2002 fell to 37% due to a huge increase in disposal, mostly from increased construction and increased economic growth. By contrast, the City of Los Angeles submitted a year 2000 Base Year Study to the California Integrated Waste Management Board (CIWMB), reporting a diversion rate of 59%.

Because there are other cities in the area besides Hermosa Beach which have not yet achieved the required 50 percent diversion rate, a number of cities have joined together to form a combined Regional Agency for satisfying the requirements of AB 939. In January 2002, the City of Los Angeles took steps toward the formation of a Los Angeles Regional Agency (LARA) for AB 939 diversion and disposal reporting purposes. All of the 88 cities in Los Angeles County were invited to attend meetings and consider joining LARA. Initially, 13 other cities responded to LA's invitation and the Los Angeles Regional Agency (LARA) was formed with a total of 14 cities. LARA held its first quarterly meeting in March 2004.

The mechanism used to join LARA is a Joint Powers Agreement (JPA). The JPA gives LARA the legal authority to put together the diversion information for all member cities and submit a joint annual report each year. The original adopted Agreement includes provision for the addition of

cities such as Hermosa Beach. A draft JPA is attached.

**Fiscal Impact:**

There is a fee of \$.15 per ton based on each city's disposal tonnage. Thus, for 2002, Hermosa Beach's annual cost would have been  $\$0.15 \times 22,944$  or \$3,441. The Agency will provide members annual financial statements and full accounting. Additional funds in the above amount for FY 04-05 will be appropriated in the Solid Waste budget to fund the City's consulting expenses related to joining and working with LARA.

**Conclusions:**

With approval of staff's recommendation, the City will participate in Regional Agency programs including the calculation and reporting of waste diversion on an Agency wide basis. This will assist the City in achieving waste diversion rates. The City will also continue to implement other programs in its approved Source Reduction and Recycling Element.

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Sol Blumenfeld, Director  
Community Development Department

Approved for Fiscal Impact

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Viki Copeland, Director  
Finance Department

Concur:

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Stephen R. Burrell,  
City Manager

**Attachments:**

1. Draft Joint Powers Agreement

# JOINT POWERS AGREEMENT LOS ANGELES AREA REGIONAL AUTHORITY

A JOINT POWERS AGREEMENT creating the “Los Angeles Area Regional Authority” (LARA) became effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Cities of:

1. City of Artesia
2. City of Beverly Hills
3. City of Duarte
4. City of Hidden Hills
5. City of Los Angeles
6. City of Lynwood
7. City Manhattan Beach
8. City of Pomona
9. City of Rancho Palos Verdes
10. City of Redondo Beach
11. City of Rosemead
12. City of Sierra Madre
13. City of South Gate
14. City of Torrance

In addition, the City of Hermosa Beach is added by this Agreement

each a municipal corporation, hereinafter also referred to individually as “Party” and collectively as “Parties”.

**Whereas**, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

**Whereas**, the State of California has enacted the California Integrated Waste Management Act of 1989 (AB 939), California Public Resources Code § 40000 et seq., mandating that municipalities and county unincorporated areas divert material from disposal, and has promulgated regulations promoting material reuse and recycling; and

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

**Whereas**, the foregoing Parties formed a regional agency, titled the “Los Angeles Area Regional Agency” (LARA) to report as a single entity the annual regional compliance with AB 939 reporting requirements and to work towards the implementation of regional waste reduction and regional recycling diversion programs; and

**Whereas**, the City of Hermosa Beach desires to join LARA for the same reasons given hereinabove; and

**Whereas**, each of the foregoing Parties has a California Integrated Waste Management Board approved Source Reduction and Recycling Element, a California Integrated Waste Management Board approved Solid Waste Generation Study, a California Integrated Waste Management Board approved Household Hazardous Waste Element, and a California Integrated Waste Management Board approved Non-Disposal Facility Element; and

**Whereas**, LARA was established to be a “Regional Agency” entity to provide cooperative solid waste reporting and program activities to the participating parties; and

**Whereas**, the California Public Resources Code, Sections 40970 through Section 40975 allows cities and counties to form Regional Agencies to implement PRC Division 30, Part 2, Integrated Waste Management Plans, in order to reduce the cost of reporting and tracking of disposal and diversion programs by individual jurisdictions and counties and to increase the diversion of solid waste from disposal facilities; and

**Whereas**, the parties entered into an agreement to form a Regional Agency for purposes of combining disposal and diversion quantities for determining compliance with the California Integrated Waste Management Act of 1989 and to allow for the efficient operation of diversion programs on a region-wide basis; and

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

### **Section 1. Definitions**

- A. **Agreement.** This agreement as it is now exists, or as it may be amended.
- B. **AB 939.** The California Integrated Waste Management Act of 1989.
- C. **Agency/Regional Agency.** Los Angeles Area Regional Agency (LARA), formed pursuant to California Public Resources Code Sections 40970 through 40975 and approved by the CIWMB.
- D. **Annual Report.** The report required by the State of California to measure compliance to the provisions of AB 939.
- E. **Board.** Body consisting of a representative designated by the governing body of each member.
- F. **Chair/Vice-Chair.** Members elected by a majority vote of the Board with responsibilities as stated in Section 10.3.
- G. **CIWMB.** California Integrated Waste Management Board.
- H. **Fiscal Year.** Any year beginning July 1 and ending June 30.
- I. **HHWE.** Household Hazardous Waste Element
- J. **Jurisdiction.** Incorporated Parties who may be Members of the Agency.
- K. **Manager.** Individual responsible for the administration of the Agency.
- L. **Member/Members.** Jurisdictions who are parties to the Agreement.
- M. **NDFE.** Non-Disposal Facility Element

- N. **SRRE.** Source Reduction and Recycling Element
- O. **Treasurer.** Member elected by the Board with duties as stated in Section 10.3.

**Section 2. Purpose of Agreement**

This Agreement is made and entered into for the purpose of forming a Regional Agency pursuant to California Public Resources Code Sections 40970 through 40975, the Regional Agency being established for purposes of combining disposal and diversion quantities for determining compliance with AB 939, to allow for the efficient operation of diversion programs on a regionwide basis as allowed by Members under this agreement, and to allow for the development of Regional Integrated Waste Management Plans including a Source Reduction and Recycling Element, Household Hazardous Waste Element, and Non-Disposal Facility Element. The Agency will pool together the resources of its Members as stated in this agreement to provide AB 939 compliance to the residents and businesses of all who participate under a single umbrella organization. The Agency will be responsible for preparing the annual regional diversion rate calculation for the Regional Agency, and submitting the report to the CIWMB. The Members enter the agreement with the intent to benefit from the regional programs and regional reporting that the Agency will provide.

**Section 3. Term of Agreement**

The term of this agreement shall commence on \_\_\_\_\_, and shall continue until amended or terminated pursuant to the terms contained herein.

**Section 4. Powers of the Agency**

- 4.1 The Agency is authorized to perform the following functions as required by the terms of this Agreement and the by-laws of the Agency:
  - a) to make and enter into contracts;
  - b) to apply for and accept grants, advances and contributions;
  - c) to make plans and conduct studies;
  - d) to incur and discharge debts, liabilities and obligations;
  - e) to hire agents and employees.
  
- 4.2 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event do these powers expressly granted restrict the individual power of each Member with regards to solid waste management under their jurisdiction. Furthermore, in no event shall the Agency be authorized to exercise any power not expressly granted by this Agreement. The Members hereby designate the City of Los Angeles as the Member required to be designated by Section 6509 of the California Government Code.

## **Section 5. Responsibilities of the Regional Agency**

- 5.1 This Agreement hereby creates and establishes an authority to be known as the “Los Angeles Area Regional Agency”. The Authority shall constitute a Regional Agency pursuant to Public Resources Code Section 40973. Said Agency shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780).
- 5.2 The Agency will be responsible for providing the following services for the benefit of the Members:
- a) The Agency will be responsible for preparing the Annual Report with collective information submitted by the Members and submitting the report to the CIWMB;
  - b) The Agency will prepare the annual collective diversion rate calculation for all Members;
  - c) The Agency will develop standardized database tools for monitoring, tracking, and evaluating implemented jurisdiction owned / operated diversion programs and make them available to all members;
  - d) The Agency will conduct a new “regional level” generation based diversion study when required by the CIWMB or when a study is needed for a new baseline for its Members;
  - e) The Agency will provide legislative and regulatory analysis on pending regulations and legislation for Members;
  - f) The Agency will seek grant funding for additional Regional Agency activities.
  - g) The Agency will evaluate and disseminate information to Members about innovative waste management/recycling technologies.

As directed by the Board and upon available funding, the Agency will conduct additional programs based on additional funding such as but not limited to: cooperative food waste donation for reuse, technical assistance for business recycling, investigate forming cooperative partnerships to develop additional capacity for processing and/or reuse of materials and/or to pool buying power of Members to lower the cost of recycled content products.

## **Section 6. Duties and responsibilities of Member Jurisdictions**

- 6.1 Each Member will be responsible for funding and/or implementing programs recommended for implementation in their jurisdiction as adopted in their respective SRRE and for continued support of the associated programs as adopted in their respective HHWE.
- 6.2 Each Member will also provide funding of the Agency for its operation in accordance with Section 9, the implementation of regional programs, and for preparing the annual regional diversion rate calculation for the progress made by the Regional Agency.
- 6.3 Each Member shall provide the information required for annual report or new base year compilation to the Agency in a timely manner according to the format set forth by the

Agency.

## **Section 7. Approval of Agreement by the California Integrated Waste Management Board**

Pursuant to California Public Resources Code Section 40975(A), establishment of a Regional Agency requires authorization from the California Integrated Waste Management Board, if the Board finds that the formation of such a Regional Agency will not adversely affect compliance with PRC Division 30, Part 2. Integrated Waste Management Plans.

## **Section 8. Agency Financial Requirements**

- 8.1 The Agency will follow the financial accounting requirements set forth in Government Code Section 6505, Section 6505.1, Section 6505.5, Section 6505.6, Section 6511, and Section 6512, herein incorporated by reference.
- 8.2 The Manager will prepare a budget for each fiscal year and present it to the Board before its approval by the City of Los Angeles. The assets, rights, debts, liabilities and obligations of the Agency shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for or assuming responsibility for specific debts, liabilities or obligations of the Agency, provided for that both the Agency and the Member approve such contract or assumption.
- 8.3 Payment of Civil Penalties Imposed by the California Integrated Waste Management Board (CIWMB) - The Members hereby agree that the responsibility for any civil penalties incurred pursuant to AB 939 shall be assigned to the Agency. Should a penalty be assessed against the Agency for non-compliance after all administrative remedies are exhausted, the Members hereby authorize the Agency to allocate responsibility to the Members based upon equal division of the monetary fine between all of the participating Members. Any modification to this basis for determining responsibility for any civil penalties will be codified in the operating by-laws.

## **Section 9. Funding**

- 9.1 Members shall not be assessed the startup costs for the Agency of approximately \$150,000, which have been borne by the City of Los Angeles. As a Member, the City of Los Angeles will contribute existing staff and resources totaling approximately \$300,000 per year to the Agency.
- 9.2 The City of Los Angeles will provide \$100,000 annually towards a new base year study to be prepared no less than three years but within five years from the commencement of this Agreement.
- 9.3 Funding will be provided by each additional Member jurisdiction at \$0.15 per ton of landfill disposal per year with the year 2000 as the base year, subject to adjustments as directed by the Board. This fee will be due at the beginning of each fiscal year.

## **Section 10. Structure of the Agency**

- 10.1 **Manager.** Initially, the City of Los Angeles shall employ the manager who shall be the Chief Administrative Officer of the Agency. The Manager shall, upon direction by the Board, plan, organize, and direct the administration and operations of the Agency, shall advise the Chair/Vice Chair on policy matters, shall hire and discharge staff, shall develop Agency budgets, shall reply to communications on behalf of the Agency, shall approve payments duly authorized by the Board, shall attend meetings of the Board, and carry out other duties as needed.
- 10.2 **Board.** The Board of the Los Angeles Area Integrated Waste Management Authority shall be comprised of a representative from each of the Member jurisdictions. The Board shall make all policy decisions on behalf of the Agency, review and approve budgets, and decide the disbursement of discretionary funds collected under Section 9.3.
- 10.3 The officers of the Board shall include a Chair and Vice-Chair elected by a majority vote of Members. Their duties are to: Preside over all meetings of the Board; Appoint all ad hoc committees subject to ratification by the Board; act as ex-officio member of all standing ad hoc committees.
- 10.4 The officers of the Board shall include a Treasurer elected by a majority vote of Members. His/her duties are to lead in the preparation and submission of Agency budgets to the Board and monitor expenditures with the assistance of the Manager and Agency administrative staff.
- 10.5 **Committees.** Committees, subcommittees, and ad hoc committees shall be at the discretion of the Chair subject to ratification by the Board. The Chair may appoint any individual deemed qualified to serve on a Committee.
- 10.6 **Meetings.** The Board will hold regular meetings, at a minimum, on a quarterly basis. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.
- 10.7 All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.
- 10.8 The Manager shall cause minutes of all meetings of the Board to be kept and shall, after each meeting, cause a copy of the minutes to be forwarded to each member.



## **Section 11. Addition of New Member Jurisdictions**

- 11.1 The Agency will have the authority through an action by the Board to add New Member Jurisdictions to the Agency without modification to the existing Agreement by the amendment of Attachment A. Attachment A shall list the Member Jurisdictions and contain additional signature pages for each New Member. Each New Member shall have equal rights and responsibilities of all Members.
- 11.2 New members must apply to the Board no less than 90 days before the end of each fiscal year to be considered for membership.
- 11.3 New Members will be assessed a prorated share of assets held by the Agency such as the reserve fund.

## **Section 12. Withdrawal and Termination**

- 12.1 Any Member may voluntarily withdraw from this Agreement by filing with the Agency a written notice to withdraw no less than one hundred eighty (180) days prior to the close of the Agency's fiscal year.
- 12.2 A Jurisdiction's participation and membership may be terminated by the Agency for nonperformance of its responsibilities and/or duties required under Sections 6.1, 6.2 and 6.3 of this Agreement. A vote by a majority of the Members is needed to terminate the agreement with respect to a Jurisdiction. When terminated, the Jurisdiction and the CIWMB will be notified in writing of the action on behalf of the Agency and all funds received by the Agency for the remainder of the current fiscal year after termination will be refunded to the Jurisdiction.
- 12.3 With the written concurrence of a majority of the Members to this Agreement, this Agreement may be terminated at any time.

## **Section 13. Jurisdictional Responsibility Upon Termination**

In the event that this Agreement is terminated, individual Jurisdictions will assume responsibility for a share of any civil penalties incurred by the Agency during the term of the Jurisdiction as a Member. Jurisdictions will also be responsible individually for any civil penalties incurred individually. If this Agreement is terminated, each Jurisdiction will assume responsibility for compiling their own disposal information from haulers and facility operators for compliance with the monitoring and reporting system required pursuant to PRC Sections 41780 and 41821.5, unless a subsequent regional agency formation agreement is approved specifically for this purpose. Each member Jurisdiction is still responsible for the implementation of the programs described in their respective Source Reduction and Recycling Element.

## **Section 14. Member Jurisdiction SRRE Implementation**

Each Member of the Agency is responsible for and shall continue to implement diversion programs in their adopted and approved SRRE that are specific to their Jurisdiction. Failure to implement these programs will provide cause for termination of the Agreement with respect to that Jurisdiction.

## **Section 15. Contact Persons**

The name of the regional agency is the Los Angeles Area Regional Agency. The contact persons for all members are listed in Attachment A. The address and primary contact person is the following:

Ms. Karen Coca  
City of Los Angeles  
Bureau of Sanitation, SRCRD  
Los Angeles Area Integrated Waste Management Authority  
433 S. Spring Street. , 5<sup>th</sup> Floor  
Los Angeles, CA 90013  
Telephone: (213) 473-8242

## **Section 16. 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 a majority of the Member Jurisdictions within the Regional Agency.

## **Section 17. Indemnification**

Pursuant to Government Code Section 895.4, the Parties agree as follows:

- 17.1 Each Member Jurisdiction shall indemnify, defend and hold harmless the City of Los Angeles, the other Member Jurisdictions, the Agency, and their officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any activity of that Member Jurisdiction or of any other person acting under authority of that Member Jurisdiction which results from activities conducted on behalf of the Agency.
- 17.2 The City of Los Angeles and the Agency shall indemnify, defend and hold harmless each Member Jurisdiction and its officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any authorized activity of Agency, or of any other person acting under authority of Agency.

**Section 18. Miscellaneous Provisions.**

- 18.1 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, provided that no Party shall assign any rights, nor delegate any duties provided for hereby without the consent of the other Party.
- 18.2 Required Actions of the Parties.** The Parties hereto agree to execute all such instruments and documents and to take all actions as may be required in order to consummate the transactions herein contemplated.
- 18.3 Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and thereby supersedes all prior understandings and agreements, if any, with respect thereto, whether written or oral. No addition or modification of any term or provision shall be effective unless set forth in writing, signed by the Parties hereto.
- 18.5 Time of the Essence.** Time is of the essence of each and every term, condition, obligation and provision thereof.
- 18.6 Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally (including by means of professional messenger service) or sent by express mail or registered mail or certified mail, return receipt requested. Notices delivered personally or by express mail shall be considered given when received. Notices sent by registered or certified mail shall be considered given two (2) business days after deposit in the United States mail, postage prepaid, addressed to the person to receive such notice.
- 18.7** Notices shall be addressed as appears below for the Agency, and as listed in Attachment A for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice. Any electronically transmitted notice shall be in addition to, and shall not be in lieu of, written notice as provided above.

If to Agency:            Los Angeles Area Regional Agency  
                                  Bureau of Sanitation, SRCRD  
                                  433 S. Spring Street, 5<sup>th</sup> Floor  
                                  Los Angeles, CA 90013  
                                  Attention: Karen Coca

With a copy to:        Bureau of Sanitation  
                                  433 S. Spring Street, 5<sup>th</sup> Floor  
                                  Los Angeles, CA 90013  
                                  Attention: Director

If to Members:        Please see Attachment A

- A. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. **No Waiver.** A waiver by any Party of the breach of any of the terms and conditions under this Agreement to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same terms and conditions of this Agreement.
- C. **Modifications.** Except as expressly allowed in the Agreement, any alteration, change or modification of or to this Agreement, in order to become effective, must be made in writing and in each instance signed on behalf of each Party hereto.
- D. **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the provisions of this Agreement are intended to be solely for the benefit of the Parties hereto, and execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the Parties hereunder, to any person or entity other than the Parties hereto.

[BALANCE OF PAGE INTENTIONALLY BLANK - SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

**ATTEST:**  
By: See Attachment

CITY OF: See Attachments  
By: See Attachments

**APPROVED AS TO FORM:**  
By: See Attachment  
District Counsel

**ATTEST:**  
J. MICHAEL CAREY  
City Clerk

CITY OF LOS ANGELES

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

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

Valerie Lynne Shaw, President  
Board of Public Works

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

**APPROVED AS TO FORM:**  
ROCKARD J. DELGADILLO  
City Attorney

By: \_\_\_\_\_  
Assistant

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

