

## **EXHIBIT A - SUMMARY OF TERMS**

### **AMENDING AGREEMENTS BETWEEN CONTRA COSTA COUNTY AND WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY**

#### Overview

This Summary of Terms is a part of a board order dated May 10, 2016. The purpose of this Summary of Terms is to give direction to staff regarding the key terms that should be a part of any negotiations with the Authority regarding the County becoming a voting member of the Authority.

Any changes to the JEPAs or the Authority-County Contract are subject to the approval of the County Board of Supervisors. Any changes to the JEPAs and the Authority-County Contract would go into effect concurrently. Furthermore, any subsequent changes to the JEPAs or the Authority-County Contract are subject to the approval of the County Board of Supervisors. Staff is directed to analyze what, if any, suggested changes to the HHW Agreement or land use permit conditions of approval warrant consideration in order to present such to the Board of Supervisors in conjunction with the amendments to the JEPAs and Authority-County Contract.

Capitalized terms used in this Summary of Terms have the meanings given to them in the body of the board order.

#### Changes to the JEPAs

The existing JEPAs would have to be modified to reflect the following:

- The County will be a voting member of the Authority, with one vote and the same rights as all other members of the Authority.
- The authority delegated to the Authority by the County will continue to be limited to governing post-collection services and establishing post-collection rates or surcharges in the County/RSS Franchise Area. No other powers may be exercised by the Authority on behalf of the County without the express authorization of the County Board of Supervisors.
- No ordinance adopted by the Authority applies to the unincorporated areas of the County unless the ordinance is approved by the County Board of Supervisors.
- The existing rate setting methodology that applies to the calculation of the current Post-Collection Surcharge will be identified as a contractual obligation that may not be changed during the term of the current Post-Collection Agreement unless agreed to by all members except El Cerrito. The post-collection agreement between West County

Resource Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Keller Canyon Landfill, Inc., Golden Bear Transfer Services, Inc., and the Authority dated October 10, 2013 (the Post-Collection Agreement) govern post-collection services and the amount of revenue needed from customers annually to pay for said services.

- That portion of Post Collection Surcharge that is paid to the Authority is to be used to fund the cost of (i) those post-collection Authority activities that benefit all members of the Authority, and (ii) household hazardous waste programs conducted by the Authority that benefit all members of the Authority.
- The County may withdraw from the Authority with reasonable notice that is tied to the annual rate setting cycle.
- The County will not be a member of the Authority's Regional Agency (as defined in the Integrated Waste Management Act, also known as AB 939) for purposes of AB 939 compliance. Some JEPAs provisions will solely apply to members of the Regional Agency, however other provisions may necessitate including an adapted version of language that will be solely applicable to the County.
- The Authority will continue to implement AB 939 diversion programs and demonstrate compliance with the monitoring and reporting requirements related to AB 341 and AB 1826 in the County/RSS Franchise area. The Authority will continue to be responsible for providing records to the County to substantiate the implementation of AB 939 diversion programs in the County/RSS Franchise Area.
- The revised JEPAs may not conflict with any of the following agreements or permits, which may be amended from time to time: the Authority-County Contract; the HHW Agreement; the County/RSS Franchise; the conditions of approval set forth in the land use permit issued by the County for the Integrated Resource Recovery Facility (the IRRF LUP 2053-92).

#### Changes to the Authority – County Contract

The existing Authority-County Contract would retain some of its current provisions that would be modified to reflect:

- The County has the right, in conformance with Chapter 418-5 of the County Ordinance Code and the IRRF LUP 2053-92 conditions of approval, to franchise the operation of the IRRF.
- That the amended Authority-County Contract satisfies the requirements of Chapter 418-5 until either of the following events occurs: (i) the Authority - County Contract expires or is terminated, or (ii) the County's Board of Supervisors elects to franchise the operation of the IRRF.

- The County's on-going ability to control the waste stream generated within the County/RSS Franchise Area.
- The continuation of the Authority's obligations to maximize use of in-County landfill(s) for disposal, but expand the obligation to include the use of other in-County waste recovery facilities associated with post-collection services to the extent such is subject to County fees or surcharges.
- The continuation of the Authority obligation to pass through to ratepayers (customers) County fees and surcharges payable at all County transfer stations and landfills when the Authority calculates and sets post-collection rates and Post-Collection Surcharges.
- The Post-Collection Surcharge that applies to customers (subscribers) in the County/RSS Franchise Area may not exceed the Post-Collection Surcharge that applies to subscribers in any other portion of the Authority's geographic area. Costs allocable to programs that may be undertaken by the Authority in the future solely on behalf of one or more of the other Members shall not be included in the Post-Collection Surcharge to be passed through to customers in the County/RSS Franchise Area.
- Any adjustments to existing rates must be adopted by the Authority no later than one month and one day prior to the date the proposed adjustment is to take effect (e.g., by November 30, if the adjusted rate is to take effect January 1 of the upcoming calendar year). Rate setting schedule shall be specified in the post-collection rate setting methodology to be memorialized in the amended agreement.