

R E C E I V E **D**
JUN 30 2017

Ventura LAFCo

94-49 COUNTY OF VENTURA

CITY OF
VENTURA

CITY-CLERK'S OFFICE

P.O. Box 99

501 Poli Street #204

Ventura, CA 93002

JPA Agreement
94-49



**JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE
WEST VENTURA COUNTY WASTE MANAGEMENT
AUTHORITY**

THIS Joint Exercise of Powers Agreement ("Agreement" herein) is made this 10th day of Oct 1994 by and among the County of Ventura ("County" herein) and those cities that are signatories hereto ("Cities" herein). All of said agencies shall be referred to collectively herein as "Parties."

RECITALS

WHEREAS, each of the Parties to this Agreement is a "public agency" as that term is defined in California Government Code, Section 6500, and is authorized to enter into joint powers agreements and to create joint powers authorities; and

WHEREAS, each of the Parties has the power and responsibility to provide for solid waste handling services including, but not limited to, source reduction, recycling, and composting activities, and to provide for the collection, transfer, marketing, and disposal of solid waste for its jurisdiction; and

WHEREAS, Public Resources Code Sections 41780 *et seq.* require that the Parties implement their respective Source Reduction and Recycling Elements, Household Hazardous Waste Elements, and Non-Disposal Facility Elements in order to accomplish state mandated waste diversion goals, and provide for the transfer and disposal of residual wastes; and

WHEREAS, pursuant to Public Resources Code Sections 40976 and 50001.2, the Parties may enter into agreements for the purpose of jointly implementing their respective Source Reduction and Recycling Elements with regard to solid waste facilities; and

WHEREAS, pursuant to Government Code Sections 6500 *et seq.*, commonly known as the Joint Exercise of Powers Act, two or more public agencies may by agreement jointly exercise any power common to the contracting parties and create a joint powers authority to exercise such powers; and

WHEREAS, the Parties have found and determined that it would be to their mutual advantage and the public benefit to coordinate their power and authority and expertise to implement integrated waste management programs which meet the regional needs of western Ventura County and requirements of the Parties;

NOW, THEREFORE, the Parties mutually agree as follows:



ARTICLE 1

DEFINITIONS

The following definitions shall apply to the provisions of this Agreement:

AUTHORITY. "Authority" shall mean the West Ventura County Waste Management Authority created by this Agreement.

BOARD. "Board" shall mean the governing body of the AUTHORITY.

COMPOSTING. "Composting" shall mean the controlled biological decomposition of organic wastes that are separated from the SOLID WASTE stream.

HOUSEHOLD HAZARDOUS WASTE. "Household Hazardous Waste" shall mean hazardous wastes, as defined in Section 25117 of the Health and Safety Code, which are generated by households in the County and Cities and that have been included in a program or identified as household hazardous waste in applicable HOUSEHOLD HAZARDOUS WASTE ELEMENTS.

HOUSEHOLD HAZARDOUS WASTE ELEMENTS. "Household Hazardous Waste Elements" shall mean the respective household hazardous waste plans for the Cities and County prepared pursuant to Public Resources Code Sections 41500 and 41510.

INTEGRATED WASTE MANAGEMENT. "Integrated Waste Management" shall mean a comprehensive program of SOLID WASTE management for the preservation of health, safety and the well-being of the public which makes adequate provision for SOLID WASTE diversion from landfills in response to the regional needs of the County and Cities, consistent with the policies, standards, and requirements of applicable state and federal laws and regulations.

NON-DISPOSAL FACILITY ELEMENT. "Non-Disposal Facility Element" shall mean the respective non-disposal facility plans for the Cities and County prepared pursuant to Public Resources Code Sections 41730 *et seq.*

PROCESSING AND TRANSFER. "Processing and Transfer" shall mean the receiving, sorting, converting, or otherwise processing of separated or commingled RECYCLABLES and mixed SOLID WASTE for the purposes of bulking and marketing of RECYCLABLES and/or the transfer of residual SOLID WASTE for truck or rail transport.

RECYCLING. "Recycling" shall mean the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become SOLID WASTE, and returning them to the economic mainstream in the form of products which meet the quality standards necessary to be used in the market place.



RECYCLABLES. "Recyclables" shall mean paper, cardboard, glass, metal, plastic, wood, plant matter, compostables or other materials which can be reused or converted into useable products or raw materials for the production of new products or that have been included in a local **RECYCLING** program or identified as recyclables in applicable **SOURCE REDUCTION AND RECYCLING ELEMENTS**.

SOLID WASTE. "Solid Waste" shall mean all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes, other discarded solid and semisolid wastes, or dewatered, treated, or chemically fixed sewage sludge. Solid waste does not include hazardous waste. For purposes of this Agreement, Solid Waste shall also include **RECYCLABLES** and **HOUSEHOLD HAZARDOUS WASTE**.

SOLID WASTE DISPOSAL. "Solid Waste Disposal" shall mean the final disposition of **SOLID WASTE** onto land.

SOLID WASTE FACILITY. "Solid Waste Facility" shall mean a **SOLID WASTE DISPOSAL** facility or site, a **SOLID WASTE PROCESSING AND TRANSFER** facility or a facility for **RECYCLING** or **COMPOSTING**.

SOURCE REDUCTION AND RECYCLING ELEMENTS. "Source Reduction and Recycling Elements" shall mean the respective **SOLID WASTE** management plans for the Cities and County prepared pursuant to Public Resources Code Sections 40900 *et seq.*

WESTERN VENTURA COUNTY. "Western Ventura County" shall mean the area of Ventura County as depicted on Exhibit "A".

ARTICLE 2

PURPOSE

The purpose of the **AUTHORITY** created by this Agreement shall be to assist in the provision of reliable and cost-effective **INTEGRATED WASTE MANAGEMENT** in **WESTERN VENTURA COUNTY** and in the jurisdictions party to this Agreement. The following objectives are critical to the fulfillment of the stated purpose:

- A. Cooperatively implement **SOURCE REDUCTION AND RECYCLING ELEMENTS**, **HOUSEHOLD HAZARDOUS WASTE ELEMENTS**, and **NON-DISPOSAL FACILITY ELEMENTS** in a manner which recognizes local autonomy and maximizes regional economies of scale.



- B. Promote and coordinate marketing of recycled materials and development of industries which utilize recycled materials.
- C. Establish funding mechanisms to support AUTHORITY activities associated with INTEGRATED WASTE MANAGEMENT.

It is the Parties intent that the AUTHORITY shall not engage in establishing, owning, or operating any SOLID WASTE FACILITY, but will contract for services. However, the AUTHORITY reserves the right to own or operate SOLID WASTE FACILITIES if the BOARD determines that it is necessary.

ARTICLE 3

**CREATION OF AUTHORITY
AND LIMITATION OF LIABILITIES**

Pursuant to Section 6500 *et seq.* of the California Government Code, there is hereby created the AUTHORITY, a public entity separate and apart from the Parties hereto, to be known as the West Ventura County Waste Management Authority. Pursuant to Government Code Section 6503.5, notice of this Agreement and creation of the AUTHORITY shall be filed with the Secretary of State within 30 days of this Agreement's (or any amendment) effective date. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the AUTHORITY shall not constitute debts, liabilities or obligations of the Parties to this Agreement, either jointly or severally. This AUTHORITY is not intended to be, and shall not be deemed to be a Regional Agency pursuant to Public Resources Code Sections 40971 and 40975.

ARTICLE 4

TERM OF AGREEMENT

This Agreement shall become effective and binding on the date of execution hereof by the County of Ventura and the last of at least two cities of WESTERN VENTURA COUNTY, and shall continue until and unless terminated as hereinafter provided.

ARTICLE 5

POWERS OF AUTHORITY

The AUTHORITY is hereby granted those powers, common to the Parties, necessary to accomplish the purposes and objectives of the AUTHORITY as set forth in Article 2, including but not limited to the following specific powers:



- A. To make and enter into contracts;
- B. To hire employees, consultants and legal counsel;
- C. To issue bonds, certificates of participation, incur debts, liabilities or obligations;
- D. To condemn, purchase, acquire, hold or dispose of real property, personal property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- E. To sue and be sued in its own name;
- F. To adopt from time to time such policies, procedures, by-laws, rules, or regulations for the conduct of AUTHORITY'S affairs; and
- G. To exercise all other powers necessary and incidental to carry out the terms and provisions of this Agreement, including the programs as outlined in Article 2, or as may be otherwise authorized by law.

Such powers are subject only to the restrictions upon the manner of exercising the power imposed upon the parties in the exercise of similar powers, as provided in, and for the purposes of, California Government Code Sections 6502 and 6509. Where multiple procedures are provided in the law, the AUTHORITY shall use those procedures that would be required of the County.

In addition to the foregoing powers, the AUTHORITY shall act in an advisory capacity to the governing boards of the Parties relative to SOLID WASTE matters, including the function to:

1. Review and make recommendations relative to franchising or contracting of SOLID WASTE PROCESSING AND TRANSFER services and SOLID WASTE DISPOSAL services;
2. Review and make recommendations regarding the setting of SOLID WASTE PROCESSING AND TRANSFER and SOLID WASTE DISPOSAL fees;
3. Review and recommend policies for the siting and utilization of SOLID WASTE FACILITIES;
4. Review and establish ways and means for broad-based community participation in decisions pertaining to INTEGRATED WASTE MANAGEMENT policies and programs; and



5. Review and make recommendations to the Ventura County AB 939 Local Task Force regarding countywide SOLID WASTE policy which impacts WESTERN VENTURA COUNTY.

Nothing in this Agreement shall be deemed to require that any of the parties commit any amount of solid waste to the AUTHORITY.

Nothing in this Agreement shall be deemed to allocate any liabilities, including but not limited to liabilities pursuant to Public Resources Code Section 40974.

ARTICLE 6

AUTHORITY BOARD

The AUTHORITY shall be governed by a BOARD which shall consist of one (1) member appointed from among each of the governing bodies of each of the Parties to this Agreement. The appointed member from the County of Ventura shall be a representative from a Supervisorial District all or partially contained within the geographical boundaries of WESTERN VENTURA COUNTY and jurisdictions party to this Agreement.

The Parties may appoint alternate member(s) in accordance with the above specified provisions. Appointments to the BOARD, as well as the term of all appointments, shall be at the sole discretion of the appointing Parties. Any member of the BOARD who fails to hold public office in their original appointing jurisdiction shall be replaced by the appointing jurisdiction in a timely manner.

ARTICLE 7

MEETINGS OF AND ACTIONS BY THE BOARD

- A. Meetings. The BOARD shall fix the date, hour, and place of its regular meetings. The BOARD shall hold a minimum of four (4) regular meetings each calendar year. Special meetings of the BOARD may be called in accordance with provisions of applicable law.
- B. Brown Act. All meetings of the BOARD shall be subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) and other applicable laws of the State of California.
- C. Quorum. A simple majority of the members of the BOARD shall constitute a quorum necessary for the transaction of all business.



- D. Actions by the BOARD. Except as may be otherwise required by law, a simple majority vote of the members of the BOARD shall constitute an action of the BOARD.
- E. Minutes. The chairperson of the BOARD shall cause the minutes of all meetings to be taken and distributed to the members of the BOARD for its approval.
- F. Compensation. A reasonable allowance for attendance at meetings of the BOARD, as determined by the BOARD, may be paid by the AUTHORITY to the extent allowed by State law.

ARTICLE 8

**STAFF, CONTRACT SERVICES
AND RECORDS**

The BOARD of the AUTHORITY may appoint and retain independent staff as necessary to fulfill its powers, duties and responsibilities under this Agreement, including appointment of temporary or permanent staff, and may contract for such services or may contract with any of the parties for use of their employees to perform such services. The staff of the BOARD shall maintain the official records of the AUTHORITY.

ARTICLE 9

FUNDING AND BUDGET

Funding for activities of the AUTHORITY shall be accomplished in a manner to be determined by the BOARD. By this Agreement, the parties do not transfer their fee authorities to the BOARD.

The AUTHORITY shall prepare an annual budget which shall be approved by its BOARD. Each year the budget shall be submitted to each of the Parties for their review. Funds of the AUTHORITY may not be disbursed without adoption of an approved budget, and all receipts and disbursements shall be in strict conformance with the approved budget.



ARTICLE 10

AUDIT AND ACCOUNTING SERVICES

Pursuant to Government Code Section 6505.6, the BOARD may designate one of its officers or employees to be the depository and to have custody of all funds of the AUTHORITY and to perform those functions required by Section 6505.5 of the Government Code, including without limitation the functions of auditor-controller for the AUTHORITY. Unless the BOARD designates one of its officers and employees, the County Auditor-Controller shall serve as the depository and treasurer for the AUTHORITY.

There shall be strict accountability of all funds and monthly reports to the BOARD of all receipts and disbursements. Warrants shall be drawn to pay demands against the AUTHORITY when the demands have been approved by the AUTHORITY or by a person authorized by the AUTHORITY to do so. The AUTHORITY will cause an audit of the accounts and records to be made at least annually as prescribed by Section 6505 of the Government Code. 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 and the audit shall conform to generally accepted auditing standards.

The AUTHORITY shall have the power to invest any money in its treasury that is not required for the immediate necessities of the AUTHORITY, as the AUTHORITY determines advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

ARTICLE 11

**RELATIONSHIP OF AUTHORITY TO THE
AB 939 LOCAL TASK FORCE**

The AUTHORITY shall be separate and distinct from the Ventura County AB 939 Local Task Force (Ventura County Waste Commission or its successor agency). The Parties recognize that the AB 939 Local Task Force is responsible for coordinating INTEGRATED WASTE MANAGEMENT and City and County implementation of SOURCE REDUCTION AND RECYCLING ELEMENTS, HOUSEHOLD HAZARDOUS WASTE ELEMENTS, and NON-DISPOSAL FACILITY ELEMENTS, and for coordinating the preparation of state mandated regional plans, including the Countywide Siting Element, Countywide Integrated Waste Management Plan, and County Hazardous Waste Management Plan.

In recognition of the foregoing, the AUTHORITY shall coordinate and cooperate fully with the AB 939 Local Task Force in all matters relating to INTEGRATED WASTE MANAGEMENT, and shall undertake its programs in a manner consistent with adopted regional



policy, as approved by the respective governing boards of the Parties under the advice of the AB 939 Local Task Force.

ARTICLE 12

**WITHDRAWAL OR ADDITION OF PARTIES
AND TERMINATION OF AUTHORITY**

The County or any city, or newly formed city, that is located in western Ventura County may join as a Party to this Agreement by executing the same at any time. Cities outside the territorial boundaries of Ventura County may join as a Party to this Agreement upon approval of the BOARD.

A Party may withdraw from this Agreement at any time upon giving written notice to the AUTHORITY. The withdrawal of any Party from this Agreement shall not terminate the Agreement. No Party that withdraws shall be entitled to payment or return of any contributions to funding, consideration or property paid, or donated by that Party to the AUTHORITY, or to any distribution of assets upon termination, except by unanimous agreement of the remaining Parties. In the event a Party withdraws where notice is required, the Party shall continue to be liable for any liabilities, debts, or obligations incurred prior to such notice that it would have been responsible for if it had remained a Party to this Agreement.

This Agreement may be terminated at any time by a simple majority vote of the BOARD with the concurring consent of the governing boards of a simple majority of the Parties to the Agreement.

ARTICLE 13

DISPOSITION OF DEBT AND 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 assets, including any interest earned on deposits, remaining upon termination of the AUTHORITY and any outstanding liabilities of the AUTHORITY shall be transferred to the successor public entity by the BOARD.

- B. If there is no successor public entity which will carry on any of the activities of the AUTHORITY, the AUTHORITY's assets, including any interest earned on deposits, remaining upon termination of the AUTHORITY and after payment of all obligations, shall be distributed to the Parties in ratio to each Parties total contributions to funding made pursuant to Article 9.



- C. If there is a successor public agency which would undertake some of the activities of the AUTHORITY or assume some of its obligations, the AUTHORITY's assets, including any interest earned on deposits, remaining upon termination of the AUTHORITY and any outstanding liabilities shall be allocated by the BOARD between the successor public entity and the Parties.

In the event the AUTHORITY is terminated under circumstances falling within subparagraphs B. and C. of this Article, all decisions of the BOARD regarding allocation of assets or liabilities shall be final.

ARTICLE 14

LIABILITY, INDEMNITY AND INSURANCE

The AUTHORITY shall indemnify, defend and hold harmless each of the Parties, including all of their boards, officers, employees, agents, servants, and dependant agency's, from and against any and all loss, cost, expense, actions or liability occasioned by or arising directly or indirectly out of the conduct of the AUTHORITY'S affairs of whatsoever nature, including without limitation any liability, whether by strict liability or negligence, for personal injuries or property damage related to establishment, regulation, management, development, acquisition, ownership or operation, by contract or otherwise, of any facility.

The tort liability of the AUTHORITY and all members of the BOARD, and employees of the AUTHORITY, shall be controlled by the provisions of Division 3.6 of the Government Code. The provisions of Division 3.6 of the Government Code relating to indemnification of public employees and the defense of actions arising out of any act or omission occurring in the scope of their employment shall apply to all members of the BOARD, officers and employees of the AUTHORITY.

The AUTHORITY shall obtain and maintain comprehensive liability insurance in an appropriate amount, to be determined by the BOARD, that shall insure AUTHORITY and its officers, employees and servants, and the Parties as named insureds.

ARTICLE 15

NOTICES

All notices required or given pursuant to this Agreement shall be made by depositing same in the U.S. Mail, postage paid, and addressed to the Chairman of the BOARD, each City Manager of the Cities and the Chief Administrative Officer of the County. All correspondence shall be deemed delivered three (3) days after postmark.



ARTICLE 16

SEVERABILITY

If any provision or part of this Agreement is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below.

Date _____ COUNTY OF VENTURA

By Haley Howard

Date 21 Nov. 94 CITY OF Ojai

By [Signature]

Date _____ CITY OF _____

By [Signature]

Date 11/22/94 CITY OF Ventura

By _____

Date _____ CITY OF _____

By _____

Date _____ CITY OF _____

By _____



Date _____ CITY OF _____

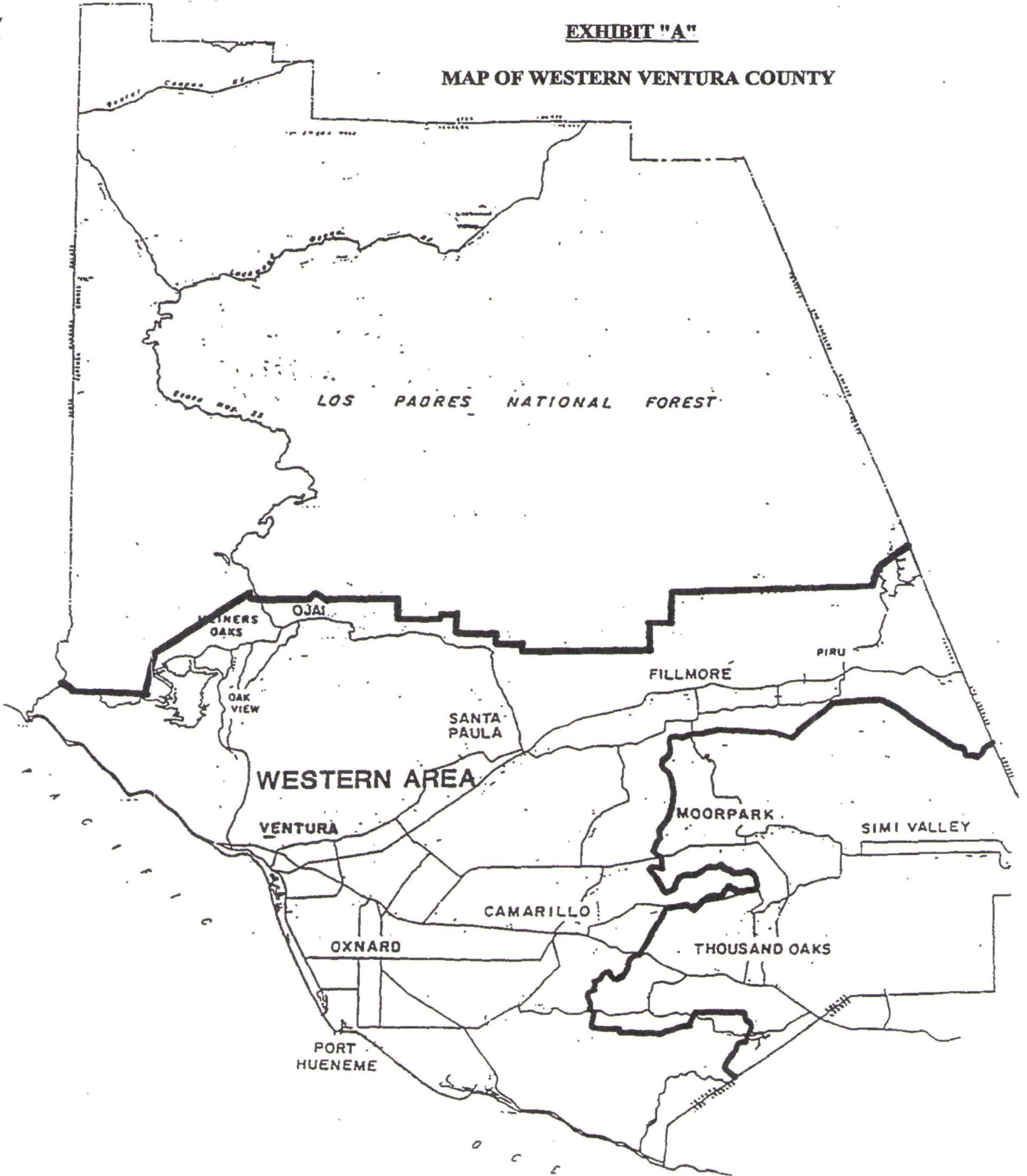
By _____

Date _____ CITY OF _____

By _____

EXHIBIT "A"

MAP OF WESTERN VENTURA COUNTY



BOARD MINUTES

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

SUPERVISORS SUSAN K. LACEY, MARIA E. VANDERKOLK, MAGGIE KILDEE, VICKY HOWARD AND JOHN K. FLYNN

November 1, 1994 at 8:30 a.m.

21.3

POLICY MATTERS - Recommendation of Supervisor Kildee to Approve a Joint Exercise of Powers Agreement Creating the West Ventura County Waste Management Authority and to Join with Ojai and San Buenaventura as the Initial Members.

- (X) All board members are present.
() All board members are present except Supervisor
(X) The following person(s) are heard: Supervisor Kildee
() The following document(s) are submitted to the Board for consideration:
() The Board holds a public hearing.
(X) Upon motion of Supervisor Kildee, seconded by Supervisor Vanderkolk, and duly carried, the Board hereby approves the attached staff recommendation(s).
() Upon motion of Supervisor, seconded by Supervisor, and duly carried, the Board hereby approves the attached staff recommendation(s) with the following modification(s):
() Supervisor(s) dissenting/abstaining.
() Upon motion of Supervisor, seconded by Supervisor, and duly carried, the Board hereby continues the above stated matter to.
() Supervisor(s) dissenting/abstaining.
() Upon motion of Supervisor, seconded by Supervisor, and duly carried, the Board hereby
() Without motion, the Board hereby:
() Continues the above stated matter to
() Makes/hears the attached presentation.
() Removes the above stated matter from the Agenda.
() Receives and files the attached.
() Upon motion of Supervisor, seconded by Supervisor, and duly carried, the Board hereby approves the Informational Agenda as attached.
()

CLERK'S CERTIFICATE

I hereby certify that the annexed instrument is a true and correct copy of the document which is on file in this office. RICHARD D. DEAN, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Ventura, State of California. Dated:

By: Roberta Rodriguez Deputy County Clerk

By: Deputy County Clerk

Item # 20 11/1/94

DISTRIBUTION: Originating Agency, Auditor, File (2), Solid Waste



**BOARD OF SUPERVISORS
COUNTY OF VENTURA**

GOVERNMENT CENTER, HALL OF ADMINISTRATION, L #1880
800 SOUTH VICTORIA AVENUE, VENTURA, CALIFORNIA 93009

November 1, 1994

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009

SUBJECT: WEST VENTURA COUNTY WASTE MANAGEMENT AUTHORITY

RECOMMENDATION:

1. Approve the Joint Exercise of Powers Agreement Creating The West Ventura County Waste Management Authority (Attachment 1), and authorize the Chair to execute the JPA on behalf of Ventura County and to join with Ojai and San Buenaventura as the initial members.
2. Encourage other cities in Western Ventura County to consider becoming members of the JPA.

FISCAL IMPACT:

There is no fiscal impact to the county. No financial obligations are created by this agreement.

DISCUSSION:

Solid waste policy in Western Ventura County is in a state of flux. Bailard Landfill must close by 1997, or earlier. By the year 2000 at least 50 percent of Ventura County's solid waste must be recycled or otherwise diverted from landfills.

The solid waste industry is also in a state of flux. Advancements in the processing of recyclables and the handling of residual waste have provided a vast array of market-driven options for managing our waste. Ventura County is on the cutting edge of new recycling technologies and market development projects that will not only help us to accomplish state-mandated recycling goals, but will stimulate the local economy.

The County and cities must join in supporting these environmentally sound solutions. By "skillfully buying" disposal options that are the most cost-effective and reliable, and by encouraging the growth of new recycling industries, everyone in the community will benefit.

MEMBERS OF THE BOARD
VICKY HOWARD
Chair

SUSAN K. LACEY
MARIA E. VANDERKOLK
MAGGIE ERICKSON KILDEE
JOHN K. FLYNN

MAGGIE ERICKSON KILDEE
SUPERVISOR, THIRD DISTRICT
(805) 654-2276
FAX: (805) 654-2226

TOLL FREE NUMBERS (EXT. 2276): CAMARILLO 385-8600;
SANTA PAULA 933-8484; FILLMORE/PIRU 524-4922; NEWBURY
PARK 529-2060; LOCKWOOD VALLEY 800-660-5474

November 1, 1994

Page 2

Recently, the Waste Commission has listened to a series of presentations from entities, both public and private, eager to process and dispose of Ventura County waste. A common theme in those presentations was that "tons talk" - the more waste we can provide the lower the cost. Currently, most of the solid waste issues before us are being dealt with on an incremental basis rather than through a system approach. We must change this.

In order to maximize our ability to find environmentally sound solutions to the challenges we face, and to drive the best deal for the public, it is time for Western Ventura County communities to band together.

The purpose of the proposed JPA is to: assist in the provision of reliable and cost-effective integrated waste management through a) cooperative implementation of planning elements in a manner which recognizes local autonomy and maximizes regional economies of scale; b) promotion and coordinated marketing of recycled materials and development of industries which utilize recycled materials; c) cooperative funding of activities supported by the Authority.

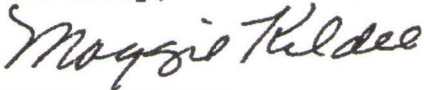
The proposed JPA does not obligate any jurisdiction to a particular project or program. It does serve as a platform from which we can build mutually beneficial arrangements on the basis of voluntary cooperation and good business.

The idea of jurisdictions working together on waste issues is not new. The East County cities along with Ventura County currently participate in a task force which addresses waste issues. On September 13, 1994 Supervisor John Flynn recommended this Board "Encourage the formation and development of JPA's (Joint Powers Agreements) among county areas and cities."

The City Councils of San Buenaventura and Ojai have already voted to become part of this JPA. It is time for the county to join with these two cities and make the long-discussed JPA a reality.

This letter has been reviewed by County Counsel.

Sincerely,



MAGGIE KILDEE
Supervisor, Third District

cc: Western Ventura County Cities