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2 **IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE**

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4 THIS IMPERIAL VALLEY WASTE MANAGEMENT TASK FORCE JOINT
5 POWERS AGREEMENT (hereinafter referred to as "IVWMJPA"), made and entered into this 2nd
6 day of November, 2000, by and among the cities of **BRAWLEY, CALEXICO,**
7 **CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL** and **WESTMORLAND** all
8 municipal corporations, and the **COUNTY of IMPERIAL**, a political subdivision of the State
9 of California, (hereinafter referred to as "**COUNTY**") (the cities and **COUNTY** may be referred
10 to collectively as "**AGENCIES**" or individually as "**AGENCY**").
11

12 WITNESSETH

13 **WHEREAS**, the **AGENCIES** are empowered by law to provide for solid waste
14 disposal; and
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16 **WHEREAS**, Assembly Bill 939, (hereinafter referred to as "**AB939**"), an omnibus
17 solid waste management bill was signed into law September 1989; and

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

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

23 **WHEREAS**, the **AGENCIES** are required by **AB939** to divert 50% of all solid waste
24 through source reduction, recycling and composting by the year 2000; and
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28 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
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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 **WHEREAS**, the representatives of the **IVWMJPA** shall upon its creation, designate a
12 **IVWMJPA** Administrator; and

13 **WHEREAS**, the representatives of the **AGENCIES** of the **IVWMJPA** have
14 designated the **CITY OF EL CENTRO** to act as the first **IVWMJPA** Administrator; and

15 **WHEREAS**, the **AGENCIES** understand that each **AGENCY** is responsible to achieve
16 its goals and objectives in their respective Source Reduction and Recycling Element, and
17 Household Hazardous Waste Element;
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19 **NOW, THEREFORE, THE AGENCIES HAVE AND HEREBY AGREE AS**
20 **FOLLOWS:**

21 **1.0 IVWMJPA ADMINISTRATOR**

22 1.1. The **IVWMJPA** Administrator, on behalf of the **IVWMJPA**, will enter into an
23 Agreement with a qualified consultant, or, at the election of the **IVWMJPA**
24 Administrator, hire staff, to coordinate and direct all **AGENCIES'** programs specified
25 in their respective adopted Source Reduction and Recycling Elements and Household
26 Hazardous Waste Elements.
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1 1.1.1. The consultant or staff will advise and assist each agency on methods to
2 achieve their goals and objectives;

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4 1.1.2. The consultant or staff will provide evaluation, guidance, timelines and
5 the performance of specific tasks as identified in the annual adopted work
6 program for the implementation of each AGENCY'S adopted Source Reduction
7 and Recycling Elements and Household Hazardous Waste Elements;

8 1.1.3. The consultant or staff will monitor and evaluate the annual adopted
9 work program;

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11 1.1.4. The consultant or staff will make recommendations for the funding of
12 annual adopted work program and develop grant proposals for such
13 funding.

14 1.2 The IVWMJPA Administrator will monitor the performance of the consultant
15 to assure that obligations are completed. Bi-annual performance reviews will be
16 conducted to monitor satisfactory performance of contractual responsibilities. The
17 IVWMJPA Administrator will take corrective actions, as determined by the
18 AGENCIES, as necessary, to insure compliance with the annual work program on
19 behalf of the IVWMJPA.

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21 1.3 The IVWMJPA Administrator shall provide quarterly budget summaries to the
22 AGENCIES. The IVWMJPA Administrator shall comply with all requirements of
23 Title 1, Chapter 5 of the Government Code relating to the joint exercise of powers.

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25 1.4 The IVWMJPA Administrator will provide to AGENCIES a yearly budget
26 summary as of the second quarter of the fiscal year by February 1st indicating the
27 projected balances through year-end.

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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.
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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.
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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.
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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.
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25 2.3 AGENCIES shall approve the annual budget by April 1st.
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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.
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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.
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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**.
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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.
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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.
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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 **5.0 AUDITS**

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

10 **6.0 TERM**

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

14 **7.0 COUNTERPARTS**

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

17 **8.0 EXECUTION**

18 Each named **AGENCY** shall execute and return two copies of this Agreement to the
19 **IVWMJPA** Administrator within sixty days of the date first hereinabove written. No named
20 **AGENCY** shall be bound by this Agreement unless and until all named **AGENCIES** comply
21 with this provision. In the event that less than all named **AGENCIES** execute and return two
22 copies of this Agreement within the time required herein, **ADMINISTRATOR** shall poll all
23 complying **AGENCIES** to determine if such complying **AGENCIES** agree to assume its
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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.
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6 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date
7 first above written.

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9 *****SIGNATURE PAGES IN SIGNATURE PAGE FOR IVWMJPA DOCUMENT*****
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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:  _____

By:  _____

DATE: 11-2-00

DATE: 11-2-00