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IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE

THIS IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE JOINT POWERS AGREEMENT (hereinafter referred to as "TVWMJPA"), made and entered into this 2nd day of November, 2000, by and among the cities of BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL and WESTMORLAND all municipal corporations, and the COUNTY of IMPERIAL, a political subdivision of the State of California, (hereinafter referred to as "COUNTY" (the cities and COUNTY may be referred to collectively as "AGENCIES" or individually as "AGENCY").

WITNESSETH

WHEREAS, the AGENCIES are empowered by law to provide for solid waste disposal; and

WHEREAS, Assembly Bill 939, (hereinafter referred to as "AB939"), an omnibus solid waste management bill was signed into law September 1989; and

WHEREAS, each AGENCY has prepared and submitted a Source Reduction and Recycling Element and Household Hazardous Waste Element, consistent with the policies of the State as required by AB939; and

WHEREAS, the AGENCIES are required by AB939 to divert 25% of all solid waste from landfill disposal or transformation by January 1, 1995; and

WHEREAS, the AGENCIES are required by AB939 to divert 50% of all solid waste through source reduction, recycling and composting by the year 2000; and

approved CC 10/03/2000

1 WHEREAS, the County's Board of Supervisors established a Local Task Force to
2 assist in coordinating the development of the AGENCIES' Source Reduction and Recycling
3 Elements and Household Hazardous Waste Elements; and
4

5 WHEREAS, the AGENCIES hereto intend to enter this Agreement as a joint exercise
6 of power for AB939 planning, administration and compliance under Article 1, Chapter 5,
7 Division 7, of the Government Code, commencing with Section 6500 for that purpose; and
8

9 WHEREAS, Public Resources Code §40967 provides for the AGENCIES to enter into
10 the IVWMJPA for the purposes of complying with AB939; and
11

12 WHEREAS, the representatives of the IVWMJPA shall upon its creation, designate a
13 IVWMJPA Administrator; and
14

15 WHEREAS, the representatives of the AGENCIES of the IVWMJPA have
16 designated the CITY OF EL CENTRO to act as the first IVWMJPA Administrator; and
17

18 WHEREAS, the AGENCIES understand that each AGENCY is responsible to achieve
19 its goals and objectives in their respective Source Reduction and Recycling Element, and
20 Household Hazardous Waste Element;

21 NOW, THEREFORE, THE AGENCIES HAVE AND HEREBY AGREE AS
22 FOLLOWS:

23 **1.0 IVWMJPA ADMINISTRATOR**

24 1.1. The IVWMJPA Administrator, on behalf of the IVWMJPA, will enter into an
25 Agreement with a qualified consultant, or, at the election of the IVWMJPA
26 Administrator, hire staff, to coordinate and direct all AGENCIES' programs specified
27 in their respective adopted Source Reduction and Recycling Elements and Household
28 Hazardous Waste Elements.

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1.1.1. The consultant or staff will advise and assist each agency on methods to achieve their goals and objectives;

1.1.2. The consultant or staff will provide evaluation, guidance, timelines and the performance of specific tasks as identified in the annual adopted work program for the implementation of each AGENCY'S adopted Source Reduction and Recycling Elements and Household Hazardous Waste Elements;

1.1.3. The consultant or staff will monitor and evaluate the annual adopted work program;

1.1.4. The consultant or staff will make recommendations for the funding of annual adopted work program and develop grant proposals for such funding.

1.2 The IVWMJPA Administrator will monitor the performance of the consultant to assure that obligations are completed. Bi-annual performance reviews will be conducted to monitor satisfactory performance of contractual responsibilities. The IVWMJPA Administrator will take corrective actions, as determined by the AGENCIES, as necessary, to insure compliance with the annual work program on behalf of the IVWMJPA.

1.3 The IVWMJPA Administrator shall provide quarterly budget summaries to the AGENCIES. The IVWMJPA Administrator shall comply with all requirements of Title 1, Chapter 5 of the Government Code relating to the joint exercise of powers.

1.4 The IVWMJPA Administrator will provide to AGENCIES a yearly budget summary as of the second quarter of the fiscal year by February 1st indicating the projected balances through year-end.

1 1.5. **IVWMJPA** Administrator will provide to **AGENCIES** an estimated annual
2 budget by February 15th, for the subsequent fiscal year. The **IVWMJPA** Administrator
3 shall be reimbursed for reasonable costs. Reasonable costs shall be identified in the
4 yearly budget.
5

6 1.6. The **IVWMJPA** Administrator may resign at any time upon six months written
7 notice to the **AGENCIES**. Within two months of the receipt of such a notice,
8 **AGENCIES** shall elect a new **IVWMJPA** Administrator. The new administrator shall
9 assume the duties at the end of the six-month period.
10

11 1.7. Upon majority vote, the **AGENCIES** may give six months notice to the
12 **IVWMJPA** Administrator that the **AGENCIES** desire to have a new
13 administrator. In such an event, the procedure set out in 1.6 shall be used.

14 1.8. Any indemnifications or insurance covering the acts or omissions of the
15 **IVWMJPA** shall inure to the benefit of the **AGENCIES** in proportion to their
16 participation.
17

18 **2.0 AGENCIES**

19 2.1 **AGENCIES** shall each work cooperatively with the consultant or staff and
20 **IVWMJPA** Administrator, to establish their individual Source Reduction and
21 Recycling Programs and Household Hazardous Waste Programs.

22 2.2 **AGENCIES** will participate in the selection and performance review of the
23 consultant or staff.
24

25 2.3 **AGENCIES** shall approve the annual budget by April 1st.
26
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1 2.4 AGENCIES will deposit with the IVWMJPA Administrator, their share of the
2 annual budget as adopted in the work program. The annual budget will be divided into
3 12 equal monthly payments.
4

5 2.5 AGENCIES will have one vote.

6 2.6 AGENCIES may be represented by alternate or proxy. In the event that
7 AGENCIES choose this form of participation, evidence of designation of the
8 authorized representative will be on file with the IVWMJPA Administrator before such
9 representative may act.
10

11 2.7 AGENCIES may resign from the IVWMJPA upon two months written notice
12 to the IVWMJPA Administrator.

13 2.7.1 Resignations will be effective at the conclusion of the current fiscal year.

14 2.7.2 AGENCIES must be current on fiduciary obligations.

15 2.7.3 AGENCIES must submit an Agency resolution.

16 2.7.4 Remaining AGENCIES shall constitute the IVWMJPA.

17 2.7.5 Resignation(s) shall not affect the duties or obligations of the remaining
18 AGENCIES.
19

20 3.0 PROJECT COST

21 3.1. 25% of the annual project cost will be distributed in eight equal parts.

22 3.2. 75% of the annual project cost will be distributed based upon the AGENCIES'
23 percentage of population to the total population within the County of Imperial.
24

25 3.3. Total population will include the population of the seven cities and the
26 unincorporated County area. The population figures to be utilized will be those as
27 determined by the State Department of Finance in May of each fiscal year.
28

1 3.4 Total cost will be the sums of 3.1 and 3.2.

2 4.0 **INDEMNIFICATION**

3 Each **AGENCY** indemnifies and holds the others harmless in proportion to their
4 comparative fault as established under California law.

5
6 5.0 **AUDITS**

7 The **IVWMJPA** Administrator shall require an independent financial annual audit of
8 the books of the **IVWMJPA**, if requested by a majority of the **AGENCIES**. Said audit will be
9 completed within ninety days after the conclusion of the fiscal year. Cost of the audit will be
10 allocated based upon the cost sharing formula of 3.0.

11
12 6.0 **TERM**

13 The term of this **IVWMJPA** shall be indefinite, unless an **AGENCY** exercises its rights
14 to resign under Section 2.7., or a new **IVWMJPA** Administrator is appointed under Section
15 1.6. or 1.7.

16 7.0 **COUNTERPARTS**

17 This Agreement may be executed in counterparts, providing that each **AGENCY**
18 receives an Agreement originally executed by each other **AGENCY**.

19
20 8.0 **EXECUTION**

21 Each named **AGENCY** shall execute and return two copies of this Agreement to the
22 **IVWMJPA** Administrator within sixty days of the date first hereinabove written. No named
23 **AGENCY** shall be bound by this Agreement unless and until all named **AGENCIES** comply
24 with this provision. In the event that less than all named **AGENCIES** execute and return two
25 copies of this Agreement within the time required herein, **ADMINISTRATOR** shall poll all
26 complying **AGENCIES** to determine if such complying **AGENCIES** agree to assume its
27
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1 proportionate share of the non-complying AGENCY's share of the costs apportioned to such
2 non-complying AGENCY. Failure of each complying AGENCY to agree to assume its
3 proportionate share of the non-complying AGENCY's share of costs within fifteen days of
4 being polled share void all signatures and this Agreement shall be of no force and effect.
5

6 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date
7 first above written.

8
9 *****SIGNATURE PAGES IN SIGNATURE PAGE FOR IVWMJPA DOCUMENT*****

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3 **SIGNATURE PAGE FOR THE**
4 **IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE**

5 ATTEST:

COUNTY OF IMPERIAL

6 

6 
7 WALLY LEIMGRUBER, Chairman
8 Board of Supervisors

7 LINDA K. WEAVER, Clerk of
8 The Board of the County of Imperial,
9 State of California

10 DATE: 10-1-2000

DATE: _____

11
12 CITY OF BRAWLEY

13 ATTEST: _____

By: _____

14 DATE: _____

DATE: _____

15
16
17 CITY OF CALEXICO

18
19 ATTEST: _____

By: _____

20 DATE: _____

DATE: _____

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23 CITY OF CALIPATRIA

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25 ATTEST: _____

By: _____

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27 DATE: _____

DATE: _____

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SIGNATURE PAGE FOR THE
IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE

ATTEST: _____

COUNTY OF IMPERIAL

LINDA K. WEAVER, Clerk of
The Board of the County of Imperial,
State of California

WALLY LEIMGRUBER, Chairman
Board of Supervisors

DATE: _____

DATE: _____

ATTEST: Janet P. Smith

By: W. J. Shul

DATE: 10/06/00

DATE: October 6, 2000

ATTEST: _____

By: _____

DATE: _____

DATE: _____

ATTEST: _____

By: _____

DATE: _____

DATE: _____

CITY OF BRAWLEY

CITY OF CALEXICO

CITY OF CALIPATRIA

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SIGNATURE PAGE FOR THE
IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE

ATTEST: _____

COUNTY OF IMPERIAL

LINDA K. WEAVER, Clerk of
The Board of the County of Imperial,
State of California

WALLY LEIMGRUBER, Chairman
Board of Supervisors

DATE: _____

DATE: _____

ATTEST: _____

CITY OF BRAWLEY
By: _____

DATE: _____

DATE: _____

ATTEST: *Juanes Gonzalez*

By: *Javier Alatorre*

DATE: *10/12/00*

DATE: *10/12/00*

ATTEST: _____

CITY OF CALIPATRIA
By: _____

DATE: _____

DATE: _____

**SIGNATURE PAGE FOR THE
IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE**

ATTEST:

COUNTY OF IMPERIAL

LINDA K. WEAVER, Clerk of
The Board of the County of Imperial,
State of California

WALLY LEIMGRUBER, Chairman
Board of Supervisors

DATE: _____

DATE: _____

CITY OF BRAWLEY

ATTEST: _____

By: _____

DATE: _____

DATE: _____

CITY OF CALEXICO

ATTEST: _____

By: _____

DATE: _____

DATE: _____

CITY OF CALIPATRIA

ATTEST: Catherine Doss

By: Rosario Marquez

DATE: 9-28-00

DATE: 9-28-00

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**SIGNATURE PAGE FOR THE
IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE**

CITY OF EL CENTRO

ATTEST: *Pita M. Noden*
DATE: 10-31-00

By: *[Signature]*
DATE: 10/31/00

CITY OF HOLTVILLE

ATTEST: _____
DATE: _____

By: _____
DATE: _____

CITY OF IMPERIAL

ATTEST: _____
DATE: _____

By: _____
DATE: _____

CITY OF WESTMORLAND

ATTEST: _____
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By: _____
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**SIGNATURE PAGE FOR THE
IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE**

CITY OF EL CENTRO

ATTEST: _____

By: _____

DATE: _____

DATE: _____

CITY OF HOLTVILLE

ATTEST: Jeanne Miller

By: [Signature]

DATE: 10/10/00

DATE: 10/10/00

CITY OF IMPERIAL

ATTEST: _____

By: _____

DATE: _____

DATE: _____

CITY OF WESTMORLAND

ATTEST: _____

By: _____

DATE: _____

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**SIGNATURE PAGE FOR THE
IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE**

CITY OF EL CENTRO

ATTEST: _____

By: _____

DATE: _____

DATE: _____

CITY OF HOLTVILLE

ATTEST: _____

By: _____

DATE: _____

DATE: _____

CITY OF IMPERIAL

ATTEST: *[Signature]*

By: *[Signature]*

DATE: 10-26-00

DATE: 10-26-00

CITY OF WESTMORLAND

ATTEST: _____

By: _____

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DATE: _____

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**SIGNATURE PAGE FOR THE
IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE**

CITY OF EL CENTRO

ATTEST: _____

By: _____

DATE: _____

DATE: _____

CITY OF HOLTVILLE

ATTEST: _____

By: _____

DATE: _____

DATE: _____

CITY OF IMPERIAL

ATTEST: _____

By: _____

DATE: _____

DATE: _____

CITY OF WESTMORLAND

ATTEST: *Jolly S* _____

By: *[Signature]* _____

DATE: 11-2-00 _____

DATE: 11-2-00 _____

