

SUBJECT: CONSOLIDATED WASTE MANAGEMENT AUTHORITY (CWMA)
MEMBERSHIP

SOURCE: Public Works Department – Field Services Division

COMMENT: The CWMA Board of Directors met October 20, 2011, and received a letter from the City of Porterville City Council requesting that the CWMA Board of Directors consider an alternative member contribution structure that would recognize consumption rates and incentivize diversion and recycling efforts. CWMA staff presented a report on alternative membership contribution structures, including a tonnage based methodology. The CWMA Board agreed to the Council's request to modify the membership contribution methodology, and Council approved that the City remain members of the CWMA for 2012/2013.

On June 28, 2012, the CWMA Board approved the 2012/2013 budget with a 10% reduction in membership contributions, with the City's membership dues being further reduced to \$44,835.

Based on the three-year tonnage calculations, and an additional 10% reduction in membership contributions, the City's membership dues for 2013/2014 were \$40,756, and at the December 18, 2012 meeting, Council approved remaining members of the CWMA for 2013/2014.

With dues continuing to be based on tonnage calculations and in the final year of the additional 10% reduction, the City's membership dues for 2014/2015 are calculated to be \$36,698.

By remaining members of the CWMA, the City saves the additional staff time required to track regulatory issues, prepare the annual State report and interact with the State regarding program implementation. Program development and implementation are important compliance components of the State's review of a jurisdiction. The CWMA administrator networks with CalRecycle, industry representatives, and other agencies to research new opportunities for recycling and reusing materials.

The CWMA oversees the countywide programs that the members participate in, such as C&D recycling, battery recycling, and waste to energy diversion. The CWMA also provides sample ordinance development, education and outreach materials, and helps subsidize the County's Household Hazardous Waste (HHW) program. If the City withdraws from the CWMA, it may be responsible for the cost of its HHW program and mobile collection events that are currently funded by the County and subsidized by the CWMA.

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Item No. 22

The CWMA provides additional assistance on items such as mandatory commercial recycling, sharps disposal, and addressing the implementation of new programs to meet the State's anticipated goal of 75% diversion by 2020. The CWMA administrator is also available to assist with site visits to local businesses to assess recycling needs and help them meet their diversion requirements.

Funded by the Solid Waste Operating Funds, should the City of Porterville leave the CWMA, the City will save approximately \$36,698 in membership dues and will receive an additional \$15,000 in bottle bill funds for a total of \$51,698. However, if the City leaves the CWMA, staff estimates that the total annual costs to perform all of the duties expected by the State could be as high as \$76,183. The estimated difference between staying and leaving the CWMA is **\$24,485** in additional expenses (\$76,183 - \$51,698).

Staff Expense	\$33,634
County cost for 2 HHW mobile events	\$26,049
Disposal cost for City collected HHW	\$ 9,500
Promotional material for all required programs	<u>\$ 7,000</u>
	\$76,183

The CWMA is currently working on acquiring sharps collection kiosks for local pharmacies at a cost of \$1,000 each. If the City were to leave the CWMA, a one time cost of \$12,000 to purchase these kiosks could also be incurred by the City. It is staff's recommendation that the City remain members of the CWMA for Fiscal Year 2014/2015.

If Council decides to withdraw from the CWMA, notifications to the CWMA must be made by December 31, 2013, in order to meet the 180-day notification requirement of the CWMA by-laws, though the City would maintain its membership through June 30, 2014.

RECOMMENDATION: That City Council approve the City of Porterville remaining a member of the CWMA for FY 2014/2015.

ATTACHMENT: "Amended and Restated Joint Powers Agreement" Consolidated Waste Management Authority

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2 "AMENDED AND RESTATED JOINT POWERS AGREEMENT"
3 CONSOLIDATED WASTE MANAGEMENT AUTHORITY
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6 THIS AGREEMENT is entered into as of April 27, 2006, between
7 the CITIES OF VISALIA, PORTERVILLE, LINDSAY, DINUBA, TULARE (including
8 its Board of Public Utilities Commissioners), EXETER, FARMERSVILLE, and the
9 COUNTY of TULARE (COUNTY) hereinafter collectively referred to as Members,
10 with reference to the following:

- 11 A. On December 8, 1999 the CITIES OF VISALIA, PORTERVILLE,
12 LINDSAY, DINUBA, and TULARE entered into a Joint Powers
13 Agreement forming the Consolidated Waste Management Authority
14 (CWMA).
- 15 B. On November 26, 2002 Cities of EXETER, FARMERSVILLE and
16 WOODLAKE joined the CWMA as equal members.
- 17 C. On December 15, 2005, the City of Woodlake submitted their desire to
18 withdraw from the CWMA and on January 26, 2006 was formally
19 accepted by CWMA by approval of Resolution No. 2006-01.
- 20 D. On the November 17, 2005, CWMA Board approved Resolution No.
21 2005-04 accepting the COUNTY'S desire to join the CWMA, subject to
22 the terms and conditions set forth below.
- 23 E. The Members intend by this Agreement to create a Joint Powers
24 Authority ("the Authority") to act as a regional agency and independent
25 public agency to comprehensively plan, develop, operate and manage
26 the, transformation, diversion, recycling, processing and disposal of
27 solid waste within the Members' jurisdictions;

1 F. The Members further intend by this Agreement to provide for the
2 funding reasonably anticipated to be necessary for the above
3 purposes.

4 G. Members are authorized to enter into this Agreement pursuant to
5 Government Code §6500 et seq. and Public Resources Code §40970
6 et seq.

7 H. The Members intend that the Authority be the responsible party for
8 compliance with Article 1 (Commencing with Section 41780) of Chapter
9 6 of the Public Resources Code.

10 I. The City of Tulare by charter has a Board of Public Utilities
11 Commissioners to which responsibility has been delegated for solid
12 waste management, and which must thereby also be a signatory to this
13 Agreement.

14 **ACCORDINGLY, IT IS AGREED:**

15 **1. CREATION OF SEPARATE AGENCY:** There is hereby created a
16 regional agency which is an agency separate from the parties to the Agreement,
17 and which is responsible for the administration of the Agreement, to be known as
18 "Consolidated Waste Management Authority" (CWMA). Within thirty (30) days of
19 the effective date of this Agreement, the parties shall cause a notice of this
20 Agreement to be prepared and filed with the office of the California Secretary of
21 State as required by Government Code §6503.5.

22 **2. DEFINITIONS:** Unless otherwise required by the context, the following
23 terms shall have the following meanings:

24 a. "Act" shall mean the California Integrated Waste Management Act of
25 1989 (California Public Resources Code Sections 40000 et seq.) and

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- all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.
- b. "Authority" shall mean the Consolidated Waste Management Authority, which is the public and separate authority created by this Agreement;
 - c. "Board" or "Board of Directors" shall mean the Board of Directors of CWMA as provided in this Agreement to govern and administer the Authority.
 - d. "Member" shall mean any of the signatories of this Agreement and "Members" shall mean all of the signatories to this Agreement.
 - e. "Solid Waste" shall mean all putrescible and nonputrescible solid, semi-solid 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, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, including special wastes as defined in Public Resources Code §41450, but not including hazardous wastes, low-level radioactive waste, or medical waste, as more particularly defined in Public Resources Code §40191 as it may be amended from time to time.
 - f. "Solid waste landfill" or "solid waste disposal site" shall mean a disposal facility that accepts, or has accepted, solid waste for land disposal as more particularly defined in Public Resources Code §40122 as it may be amended from time to time.

- 1 g. "SRRE" shall mean a Source Reduction and Recycling Element as
2 required by the Act as that element may be amended from time to
3 time.
- 4 h. "NDFE" shall mean a Non-Disposal Facility Element as required by the
5 Act as that element may be amended from time to time.
- 6 i. "HHWE" shall mean Household Hazardous Waste Element as required
7 by the Act as that element may be amended from time to time.
- 8 j. "Transfer facility" shall mean a facility, together with necessary
9 accessory facilities, used for the receiving, processing, recycling and
10 transportation of solid waste, and the recovery of materials from solid
11 waste, as more particularly defined in Public Resources Code §40200
12 as it may be amended from time to time.
- 13 k. "CIWMP" shall mean County Integrated Waste Management Plan as
14 required by the Act as that plan may be amended from time to time.

15 **3. PURPOSE:** The purpose of the Authority is to provide for the joint
16 exercise of certain powers common to the Members and for the exercise of such
17 additional powers as are conferred by law in order to meet the requirements of the
18 Act. The Members are each empowered by the laws of the State of California to
19 exercise the powers specified in this Agreement and to comply with the provisions
20 of the Act and other laws. These common powers shall be exercised for the benefit
21 of any one or more of the Members or otherwise in the manner set forth in this
22 Agreement.

23 The Members will be responsible for implementation of their programs and
24 enter this agreement with the intent to operate the Authority in compliance with the
25 requirements of the Act with a minimum level of staff, addressing those operations

1 and programs that can be most cost-effectively handled at the regional level by
2 maximizing local resources, private sector participation and contract services. The
3 duties and responsibilities of each Member are described in the County Integrated
4 Waste Management Plan (CIWMP) which is hereby incorporated in this agreement.
5 The Authority is formed with the sole purpose and intent of jointly measuring
6 disposal reduction by the member agencies and of facilitating the development of
7 joint programs and projects that provide economies of scale. The members will
8 exercise independent power within their own jurisdiction, to including but not limited
9 to, the establishment or approval of fees, the collection of solid waste, landfills and
10 the administration of landfills and transfer stations.

11 **4. POWERS:** The Authority is hereby authorized, in its own name, to
12 exercise any power common to the parties as to solid waste management within
13 the boundaries of the Member jurisdictions, and to thereby perform all acts
14 necessary to accomplish its purpose as stated in this Agreement, except as may
15 be otherwise provided in this Agreement, including, but not limited to, the following:

- 16 a. To make and/or assume contracts;
- 17 b. To employ agents, employees, consultants and such other persons or
18 firms as it may deem necessary;
- 19 c. To acquire by condemnation or otherwise land and/or facilities not
20 owned by any member to construct, manage, maintain or operate any
21 building, works or improvements, including systems, plants, Disposal
22 Sites, Transfer Facilities or other facilities for the purposes of
23 collection, disposal, treatment, transformation, diversion, or recycling of
24 solid waste;

- 1 d. To incur debts, liabilities or obligations, subject to the limitations
2 provided in this Agreement;
- 3 e. To sue and be sued in its own name;
- 4 f. To apply for and accept grants, advances and contributions;
- 5 g. To set processing, disposal fees and other rates, and to levy and
6 collect fees and charges, including tipping fees and gate fees as
7 provide by this Agreement, or as permitted by law for Authority owned
8 and/or operated facilities.
- 9 h. To adopt ordinances and resolutions as authorized by law;
- 10 i. To issue bonds in any manner authorized by law;
- 11 j. To adopt an annual budget;
- 12 k. To exercise the authority otherwise vested in any party to this
13 Agreement to apply for State or Federal funding to defray any of the
14 costs of operation of the Authority;
- 15 l. To take such actions as are deemed necessary to address
16 transformation, reduction, recycling and diversion goals for solid waste
17 as mandated by the Act, or as deemed desirable by the Authority;
- 18 m. To require appropriate reports from agencies, organizations and
19 businesses which collect recyclables and;
- 20 n. To license, franchise, permit and/or contract with qualified persons,
21 including, but not limited to, independent haulers or any Member of the
22 Authority, and to provide any service required by the Authority to
23 accomplish its purpose.

24 The Authority shall have no responsibility for the operation of the Tulare
25 County Solid Waste Enterprise Fund to include, but not be limited to, the operation

1 of the Tulare County landfills and transfer stations, the establishment of reserves or
2 for the setting of tipping or gate fees.

3 **5. OBLIGATIONS OF AUTHORITY:** No debt, liability or obligation of the
4 Authority shall constitute a debt, liability or obligation of any of the Members,
5 except as otherwise provided in this Agreement.

6 **6. DESIGNATION OF ADMINISTERING AGENCY:** The powers of the
7 Authority provided in this Agreement shall be exercised in the manner provided by
8 law for the exercise of such powers by the Members.

9 **7. ORGANIZATION:**

10 a. **GOVERNING BOARD:** The Authority shall be governed by a Board of
11 Directors which shall be composed of one (1) sitting member of each
12 of the city councils, or in the case of the City of Tulare, a member of its
13 Board of Public Utilities, and one (1) sitting member of the Tulare
14 County Board of Supervisors. In addition, each of the parties may
15 designate an alternate Member of the Board who may participate as a
16 Member of the Board only when the principal Member is absent. An
17 alternate Member of the Board shall be a member of the legislative
18 body of the member which he or she represents. Directors and
19 alternates shall serve without compensation, except that they may be
20 reimbursed for reasonable out-of-pocket expenses associated with
21 their service on the Board as authorized by the Board.

22 b. **TERM:** The Members from the city councils and the COUNTY and the
23 alternates shall serve at the pleasure of the legislative body which
24 appointed them.

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c. MEETINGS: Regular meetings of the Board shall be held at least quarterly, on such dates and times and at such locations as the Board shall fix by resolution. Special meetings of the Board shall be called in accordance with Government Code §54596. All meetings shall comply with the provisions of the Ralph M. Brown Act (Government Code §54950 et seq.)

d. QUORUM: Five (5) Members of the Board shall constitute a quorum in order to conduct business.

e. VOTING: A simple majority of the quorum shall be required for the adoption of a resolution, ordinance or other action of the Board, except that: (a) a majority vote of less than a quorum may vote to adjourn; (b) any of the following actions shall require a vote of two-thirds (2/3) of the authorized members of the board (as opposed to a quorum):

- (1) Adoption of an annual budget;
- (2) Any modification of the annual budget;
- (3) Contracts up to \$25,000 and for terms of up to two (2) years, which are otherwise not subject to a four fifths (4/5) vote as hereinafter provided;
- (4) Admission of additional members;
- (5) Appointment, employment, or dismissal of an employee, including any independent contractor who functions as an employee.
- (6) Obtain reimbursement from any member for failure to implement programs identified in their SRRE, NDFE and HHWE;
- (7) Compromise or payment of any claim against the Authority;
- (8) To acquire by condemnation property not owned by the Members;

1 (c) A four-fifths (4/5) vote of the Board (as opposed to a quorum) is
2 required for the following actions:

3 (1) The acquisition or lease of real property or equipment in excess of
4 1 year lease term.

5 (2) Contracts in excess of \$25,000 or a 2 year term;

6 And (d) unanimous vote of the Board (as opposed to a quorum) is
7 required for the:

8 (1) The issuance, execution or delivery of bonds;

9 (2) The formation of an assessment district or other similar financing
10 mechanism.

11 f. MINUTES: The Board shall cause minutes of all meetings to be
12 prepared, and shall cause a copy of the minutes to be delivered to
13 each member of the Board, and filed with the governing body of each
14 party, as soon as practicable after each meeting.

15 g. RULES: The Board shall adopt such other bylaws, rules and
16 regulations for the conduct of its business as it shall deem necessary
17 or desirable consistent with the provisions of this Agreement.

18 h. OFFICERS: The officers of the Authority shall be a Chairperson, Vice-
19 Chairperson, Secretary, Treasurer, Auditor, and such other officers as
20 the Board shall designate. The election of officers will take place at the
21 first meeting of a new fiscal year. The Authority may employ or contract
22 for the services of a Treasurer and Auditor. The Treasurer is
23 designated as the depository for the Authority. The Treasurer shall be
24 formally designated by a resolution adopted by the Board of Directors

1 stating the effective date of the appointment and the term of the
2 appointment.

3 i. **BONDING:** The Board shall designate the public office or officers or
4 person or persons who have charge of, handle, or have access to any
5 property of the Authority, and shall require such public officer or
6 officers or person or persons to file an official bond in an appropriate
7 amount to be fixed by the Board.

8 **8. ACCOUNTABILITY, REPORTS AND AUDITS:** There shall be strict
9 accountability of all funds, and the Auditor shall report any and all receipts and
10 disbursements to the Board with such frequency as shall reasonably be required by
11 the Board. In addition, the Auditor shall either make or contract with a certified
12 public accountant to make an annual audit of the accounts and records of the
13 Authority as required by Government Code §6505. In each case, the minimum
14 requirements of the audit shall be those prescribed by the State Controller for
15 special districts pursuant to Government Code §26909, and shall conform to
16 generally accepted accounting principles. The auditor shall be formally designated
17 by a resolution adopted by the Board of Directors stating the effective date of the
18 appointment and the term of the appointment.

19 **9. OPERATING BUDGET:** The Board shall approve an operating budget
20 as required to conduct its business in a manner consistent with the purposes of the
21 Authority. In addition to normal operating requirements, the budget shall address
22 the capital costs of developing future solid waste facilities.

23 **10. CONTRIBUTIONS:** The Authority shall have the power to establish a
24 joint operating fund. The fund shall be used to pay all administrative, operating and
25 other expenses incurred by the Authority. Funding shall be from Member

1 contributions as determined by the Authority and other sources. No Member shall
2 be obligated to make any contributions of funds to the Authority for facilities to be
3 established in accordance with this Agreement or pay any other amounts on behalf
4 of the Authority without that Member's consent evidenced by a written instrument
5 signed by a duly authorized representative of the Member.

6 **11. ISSUANCE OF BONDS:** If the Board should decide by a unanimous
7 vote that it will be necessary to acquire, construct, improve and finance a project
8 for the purposes of the disposal, treatment, transformation, diversion or recycling of
9 solid waste, the Authority may issue bonds, including revenue bonds for that
10 purpose as authorized by Government Code §6540 et seq.

11 **12. ASSESSMENTS FOR EXTRAORDINARY COSTS:** In the event the
12 Authority should experience an unanticipated need to pay for extra-ordinary costs,
13 or to pay for any and all costs of litigation or indemnification as provided in this
14 Agreement, and to the extent that such costs cannot otherwise be reasonably
15 funded through use of reserves on hand or through the other revenue sources
16 authorized by this Agreement, the Board may allocate the additional costs, whether
17 actually incurred or estimated to be necessary, among the Members in proportion
18 to the population contained within the boundaries then current of the Members as
19 last determined by the California Department of Finance. The Members agree that
20 they will then contribute their proportionate share of the additional costs within a
21 reasonable period of time as determined by the Board.

22 **13. INVESTMENT OF SURPLUS FUNDS:** The Authority may invest any
23 money in the treasury that is not required for its immediate necessities in the same
24 manner, and upon the same conditions, as any local agency may do pursuant to
25 Government Code §53601.

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14. FISCAL YEAR: The fiscal year for the Authority shall extend from July 1 to June 30 of each year.

15. CONTRACT FOR STAFFING: The Authority shall employ or contract for the services of legal counsel who shall advise the Authority on legal matters. The Authority may also employ its own Executive Director and administrative staff, or it may contract with any Member for that purpose.

16. RESTRICTIONS ON OPERATIONS: The Authority may not regulate tipping or gate fees for authority-owned facilities that are different for any one party to this agreement (or its residents) than any other party (or its residents) without the consent of the affected members.

Under no circumstances shall the Authority assume responsibility for hazardous waste disposal sites as defined by Health and Safety Code §25117.1.

17. CIVIL PENALTIES: Any civil penalties which are imposed pursuant to the Act by the California Integrated Waste Management Board will be paid by the Authority. In the event that a Member or Members fails to implement the programs identified in the CIWMP or fulfill its obligations under this Agreement, the Authority may request reimbursement for any civil penalties assessed by the California Integrated Waste Management Board as a result of this action, from the offending Member or Members.

If it is determined that a Member has failed to fulfill its obligation under this Agreement, which failure results in the imposition of penalties by the California Integrated Waste Management Board, such member shall be obligated to pay all incurred penalties and costs of enforcement including but not limited to attorney's fees and costs.

1 **18. WITHDRAWAL:** Any Member may withdraw from the Authority by
2 filing with the Authority a written notice to withdraw one hundred eighty (180) days
3 prior to the date of withdrawal. The withdrawal of the Member shall have no effect
4 on the continuance of this Agreement among the remaining Members. The
5 withdrawing Member shall remain responsible for its proportionate share of the
6 then Fiscal Year's operating budget. Except upon vote by the Board to terminate
7 the Authority, any Member that withdraws as provided herein shall be
8 proportionately liable for all the outstanding obligations or debts incurred by the
9 Authority, including remaining unfunded capital expenditures incurred or approved
10 prior to the date of written notice of withdrawal of such Member. The assets
11 contributed by the withdrawing member or the value of the assets at the date of
12 withdrawal will be returned to the withdrawing member.

13 **19. TERM AND TERMINATION:** This Agreement shall become effective,
14 and the Authority shall come into existence, on the date that the last of the named
15 parties executes the Agreement. The Agreement, and the Authority, shall thereafter
16 continue in full force and effect until the governing bodies of the parties
17 unanimously elect to terminate the Agreement.

18 Upon effective election to terminate this Agreement, the Board shall
19 continue to act as a board to wind up and settle the affairs of the Authority. The
20 Board shall adequately provide for the known debts, liabilities and obligations of the
21 Authority, and shall then distribute the assets of the Authority among the Members,
22 as follows:

- 23 a. The assets contributed by each Member, or the value thereof as of the
24 date of termination shall be distributed to that entity.

1 b. The remaining assets shall then be distributed in proportion to the
2 population contained within the boundaries then current of the
3 Members as last determined by the California Department of Finance.

4 The distribution of assets shall be made in-kind to the extent possible by
5 returning to each Member those assets contributed by such parties to the Authority;
6 however, no party shall be required to accept transfer of an asset in kind,

7 Notwithstanding any other provision by the Board for payment of all known
8 debts, liabilities and obligations of the Authority, each of the Members shall remain
9 liable for any and all such debts, liabilities, and obligations in proportion to the
10 population contained within the boundaries of the last determined by the California
11 Department of Finance as of the effective date of termination of the Agreement.

12 Upon termination of the Authority, each Member shall continue to assume
13 its full responsibility to comply with the requirements of Part 2 of Division 30
14 (commencing with Section 40900) of the Public Resources Code, including, but not
15 limited to, Article 1 (commencing with Section 41780); shall continue to implement
16 any source reduction, recycling, and composting programs included in their
17 SRREs, NDFEs, and HHWEs which may be amended from time to time and are
18 subject to revision approved by the California Integrated Waste Management
19 Board; and shall report and track its own disposal and diversion programs as
20 required by law.

21 **20. INDEMNIFICATION/CONTRIBUTION:** The Authority shall hold
22 harmless, defend and indemnify the Members, and their agents, officers and
23 employees from and against any liability, claims, actions, costs, damages or losses
24 of any kind, including death or injury to any person and/or damage to property
25 (including property owned by any Member), arising out of the activities of the

1 Authority, or its agents, officers and employees under this Agreement. The
2 foregoing indemnification obligations shall continue beyond the term of this
3 Agreement as to any acts or omissions occurring before or under this Agreement
4 or any extension of this Agreement.

5 To the extent that the Authority is unable or unwilling to hold harmless,
6 defend and indemnify any party to this Agreement as provided in this Section, such
7 party shall be entitled to contribution from each of the other parties in proportion to
8 the population contained within the boundaries of the Member as last determined
9 by the California Department of Finance as of the date that the obligation of the
10 Authority for such indemnification is liquidated.

11 **21. INSURANCE:** The Authority shall obtain general liability and
12 environmental insurance containing liability in such amounts as the Board shall
13 determine will be necessary to adequately insure against the risks of liability that
14 may be incurred by the Authority. The Members, their officers, directors and
15 employees, shall be named as additional insureds.

16 **22. CLAIMS:** All claims against the Authority, including, but not limited to,
17 claims by public officers and employees for fees, salaries, wages, mileage, or any
18 other expenses, shall be filed within the time and in the manner specified in
19 Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the
20 Government Code.

21 **23. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents
22 the entire agreement among the parties as to its subject matter and no prior oral or
23 written understanding shall be of any force or effect. No part of this Agreement may
24 be modified without the written consent of all of the parties.

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24. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

25. NOTICES: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

Consolidated Waste Management Authority
707 W. Acequia
Visalia CA 93291
(559) 738-3318
FAX: (559) 730-7043

MEMBERS:

City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618
(Fax No.: (559) 591-5902 / Confirming No.: (559) 591-5906)

City of Lindsay
P.O. Box 369
Lindsay CA 93247
(Fax No.: (559) 562-5748 / Confirming No.: (559) 562-5945)

City of Porterville
291 N. Main Street
Porterville, CA 93257
(Fax No.: (559) 781-6437 / Confirming No.: (559) 782-7460)

City of Tulare
411 E. Kern Ave.
Tulare CA 93274
(Fax No.: (559) 685-2398 / Confirming No.: (559) 684-4200)

City of Visalia
707 W. Acequia
Visalia CA 93277
(Fax No.: (559) 730-7043 / Confirming No.: (559) 738-3318)

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City of Exeter
P.O. Box 237
Exeter, CA 93221
(Fax No.: (559) 562-3516 / Confirming No.: (559) 592-3318

City of Farmersville
909 W. Visalia Rd.
Farmersville, CA 93223
(Fax No.: (559) 747-6724 / Confirming No.: (559) 747-0458

City of Woodlake (member until June 30, 2006)
350 N. Valencia Blvd.
Woodlake, CA 93286
(Fax No.: (559) 564-8776 / Confirming No.: (559) 564-2317

County of Tulare
2800 Burrel
Visalia, CA 93291
(Fax No.: (559) 733-6318 / Confirming No.: Fax (559) 733-6531)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Any party may change the above address by giving written notice pursuant to this Section.

26. CONSTRUCTION: This Agreement reflects the contributions of all parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

27. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

28. WAIVERS: The failure of any party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.

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29. EXHIBITS AND RECITALS: The recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

30. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to any party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

31. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

32. COUNTERPARTS: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

/
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Dated: _____ CITY OF DINUBA
By _____
Mayor

ATTEST
Clerk of the City of Dinuba

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Dated: _____

CITY OF LINDSAY

By Ed Manning
Mayor

Tommy Ald
ATTEST
Clerk of the City of Lindsay

Dated: 3/28/06

CITY OF PORTERVILLE

By _____
Mayor

ATTEST
Clerk of the City of Porterville

Dated: _____

CITY OF TULARE

By _____
Mayor

ATTEST
Clerk of the City of Tulare

Dated: _____
UTILITIES

CITY OF TULARE BOARD OF PUBLIC

By _____

ATTEST
Secretary of the Board


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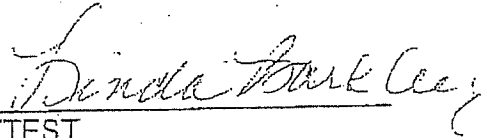
CITY OF DINUBA Signature page

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: 4-11-06

CITY OF DINUBA

By 
Mayor


ATTEST
Clerk of the City of Dinuba


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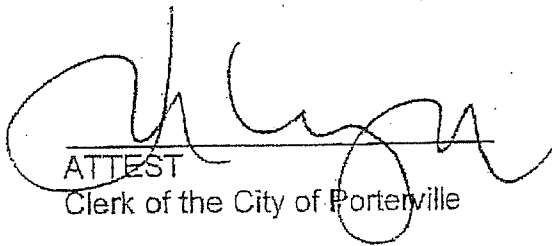
CITY OF PORTERVILLE Signature page

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: April 4, 2006

CITY OF PORTERVILLE

By 
Mayor


ATTEST
Clerk of the City of Porterville

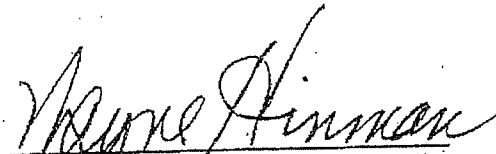
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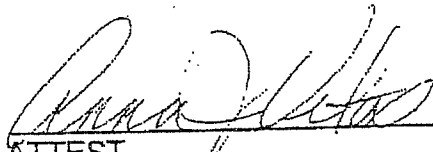
CITY OF TULARE Signature page

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: 4/20/06

CITY OF TULARE

By 
President, Board of Public Utilities
Commissioners


ATTEST
Secretary, Board of Public Utilities
Commissioners

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CITY OF VISALIA Signature page

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: 4-17-06

CITY OF VISALIA

By *Jesús J. Zamora*
Mayor

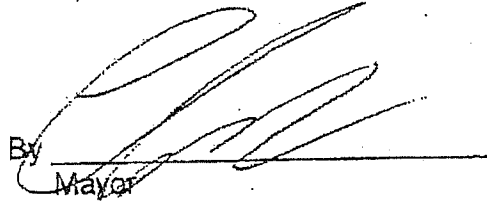
[Signature]
ATTEST *Chief Deputy City*
Clerk of the City of Visalia


CITY OF EXETER

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: 4/25/06

CITY OF EXETER

By 
Mayor


ATTEST
Clerk of the City of Exeter

COUNTY OF TULARE

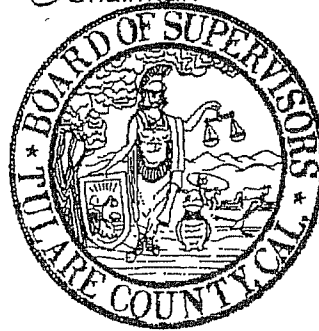
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: April 18, 2006

COUNTY OF TULARE

By *J. Steven Worthley*
J. Steven Worthley,
Chairman

Anna J. Bava
ATTEST
Clerk of the Board



Approved to Form
County Counsel

Cliff O. Smith
Deputy 4-18-06

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CITY OF FARMERSVILLE Signature page

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: 4/21/06

CITY OF FARMERSVILLE

By Michael Santanà
Michael Santanà, Mayor

Rosemary Silva
ATTEST
Rosemary Silva, Clerk of the City of Farmersville