

## COMPARISON OF KEY JPA TERMS

Terms	Original JPA Agreement	Amended and Restated JPA Agreement
<b>Core Programs</b>	(1) Household hazardous waste (2) Wood waste (3) Yard waste (4) Public education and (5) Regional reporting of waste diversion	Core programs are essentially the same: (1) Household hazardous waste (2) diversion of organic materials (includes yard waste and wood waste) (3) Public education (4) Regional reporting
<b>Additional Programs</b>	Agency can implement "non-core programs", including adoption of ordinances. Participants may elect to either participate or not participate in non-core programs.	Agency has the authority to implement Additional Programs related to its overarching purpose of increasing waste diversion in the Member's jurisdictions. Additional programs may include adoption of <u>model</u> ordinances to be considered by individual jurisdictions, implementation of the programs adopted by model ordinances, and development or participation in regional plans related to waste diversion.
<b>Composting Program</b>	County is required to provide a site free at the Central Landfill for wood and yard waste composting. (Sec. 5) All Members are required to cause all wood waste and yard waste to go to Central Landfill for treatment.	Agency will continue to operated its current composting program, which consists of hauling organic waste from the Central landfill and transfer stations to out-of-county facilities. Members can withdraw from the current composting program with 90 days written notice. Agency will additionally work on developing an alternative program for composting or other forms of organic materials diversion. Any new composting program will be implemented through separate agreements between the parties, and each Member will have the option to participate, address composting in some other manner.
<b>Household Hazardous Waste Program</b>	County is required to provide a site free at the Central Landfill for HHW acceptance. The HHW program is available to residents of all member agencies.	Acknowledges that the HHW program is currently operated at the Central Landfill pursuant to a license agreement with the County, but allows that the Location may move, or additional locations may be added from time to time.

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<b>Adoption of Ordinances</b>	The Agency has the authority to adopt ordinances to implement programs related to waste diversion. Each agency can decline to participate in the program adopted by ordinance.	The Agency can develop additional programs, which may include <u>model</u> ordinances. If the Agency choose to implement the terms of model ordinances, it can enter into individual agreements with members, and agree to indemnify the member for implementation of the ordinances.
<b>Cost of Additional Programs</b>	While each member can decide whether or not to participate in "non-core" programs, non-participation does not reduce a member's fiscal participation.	The cost of development of additional programs will be paid out of general Agency funds. If the Agency develops an additional program, and some but not all of the members participate, then each member that participates will be responsible for the costs of implementing the program in its own jurisdiction.
<b>Board Representation</b>	10 member Board of Directors. One vote per jurisdiction. Board members are elected officials or staff, as determined by member governing boards.	Same
<b>Voting Requirements</b>	Unanimous vote required for budget approval, capital expenditure over \$50,000, and major program expansions. All other votes are majority.	8/10 vote required for approval or amendment of the budget, incurrence of debt of \$250,000 or more, expenditures of \$250,000 or more, any increase or imposition of new fees. Unanimous vote required for acquisition of real property valued at \$250,000 or more. All other votes are majority.
<b>Term of JPA Agreement</b>	JPA agreement has a 25 year term (has been extended by one year).	JPA agreement will continue in effect until the Agency is dissolved by the action of the Members. However, the Agency Executive Director conduct a public meeting at least once every 10 years to review the Agreement, to see whether updates are necessary.

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<b>Withdrawal of Members</b>	Not addressed.	Allows that any member can withdraw from the Agency with a minimum of 180 days written notice, with the withdrawal effective at the end of the fiscal year in which the 180 notice period ends. Withdrawing members do not receive a distribution of assets or have any further obligations to the Agency
<b>Dissolution of Agency</b>	Not addressed.	Agency may be dissolved by the unanimous approval of the Members' boards. The Agency shall not be dissolved until all debts and liabilities have been eliminated and paid in full. The remaining assets of the Agency will be distributed to the members on a proportionate basis, based on each member's population at the time of dissolution.