

**AMENDED JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF FRESNO AND
THE CITIES OF SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG, FOWLER,
AND PARLIER**

This Amended Joint Powers Agreement ("Agreement") is made and entered into this
12th day of February, 2019, by and between the COUNTY OF FRESNO, a political
subdivision of the State of California, hereinafter sometimes referred to as "COUNTY", and the
cities of SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG, FOWLER, and
PARLIER, all municipal corporations within the COUNTY, hereinafter sometimes referred to as
"CITIES."

WITNESSETH:

WHEREAS, the parties have heretofore entered into a Joint Powers Agreement
("Original JPA") dated May 18, 1970, for the operation of the Southeast Regional Disposal Site
(hereinafter referred to as "SER"), as therein provided; and

WHEREAS, the SER ceased operations on July 20, 1990; and

WHEREAS, the California Integrated Waste Management Board certified the Closure of
SER on January 19, 2000; and

WHEREAS, ongoing post-closure maintenance is required by California Code of
Regulations Title 27 and various regulatory agencies; and

WHEREAS, the parties previously amended and superseded said Original JPA in its
entirety by Amended JPAs dated February 7, 1978, April 24, 1984, September 30, 1986 and
October 25, 1988, respectively; and

WHEREAS, the parties now desire to amend and supersede the most recently
amended version of the JPA dated October 25, 1988.

NOW, THEREFORE, the parties hereto agree as follows:

Article I. NATURE AND AUTHORITY FOR AGREEMENT

Each of the parties to this Agreement is a public agency within the meaning of section
6500 of the Government Code of the State of California and the parties have in common the

1 legal power to acquire, develop, maintain, operate, dispose of and replace a solid waste
2 disposal site, and any related solid waste processing facilities including the transfer station. In
3 addition, the California Solid Waste Management and Resource Recovery Act of 1972, and the
4 Integrated Waste Management Act of 1989, each have been enacted with the intent and
5 purpose that local agencies develop a solid waste management master plan for each county
6 including not less than a majority of the cities therein. It is in the public interest that the parties
7 hereto jointly manage the SER in accordance with all applicable laws and regulations and the
8 provisions of the County's Integrated Waste Management Plan. The parties hereto have
9 entered into this Agreement, as well as the Original JPA and all prior amendments thereto,
10 pursuant to the joint operation of powers provisions of said Section 6500, et seq. of the
11 Government Code of the State of California.

12 **Article II. PURPOSE**

13 The parties agree to fund the Post Closure maintenance of SER by means of an
14 existing solid waste surcharge in the amount of \$3.50 per ton of solid waste generated within
15 the Southeast Regional Area as indicated on Attachment "A" and by supplemental funding
16 from each jurisdiction, as approved annually by the Commission that is identified in Article IV of
17 this Agreement.

18 **Article III. ADMINISTERING AGENCY**

19 The COUNTY, by and through its Board of Supervisors and regular COUNTY
20 departments, shall be the agency which administers this Agreement. In pursuance thereof, it
21 shall possess the common power specified in this Agreement to contract services and acquire
22 equipment needed to effect the ongoing post-closure maintenance of SER.

23 **Article IV. COMMISSION**

24 There shall be a Commission to be known as the Southeast Regional Solid Waste
25 Commission. It shall consist of nine persons selected as follows: two members of the Board
26 of Supervisors, and one Councilperson to be appointed from each of the Cities of Sanger,
27 Reedley, Selma, Orange Cove, Kingsburg, Fowler, and Parlier. Each appointment may
28 include an alternate member designated to serve in the absence of the principal appointee. An

1 alternate member may be an employee of the appointing agency. The Commission shall
2 select a chairperson and vice-chairperson, each from a different agency, establish times for
3 regular meetings, hold special meetings at the call of the chairperson or any four members,
4 and shall conduct its proceedings according to Robert's Rules of Order as last revised. The
5 vice-chairperson shall act in the absence of the chairperson. To constitute a quorum, there
6 shall be no less than five members at a meeting. The passage of any motion shall require at
7 least five affirmative votes. The County's Solid Waste Coordinator, as identified in the Fresno
8 County Integrated Waste Management Plan, shall serve as Secretary of the Commission.

9 **Article V. COMMISSION POWERS**

10 The Commission shall have the power to make decisions that shall be binding on the
11 administering agency and the parties hereto, subject to all limitations of law, on the following
12 matters:

13 A. Acquisition or lease of real or personal property to be used for waste
14 processing, disposal, or the sale thereof. Such property shall be held in the name of the
15 COUNTY for the benefit of the member agencies. The execution of this Agreement
16 does not establish or convey any right or interest in any existing solid waste facilities or
17 property presently owned by any party hereto.

18 B. Establishment of fees to be charged for the use of any waste processing
19 or disposal facilities administered under this JPA.

20 C. Establishment of methods for resource recovery and the sale of products
21 derived therefrom.

22 D. Establishment of methods of capital financing of waste processing or
23 disposal facilities including contracting with a member agency for use of financing
24 powers of such agency.

25 E. Determination as to whether grants shall be sought for a solid waste
26 management project and approval of conditions, if any, for grant acceptance.

27 F. Determination as to whether a waste processing facility shall be operated
28 by a public or private entity and the establishment or approval of the terms and method

1 of operation.

2 G. Approval of contracts with public or private entities, including member
3 agencies, for the ownership, financing, design, construction, operation, utilization, or
4 acquisition of waste processing or disposal facilities including waste-to-energy facilities
5 or transfer stations.

6 H. Restriction of any member agency from the operation of any waste
7 processing or disposal facility to be acquired or developed after the effective date of this
8 Agreement.

9 **Article VI. CONTRIBUTIONS OF PARTIES**

10 A. Each of the parties has agreed that its proportionate share of the cost for
11 the ongoing post-closure maintenance of SER shall be and is hereby set, based on a
12 blended calculation of ownership and population, as follows: County of Fresno, 45.3%;
13 City of Sanger, 13.8%; City Reedley, 12.0%; City of Selma, 11.8%; City of Orange
14 Cove, 4.7%; City of Kingsburg, 5.1%; City of Fowler, 3.0%; and City of Parlier, 4.4%.

15 B. In January of each year, the Commission shall review the status and
16 forecast of the SER operational funds. If the operational funding provided by the solid
17 waste surcharge revenues of \$3.50 per ton is deemed insufficient by the Commission to
18 fund the Post Closure maintenance of SER for the following Fiscal Year, the
19 Commission shall direct the COUNTY to invoice each member agency based on their
20 proportionate share of the total funds needed to ensure that the operational funding
21 levels remain at a minimal but positive cash reserve level.

22 C. SER shall be deemed to be equitably owned by the parties in proportion to
23 their initial ownership contributions as follows: County of Fresno, 51%; City of Sanger,
24 13.3%; City Reedley, 10.7%; City of Selma, 10.4%; City of Orange Cove, 4.8%; City of
25 Kingsburg, 4.3%; City of Fowler, 3.1%; and City of Parlier, 2.4%.

26 **Article VII. MAINTENANCE OF SER**

27 It is agreed that the COUNTY is authorized to and shall make all arrangements for the
28 ongoing post-closure maintenance of SER either by Day Labor or Contract, and shall report to

1 the Commission at least annually regarding the cost incurred therefor. The COUNTY also
2 shall arrange for the planning and installation of any necessary physical features for SER such
3 as, but not limited to, landscaping, fencing, water supply, and access roads, either by Day
4 Labor or Contract, and subject to prior Commission approval.

5 **Article VIII. FUNDS**

6 All funds received from the parties pursuant to any provisions of this Agreement or from
7 the solid waste surcharge shall be deposited with the COUNTY Auditor-Controller/Treasurer in
8 the SER Enterprise Fund No. 0720, Subclass 15000, for the purpose of funding post-closure
9 maintenance at SER as required by applicable laws and regulations, and such other post-
10 closure activities as may be authorized by the Commission.

11 **Article IX. INDEMNITY AND INSURANCE**

12 Notwithstanding anything else to the contrary herein, the Commission shall indemnify,
13 save harmless and defend all parties and their officers, agents, and employees from any and
14 all claims for money or damages arising from personal injury or property damage, or public
15 officials' errors and omissions, or any combination thereof in the performance of this
16 Agreement. The COUNTY, as administering agency, shall procure and maintain insurance to
17 this end in an amount and coverage equal to that maintained by COUNTY for its own
18 purposes. The insurance shall name the parties, and their respective officers, agents, and
19 employees as additional insureds. The cost of such insurance shall be an obligation of the
20 Enterprise Fund. In the event funds in the Enterprise Fund are insufficient, the COUNTY may
21 annually charge all parties their pro rata share of all or a portion of the cost of such coverage,
22 including the cost of funding a self-insured retention fund using the same percentage as
23 described in Article VI herein. Such insurance shall be primary, covering all parties jointly and
24 severally, subject to the limits and all provisions, conditions, and exclusions contained within
25 COUNTY's Certificate of Insurance and all related forms and policy documents governing such
26 coverage, and there shall be no right to pro rata indemnification from the parties under the
27 Joint Powers Provisions of the California Tort Claims Act. COUNTY expressly limits its liability
28 to the other parties hereto to the extent of insurance afforded by the policies aforesaid and

1 save except for such coverage, expressly disclaims any other indemnity or general liability
2 protection.

3 **Article X. DURATION OF AGREEMENT AND AMENDMENT**

4 This Agreement shall continue until terminated in accordance with this Article. This
5 Agreement shall be terminated at the written request of or withdrawal by the governing body of
6 at least five members hereto and the COUNTY. It may be amended at any time, including the
7 addition of new parties, by the unanimous consent of the governing bodies of all parties hereto.
8 Upon termination of this Agreement, all obligations shall be disbursed to the parties hereto in
9 proportion to their contribution.

10 **Article XI. SUPERSEDING AGREEMENT**

11 This Agreement, upon its execution by all of the parties hereto, shall supersede in its
12 entirety the Original JPA dated May 18, 1970, the Amended JPA dated February 7, 1978, the
13 Amended JPA dated April 24, 1984, the Amended JPA dated September 30, 1986, and the
14 Amended JPA dated October 25, 1988 referred to above, and any other amendments thereto.
15 Ownership, contributions, and other rights of all parties under the superseded JPA as
16 previously amended remain in full force and effect, except as herein modified by this
17 Agreement.

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1 IN WITNESS WHEREOF, the parties hereto pursuant to the resolutions of their
2 respective governing boards have caused this Amended Joint Powers Agreement to be
3 executed as of the day and year first hereinabove written.

4
5 **COUNTY OF FRESNO**

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7 

8 Nathan Magsig, Chairman of the Board of
9 Supervisors of the County of Fresno

10
11 **ATTEST:**

12 Bernice E. Seidel

13 Clerk of the Board of Supervisors

14 County of Fresno, State of California

15
16 By: 

17 Deputy

SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF FOWLER

By: Daniel T. Cordova

ATTEST:

Janice Williams
City Clerk

Amended JPA/SER

SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF KINGSBURG

By: 

ATTEST:


City Clerk


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SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF ORANGE COVE

By: _____

ATTEST:


City Clerk

Amended JPA/SER

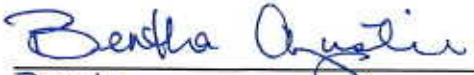
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SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF PARLIER

By:  _____

ATTEST:

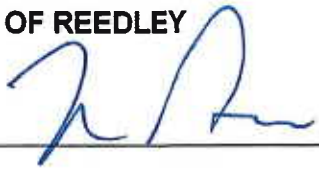

Deputy
City Clerk

Amended JPA/SER

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SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF REEDLEY

By: _____

ATTEST:

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City Clerk

Amended JPA/SER

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SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF SANGER

By: _____

ATTEST:

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City Clerk

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SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF SELMA

By: 
Jim Avalos, Mayor

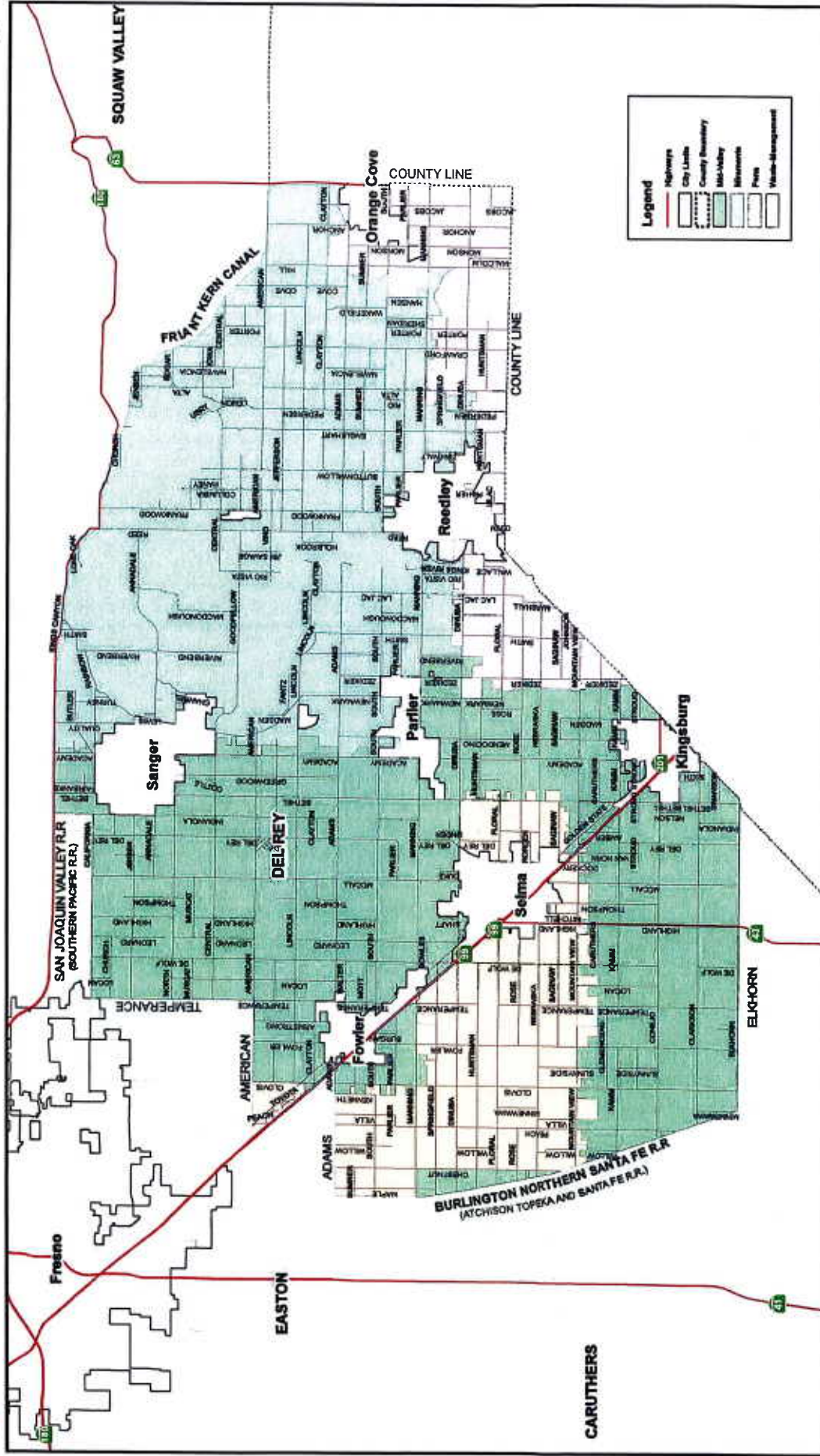
City of Selma

ATTEST:


Reyna Rivera

City Clerk
Reyna Rivera

Amended JPA/SER



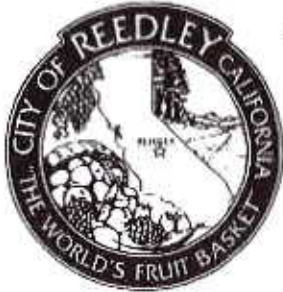
PROPORTIONATE SHARE OF COSTS

Post-Closure Maintenance of Southeast Regional Disposal Site

Blended Method¹ (Ownership & 1988 JPA)	% Share
County of Fresno	45.3%
Fowler	3.0%
Kingsburg	5.1%
Orange Cove	4.7%
Parlier	4.4%
Reedley	12.0%
Sanger	13.8%
Selma	11.8%
Total	100.0%

Notes:

1. Southeast Regional Solid Waste Commission Members requested that the County develop a "blended" cost table that takes into account a portion of the landfill ownership during the June 27, 2016 meeting. A "blended method" was created, based on ownership data from both the original (1970) and 1988 JPAs, to provide supplemental funding of post-closure maintenance activities at Southeast Regional Disposal Site. This blended method was adopted by the Commission on January 23, 2017.



REEDLEY CITY COUNCIL

- ☒ Consent Calendar
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 7

DATE: November 13, 2018

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDED JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF FRESNO AND THE CITIES OF SANGER, SELMA, ORANGE COVE, KINGSBURG, FOWLER, AND PARLIER FOR THE PURPOSE OF FUNDING POST CLOSURE MAINTENANCE OF THE SOUTHEAST REGIONAL DISPOSAL SITE.

PREPARED BY: Russ Robertson, Public Works Director *MR*

APPROVED: Nicole R. Zieba, City Manager *NZ*

RECOMMENDATION

Approve and authorize the City Manager to execute an amended Joint Powers Agreement with the County of Fresno and neighboring cities to fund the post closure maintenance of the Southeast Regional Disposal Site.

EXECUTIVE SUMMARY

The City of Reedley, along with the cities of Kingsburg, Selma, Orange Cove, Fowler, Parlier, Sanger, and the County of Fresno, own the closed Southeast Regional Disposal Site (SERDS) located at the corner of S. Academy and E. Dinuba Avenues in Selma, CA. The seven cities and the County of Fresno executed a Joint Powers Agreement (JPA) in 1970 to manage the solid waste generated within the SERDS area, and to ensure appropriate funding for the operation of the disposal site. A map of the SERDS area is included in the attached JPA.

The current JPA, which was last revised in 1988, is outdated as it reflects that SERDS is still an operational solid waste disposal facility. SERDS ceased to accept waste in 1990 and is currently in post-closure maintenance. Post closure maintenance is required by California Code of Regulations Title 27. The post-closure maintenance activities are currently funded via surcharges on landfilled waste generated within the SERDS area as well as annual payments based on ownership percentage.

The revised JPA incorporates the following elements:

- Reflects the current post-closure maintenance status of SERDS.

- Defines post-closure maintenance funding consisting of the existing \$3.50 per ton surcharge, as well as supplemental fees collected from each jurisdiction approved by the commission annually.
- Defines Commission formation, structure, and powers. (Does not change the Commission's current structure. Council member Soleno serves on the Commission as the City of Reedley's representative).
- Authorizes the County of Fresno to continue to make all arrangements for post-closure maintenance activities.

FISCAL IMPACT

No changes to current surcharges or fees.

ATTACHMENTS

1. Resolution 2018-093
2. Amended Joint Powers Agreement