

agenda item 1.a

**CITY OF SELMA
SPECIAL WORKSHOP MEETING
June 1, 2018**

A special workshop meeting of the Selma City Council was called to order at 12:00 p.m. in the Council chambers. Council members answering roll call were: Derr, Franco, Montijo, Mayor Pro Tem Robertson, and Mayor Avalos.

Also present were Interim City Manager Perea, Community Services Director Kirchner, Finance Director Moreno, Fire Chief Kain, Police Chief Garner, the press and interested citizens.

The notice for this meeting was duly posted in a location visible at all times by the general public twenty-four hours prior to this meeting.

The purpose of the workshop meeting was to review the proposed 2018-19 preliminary fiscal year budget.

DISCUSSION ON PRELIMINARY 2018-19 BUDGET: Interim City Manager Perea reviewed the process for the upcoming 2018-19 fiscal year budget and recent changes.

Finance Director Moreno discussed the preliminary budget for Council.

At this point in the meeting, there was much discussion regarding the preliminary budget specifically each department.

Staff discussed the requests from the previous budget workshop held on April 6, 2018 and stated that the expense for music downtown was being researched with Comcast since the costs estimates initially received were \$70,000 - \$80,000; for live streaming the City Council meetings the estimate was approximately \$2,500 to \$3,000 for one camera; and the Boys and Girls Club funding request was pared down to \$45,000; After much discussion, it was Council consensus to direct staff to move forward on the items mentioned above.

Staff thanked Council for the direction and stated that the budget would be brought back for Council consideration at the June 18, 2018 regular meeting.

ORAL COMMUNICATIONS: Ms. Diane Carbray and Mr. Mark Armenta of the Boys and Girls Clubs of Fresno County stepped forward to thank Council for the financial assistance.

ADJOURNMENT: There being no further discussion the meeting was adjourned at 2:17 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Jim Avalos
Mayor

agenda item 1.b.
CITY OF SELMA
REGULAR COUNCIL MEETING
June 4, 2018

The regular meeting of the Selma City Council was called to order at 6:00 p.m. in the Council Chambers. Council members answering roll call were: Franco, Mayor Pro Tem Robertson, and Mayor Avalos. Council members Derr and Montijo were absent.

Also present were Interim City Manager Perea, City Attorney Costanzo, Community Services Director Kirchner, Finance Director Moreno, Interim Fire Division Chief Petersen, Police Chief Garner, Public Works Director Shiplee, and interested citizens.

The agenda for this meeting was duly posted in a location visible at all times by the general public seventy-two hours prior to this meeting.

INVOCATION: Pastor Maria Tafoya of First Christian Church led the invocation.

ORAL COMMUNICATIONS: Mr. Cliff Tutelian, Selma Development Partners stepped forward to voice concerns regarding the Selma Grove development.

Mr. Larry Raven stepped forward to voice concerns regarding his request for an extension to his tract maps.

Council directed staff to review both matters.

CONSENT CALENDAR: Motion to approve the Consent Calendar as read was made by Council member Franco and seconded by Mayor Pro Tem Robertson. The motion was carried with the following vote:

AYES:	Franco, Robertson, Avalos
NOES:	None
ABSTAIN:	None
ABSENT:	Derr, Montijo

- 1.a. Approved Consideration and necessary action on check register dated May 30, 2018.
2. 2018-44R Consideration and Necessary Action on Resolution Approving the issuance of not to exceed \$5,000,000 of California Enterprise Development Authority Revenue Obligations (the "Obligations") for the benefit of United Health Centers of the San Joaquin Valley *public hearing and adoption*.

City Attorney Costanzo reported on the proposed Resolution for Council.

Mayor Avalos opened the public hearing portion of the meeting at 6:55 p.m.

Mr. Chester Priest, United Health Centers of the San Joaquin Valley stepped forward to discuss the request on behalf of the United Health Centers of the San Joaquin Valley.

There being no further comments, the hearing was closed at 6:56 p.m.

After much Council discussion, motion was made by Mayor Pro Tem Robertson to approve RESOLUTION NO 2018-44R APPROVING ISSUANCE OF NOT EXCEED \$5,000,000 OF CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY REVENUE OBLIGATIONS (THE "OBLIGATIONS") FOR THE BENEFIT OF UNITED HEALTH CENTER OF THE SAN JOAQUIN VALLEY. Motion was seconded by Council member Franco and carried with the following vote:

AYES: Robertson, Franco, Avalos
NOES: None
ABSTAIN: None
ABSENT: Derr, Montijo

DEPARTMENT REPORTS: Interim Fire Division Chief Petersen updated Council on the state engine that is currently in place.

Police Chief Garner discussed the upcoming Bringing Broken Neighborhood Back to Life event.

Community Services Director Kirchner discussed current projects.

Interim City Manager Perea reported on the current projects for Council.

COUNCIL REPORTS: Council member Franco commended the Public Works department for their continued service.

Mayor Pro Tem Robertson thanked the Public Works Department on the continued graffiti removal. He also asked that staff look into the area of Second and Young Street. He reported on attending the ICSC retail convention, ribbon cutting, Veterans Plaza, Cho's anniversary celebration.

Mayor Avalos discussed a recent incident that occurred and voiced his concerns regarding communication from staff.

ORAL COMMUNICATIONS: Ms. Rosemary Alanis and Ms. Theresa Herrera stepped forward with concerns regarding safety.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:15 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Jim Avalos
Mayor of the City of Selma

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

September 17, 2018

ITEM NO:

SUBJECT: 1.c. Consideration on Successor AB 939 Memorandum of Understanding
Between the County and the City of Selma

DISCUSSION: AB 939 requires each county and city in the State to prepare, implement and update solid waste management plans in order to meet State diversion mandates. In addition, the State requires all jurisdictions to properly handle generated HHW, through recycling and/or disposal of these materials at an appropriate facility. The County as Lead Agency continues to provide this service to all jurisdictions within Fresno County through the Successor MOU. The County and the 15 cities within the Fresno County entered into an MOU in 1993, 2004 and again in 2009 to coordinate county-wide implementation of related education and public information and HHW management programs. The current MOU expires on January 5, 2019. In 2009, the County and the 15 cities agreed to increase a portion of the AB 939 Surcharge Fee from \$0.65 to \$2.40 per disposed ton of Fresno County generated solid waste. This increase was to fully-fund the activities covered by the MOU, including development and operation of the Regional Permanent HHW Facility (HHW Facility) and a local network of HHW drop-off sites (Local HHW Network).

The Successor MOU will continue to provide for services to: 1) manage the increase in types and volumes of waste required by legislation to be managed as HHW, and 2) respond to requests from residents of Fresno County to have more and better access to HHW management services. This is planned through development, construction and operation of a new relocated HHW Facility, other facilities as needed and expansion of the Local HHW Network.

A new addition to the Successor MOU allows that if the portion of the Trust Fund Reserves allocated to the HHW Facility and associated activities reaches \$11.5 million in total, the MOU Committee will initiate the process to lower the portion of the Surcharge Fee of \$2.40 per disposed ton of Fresno County generated solid waste, to \$0.00. This will continue until a new relocated HHW Facility is constructed and operational or the Trust Fund Reserves falls below \$6.0 million. In addition, a new provision to include a Local Task Force (LTF) as required by the State and previously approved by the County and all the cities within Fresno County was added to the Successor MOU.


The County Department of Public Works and Planning staff and representatives of the 15 cities within Fresno County have been working closely together to prepare the Successor MOU. County staff have held several meetings over the past few months and the recommended Successor MOU reflects a collaborative effort to enhance accountability and program effectiveness.

The Successor MOU has an initial term of ten years with an option for one five-year extension. The option will be automatically exercised, unless a majority of the cities and County vote not to exercise the option for renewal. The Successor MOU contains a mutual indemnification clause, as did the previous MOU.

The recommended action will allow the County, as lead agency, to continue to implement county-wide AB 939 education, public information and household hazardous waste (HHW) management programs and facilities through utilization of the current AB 939 Surcharge Fee. The AB 939 Surcharge Fee is required to fully-fund the activities covered by the Successor MOU, including operation of the Regional Permanent HHW Facility (HHW Facility) and a local network of HHW drop-off sites (Local HHW Network), and development of additional Facility (ies) as needed. The term of the Successor MOU is ten years, with an option for one-five-year extension.

In summary, it is recommended that the City Council approve and authorize the Chairman to execute the Successor MOU between the County and the City of Selma regarding the provision of county-wide education and public information, HHW management programs, and development and operation of the HHW Facility (ies) and the Local HHW Network.

RECOMMENDATION: Approve and authorize the Chairman to execute a successor Memorandum of Understanding (Successor MOU) between the County and the City of Selma to allow for the continued implementation/funding of county-wide AB 939 education, public information, and household hazardous waste (HHW) management programs and the development of new HHW facilities.



Isaac Moreno, Acting City Manager

9-11-18

Date

1 MEMORANDUM OF UNDERSTANDING

2 This AB 939 MEMORANDUM OF UNDERSTANDING (MOU), made and entered
3 into this _____ day of _____, 2018 by and between the County of Fresno, a
4 political subdivision of the State of California, hereinafter referred to as "COUNTY", and
5 the cities of CLOVIS, COALINGA, FIREBAUGH, FOWLER, FRESNO, HURON,
6 KERMAN, KINGSBURG, MENDOTA, ORANGE COVE, PARLIER, REEDLEY, SAN
7 JOAQUIN, SANGER and SELMA, all collectively hereinafter referred to as "CITIES", is
8 the successor agreement to that certain MOU, originally entered into on April 27, 1993,
9 renewed on June 8, 2004, and again renewed on January 6, 2009; hereinafter referred
10 to collectively as "PREDECESSOR MOU(s)."

11 WITNESSETH

12 WHEREAS, California Public Resources Code section 41780, subdivision (a)
13 (added by AB 939, the "Integrated Waste Management Act of 1989," codified at California
14 Public Resources Code section 40000 and following, and referred to herein as "AB 939")
15 requires each city and county in the State to prepare and implement jurisdiction-specific
16 plans to divert twenty-five percent (25%) of solid waste generated by 1995 and fifty
17 percent (50%) by 2000;

18 WHEREAS, pursuant to California Public Resources Code section 41781.01,
19 subdivision (a), the State of California has established a goal of 75% source reduction,
20 recycling, and composting by 2020;

21 WHEREAS, required programs that include Source Reduction, Recycling,
22 Composting, Hazardous Waste Management and Public Education are best coordinated
23 on a regional basis;

24 WHEREAS, new State laws, including Health and Safety Code section 39730.6
25 and Public Resources Code, Division 30, Part 3, Chapter 13.1, commencing with Section
26 42652 (Senate Bill 1383, Lara, Chapter 395, Statutes of 2016), are currently being
27 promulgated and will increase the need for regional programs to reduce methane
28 generation by diverting 50% of organics from landfill by 2020 and 75% by 2025;

1 WHEREAS, COUNTY and CITIES may join together to prepare and implement
2 required waste management and other related plans and programs;

3 WHEREAS, the COUNTY and the CITIES are hereinafter referenced as the
4 "Jurisdictions" when referred to collectively, and as "Jurisdiction" when referenced
5 generally in singular terms;

6 WHEREAS, the Jurisdictions entered into a PREDECESSOR MOU, starting on
7 April 27, 1993, which was superseded by another PREDECESSOR MOU on June 8,
8 2004, and again superseded by an another PREDECESSOR MOU on January 6, 2009,
9 for the purpose of joining together to prepare, update and implement waste management
10 plans and programs;

11 WHEREAS, California Law authorizes the local governments and public entities to
12 pay for waste management plans, programs, preparation and implementation through a
13 solid waste surcharge;

14 WHEREAS, the Jurisdictions have designated the COUNTY as the lead agency
15 (Lead Agency) to implement and operate waste management programs/services that are
16 best accomplished on a regional basis;

17 WHEREAS, the Jurisdictions previously determined that a mechanism is needed
18 to enhance their ability to communicate and collaborate on MOU-related issues, and that
19 the appropriate mechanism to serve those purposes is the MOU Committee (Committee),
20 which consists of Delegates from each Jurisdiction agreeing to this MOU;

21 WHEREAS, California Law requires the creation of an Local Task Force (LTF) to
22 review local and regional plans;

23 WHEREAS the Jurisdictions approved the restructuring of the LTF, based on
24 adopted resolutions demonstrating the concurrence of a majority of the cities which
25 contain a majority of the population of the incorporated areas of the County, in accordance
26 with the provisions of Public Resources Code Section 40950 (b) and designated the
27 Committee to serve in the capacity and perform the functions of the LTF;

28 ///

1 WHEREAS, the Committee formed a separate Subcommittee (LTF
2 Subcommittee) to perform the LTF functions, as defined in Section IX of this MOU,
3 including developing its own separate set of guidelines and rules to govern itself and
4 conduct business in order to facilitate the development of waste management related
5 plans and programs;

6 WHEREAS, the Committee shall continue to provide the Lead Agency with input
7 and direction from the Jurisdictions on MOU-related programming and budget allocations,
8 as more thoroughly provided herein below.

9 NOW, THEREFORE, it is agreed by the Parties hereto as follows:

10 I. PURPOSE AND STRUCTURE OF THE MOU:

11 A. The Lead Agency shall be responsible for the coordination and
12 implementation of countywide programs/services covered under the MOU.

13 B. The Jurisdictions, through their appointed Delegates, are responsible for
14 identifying the programs to be provided under the MOU and for assisting the Lead Agency
15 with the development and implementation of the programs identified. Basic
16 responsibilities of each Jurisdiction shall include, but not be limited to, attendance of its
17 Delegate at Committee meetings and MOU-related workshops, providing local data
18 and/or contact information, providing input and direction on MOU programming and
19 budget proposals, reviewing proposals and reports, referring interested persons residing
20 within its territorial boundaries to MOU programs, referencing MOU programs in that
21 Jurisdiction's promotional materials and other documents as appropriate, and providing
22 meeting/staging sites within its respective Jurisdiction located within its territorial
23 boundaries as needed. It is anticipated that any additional/specific responsibilities of the
24 Jurisdictions shall be defined in the most current Annual Work Plan (see Section III).

25 C. The Jurisdictions previously determined that successful implementation of
26 AB 939 and waste management plans and programs requires a mechanism to enhance
27 communication and collaboration on MOU-related issues among the Jurisdictions located
28 in Fresno County, and it is agreed that the Committee is the appropriate mechanism to

1 serve this purpose under the provisions of this MOU.

2 D. The duties and responsibilities of the Committee shall include, but not be
3 limited to:

4 1. Serving as the primary forum for discussion of AB 939 compliance-
5 related issues. This provision does not preclude any Jurisdiction from implementing its
6 own local program(s) and/or from participating in, or establishing any additional entities
7 for addressing its own local AB 939 compliance issues.

8 2. Working with the Lead Agency to identify the regional AB 939-related
9 programs/services to be provided under the MOU.

10 3. Endorsing and monitoring implementation, by the Lead Agency, of
11 those MOU-related programming and budget allocations specifically authorized under the
12 MOU, by approval of the Annual Work Plan by a majority of Delegates.

13 E. The Committee shall consist of one Delegate from each Jurisdiction. The
14 following provisions are not intended to prevent or discourage any interested party from
15 attending or appropriately participating in a Committee meeting:

16 1. A CITY's Delegate shall be designated by, and serve at the pleasure
17 of, the CITY Manager or other similar appropriate authority in that Jurisdiction. The
18 COUNTY's Delegate shall be designated by, and serve at the pleasure of, the Resources
19 Division Manager or other similar appropriate authority in the COUNTY.

20 2. The designated Delegate of each Jurisdiction will have voting rights.
21 A Delegate shall be a representative of their respective Jurisdiction, empowered to
22 represent that Jurisdiction's position and to cast that Jurisdiction's vote, on items that
23 come before the Committee. A Jurisdiction's CITY Manager or other similar appropriate
24 authority in that Jurisdiction, or the COUNTY's Resources Division Manager or other
25 similar appropriate authority in the COUNTY, may designate an Alternate Delegate with
26 knowledge of the respective Jurisdiction's solid waste system and/or planning programs
27 and the Alternate Delegate may cast proxy votes on Committee votes. For any votes
28 related to expenditures or finances, the Alternate Delegate must get prior or subsequent

1 written approval from the Delegate, and provide that approval to the Lead Agency within
2 30 days of the respective vote. Nothing in this paragraph or MOU shall be interpreted, or
3 in any way construed, as preventing or prohibiting a Jurisdiction from selecting a Delegate
4 and/or Alternate Delegate that is not employed by the respective Jurisdiction. For
5 example, a Jurisdiction, following the designation requirements of this MOU, may
6 designate a waste hauler to serve as their Delegate and/or Alternate Delegate.

7 3. It is understood and acknowledged that Delegates and Alternate
8 Delegates will represent the interests of their respective Jurisdiction and provide the
9 collective input the Committee needs to provide the Lead Agency with appropriate
10 advisory direction to facilitate its efforts, consistent with the limited purposes set forth
11 herein.

12 4. Once the presence of a Quorum (as defined in Section I.E.4.(a)) is
13 established, a simple majority of the number of Delegates who are either physically
14 present at said meeting or represented by a proxy vote, is required to approve and
15 authorize actions taken by the Committee, unless the Committee by such a majority vote
16 previously has adopted a policy or procedure establishing some other standard.

17 a. A Quorum, which is required to transact business on behalf of
18 the Committee, is established by the presence of a majority of the Delegates or Alternate
19 Delegates, i.e. nine (9) total Delegates, duly assembled or represented by a proxy vote.

20 b. A Delegate unable to attend a meeting may authorize, in
21 writing or by e-mail/fax, a representative to attend the meeting and vote in his/her place.
22 A Delegate's representative shall notify the Chairperson of said authorization prior to the
23 quorum count.

24 5. The Chairperson may, at his/her discretion, or when requested by a
25 least two (2) Delegates, request that a particular vote be by mail, fax and/or e-mail, when
26 special conditions or unusual time constraints preclude voting on an issue at a Committee
27 meeting. Delivery of the request will be pursuant to the notice provisions in Section XII.

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1 For this vote to be a valid, all three (3) of the following conditions must be
2 met:

3 a. The ballot must be received by all of the Delegates in a timely
4 manner.

5 b. To be counted, the ballots must be returned to the Chairperson by
6 the deadline cited in the request.

7 c. A majority of the total Delegates, in attendance for that vote, must
8 return their ballots to approve Committee related business.

9 F. Committee meetings:

10 1. There will be a Chairperson and a Vice-Chairperson. The current
11 Chairperson and Vice-Chairperson, as of the date that this MOU is first executed, shall
12 remain in their respective positions until the beginning of the first new fiscal year after this
13 MOU is executed. At the first meeting of every new fiscal year, the Chairperson will step
14 down, the Vice-Chairperson will become the next Chairperson and a new Vice-
15 Chairperson will take the Vice-Chairperson position. The terms for the Chairperson and
16 Vice-Chairperson will be one (1)-year, ending at the first meeting of each fiscal year, at
17 which time the then Chairperson will step down, be replaced by the then Vice-
18 Chairperson, and the next Vice-Chairperson will be named. This process will continue
19 until all Jurisdictions have had an opportunity for a Delegate to serve as a Chairperson,
20 and then the process will repeat itself. No Jurisdiction shall hold a position as Chairperson
21 twice until all Jurisdictions have had an opportunity to serve as a Chairperson. Vice-
22 Chairpersons will not be voted into place, and instead will be the Delegate of the
23 successive Jurisdiction, as determined by following order: 1) CLOVIS; 2) COALINGA; 3)
24 FIREBAUGH; 4) FOWLER; 5) FRESNO (City); 6) FRESNO (County); 7) HURON; 8)
25 KERMAN; 9) KINGSBURG; 10) MENDOTA; 11) ORANGE COVE; 12) PARLIER; 13)
26 REEDLEY; 14) SAN JOAQUIN; 15) SANGER; and 16) SELMA. Any Jurisdiction may
27 elect to forgo serving as a Vice-Chairperson or Chairperson, but doing so waives the
28 respective Jurisdiction's right to serve until that Jurisdiction's next turn. The Chairperson

1 and Vice-Chairperson shall have all of the standard powers and duties that are normally
2 vested in the office of a committee chairperson relating to the scheduling and conduct of
3 the Committee's meetings.

4 2. It is the intent of the parties hereto that at least four (4) Committee
5 meetings shall be scheduled each fiscal year. One (1) Committee meeting shall be
6 designated as the Annual Meeting. The Annual Meeting shall be appropriately scheduled
7 to allow for the adoption of an Annual Work Plan (AWP) for the following fiscal year and
8 for the review/update of all activities performed under this MOU since the previous Annual
9 Meeting. The Chairperson or Vice-Chairperson, in consultation with the Delegates, shall
10 convene additional meeting(s) of the Committee whenever there is sufficient business to
11 conduct.

12 3. Working closely with the Chairperson or Vice-Chairperson, the Lead
13 Agency shall be responsible for making Committee meeting arrangements (e.g., noticing,
14 sitting, taking attendance), assisting with the preparation of the agenda, and taking
15 minutes at Committee meetings.

16 4. Any Delegate may call for a vote, via a request delivered pursuant to
17 the notice provisions in Section XII, of the Committee on whether to schedule an
18 additional Committee meeting or to place an item on the agenda. If there is no meeting
19 ongoing at the time of the request, and if no meeting is scheduled within 30 days of the
20 request, the Delegate may agree to wait until the next scheduled meeting, or may require
21 the Chairperson or Vice-Chairperson to put the question to the Delegates by mail or fax
22 (proxy vote) within ten (10) working days of the request.

23 G. Modification or Amendment of Committee policy and procedures:

24 1. The Committee may choose to: a) adopt additional, or modify
25 existing, Committee policies and procedures; and/or b) formalize the duties and the
26 responsibilities of the Committee's members beyond those described in this MOU,
27 consistent with the scope of Committee's functions and its advisory role.

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1 2. Any proposed change(s) to any provision of Section I, Subsections
2 A through H, relating to the R List, the AWP and the Committee Policies and Procedures,
3 must be noticed, pursuant to Section XII, thirty (30) days in advance. The notice must
4 include a proxy ballot form and a message indicating the date, time and location of the
5 meeting at which the proposed change(s) will be discussed and voted upon.

6 H. The Lead Agency agrees that, at the request of the Committee, it will take
7 the lead in making arrangements, for such additional MOU-related programming and
8 budget proposals as are not specifically authorized under this MOU, to be brought before
9 the legally constituted governing bodies of each of the respective Jurisdictions for their
10 appropriate consideration.

11 II. REPORTING ON AB 939 PROGRAMMING AND RELATED WASTE
12 MANAGEMENT.

13 The Lead Agency will provide to the Delegates, at the initial meeting of the
14 Committee during each fiscal year throughout the term of this MOU, the AB 939 MOU
15 Report List ("R List") for that fiscal year.

16 A. The R List, as updated and revised from time to time, but at least once every
17 Fiscal Year, shall: (1) describe briefly the contents of each report to be provided to the
18 Committee Delegates; (2) indicate who is responsible for collecting the data and
19 preparing the report (Reporter); and (3) indicate the frequency with which the report is to
20 be submitted to the Delegates. Each report shall be provided by the due date established
21 in the R List. The Reporter may request, and the Committee Chairperson or Vice-
22 Chairperson may grant, additional time to complete a given report when additional time
23 is deemed appropriate.

24 B. At least once during each Fiscal Year, 1) the Lead Agency will review and,
25 when appropriate, recommend to the Committee, changes to the R List; and 2) the
26 Committee shall act upon that recommendation, voting to request that the Lead Agency
27 revise the current R List as the Committee deems appropriate. When adopted by the
28 Committee, the most recently amended R List shall supersede the previous R List.

1 C. The Lead Agency, in accordance with Section III below, shall prepare an
2 Annual Work Plan (AWP). The AWP shall define: (1) the programs and services to be
3 provided and funded under this MOU; and (2) the responsibilities of the Jurisdictions
4 related to implementation of the AWP.

5 III. AB 939 ANNUAL WORK PLAN:

6 A. The AWP, as periodically updated and revised, defines the programs and
7 services to be provided under this MOU. At a minimum, the AWP shall include a
8 description of: (1) the programs to be provided and funded under the MOU; (2) each
9 Jurisdiction's responsibilities under the AWP; and (3) a proposed budget indicating all
10 projected revenues and AWP projected expenditures.

11 B. The AWP shall be prepared, revised or updated no less than once every
12 fiscal year. The Lead Agency shall prepare the AWP, and any updates or revisions
13 thereof, at the request of and in consultation with the Committee. By a simple majority
14 vote of the Delegates, a new, updated or revised AWP shall supersede the previous AWP.

15 C. The budget in the AWP shall include a proposed allocation of funds for the
16 development and/or operation of required and desired facilities, plans and programs.
17 Funds allocated to facilities, plans and programs, which are not needed to cover current
18 year expenditures, may be accumulated as Reserves.

19 IV. SOURCE AND USE OF FUNDS:

20 A. The Jurisdictions agree that the appropriate mechanism for financing the
21 programs and services defined in the AWP is through a surcharge on each ton of landfilled
22 solid waste generated in Fresno County, hereinafter identified as the "AB 939 Surcharge".
23 This provision does not preclude the use of funds from other sources, such as a grant or
24 program service fees (e.g., solar panel drop-off fees), if such alternative funding: (1) does
25 not increase the financial obligation of the Jurisdictions under this MOU; and (2) is
26 approved by a majority vote of the Delegates.

27 B. It is hereby agreed by all of the Jurisdictions that the AB 939 Surcharge
28 shall remain in place throughout the Term, as defined in Section VI, of this MOU, or until

1 such time as the amount of the AB 939 Surcharge changes pursuant to Section V.B,
2 Section V.C, and/or the MOU is superseded/terminated as set forth in Section VII.

3 C. AB 939 Surcharge revenues shall be used solely for the activities outlined
4 in this MOU, the AWP, and any subsequent revisions of the AWP and/or amendments of
5 the MOU.

6 D. It is anticipated that the COUNTY, as the Lead Agency for development and
7 implementation of regional AB 939-related programs and services, shall be the primary
8 provider of programs and services defined in the AWP, with the exception of those
9 programs and services provided by contractors and/or vendors.

10 1. All costs incurred by the COUNTY in meeting its responsibilities as
11 defined in the most current AWP, including MOU-related COUNTY expenditures for labor,
12 overhead, contractors and/or vendors, shall be fully reimbursed to the COUNTY from the
13 AB 939 Surcharge, so long as said reimbursements do not exceed the dollar amounts
14 allocated in the current AWP, as approved by the Delegates of the Committee pursuant
15 to Section III.

16 2. The Lead Agency shall have the authority to make routine program-
17 related expenditures (e.g., salaries, advertising, printing, premiums, overhead), without
18 specific prior approval of the Committee, so long as said expenditures are: (a) consistent
19 with the expenditure categories and dollar amounts established in the current AWP; and
20 (b) do not require the COUNTY to enter into a contract requiring approval by the Fresno
21 County Board of Supervisors (Board). Details of such routine expenditures shall be
22 reported to the Committee on a quarterly basis as determined by the Lead Agency or its
23 designee.

24 3. Under no circumstances shall the total of actual program-related
25 expenditures exceed the total expenditures authorized in the AWP. This provision does
26 not prohibit expending more than the amount budgeted for a specific line item, if said
27 additional expenditure is fully offset by a reduced expenditure(s) in one or more other line
28 items. In the event of unanticipated revenue (e.g., grant award(s) or actual surcharge

1 revenues in excess of the amount projected), the Lead Agency may propose and request
2 the Committee, through its Delegates, to approve an amendment to the budget in the
3 current AWP and if required, to request the COUNTY's Board to amend any associated
4 COUNTY budget line items.

5 E. Any MOU-related agreement between the COUNTY and an outside
6 contractor or vendor shall not be submitted to the COUNTY's Board for approval without
7 first having been authorized, in accordance with the provisions hereof, by means of a
8 majority vote of the Delegates.

9 F. The COUNTY shall provide the opportunity for members of the Committee
10 to participate in any Request for Proposal/contract development process related to the
11 MOU.

12 G. Unless specifically budgeted for in the AWP, expenditures incurred by non-
13 COUNTY Jurisdictions while participating in the regional programs/services under this
14 MOU, shall not be reimbursed with AB 939 Surcharge revenues.

15 H. Collection of AB 939 Surcharge Revenues

16 1. Each Jurisdiction in Fresno County that provides, allows, permits
17 and/or contracts for the collection of solid waste and recyclables (Material) generated
18 within its territorial or jurisdictional boundaries, hereby agrees in good faith to use its best
19 efforts to include in any future instrument authorizing, permitting and/or contracting for
20 such service, provisions requiring said service provider(s) (hereinafter to be known as
21 "Jurisdiction's Hauler") to do all of the following:

22 a. Collect and submit monthly data to the COUNTY indicating
23 the type of Material collected and the origin, amount and destination (initial and final) of
24 all said Material that the Jurisdiction's Hauler collected and managed during each month.
25 The Jurisdiction shall require that the Jurisdiction's Hauler use the Haulers' Report form
26 provided by the COUNTY, that said report provide all the data requested by the COUNTY
27 and that said report be submitted to the COUNTY in a timely manner and at the intervals

1 specified by the COUNTY. (It is anticipated that the COUNTY shall request that the
2 Jurisdiction's Hauler submit the Hauler's Report on a quarterly basis.)

3 b. The Jurisdiction's Hauler must indicate in the Haulers' Report
4 if the initial destination of that Jurisdiction's Material is a landfill (at which the entire load
5 will be buried) or an intermediary facility (e.g., a transfer station, materials recovery
6 facility, recycling facility, or a facility that manages green waste or biomass, construction
7 and demolition debris or a landfill that provides one or more of these services) that will
8 ultimately landfill only a portion of that Jurisdiction's Material.

9 c. Calculate the total dollar amount of the AB 939 Surcharge on
10 every ton of Material generated within the territorial or jurisdictional boundaries of said
11 Jurisdiction, and that the Hauler's Report indicates was landfilled, both within and outside
12 of Fresno County. The tonnage on which the AB 939 Surcharge is calculated shall equal
13 the number of tons that the Jurisdiction's Hauler reports, or causes to be reported, to the
14 Department of Resources Recycling and Recovery (CalRecycle), as having been
15 generated within, and subsequently landfilled by or on behalf of, said Jurisdiction.

16 d. Upon request, provide the COUNTY with documentation from
17 the final destination(s) to which the Jurisdiction's Material was taken, indicating the final
18 disposition of that Material.

19 2. The method by which the Jurisdiction's Hauler shall agree to pay to
20 the COUNTY the AB 939 Surcharge (as calculated in accordance with the immediately
21 preceding Section IV Subsection H, Items 1a through c) shall depend upon the initial
22 destination of the Material.

23 a. If the initial destination of the Material collected by the
24 Jurisdiction's Hauler is a County-operated landfill, the Jurisdiction's Hauler is not required
25 to remit the AB 939 Surcharge to the COUNTY. As a component of the landfill tipping
26 fee, the AB 939 Surcharge shall automatically be collected from all Jurisdictions' Haulers

1 entering a COUNTY-operated landfill to dispose of Material. The funds so collected shall
2 be deposited in the Solid Waste Surcharge Trust Fund.

3 b. If the initial destination of the Material collected by the
4 Jurisdiction's Hauler is the Clovis Landfill, the Jurisdiction's Hauler is not required to remit
5 the AB 939 Surcharge to the COUNTY. The City of Clovis hereby acknowledges and
6 agrees that it will continue to collect and remit to the COUNTY, in accordance with Fresno
7 County Ordinance Code Section 8.20.070.A, the equivalent dollar amount of the AB 939
8 Surcharge Fee for every ton of Material generated in Fresno County that is landfilled at
9 the Clovis Landfill during the applicable time frame.

10
11 c. If the initial destination of the Material is not a COUNTY-
12 operated landfill or the Clovis Landfill, the Jurisdiction's Hauler shall be required to remit,
13 directly to the COUNTY, the dollar equivalent of the AB 939 Surcharge on every ton of
14 the Material that the Jurisdiction's Hauler takes to said facility, except as provided for in
15 Section IV, Subsection H, Item 2d (below).

16 d. The amount of the AB 939 Surcharge payment to be remitted
17 to the COUNTY may be adjusted downward by the COUNTY, based on actual tonnage
18 landfilled, if the Jurisdiction's Hauler chooses to, and is able to, meet all of the following
19 conditions:

20
21 (i) Provide documentation of the number of tons of the
22 Material that will/have been buried in any landfill (whether located inside or outside of
23 Fresno County) that is not operated by Fresno County or the City of Clovis; and

24 (ii) Provide documentation of the number of tons of the
25 Material that will/have been buried in a landfill that is operated by Fresno County or the
26 City of Clovis; and

27 (iii) Provide documentation of the number of tons of the
28 Material that will not/ have not been landfilled (e.g., recycled, composted); and

1 (iv) Remit directly to the COUNTY the dollar equivalent of
2 the AB 939 Surcharge for every ton of that Material documented in Section IV, Section H,
3 Item (2)(d)(i) above.

4 3. Unless there are already equivalent provisions in place, each
5 of the Jurisdictions hereby agrees in good faith to use its best efforts to include provisions
6 equivalent to those indicated in Section IV, Subsection H, Item 1 and Item 2, in any future
7 instruments authorizing, permitting and/or contracting for such service entered into (or the
8 term of which is extended by amendment) by any Jurisdiction subsequent to the date of
9 such Jurisdiction's execution of this MOU.
10

11 4. It is hereby understood, agreed, promised, by all Jurisdictions,
12 that the AB 939 Surcharges are necessary to provide the services under the MOU, and
13 that Lead Agency may, in its discretion, suspend or terminate the provision of any services
14 provided under this MOU to any Jurisdiction that fails to ensure that payment of that
15 Jurisdiction's AB 939 Surcharges are remitted or otherwise recovered, in accordance with
16 this MOU.

17 V. AMOUNT OF AB 939 SURCHARGE

18 A. History of Fresno County's Solid Waste Management Fee, i.e. the "AB 939
19 SURCHARGE."

- 20 1. On May 19, 1987, the Fresno County Board of Supervisors passed a
21 Resolution, which amended the Master Schedule of Fees, Charges and
22 Costs Recovery, adding section 2806, of Section 2800, and adopted a
23 \$.50, per ton, Waste Management Surcharge.
24 2. On December 11, 1990, the Fresno County Board of Supervisors
25 amended the Master Schedule of Fees, Charges and Costs Recovery,
26 increasing the County Solid Waste Management Fee by \$.65 per ton, to
27 require a \$1.15 County Solid Waste Management Fee.
28 3. On January 5, 1993, The Fresno County Board of Supervisors amended

1 the Master Schedule of Fees, Charges and Costs Recovery, increasing
2 the County Solid Waste Management Fee by \$.51 per ton, to require a
3 \$1.66 County Solid Waste Management Fee.

4 4. On January 13, 2009, the Fresno County Board of Supervisors amended
5 the Master Schedule of Fees, Charges and Recovered Costs for Fresno
6 County, putting in place a method whereby the County Solid Waste
7 Management Fee would be increased by \$.35 every year for five years.

8 5. As a result of the foregoing actions, amendments, resolutions, and other
9 Board actions, the current Solid Waste Management Fee is \$3.41 per-
10 ton.

11 In order to operate the MOU mandated facilities, programs and services, connected with
12 the activities outlined in this MOU, the Board will maintain the Fresno County Solid Waste
13 Management Fee (AB 939 Surcharge) of three-dollars and forty-one-cents (\$3.41) per-
14 ton of landfilled solid waste generated in Fresno County, as included in the American
15 Avenue Landfill tipping fees.

16 B. Amendment Process

17 1. Should the Committee vote to initiate an amendment, suspension,
18 revision, change, or other modification, of the AB 939 Surcharge, or should an
19 amendment, suspension, revision, change, or other modification of the AB 939 be
20 necessitated by Section V.C of this MOU, the Committee will initiate the Amendment
21 Process.

22 2. In consultation with the Committee, the Lead Agency shall prepare,
23 and provide to each of the other Jurisdictions a draft resolution and/or ordinance relating
24 to the desired AB 939 Surcharge amendment, suspension, revision, change, or other
25 modification. The draft resolution and/or ordinance shall indicate a Target Date and a
26 Target Period for implementation. While it is anticipated that the dollar amount of the AB
27 939 Surcharge will be maintained at the level indicated in Section V of this MOU, the Lead
28 Agency may recommend and the Delegates of the Committee may authorize, at the time

1 the Lead Agency prepares the draft resolution and/or ordinance, recommended changes
2 in the timing and/or the dollar amount of the AB 939 Surcharge.

3 3. Based upon the parameters indicated in the draft resolution and/or
4 ordinance, each of the Jurisdictions shall be requested by the Lead Agency to prepare,
5 execute and provide an appropriate resolution, executed by its respective governing
6 body, requesting that the COUNTY's Board adopt any proposed changes to the AB 939
7 Surcharge.

8 4. If and when all Jurisdictions' respective Boards (with the exception
9 of COUNTY's Board) or Councils adopt resolutions proposing changes to the AB 939
10 Surcharge, the Lead Agency shall prepare an agenda item and appropriate resolution(s)
11 and/or ordinance requesting that the COUNTY's Board approve and implement the
12 proposed amendment, suspension, revision, change, or other modification, to the AB 939
13 Surcharge by adoption of the COUNTY's resolutions and/or ordinance.

14 5. Unless and until such time as the AB 939 Surcharge has been
15 amended, the AB 939 Surcharge shall remain at the current \$3.41 per-ton of landfilled
16 solid waste generated in Fresno County.

17 6. In the event that the amount of the AB 939 Surcharge is amended,
18 suspended, revised, changed, or modified by action of the Fresno County Board of
19 Supervisors, the new total amount of the AB 939 Surcharge will be deemed to replace all
20 references to the \$3.41 AB 939 Surcharge in this MOU, without the need for any formal
21 amendment hereto.

22 7. The Jurisdictions hereby acknowledge their understanding that in the
23 event that the amount of the AB 939 Surcharge is ever decreased, suspended, or in any
24 way reduced below its current amount, that any attempt to later increase, reinstitute, or
25 otherwise revoke the decrease, suspension or reduction thereof, will require further Board
26 action.

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1 C. Solid Waste Surcharge Trust Fund Account Cap.

2 It is the intention of the Jurisdictions that the combined sum of the component
3 portions of the Solid Waste Surcharge Trust Fund Account for (1) the Household
4 Hazardous Waste Facility Fee (\$1.75/ton) and (2) the State-Mandated AB 939 Integrated
5 Waste Management Plan Fee (\$0.65/ton) shall not exceed \$11.5 million prior to the siting,
6 building, and full operation of a new Household Hazardous Waste facility in Fresno
7 County. Accordingly, in the event that the combined sum of the component portions of
8 the Solid Waste Surcharge Trust Fund Account for (1) the Household Hazardous Waste
9 Facility Fee (\$1.75/ton) and (2) the State-Mandated AB 939 Integrated Waste
10 Management Plan Fee (\$0.65/ton) reaches a total in excess of \$11.5 million prior to the
11 siting, building, and full operation of a new Household Hazardous Waste facility in Fresno
12 County, the following will occur:

- 13 1. Using and following the Amendment Process in Section V.B, the Lead
14 Agency will draft any necessary resolution and/or ordinance, to present
15 to the Fresno County Board of Supervisors, for purposes of amending,
16 suspending, revising, changing, or modifying, the component portions of
17 the AB 939 Surcharge for (1) the Household Hazardous Waste Facility
18 Fee (\$1.75/ton) and (2) the State-Mandated AB 939 Integrated Waste
19 Management Plan Fee (\$0.65/ton), so as to result in the foregoing
20 component portions being reduced to \$0.00/ton.
- 21 2. If Section V.C.1 is ever successfully implemented, and results in any
22 reduction in the total AB 939 Surcharge, the Jurisdictions agree,
23 promise, and covenant, that in the event that the sum total of the Solid
24 Waste Surcharge Trust Fund drops below \$6.0 million, that the Lead
25 Agency, using and following the Amendment Process in Section V.B,
26 will draft any necessary resolution and/or ordinance to present to the
27 Fresno County Board of Supervisors to increase the component portions
28 of AB 939 Surcharge for (1) the Household Hazardous Waste Facility

1 Fee and (2) the State-Mandated AB 939 Integrated Waste Management
2 Plan Fee.

3 3. If after implementing and accomplishing an Amendment Process that is
4 compelled by Section V.C.1, the Solid Waste Surcharge Trust Fund
5 drops below \$6.0 million, then the obligations discussed in Section V.C.1
6 will not be mandated again until the Solid Waste Surcharge Trust Fund
7 Account totals more than \$11.5 million.

8 4. Under no circumstances, shall anything in this Section V.C, compel the
9 Jurisdictions to amend, suspend, revise, change, or modify, the
10 component portions of the AB 939 Surcharge (for the Department of
11 Health Service Fee and the Solid Waste Management Fee), which total
12 \$1.01 per ton.

13 5. If at any time after the execution of this MOU and before its termination
14 thereof, a new Household Hazardous Waste facility is sited, built, and
15 fully operational, within Fresno County, Section V.C.1 will be rendered
16 permanently inapplicable.

17 D. Audits of the Solid Waste Surcharge Trust Fund Account

18 All programs, revenues, and reserves associated with the AB 939 Surcharge will
19 undergo an audit no less than once every five (5) years of the Term of the MOU,
20 calculated from the date this MOU is fully executed, including the five (5) year extension,
21 if applicable. The audit will be completed by a third party consultant hired by Fresno
22 County and billed to the AB 939 Solid Waste Surcharge Trust Fund Account. Results of
23 the audit will be shared with the Jurisdictions within thirty (30) days of the Lead Agency's
24 receipt of the final and complete audit.

25 E. Annual Review of Solid Waste Surcharge Trust Fund Account

26 The Committee will conduct an annual review of the amounts in the Solid Waste
27 Surcharge Trust Fund Account during the last Committee meeting of every fiscal year.
28 Thirty (30) days prior to the review, the Lead Agency will provide the Committee Members

1 with all data and information related to the current state of the Solid Waste Surcharge
2 Trust Fund Account.

3 VI. TERM:

4 A. The initial term of this MOU shall be for ten (10) years commencing on the
5 date first indicated above, that this MOU is executed by the Board and shall be
6 automatically renewed for one (1) additional five (5)-year period, unless a majority of the
7 Jurisdictions hereto vote not to exercise the option for renewal as set forth in Section VI,
8 Subsection B (Renewal Option).

9 B. Renewal Option

10 1. Each of the CITIES' governing bodies hereby authorizes its
11 respective CITY manager or equivalent officer, or respective CITY manager's or
12 equivalent officer's designee, and the COUNTY hereby authorizes the Director of the
13 Public Works and Planning Department or their designee, upon receipt of a Renewal
14 Option Ballot, delivered pursuant to the notice provisions in Section XII, as the respective
15 authorized agents of each such Jurisdiction, to complete and to submit said ballots on
16 behalf of their respective CITIES and COUNTY, voting to either approve or reject the
17 Renewal Option.

18 2. Renewal Option Ballots may be submitted by mail, fax or in person,
19 but must be received by the Chairperson before the Renewal Option meeting is called to
20 order. At that special meeting, the Chairperson shall count the valid Renewal Option
21 Ballots submitted. To be valid, a Renewal Option Ballot must have been signed by that
22 governing body's authorized agent, as specified in the immediately preceding Section
23 VI.B.1, and be received before the submittal deadline. If a simple majority of the valid
24 Renewal Option Ballots received by the Chairperson is in support of the Renewal Option,
25 this MOU shall automatically be extended an additional five (5)-year period as provided
26 in Section VI, Subsection A.

27 3. Notice of the results of the Renewal Option Ballots shall be in
28 accordance with Section XII.

1 4. If the majority of the Renewal Option Ballots cast are not in support
2 of the Renewal Option, the MOU shall automatically expire at the end of the initial ten (10)
3 -year period. At such time, it will be each Jurisdictions' responsibility, according to
4 California Code, to comply with the laws, rules, regulations, and requirements of the laws
5 related to waste management, and to provide waste management plans and services,
6 including amending state plans, and administering plans that would otherwise be handled
7 by this Committee.

8 VII. TERMINATION:

9 A. Options for Changing the Term

10 The term of the MOU may be changed using one of the following options:

11 1. All Jurisdictions pass resolutions authorizing an amendment to the
12 MOU to increase, reduce or end the Term authorized in Section VI, Subsection A (above);
13 or

14 2. All Jurisdictions pass resolutions authorizing a subsequent
15 successor MOU, in which case this MOU would expire on the date that such subsequent
16 successor MOU becomes effective.

17 B. Disbursement of Cash Balance in the Solid Waste Surcharge Trust Fund
18 Account (Trust Fund)

19 Should the Jurisdictions choose not to renew, extend or amend the term of this
20 MOU, and no Successor MOU has been approved or is approved six (6) months after this
21 MOU expires, then the Lead Agency shall calculate and disburse the cash balance in the
22 Solid Waste Surcharge Trust Fund (AB 939 Surcharge) Account. For purposes of this
23 Section VII.B, the only amounts that may be disbursed out of the Trust Fund, will be
24 amounts paid into the Trust Fund as a result of (1) the Household Hazardous Waste
25 Facility Fee and (2) the State-Mandated AB 939 Integrated Waste Management Plan Fee
26 (at the time of this MOU's execution, these component portions of the AB 939 consisted
27 of \$2.40 out of every \$3.41 AB 939 Surcharge Fee). Unless the Jurisdictions unanimously
28 pass a resolution within thirty (30) days before the MOU's termination date, defining and

1 implementing an alternative method for calculating and distributing the cash balance in
2 the AB 939 Surcharge Account (Option Two), the Lead Agency shall proceed in
3 accordance with Option One:

4 1. Option One: Proportional Disbursement.

5 For Option One, the following, in the order listed, will occur:

- 6 a. Lead Agency will make an accounting of the Trust Fund, including
7 a determination regarding the total disburseable amount in the
8 Trust Fund, as well as any outstanding debts or other monetary
9 obligations, and determine the total amount that may be
10 disbursed. Lead Agency will set aside sufficient money to satisfy
11 any and all debts and obligations and then calculate the then
12 remaining total disburseable amount in the Trust Fund. This
13 remaining total will be the amount that will be disbursed pursuant
14 to this Option One.
- 15 b. Lead Agency will take the total disburseable amount and divide it
16 into two equal halves. Each half will be disbursed as delineated
17 below.
- 18 c. Lead Agency will send a request, delivered pursuant to the notice
19 provisions in Section XII, for documentation and proof to each
20 Jurisdiction. This Request shall request proof of all amounts each
21 such Jurisdiction paid into the Trust Fund during the ten (10)
22 years preceding the request for documentation, as well as
23 information regarding the Jurisdiction's respective population at
24 the time of the request.
- 25 d. Within thirty (30) days of the Lead Agency's request, all
26 Jurisdictions wishing to seek a portion of any disbursement will
27 provide Lead Agency with documentation proving all amounts the
28 respective Jurisdictions paid into the Trust Fund during the

1 preceding ten (10) years, as well as their populations at the time
2 of the request. It is and will be each Jurisdictions' responsibility
3 to prove the foregoing.

4 e. No sooner than sixty (60) days after the provision and receipt of
5 all information requested in Section VII.B.1.d, Lead Agency will
6 total all amounts proved by each Jurisdiction into one lump sum.

7 f. The first half of the total disbursable amount will be divided
8 amongst the entitled Jurisdictions based upon the amounts each
9 respective Jurisdiction paid into the Trust Fund over the
10 preceding ten (10) years. For each Jurisdiction entitled to a
11 disbursement, Lead Agency will compare the amount the
12 respective Jurisdiction paid into the Trust Fund over the ten (10)
13 year period, with the total amount paid by all entitled Jurisdictions
14 over the ten (10) period, by dividing the amount the Jurisdiction
15 paid by the total amount paid by all entitled Jurisdictions. The
16 first half of the total disbursable amount in the Trust Fund will be
17 multiplied by the resulting number. The calculated amount will
18 equal the first portion of the respective Jurisdiction's entitlement
19 to disbursement.

20 g. After calculating the foregoing amounts, the second half of the
21 disbursable amount in the Trust Fund will be divided amongst the
22 Jurisdictions entitled to a disbursement by multiplying the ratio of
23 each such Jurisdiction's population compared to the total
24 population provided by all entitled Jurisdictions by the second half
25 of the disbursable amount. The resulting numbers will equal the
26 second portion of the respective Jurisdiction's disbursement. For
27 example, if there is \$100,000.00 in the second half of the
28 disbursable amount, and a Jurisdiction's population represents

1 five-percent (5%) of the total reported population, that Jurisdiction
2 will be entitled to \$5,000.00.

3 h. Within ninety (90) days of completing the foregoing calculations,
4 the Lead Agency will give notice, pursuant to Section XII, to all
5 Jurisdictions regarding the foregoing requests, responses, and
6 calculations, and the Lead Agency will disburse the amounts
7 owing to each Jurisdiction.

8 i. Any Jurisdiction that fails to provide documentation or proof of
9 amounts paid, including those that provide inadequate
10 documentation or proof of amounts paid, or proof of the
11 population of the Jurisdiction, pursuant to this Option One, will not
12 be entitled to any disbursement.

13 j. For purposes of this Option One (1), in the event that there are
14 any Jurisdictions that are not entitled to a disbursement, as
15 delineated above, those Jurisdictions' populations will not be
16 taken into account for purposes of any of the calculations in this
17 Option One (1).

18 2. Option Two: An alternative method defined and adopted by
19 resolution by the governing bodies of all Jurisdictions no less than 30 days before the
20 MOU's termination date.

21 C. Disbursement of Assets acquired using monies from the Trust Fund will be
22 determined by way of Option Two, in Section VII.B.2.

23 VIII. AMENDMENTS

24 A. The Committee may amend any provision of this MOU. Amendments of the
25 AB 939 Surcharge are governed by Sections V.B and V.C.

26 1. With the exception of certain MOU provisions governing the
27 Committee's scope of work as expressly specified above, (i.e., those provisions related
28 to the R List, the AWP and the Committee Policies and Procedures), the approval of any

1 proposed amendment of any other provision of this MOU requires that an appropriate
2 amendment resolution and accompanying amendment to this MOU be executed by the
3 governing body of each and every one of the Jurisdictions.

4 2. Upon the request of and in consultation with the Committee, the Lead
5 Agency shall prepare for this purpose and provide, to the City Manager of each of the
6 CITIES, a draft of an appropriate amendment resolution and accompanying amendment
7 to this MOU.

8 3. Based upon the parameters indicated in the draft amendment
9 resolution, each Jurisdiction shall be asked to prepare, execute and provide the Lead
10 Agency with an executed amendment resolution and an executed counterpart original
11 signature page of the accompanying amendment to this MOU, following approval of same
12 by its respective governing body.

13 4. If and when an amendment resolution has been executed and
14 provided by all of the Jurisdictions, the Lead Agency shall prepare an agenda item and
15 appropriate resolution requesting the COUNTY's Board to execute the COUNTY's
16 amendment resolution and to execute a counterpart original signature page of the
17 requested amendment to the MOU.

18 B. The Committee may propose and execute changes or amendments to the
19 R List and/or the AWP (Section II and Section III) and/or Committee Policy and
20 Procedures (Section I), by a simple majority vote of the Delegates casting ballots, so long
21 as:

22 1. All such proposed changes/amendments to the R List, the AWP and
23 the Committee Procedures and Policies are noticed, pursuant to Section XII, to the
24 Delegates at least thirty (30)-days in advance. The notice must include a proxy ballot
25 form and a message indicating the date, time and location at which the proposed
26 change(s)/amendment(s) will be discussed and voted upon.

27 2. A majority of Delegates must participate, in person or by proxy. (Any
28 Delegate submitting a valid abstention shall be counted as a participant.) The votes shall

1 be calculated by adding the number of valid proxy ballots (received from Delegates not
2 physically present at the meeting) to the number of votes cast by those Delegates in
3 attendance at the meeting.

4 IX. PURPOSE OF THE LTF SUBCOMMITTEE

5 A. The Jurisdictions approved the restructuring of the LTF designating the
6 Committee to serve in the capacity and perform the functions of the LTF. The Committee
7 formed a separate Subcommittee (LTF Subcommittee) to perform these LTF functions
8 developing its own separate set of guidelines and rules to govern itself and conduct
9 business. The LTF Subcommittee guidelines include rules regarding the LTF formation,
10 authority of the LTF, membership, meetings, designation of officers, responsibilities,
11 voting, and other related items. The duties and responsibilities of the LTF Subcommittee
12 are defined in Public Resources Code Section 40950, subdivision (c) as, "To ensure
13 coordinated and cost-effective regional recycling system, the task force shall do all of the
14 following:

- 15 1. Identify solid waste management issues of countywide or regional concern.
- 16 2. Determine the need for solid waste collection and transfer systems,
17 processing facilities, and marketing strategies that can serve more than one
18 local jurisdiction within the region.
- 19 3. Facilitate the development of multijurisdictional arrangements for marketing
20 of recyclable materials.
- 21 4. To the extent possible, facilitate resolution of conflicts and inconsistencies
22 between or among city and county source reduction and recycling
23 elements."

24 B. As established under Public Resources Code Section 40950, subdivision
25 (d), "The task force shall develop goals, policies and procedures which are consistent
26 with guidelines and regulations adopted by the board (CalRecycle), to guide the
27 development of the siting element of the countywide integrated waste management plan."
28

1 C. The LTF Subcommittee meetings will only be scheduled as needed to
2 address business as required under Public Resources Code Section 40950. These
3 meetings will be scheduled and noticed, pursuant to Section XII, and held at the
4 conclusion of regular Committee meetings.

5 D. A quorum, for purposes of the LTF Subcommittee, shall be five (5)
6 Jurisdictions.

7 X. [Intentionally Omitted]

8 XI. HOLD HARMLESS:

9 A. The COUNTY hereby agrees to indemnify and hold harmless each of the
10 signatory CITIES and their respective agents and employees, from and against all loss
11 or expense (including reasonable costs and attorney's fees) by reason of liability imposed
12 by law upon such signatory CITY for damages because of bodily injury, including death
13 at any time resulting therefrom, sustained by any person or persons or on account of
14 damage to property, including loss of use thereof, arising out of or as a consequence of
15 the performance of this work. Provided, however, that the duty imposed by this Paragraph
16 shall be binding upon the COUNTY only if, and only to the extent, that such injury to
17 persons or damage to property is due to negligence of the COUNTY.

18 B. Each of the signatory CITIES hereby agrees to indemnify and hold harmless
19 the COUNTY and its agents and employees, from and against all loss or expense
20 (including reasonable costs and attorney's fees) by reason of liability imposed by law
21 upon the COUNTY for damages because of bodily injury, including death at any time
22 resulting therefrom, sustained by any person or persons or on account of damage to
23 property, including loss of use thereof, arising out of or as a consequence of the
24 performance of this work. Provided, however, that the duty imposed by this Paragraph
25 shall be binding upon a signatory CITY only if, and only to the extent, that such injury to
26 persons or damage to property is due to negligence of such signatory CITY.

27 XII. NOTICE

28 Unless it is provided otherwise, for purposes of this MOU, each Jurisdictions'

1 Delegate or the Delegate's designee shall be provided with notice for any and all matters
2 regarding or relating to this MOU, as provided in this Section.

3 The Jurisdictions' Delegates or their designees shall serve as the persons to receive
4 any and all notice, as required by this MOU, or in any way related to this MOU. Each
5 Jurisdiction, as applicable, may request that notice be sent to their Alternate Delegate, if
6 any, in addition to the notice that is sent to the Jurisdictions' Delegates. Each Jurisdiction
7 will provide contact information for their Delegates, and Alternate Delegates if so desired,
as follows:

- 8 1. Telephone number;
- 9 2. Email address;
- 10 3. Physical address capable of receiving all forms of mail, delivery, etc.

11 All notices between the Jurisdictions provided for or permitted under this MOU must be in
12 writing and delivered either by personal service, by first-class United States mail, by an
13 overnight commercial courier service, or by e-mail transmission. A notice delivered by
14 personal service is effective upon service to the recipient. A notice delivered by first-class
15 United States mail is effective three COUNTY business days after deposit in the United
16 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
17 commercial courier service is effective one COUNTY business day after deposit with the
18 overnight commercial courier service, delivery fees prepaid, with delivery instructions given
19 for next day delivery, addressed to the recipient. A notice delivered by e-mail is effective
20 when transmission to the recipient is completed (but, if such transmission is completed
21 outside of COUNTY business hours, then such delivery shall be deemed to be effective at
22 the next beginning of a COUNTY business day), provided that the sender maintains a read-
23 receipt of the completed transmission. For all claims arising out of or related to this MOU,
24 nothing in this section establishes, waives, or modifies any claims presentation requirements
25 or procedures provided by law, including but not limited to the Government Claims Act
26 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

27 XIII. SEVERABILITY:
28

1 Should any part of this MOU be determined to be unenforceable, invalid, or beyond
2 the authority of either party to enter into or carry out, such determination shall not affect
3 the validity of the remainder of this MOU, which shall continue in full force and effect;
4 provided that, the remainder of this MOU can, absent the excised portion, be reasonably
5 interpreted to give effect to the intentions of the parties.

6 XIV. COUNTERPARTS:

7 This MOU may be executed in any number of counterparts, each of which when
8 so executed and delivered shall be deemed to be an original, and such counterparts
9 together shall constitute one and the same instrument and agreement.

10 XV. ENTIRE AGREEMENT:

11 This MOU constitutes the entire agreement among the Jurisdictions with respect
12 to the subject matter hereof and supersedes all previous negotiations, proposals,
13 commitments, writings, advertisements, publications, and understandings of any nature
14 whatsoever unless expressly included in this MOU.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day and year first hereinabove written.

CITY OF SELMA

COUNTY OF FRESNO

Jim Avalos, Mayor
City of Selma

Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

ATTEST:
Reyna Rivera
City Clerk
City of Selma

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Reyna Rivera

By _____
Deputy

FOR ACCOUNTING USE ONLY:
ORG No.: 9015
Account No.: N/A
Requisition No.: N/A

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

September 17, 2018

ITEM NO:

1.d.

SUBJECT: Consideration on 2018 Revised Joint Powers Agreement Southeast Regional Solid Waste Commission

DISCUSSION: The Cities of Fowler, Kingsburg, Orange Cove, Parlier, Reedley, Sanger, Selma, and the County of Fresno originally executed a Joint Powers Agreement (JPA) in 1970 to manage the solid waste generated within the Southeast Regional Disposal Site (SERDS) area, and to ensure appropriate funding for the operation of the disposal site. The JPA provided details of ownership of SERDS and identified the County as the administrator of the Agreement. Furthermore, the JPA allowed for the creation of the Southeast Regional Solid Waste Commission (Commission) to administer the SERDS site. SERDS ceased to accept waste in 1990 and is currently in post-closure maintenance status. The post-closure maintenance activities are funded by a \$3.50 per ton surcharge on all waste generated within the Southeast Regional area.

The current JPA, which was last revised in 1988, is outdated as it reflects that SERDS is still an operational solid waste disposal facility. Accordingly, at the January 29, 2018 meeting of SERSWC, Commission members directed County staff to revise the JPA. Staff has completed revisions to the JPA, which 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.
- Authorizes the County to make all arrangements for post-closure maintenance activities.
- Updates insurance provisions by removing the CSAC Excess Insurance requirement.

In order for the revised JPA to become effective, it must be adopted by resolution, and executed by the City Councils of each member jurisdiction. County staff anticipates presenting the revised JPA with signatures from each member jurisdiction to the Fresno County Board of Supervisors (Board) for adoption and execution at its October 23, 2018 meeting.

RECOMMENDATION: Approve adoption and execution of Revised SER SWC JPA agreement.



Isaac Moreno, Acting City Manager

9-11-18
Date

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

4 ~~THIS AMENDMENT~~

5 This Amended Joint Powers Agreement ("Agreement") is made and entered into
6 this ____ day of _____, 2018, by and between the COUNTY OF FRESNO, a
7 political subdivision of the State of California, hereinafter sometimes referred to as
8 "COUNTY", and the cities of SANGER, REEDLEY, SELMA, ORANGE COVE,
9 KINGSBURG, ~~FOLWER~~FOWLER, and PARLIER, all municipal corporations within the
10 COUNTY, hereinafter sometimes referred to as "CITIES."

11 **WITNESSETH:**

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

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

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

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

21 WHEREAS, the parties previously amended and superseded said
22 ~~Agreement~~Original JPA in its entirety by Amended JPAs dated February 7, 1978, April
23 24, 1984 ~~and~~, September 30, 1986 and October 25, 1988, respectively; and

24 WHEREAS, the parties now desire to amend and supersede the ~~September 30,~~
25 ~~1986, JPA~~most recently amended version of the JPA dated October 25, 1988.

26 NOW, THEREFORE, the parties hereto agree as follows:

27 **Article I. NATURE AND AUTHORITY FOR AGREEMENT**

28 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 legal power to acquire, develop, maintain, operate, dispose of and replace
a solid waste disposal site, and any related solid waste processing facilities including

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

13 **Article II. PURPOSE, CONSIDERATION AND POWERS**

14 ~~The parties agree the present provisions for solid waste management in the~~
15 ~~incorporated cities which are party to this Agreement and the unincorporated suburban~~
16 ~~and rural area lying adjacent thereto and within the Commission service area described~~
17 ~~herein are inadequate for present future, particularly in view of the ever increasing~~
18 ~~volume of such material which must be disposed of and the limited remaining capacity~~
19 ~~of the Southeast Regional Disposal Site. By reason thereof it is mutually desirable and~~
20 ~~beneficial for each of the parties to manage the total solid waste stream by jointly~~
21 ~~providing for the acquisition, development, and operation of solid waste facilities for the~~
22 ~~purpose of transfer, process, disposal, and resource recovery of solid waste or~~
23 ~~conversion of such wastes to energy in a cost effective, equitable, convenient, and~~
24 ~~sanitary manner. All such operations must be in furthermore of the public health, safety,~~
25 ~~and well being as provided in this Agreement, in accordance with said Joint Exercise of~~
26 ~~Power Act and consistent with the County Master Plan and the California Solid Waste~~
27 ~~Management and Resource Recovery Act. Except as provided in Article X, the~~
28 ~~management of solid waste collection is specifically excluded from the authority of this~~
~~JPA and is exclusively reserved to the respective member agencies within their~~

1 ~~respective jurisdictional areas. The Commission service and hereinabove referred to~~
2 ~~proposal to be served by this agreement is more particularly described by a map~~
3 ~~marked Exhibit "A" attached hereto and incorporated herein by reference.~~

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

9 **Article III. ADMINISTERING AGENCY**

10 The COUNTY, by and through its Board of Supervisors and regular COUNTY
11 departments, shall be the agency which ~~administer~~administers this ~~agreement~~Agreement.
12 In pursuance thereof, it shall possess the common power specified in this Agreement to
13 contract ~~and acquire property, real and personal, to be held in the name of the COUNTY for the~~
14 ~~benefit of the member agencies, engage agents and employees, and develop, maintain and~~
15 ~~operate or oversee the operation of sites and facilities for the purposes hereof.~~services and
acquire equipment needed to effect the ongoing post-closure maintenance of SER.

16 **Article IV. COMMISSION**

17 There shall be a Commission to be known as the Southeast Regional Solid
18 Waste Commission. It shall consist of nine persons selected as follows: ~~Two~~two
19 members of the Board of Supervisors, and one Councilperson to be appointed from
20 each of the Cities of Sanger, Reedley, Selma, Orange Cove, Kingsburg, Fowler, and
21 Parlier. Each appointment may include an ~~alternative~~alternate member designated to
22 serve in the absence of the principal appointee. An ~~alternative-me~~alternate member may
23 be an employee of the appointing agency. The Commission shall select a chairperson
24 and vice-chairperson, each ~~form~~from a different agency, establish times for regular
25 meetings, hold special meetings at the call of the chairperson or any four members, and
26 shall conduct its proceedings according to Robert's Rules of Order as last revised. The
27 vice-chairperson shall act in the absence of the chairperson. To constitute a quorum,
28 there shall be no less than five members at a meeting. The passage of any motion shall
require at least five affirmative votes ~~except that for matters relating to agreements between~~

1 the Commission and third parties which require member agencies to guarantee the delivery of
2 specified amount of municipal solid wastes; such motions shall require an affirmative vote by at
3 least five of the members representing the cities plus one COUNTY appointed Commissioner.
4 The Waste Management Coordinator as identified in the Fresno County Solid Waste Master
5 Plan shall as secretary. The County's Solid Waste Coordinator, as identified in the
6 Fresno County Integrated Waste Management Plan, shall serve as Secretary of the
Commission.

7 **Article V. COMMISSION POWERS**

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

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

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

17 C. Establishment of methods for resource recovery and the sale
18 products derived therefrom.

19 D. Establishment of methods of capital financing of waste processing
20 or disposal facilities including contracting with a member agency for use of
21 financing powers of such agency.

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

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

27 G. Approval of contracts with public or private entities, including
28 member agencies, for the ownership, financing, design, construction, operation,

utilization, or acquisition of waste processing or disposal facilities including waste-to-energy facilities or transfer stations.

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

Article VI. CONTRIBUTIONS OF PARTIES AND OWNERSHIP OF THE COMMISSION'S SITES

A. ~~The~~Each of the parties ~~have contributed their~~has agreed that its proportionate ~~shares to~~share of the cost ~~of the Commission's solid waste disposal site, including for the original development and ongoing post-closure maintenance of~~ SER shall be and is hereby set, based on a blended calculation of ownership and operation, in proportions established in previous JPA's wherein population, as follows: County of Fresno, 45.3%; City of Sanger, 13.8%; City Reedley, 12.0%; City of Selma, 11.8%; City of Orange Cove, 4.7%; City of Kingsburg, 5.1%; City of Fowler, 3.0%; and City of Parlier, 4.4%.

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

C. SER shall be deemed to be equitably owned by the parties in proportion ~~was: to their initial ownership contributions as follows:~~ County of Fresno, 51%; City of Sanger, 13.3%; City Reedley, 10.7%; City of Selma, 10.4%; City of Orange Cove, 4.8%; City of Kingsburg, 4.3%; City of Fowler, 3.1%; and ~~the City of Parlier, 2.4%. These proportions were originally established based on approximate population ratios existing on the establishment of the Commission in 1970 and have served as a proportioning factor for Commission responsibility and liability~~

1 related to the Commission's existing disposal site at Academy and Dinuba Avenues
2 (Southeast regional Disposal Site). City of Parlier, 2.4%.

3 Subsequent to the original JPA, contribution percentages were modified
4 as to each participants contribution pertaining to guaranteed waste tonnage deliveries.
5 These modifications did not change the proportioning in relation to responsibility and
6 liability.

7 B. Since 1970, the population demographics of the Commission member
8 agencies has changed. In developing and operating a new disposal facility in the City of
9 Parlier, each agency's proportionate contribution, including guaranteed waste tonnage
10 deliveries, shall be based on the most current population figures as shown in Exhibit "B"
11 attached hereto.

12 The solid waste stream to be delivered to the Commission's transfer
13 station/resource recovery facility (transfer station) is expected to change from the waste
14 stream previously handled at the Southeast Regional Disposal Site. It is expected that
15 yard wastes, demolition wastes, agricultural wastes, and other miscellaneous
16 nonhazardous wastes which in the past have been delivered by private individuals to
17 the Southeast Regional Disposal Site will be delivered in greatly reduced quantities to
18 the transfer station. The primary solid waste stream expected at the transfer station will
19 be solid waste hauled by licensed commercial compactor collector trucks. Because of
20 the changes in population and waste stream composition, the tonnage guarantee by
21 each agency to be delivered to the transfer station are as reflected in Exhibit "B"
22 attached hereto.

23 C. Each member agency shall contribute its proportionate share of the cost of
24 the Commission's transfer station through guaranteeing that an adequate tonnage will
25 be delivered at the facility's tipping fee to cover all facility debt reimbursement and
26 operation and maintenance costs, as well as guaranteeing to cover the costs of all
27 disposal site closure costs and maintenance at the Southeast Regional Disposal Site.
28 Additionally, if necessary due to financing requirements, each member agency shall pay

1 its proportionate share for an initial operations and working capital revolving fund upon
2 the opening of the transfer station, sufficient to operate the facility for a period of ninety
3 (90) days. The guaranteed minimum tonnages provided by each agency, based on the
4 1987 population, are reflected in Exhibit "B." Said tonnages shall be adjusted by
5 resolution of the Commission each year based on the most current population figures as
6 determined by the Department of Finance, State of California.

7 D. — If the working capital fund provided by tipping fees in Article VI-C is
8 deemed insufficient by the administering agency at any time, each member agency
9 shall make an additional contribution thereto in the proportion of the total cost as
10 reflected in the Exhibit "B". If the insufficiency is due to costs associated with the
11 Southeast Regional Disposal Site, any contributions required shall be apportioned as
12 set forth in Exhibit "B".

13 — Any Commission-owned facilities, including the Southeast Regional
14 Disposal Site, shall be deemed to be equitably owned by the parties in proportion to
15 their contributions as specified in Exhibit "B". In the event there is any distribution of
16 such Commission-owned assets to the member agencies, it shall be made to the
17 member in proportion to the contribution proportions as specified in Article VIII.

18 **Article VII. OPERATION MAINTENANCE OF COMMISSION'S SITE**

19 It is agreed that the COUNTY is authorized to and shall arrange make all
20 arrangements for the operation ongoing post-closure maintenance of all Commission-
21 owned solid waste processing or disposal facilities SER either by Day Labor or Contract, and
22 the preparation of the ultimate use plan for each such site, subject shall report to the approval
23 of the Commission at least annually regarding the cost incurred therefor. The COUNTY
24 also shall arrange for the planning and installation of the any necessary physical features
25 for the sites SER such as, but not limited to, landscaping, fencing, water supply, and
26 access roads, either by Day Labor or Contract, and weighing scales, subject to prior
Commission approval.

27 **Article VIII. FUNDS**

4 All funds received from the parties pursuant to any provisions of this Agreement
5 or from the ~~operation of any facility~~solid waste surcharge shall be deposited with the
6 COUNTY Auditor-Controller/Treasurer ~~and shall be disbursed by COUNTY warrant in the~~
7 ~~usual matter or upon the order of the Board of Supervisors. The COUNTY shall~~SER
8 Enterprise Fund No. 0720, Subclass 15000, for purposes of administration~~the purpose of~~
9 funding post-closure maintenance at SER as required by applicable laws and
10 regulations, and accounting, establish an enterprise fund. Unless otherwise provided for~~such~~
11 other post-closure activities as may be authorized by separate agreement of the parties
12 hereto; income from the operation of each ~~the~~ Commission-owned or operated facility shall be
13 disbursed as follows:

14 First: ~~To the COUNTY as reimbursement for current operation and maintenance,~~
15 ~~including personnel, administrative costs and amortization of the cost of equipment not~~
16 ~~funded by all of the parties hereto.~~

17 Second: ~~To the COUNTY and cities in proportion to their contribution as set forth~~
18 ~~in Exhibit "B" as repayment for the original site acquisition and development costs and~~
19 ~~contribution to working capital fund, such disbursement to be at such time or times as~~
20 ~~the Commission may authorize.~~

21 **Article IX. — RIGHT OF USE AND FEES**

22 A. — Any Commission-owned or operated solid waste processing or disposal
23 facility or any such facility the Commission has by contract a right to use shall be
24 available for use by any person, firm, or public agency seeking to dispose of solid waste
25 generated and collected within the Commission service area, subject to any legal or
26 operational limitations applicable to such facility and the payment of required fees. The
27 Commission service area, subject to any legal or operational limitations applicable to
28 such facility and the payment of required fees. The Commission may permit the
disposal of solid waste generated or collected outside of Commission service area if it
determines that the receipt of such waste would be benefit to the operation of the
facility.

B. — The Commission shall establish a schedule of fees for the right to dispose

1 of solid waste on each Commission-owned or operated site or facility and for this
2 purpose may establish classes for such solid waste with different charges for different
3 classes of waste and a surcharge for material arising from the outside of the
4 Commission service area. Such fees shall be in an amount which will repay the current
5 cost of maintenance, including administration, overhead, depreciation, or amortization of
6 the cost of equipment, or upon such other basis as the Commission determines is
7 appropriate. Such fees may include an amount which will: (1) repay within such time
8 as the Commission may determine the initial working capital contribution of the parties
9 to the working capital revolving fund, (2) amortize the cost of sites and facilities and their
10 development over their estimated useful lives for their intended purposes, or (3)
11 establish a fund which in the judgement of the Commission will sufficient to replace sites
12 or facilities when necessary.

13 C. The Commission may also establish a schedule of fees for the right to use
14 a solid waste processing or disposal facility which the Commission does not own or
15 operate but has a contractual right to use. Such fee schedule shall be consistent with
16 the Commission's contractual rights.

17 Article X. MUNICIPAL SOLID WASTE GUARANTEE

18 The parties acknowledge that a primary purpose of this JPA is to provide a
19 means of disposing of the solid waste collected by the seven CITIES within their
20 respective jurisdictions and collected in the unincorporated areas within the Commission
21 service area and such other unincorporated areas at the COUNTY may by ordinance
22 delineate, at the Southeast Regional Disposal Site or future disposal facilities owned or
23 utilized by the Commission. The CITIES collect or control the collection of solid wastes
24 within their respective corporate boundaries and the COUNTY may control the
25 disposition of solid waste collected in the unincorporated area of the Commission
26 service area and such other areas as the COUNTY may by ordinance delineate. By
27 these means, the parties hereto have the means to make mutual guarantees which will
28 enable the Commission to satisfy its obligation under this JPA. The seven CITIES and

1 the COUNTY agree, commencing on October 1, 1988, and continuing throughout the
2 term of this JPA, as follows:

3 A. — The CITY OF SANGER agrees to deliver or cause to be delivered to the
4 landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid
5 Waste Commission all of the municipal solid waste collected within and by or under
6 contract to the CITY OF SANGER. The CITY OF SANGER guarantees that the amount
7 of such waste delivered annually will be at least their proportionate share of the annual
8 amounts as listed in Exhibit "B" of this Agreement. The CITY OF SANGER agrees that
9 this tonnage guarantee shall continue for the term of this JPA regardless of changes the
10 City may make in the manner of waste collection.

11 B. — The CITY OF REEDLEY agrees to deliver or cause to be delivered to the
12 landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid
13 Waste Commission all municipal solid waste collected within and by or under contract to
14 the CITY OF REEDLEY. The CITY OF REEDLEY guarantees that the amount of such
15 waste delivered annually will be at least their proportionate share of the annual amounts
16 as listed in Exhibit "B" of this Agreement. The CITY OF REEDLEY agrees that this
17 tonnage guarantee shall continue for the term specified above regardless of changes
18 the City may make in the manner of waste collection.

19 C. — The CITY OF SELMA agrees to deliver or cause to be delivered to the
20 landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid
21 Waste Commission all municipal solid waste collected within and by or under contract to
22 the CITY OF SELMA. The CITY OF SELMA guarantees that the amount of such waste
23 delivered annually will be at least their proportionate share of the annual amounts as
24 listed in Exhibit "B" of this Agreement. The CITY OF SELMA agrees that this tonnage
25 guarantee shall continue for the term specified above regardless of changes the City
26 may make in the manner of waste collection.

27 D. — The CITY OF ORANGE COVE agrees to deliver or cause to be delivered
28 to the landfill, transfer station, or disposal facility as directed by the Southeast Regional

~~Solid Waste Commission all municipal solid waste collected within and by or under contract to the CITY OF ORANGE COVE. The CITY OF ORANGE COVE guarantees that the amount of such waste delivered annually will be at least their proportionate share of the annual amounts as listed in Exhibit "B" of this Agreement. The CITY OF ORANGE COVE agrees that this tonnage guarantee shall continue for the term specified above regardless of changes the City may make in the manner of waste collection.~~

~~E. The CITY OF KINGSBURG agrees to deliver or cause to be delivered to the landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid Waste Commission all municipal solid waste collected within and by or under contract to the CITY OF KINGSBURG. The CITY OF KINGSBURG guarantees that the amount of such waste delivered annually will be at least their proportionate share of the annual amounts as listed in Exhibit "B" of this Agreement. The CITY OF KINGSBURG agrees that this tonnage guarantee shall continue for the term specified above regardless of changes the City may make in the manner of waste collection.~~

~~F. The CITY OF FOWLER agrees to deliver or cause to be delivered to the landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid Waste Commission all municipal solid waste collected within and by or under contract to the CITY OF FOWLER. The CITY OF FOWLER guarantees that the amount of such waste delivered annually will be at least their proportionate share of the annual amounts as listed in Exhibit "B" of this Agreement. The CITY OF FOWLER agrees that this tonnage guarantee shall continue for the term specified above regardless of changes the City may make in the manner of waste collection.~~

~~G. The CITY OF PARLIER agrees to deliver or cause to be delivered to the landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid Waste Commission all municipal solid waste collected within and by or under contract to the CITY OF PARLIER. The CITY OF PARLIER guarantees that the amount of such waste delivered annually will be at least their proportionate share of the annual amounts~~

1 as listed in Exhibit "B" of this Agreement. The CITY OF PARLIER agrees that this
2 tonnage guarantee shall continue for the term specified above regardless of changes
3 the City may make in the manner of waste collection.

4 H. The COUNTY agrees to either cause to be delivered to the landfill,
5 transfer station, or disposal facility as directed by the Southeast Regional Solid Waste
6 Commission municipal solid waste as defined by COUNTY Ordinance originating or
7 collected in the unincorporated areas of the Commission service area and such other
8 area as the COUNTY by ordinance may delineate, commencing on the date specified
9 and continuing for the term specified above, or to provide payment to the Enterprise
10 Fund pursuant to provisions as set forth in Paragraph I below. The COUNTY
11 guarantees that the amount of such waste delivered annually, or cash payment in lieu
12 thereof, will be or be equivalent in payment to their proportionate share of the total
13 annual amount listed in Exhibit "B" of this Agreement.

14 I. If in any one quarter, the total amount received by the COUNTY, acting as
15 the administering agency for the Commission, in tipping fees at the Landfill is less than
16 the product of the total tonnage for all eight agencies shown in Exhibit "B," times the
17 designated tipping fee, that the Commission from time to time may designate, then each
18 member agency which is short in its share of tipping fees, shall pay an amount
19 determined by the percentage of the shortfall attributable to such agency. Such
20 amounts shall be equal to the difference (D) between the total amount of tipping fees
21 (TTF) paid upon delivery of solid waste to the Landfill for credit for such CITY or the
22 COUNTY and the product of the guaranteed tonnages (GT) of solid wastes for such
23 agency as delineated in Exhibit "B" times the delineated tipping fee (TF) $(D - GT \times TF -$
24 $TTF)$. At the end of each fiscal year, using the same procedure, the COUNTY shall
25 determine the cumulative shortage or overage for each of the agencies for the fiscal
26 year and make appropriate year-end assessments, or refunds when an agency's total
27 equals or exceeds the annual total reflected for the agency in Exhibit "B", plus a
28 reasonable reserve fund as determined by the Commission. Provided, however, that

1 such quarterly and yearly assessments shall be made only to the degree that is
2 necessary to overcome the total shortage. Payments shall be made within 35 days of
3 the COUNTY submitting an invoice designating the amount due.

4 J. ~~The figures in Exhibit "B" shall be adjusted annually by the Commission as~~
5 ~~provided in Article VI-C herein.~~

6 ~~Article XI.~~ **INDEMNITY AND INSURANCE**

7 Notwithstanding anything else to the contrary herein, the Commission shall
8 indemnify, save harmless and defend all parties and their officers, agents, and
9 employees from any and all claims for money or damages arising from personal injury
10 or property damage, or public officials' errors and omissions, or any combination thereof
11 in the performance of this Agreement. The COUNTY, ~~anas~~ administering agency, shall
12 procure and maintain insurance to this end in an amount and coverage equal to that
13 maintained by COUNTY for its own purposes. The insurance shall name the parties,
14 and their respective officers, agents, and employees as additional insureds. The cost of
15 such insurance shall be an obligation of the Enterprise Fund. In the event funds in the
16 Enterprise Fund are insufficient, the COUNTY may annually charge all parties their pro
17 rata share of all or a portion of the cost of such coverage, including the cost of funding a
18 self-insured retention fund using the same percentage as described in Article ~~XVI~~
19 herein. Such insurance shall be primary, covering all parties jointly and severally,
20 subject to the limits and all provisions, conditions, and exclusions contained ~~in the CSAG~~
21 ~~Excess Insurance Authority, following form, Excess Liability Insurance within COUNTY's~~
22 ~~Certificate No. 03, which is incorporated herein by reference thereto of Insurance and all~~
23 related forms and policy documents governing such coverage, and there shall be no
24 right to pro rata indemnification from the parties under the Joint Powers Provisions of
25 the California Tort Claims Act. COUNTY expressly limits its liability to the other parties
26 hereto to the extent of insurance afforded by the policies aforesaid and save except for
27 such coverage, expressly disclaims any other indemnity or general liability protection.

26 ~~Article XIX.~~ **DURATION OF AGREEMENT, WITHDRAWAL AND AMENDMENT**

27 This Agreement shall continue until terminated in accordance with this Article.
28 This Agreement shall be terminated at the written request of or withdrawal by the

1 governing body of at least five members hereto ~~or~~and the COUNTY. It may be
2 amended at any time, including the addition of new parties, by the unanimous consent
3 of the governing bodies of all parties hereto. ~~A party hereto except the COUNTY, may~~
4 ~~withdraw from this Agreement by the governing body thereof giving to the other parties one~~
5 ~~year's written notice of such intention to withdraw. In the event of such withdrawal, the undivided~~
6 ~~and undisbursed assets creditable to such party shall remain in the control and use of the~~
7 ~~remaining parties until disbursed as hereinafter provided as though said party remained a~~
8 ~~member. However, such withdrawing party shall incur no further liability on account of this~~
9 ~~agreement. Upon termination of this Agreement, all obligations~~Upon termination of this
10 Agreement, all obligations shall be disbursed to the parties hereto in proportion to their
11 contribution.

12 ~~Notwithstanding any other provision of this Agreement, any party who withdraws~~
13 ~~from this Agreement shall remain liable for its share of any amounts assessed pursuant~~
14 ~~to Article X.~~

15 ~~Article XIII~~XI. SUPERSEDING AGREEMENT

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

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

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COUNTY OF FRESNO

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By:

Deputy

CITY OF REEDLEY FOWLER

BY:

Amended JPA/SER

By:

SOUTHEAST REGIONAL

MEMBER AGENCY:

ATTEST:

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City Clerk

By:

ATTEST:

City Clerk

Amended JPA/SER

COUNTY

SOUTHEAST REGIONAL
MEMBER AGENCY:

CITY OF KINGSBURG

Amended JPA/SER

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City Clerk

Amended JPA/SER

SOUTHEAST REGIONAL
MEMBER AGENCY:

CITY OF REEDLEY

Amended JPA/SER

By: _____

SOUTHEAST REGIONAL
MEMBER AGENCY:

ATTEST:

CITY OF SANGER

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By:

SOUTHEAST REGIONAL

MEMBER AGENCY:

ATTEST:

CITY OF SELMA

By:

City Clerk

ATTEST:

City Clerk

Amended JPA/SER

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Amended JPA/SER ~~Bernice E. Seidel~~

~~Clerk to the Board of Supervisors~~

~~County of Fresno, State of California~~

By _____
~~Deputy~~

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000718

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

4
5 This Amended Joint Powers Agreement ("Agreement") is made and entered into this
6 _____ day of _____, 2018, by and between the COUNTY OF FRESNO, a political
7 subdivision of the State of California, hereinafter sometimes referred to as "COUNTY", and the
8 cities of SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG, FOWLER, and
9 PARLIER, all municipal corporations within the COUNTY, hereinafter sometimes referred to as
10 "CITIES."

11 **WITNESSETH:**

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

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

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

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

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

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

25 NOW, THEREFORE, the parties hereto agree as follows:

26 **Article I. NATURE AND AUTHORITY FOR AGREEMENT**

27 Each of the parties to this Agreement is a public agency within the meaning of section
28 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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IN WITNESS WHEREOF, the parties hereto pursuant to the resolutions of their respective governing boards have caused this Amended Joint Powers Agreement to be executed as of the day and year first hereinabove written.

COUNTY OF FRESNO

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

Amended JPA/SER

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SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF FOWLER

By: _____

ATTEST:

City Clerk

Amended JPA/SER

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SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF KINGSBURG

By: _____

ATTEST:

City Clerk

Amended JPA/SER

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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:

City Clerk

Amended JPA/SER

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SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF REEDLEY

By: _____

ATTEST:

City Clerk

Amended JPA/SER

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SOUTHEAST REGIONAL MEMBER AGENCY:

CITY OF SANGER

By: _____

ATTEST:

City Clerk

Amended JPA/SER

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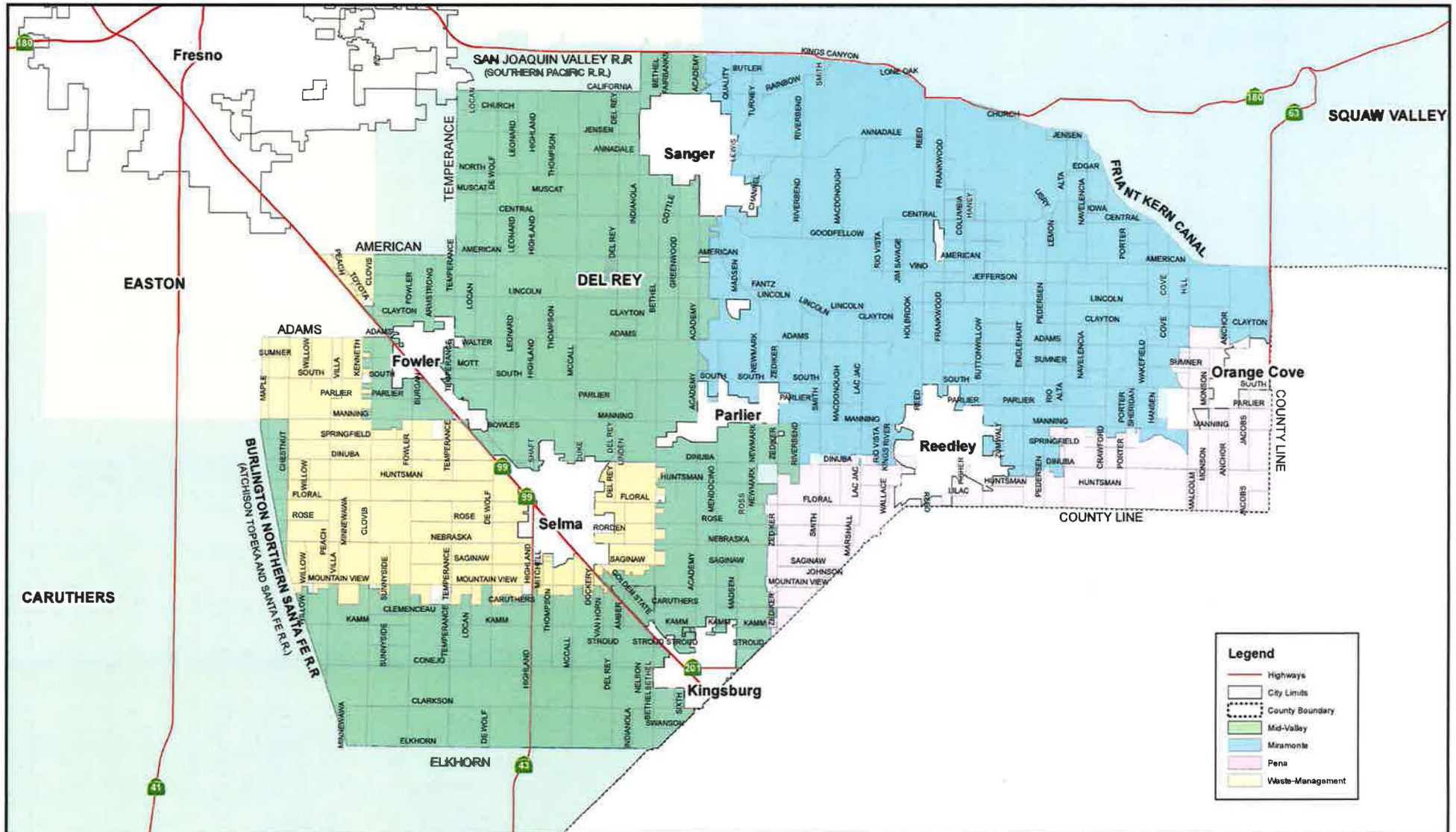
CITY OF SELMA

By: _____

ATTEST:

City Clerk

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.

RESOLUTION NO. 2018 – ___R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, APPROVING AND
AUTHORIZING THE EXECUTION OF THE AMENDED
SOUTHEAST REGIONAL SOLID WASTE
COMMISSION JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF FRESNO AND THE CITY
OF SELMA**

WHEREAS, the County of Fresno and the Cities of Sanger, Reedley, Selma, Orange Cove, Kingsburg, Fowler and Parlier entered into a Joint Powers Agreement dated May 18, 1970, for the operation of the Southeast Regional Disposal Site (hereinafter referred to as “SER”); 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; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby approves the Amended Joint Powers Agreement between the County of Fresno and the Cities of Sanger, Reedley, Selma, Orange Cove, Kingsburg, Fowler and Parlier attached hereto as Exhibit A, and incorporated herein by reference, and authorizes the Mayor to execute the agreement.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 17th day of September, 2018, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

Jim Avalos, Mayor

ATTEST:

Reyna Rivera, City Clerk

agenda item 1.e.
CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
71323	08/30/2018	Printed	A&S PUMP SERVICE	RINGO PARK PUMP SERVICE CALL		773.27
71324	08/30/2018	Printed	ADT LLC	BUSINESS LIC OVERPAYMENT REIMB		369.29
71325	08/30/2018	Printed	MARK ALVES/ALVES ELECTRIC	INST PLUG FOR CAMERA IN		385.00
71326	08/30/2018	Printed	AMERICAN AMBULANCE	SEPTEMBER 2018 PAYMENT		114,600.00
71327	08/30/2018	Printed	AMERICAN AMBULANCE	AMBULANCE OVERPAYMENT REIMB		150.00
71328	08/30/2018	Printed	ANTHEM BLUE CROSS BLUE SHIELD	AMBULANCE OVERPAYMENT REIMB		120.00
71329	08/30/2018	Printed	AT&T	TELEPHONE-AUGUST 2018		19.75
71330	08/30/2018	Printed	AT&T	TELEPHONE 7/12/18-8/11/18		61.35
71331	08/30/2018	Printed	BANNER PEST CONTROL INC	PEST CONTROL-AUGUST 2018		441.00
71332	08/30/2018	Printed	FRED BARKER	COED OFFICIATING FEES		2,340.00
71333	08/30/2018	Printed	BLUE SHIELD OF CALIF	AMBULANCE OVERPAYMENT REIMB		669.60
71334	08/30/2018	Printed	BOYS & GIRLS CLUBS OF FRESNO	FUNDING FOR BOYS & GIRLS CLUB		45,277.00
71335	08/30/2018	Printed	JAY WESLEY BROCK	MONTHLY K9 MAINTENANCE		180.00
71336	08/30/2018	Printed	GILBERT CANTU	COPSWEST PER DIEM 9/16-9/19/18		150.00
71337	08/30/2018	Printed	CASCADE FIRE EQUIPMENT COMPANY	THERMAL IMAGER/TURNOUTS		11,812.47
71338	08/30/2018	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 18-1357		215.00
71339	08/30/2018	Printed	GREGORY N. CHERNEY	PRE-EMPLOYMENT PSYCHOLOGIAL		450.00
71340	08/30/2018	Printed	CISCO SYSTEMS CAPTIAL CRP	LEASE-PHONE SYSTEM/BACKUP		3,280.05
71341	08/30/2018	Printed	COMCAST	INTERNET/PD TO FCSO T1 -AUG 2018		1,382.97
71342	08/30/2018	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES-JUL 18		70.24
71343	08/30/2018	Printed	DATAPATH LLC	BATTERY REPLACEMENTS FOR FIRE STATION & SENIOR CENTER		349.18
71344	08/30/2018	Printed	DAWSON-MAULDIN	FLORAL AVE. RECONSTRUCTION PROJECT		3,689.00
71345	08/30/2018	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS-JUL 18		210.00
71346	08/30/2018	Printed	DSJ ARCHITECTS INC	NEW PD STATION AGREEMENT	PDSA	21,033.50
71347	08/30/2018	Printed	FEDEX	ENGINEERING DOCS TO TOWNSEND		33.50
71348	08/30/2018	Printed	JOEL A FEDOR/FEDOR PLUMBING	PLUMBING SERVICE-LINCOLN PARK, FIRE STATION, SHAFER PARK		3,084.62
71349	08/30/2018	Printed	RICHARD FIGUEROA	SEXUAL ASSAULT INVEST.TRAINING 9/16-9/18/18 PER DIEM		355.00
71350	08/30/2018	Printed	FRANCHISE TAX BOARD	CS#550680107		484.96
71351	08/30/2018	Printed	FRESNO CO TREASURER-SHERIFF	PRISONER PROCESSING 4/1/18-6/30/18		193.06
71352	08/30/2018	Printed	FRESNO COUNCIL OF GOVERNMENTS	TRAFFIC IMPACT ANALYSIS 99 & MT VIEW		1,111.00
71353	08/30/2018	Printed	MICHAEL CALEB GARCIA	COPSWEST PER DIEM		150.00
71354	08/30/2018	Printed	GATEWAY ENGINEERING, INC.	FLORAL PROJECT CONSTRUCTION ADMIN-JULY 18		7,678.63
71355	08/30/2018	Printed	MICHAEL L GONZALES	AMBULANCE OVERPAYMENT REIMB		30.00
71356	08/30/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL		3,414.00
71357	08/30/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 8/22/18		1,062.80
71358	08/30/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-SEPT 2018		629.34
71359	08/30/2018	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		339.78
71360	08/30/2018	Printed	JUSTIN HOLT	FIELD TRAINING OFFICE COURSE PER DIEM 8/27/18-8/31/18		55.00
71361	08/30/2018	Printed	HOME DEPOT	BUSINESS LIC OVERPAYMENT REIMB		55.00
71362	08/30/2018	Printed	J'S COMMUNICATION INC.	PLANTRONICS HEADSET-PD		78.61
71363	08/30/2018	Printed	JLB TRAFFIC ENGINEERING INC	TRAFFIC IMPACT STUDY		6,568.44
71364	08/30/2018	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB SEPT 18		1,120.27
71365	08/30/2018	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB SEPT 18		164.16
71366	08/30/2018	Printed	TIM J LAW	LAW ENFORCEMENT BACKGROUNDS		900.00
71367	08/30/2018	Printed	LIEBERT, CASSIDY, WHITMORE INC	LEGAL FEES-JULY 2018		14,350.85
71368	08/30/2018	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		947.01
71369	08/30/2018	Printed	SERGIO MALDONADO	TRAFFIC COLLISION COURSE		55.00
71370	08/30/2018	Printed	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB SEPT 18		1,278.89
71371	08/30/2018	Printed	METRO UNIFORM	POLICE REVOLVING ACCT		127.45
71372	08/30/2018	Printed	NOAH MITCHELL	TRAFFIC COLLISION COURSE		55.00
71373	08/30/2018	Printed	CHRISTIE MOORADIAN	FRESNO/MADERA CHIEF CONFERENCE		200.00
71374	08/30/2018	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		558.46
71375	08/30/2018	Printed	PG&E	UTILITIES-AUGUST 2018		52,610.95
71376	08/30/2018	Printed	ANTHONYJ PRIETO	BUSINESS LIC OVERPAYMENT REIMB		50.00
71377	08/30/2018	Printed	GERALD REESER	PROTOCOL BOOKS REIMBURSEMENT		79.97
71378	08/30/2018	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT		6,978.00

Grant: G PD Station Bond: PDSB (458) PD State Appropriation: PDSA (457) Reimbursement: R

US BANK INVOICE FOR CALCARD CHARGES: 7/24/18-8/22/18

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	7/26/2018	CIRCLE K, SAN JOAQUIN CA	FUEL	701-9200-600.257.000	46.30
CALEB GARCIA	7/27/2018	VALERO, FRESNO CA	FUEL	701-9200-600.257.000	55.43
CALEB GARCIA	8/1/2018	357 FAST TRIP, FRESNO CA	FUEL	701-9200-600.257.000	55.83
CALEB GARCIA	8/7/2018	FOODS CO FUEL, FRESNO CA	FUEL	701-9200-600.257.000	57.97
CALEB GARCIA	8/10/2018	76, FRESNO CA	FUEL	701-9200-600.257.000	67.54
CALEB GARCIA	8/20/2018	CHEVRON, TULARE CA	FUEL	701-9200-600.257.000	65.57
CITY OF SELMA SNG RES 2	8/15/2018	EXXON MOBIL	FUEL	701-9200-600.257.000	20.42
CITY OF SELMA STATION 1	7/24/2018	NAPA AUTO PARTS	TAPE TO REPAIR T 111 WIRING	701-9200-600.256.000	10.50
CITY OF SELMA STATION 2	8/6/2018	HOME DEPOT	VELCRO FOR NEW HELMETS	100-2525-600.250.000	10.27
CITY OF SELMA STATION 2	8/16/2018	HOME DEPOT	STRAPS FOR 391	100-2525-600.250.000	8.20
CITY OF SELMA STATION 2	8/17/2018	WALMART	PROPANE TANKS FOR BURN	100-2525-600.250.000	48.97
CITY OF SELMA TRAINING DIV	8/7/2018	HOME DEPOT SELMA	SAFETY HARNESS-VENT PROP	100-2525-600.250.000	43.37
CITY OF SELMA TRAINING DIV	8/14/2018	HOME DEPOT SELMA	SAFETY HARNESS-VENT PROPX2	100-2525-600.250.000	86.74
DANIEL RUIZ	7/23/2018	SAN JOAQUIN VALLEY CHAPTER ICC	PLUMBING CODE TRAINING	100-3200-610.915.000	60.00
DAVID LEWIS	7/26/2018	SAL'S MEXICAN RESTAURANT	TEAM SELMA MEETING LUNCH	100-1600-482.010.000	151.22
DAVID LEWIS	7/26/2018	SAVE MART	TEAM SELMA MEETING CONDIMENTS	100-1600-482.010.000	29.59
DAVID LEWIS	8/14/2018	AMAZON.COM	CONFERENCE MICROPHONES FOR COUNCIL CHAMBERS	704-9600-600.250.000	367.73
DAVID LEWIS	8/20/2018	AMAZON.COM	BACK UP FLASH DRIVES FOR P.D.	100-2100-600.110.000	39.99
DEBBIE GOMEZ	7/23/2018	TACTICAL GEAR	STRYKE PANTS	100-2200-600.250.000	84.94
DEBBIE GOMEZ	7/31/2018	TACTICAL GEAR	STRYKE PANTS - REORDER	100-2200-600.250.000	84.94
DEBBIE GOMEZ	8/2/2018	FIRST TACTICAL	SPECIALIST BDU	100-2100-600.250.000	43.49
DEBBIE GOMEZ	8/15/2018	OFFICE MAX	SHIPPING CHARGES FOR 16-4134	100-2100-600.250.000	16.65
DEBBIE GOMEZ	8/20/2018	TWOWAY RADIO PROS	REPLACEMENT BATTERIES	100-2200-600.250.000	76.67
DEBBIE GOMEZ	8/20/2018	ARROWHEAD FORENSICS	SLIDE BOXES, BACKING CARDS, TENTS,	100-2200-600.250.000	808.04
FINANCE DEPT	7/31/2018	SAN JOAQUIN VALLEY AIR POLLUTION	NEW POLICE DEPARTMENT ISR/AIA APPLICATION	457-2100-700.100.005	37.00
FINANCE DEPT	7/31/2018	SAN JOAQUIN VALLEY AIR POLLUTION	NEW POLICE DEPARTMENT ISR/AIA APPLICATION SERVICE FEE	457-2100-700.100.005	1.00
FINANCE DEPT	8/1/2018	LEAGUE OF CALIFORNIA CITIES	CITY ATTORNEY WEBINAR REGISTRATION	100-1600-610.915.000	25.00
FINANCE DEPT	8/15/2018	NETWORK SOLUTIONS LLC	CITY WEBSITE RENEWAL	704-9600-600.470.000	350.90
FRANK SANTILLAN	7/29/2018	CHEVRON	UNIT #1002 WASH	100-2200-600.250.000	7.00
FRANK SANTILLAN	7/30/2018	UNIFORMS AND ACC.	VIP NAME TAGS, CHG TO VIP ACCT	111-2200-600.250.000	35.40
FRANK SANTILLAN	8/12/2018	PAYPAL	VIP PRIUS SPOT LIGHT	100-2200-600.250.000	119.99
FRANK SANTILLAN	8/14/2018	GALLS INC	VIP EQUIPMENT, VIP ACCT	111-2200-600.250.000	45.99
FRANK SANTILLAN	8/14/2018	CHEVRON	UNIT #1002 WASH	100-2200-600.250.000	7.00
FRANK SANTILLAN	8/18/2018	CAMACHO TIRES	UNIT #1002 TIRE REPAIR	100-2200-600.250.000	15.00
FRANK SANTILLAN	8/20/2018	CHEVRON	UNIT #190 WASH	100-2200-600.250.000	7.00
FRANK SANTILLAN	8/21/2018	UNIQUELY YOURS	VIP UNIFORM ALTERATIONS, VIP ACT	111-2200-600.250.000	20.00
GILBERT CANTU	8/3/2018	GOVX INC.	REV ACCT FOR SGT. GILBERT CANTU	100-0000-123.010.000	240.85
JACOB PUMAREJO	7/24/2018	SHELL	FUEL	269-2100-600.257.000	63.42
JACOB PUMAREJO	7/29/2018	AMAZON.COM	EQUIPMENT RETURN	269-2100-600.350.000	(91.98)
JACOB PUMAREJO	8/14/2018	SHELL	FUEL	269-2100-600.257.000	70.71
JACOB PUMAREJO	8/16/2018	BELMONT CAR WASH	VEH MAINT AFTER VEH PURSUIT	269-2100-600.257.000	25.99
JACOB PUMAREJO	8/17/2018	SHELL	FUEL	269-2100-600.257.000	68.25
KELLI TELLEZ	7/23/2018	WALMART	GATORADE/WATER FOR STATION	100-2525-600.250.000	80.02
KELLI TELLEZ	7/24/2018	SAVEMART	BREAKFAST AND COFFEE FOR MEETING	100-2525-600.250.000	31.62
KELLI TELLEZ	7/31/2018	WALMART	CLEANING SUPPLIES FOR STATION	100-2525-600.250.000	120.79
MIKAL KIRCHNER	7/24/2018	LESLIES POOL SUPPLY	SPRAY PARK CHLORINE	100-4700-600.250.000	32.51
MIKAL KIRCHNER	7/25/2018	WAL MART	PARKS BASKETBALL COURT NETS	100-4700-600.250.000	26.89
MIKAL KIRCHNER	7/25/2018	NELSONS ACE HARDWARE	LINCOLN PARK ELECTRIC BOX	100-4100-600.250.000	1.56
MIKAL KIRCHNER	7/27/2018	CLEAR IMAGE POOL	SPRAY PARK CHLORINE	100-4700-600.250.000	16.00
MIKAL KIRCHNER	8/6/2018	ASCAP	MUSIC CONCERT RIGHTS	100-4100-600.400.000	372.76

US BANK INVOICE FOR CALCARD CHARGES: 7/24/18-8/22/18

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
MIKAL KIRCHNER	8/7/2018	SCHOOL OUTFITTERS	SHAFAER COURTS BENCHES	456-4100-600.400.000	2,004.57
MIKAL KIRCHNER	8/8/2018	THE HOME DEPOT	SPRAY PARK CHLORINE	100-4700-600.250.000	14.88
MIKAL KIRCHNER	8/14/2018	NELSONS ACE HARDWARE	PIONEER VILLAGE RESTROOM KEYS	601-4100-600.250.000	6.49
MIKAL KIRCHNER	8/17/2018	SAMUEL FRENCH	ROCKY HORROR PLAY RIGHTS	605-4300-600.400.000	1,100.18
MIKAL KIRCHNER	8/16/2018	THE HOME DEPOT	SPRAY PARK CHLORINE/ACID	100-4700-600.250.000	26.79
MYRON DYCK	7/31/2018	LES SCHWAB SELMA	REPAIR BRAKE JOB UNIT 178	701-9200-600.457.000	611.84
MYRON DYCK	8/8/2018	A OK BODY SHOP	SEATBELT REPAIR ON UNIT 222	701-9200-600.457.000	70.00
MYRON DYCK	8/14/2018	ACTION TOWING	STORAGE OF EVIDENCE VEHICLE	100-2100-600.250.000	26.00
MYRON DYCK	8/20/2018	LES SCHWAB SELMA	TIRE MOUNT AND BALANCE UNIT 1002	701-9200-600.457.000	34.00
MYRON DYCK	8/21/2018	LES SCHWAB SELMA	REPLACE SWAY BAR/ALIGN UNIT 176	701-9200-600.457.000	69.59
MYRON DYCK	8/21/2018	LES SCHWAB SELMA	MOUNT AND BALANCE TIRE UNIT 226	701-9200-600.457.000	22.00
MYRON DYCK	8/21/2018	TORRES TINTING	TINTING FOR K-9 UNIT 195	701-9200-600.457.000	160.00
MYRON DYCK	8/21/2018	NELSON'S HARDWARE	KEYS TO USE FOR SERVICE OF VEHICLES	701-9200-600.457.000	10.83
NICOLETTE ANDERSEN	7/24/2018	OMNI CHEER	COSTUME RETURN BIO	605-4300-656.540.021	(28.69)
NICOLETTE ANDERSEN	7/25/2018	SECOND CHANCE THRIFT STORE	MP COSTUMES	100-4300-600.250.000	18.36
NICOLETTE ANDERSEN	7/26/2018	WALMART	BIO SNACK BAR	605-4300-656.540.021	172.72
NICOLETTE ANDERSEN	7/27/2018	BATTERIES PLUS	MIC BATTERIES BIO	605-4300-656.540.021	209.90
NICOLETTE ANDERSEN	7/27/2018	WALMART	BIO SNACK BAR	605-4300-656.540.021	85.84
NICOLETTE ANDERSEN	7/26/2018	THE HOME DEPOT	SET SUPPLIES - SOR	605-4300-656.540.022	150.36
NICOLETTE ANDERSEN	7/30/2018	W.O.W PRODUCTIONS	LIGHTING FOR BIO	605-4300-656.540.021	400.00
NICOLETTE ANDERSEN	7/29/2018	THE HOME DEPOT	PAINT SOR	605-4300-656.540.022	101.47
NICOLETTE ANDERSEN	8/1/2018	AMAZON	SAC MUSIC STANDS	605-4300-600.250.000	314.93
NICOLETTE ANDERSEN	8/1/2018	BATTERIES PLUS	MIC BATTERIES SOR	605-4300-656.540.022	209.90
NICOLETTE ANDERSEN	8/2/2018	AMAZON	SAC BULBS FOR STAGE LIGHTS	605-4300-600.250.000	162.60
NICOLETTE ANDERSEN	8/2/2018	NELSONS	SET SUPPLIES SOR	605-4300-656.540.022	28.18
NICOLETTE ANDERSEN	8/3/2018	WALMART	SOR SNACK BAR	605-4300-656.540.022	180.77
NICOLETTE ANDERSEN	8/7/2018	PRIMARY	COSTUMES MP	100-4300-600.250.000	192.00
NICOLETTE ANDERSEN	8/7/2018	MUSICAL THEATER INTERN	MUSICAL TRACKS -ST	605-4300-656.540.025	950.00
NICOLETTE ANDERSEN	8/9/2018	WALMART	SOR SNACK BAR	605-4300-656.540.022	104.80
NICOLETTE ANDERSEN	8/10/2018	WALMART	SOR SNACK BAR	605-4300-656.540.022	110.56
NICOLETTE ANDERSEN	8/11/2018	AMAZON	COSTUMES MP	100-4300-600.250.000	40.50
NICOLETTE ANDERSEN	8/12/2018	AMAZON	COSTUMES MP	100-4300-600.250.000	178.71
NICOLETTE ANDERSEN	8/12/2018	AMAZON	COSTUMES MP	100-4300-600.250.000	169.65
NICOLETTE ANDERSEN	8/11/2018	ALANSON PRODUCTS	SAC STAGE TAP	605-4300-600.250.000	166.36
NICOLETTE ANDERSEN	8/14/2018	AMAZON	COSTUMES MP	100-4300-600.250.000	121.69
NICOLETTE ANDERSEN	8/14/2018	THE HOME DEPOT	SET SUPPLIES MP	100-4300-600.250.000	58.38
NICOLETTE ANDERSEN	8/16/2018	JOANN	COSTUMES MP	100-4300-600.250.000	87.09
NICOLETTE ANDERSEN	8/17/2018	AMAZON	COSTUMES MP	100-4300-600.250.000	165.66
NICOLETTE ANDERSEN	8/17/2018	WALMART	MP CRAFT SUPPLIES	100-4300-600.250.000	139.44
NICOLETTE ANDERSEN	8/17/2018	THE HOME DEPOT	SET SUPPLIES MP	100-4300-600.250.000	180.12
NICOLETTE ANDERSEN	8/19/2018	AMAZON	COSTUMES MP	100-4300-600.250.000	356.91
NICOLETTE ANDERSEN	8/18/2018	THE HOME DEPOT	SET SUPPLIES MP	100-4300-600.250.000	360.07
NICOLETTE ANDERSEN	8/20/2018	JOANN	COSTUMES MP	100-4300-600.250.000	58.28
NICOLETTE ANDERSEN	8/22/2018	FIGURE 53	LICENSE FOR QLAB -MP	100-4300-600.400.000	24.00
NICOLETTE ANDERSEN	8/21/2018	NELSONS	SAC GLOVES FOR STORAGE	605-4300-600.250.000	5.40
POLICE DEPT NO 1	8/14/2018	USPS SELMA	MAILED SEARCH WARRANT NOTICES	100-2100-600.120.000	21.80
POLICE DEPT NO 1	8/15/2018	USPS SELMA	MAILED SEARCH WARRANT NOTICES	100-2100-600.120.000	35.55
POLICE DEPT NO 2	7/26/2018	ELM AVE FEED	K9 FOOD	100-2200-600.250.000	62.90
POLICE DEPT NO 2	8/6/2018	PET SUPPLIES PLUS	K9 FOOD	100-2200-600.250.000	97.13
RECREATION-ALLIE CONTRERAS	7/24/2018	WAL MART	COFFEE CUPS	100-4500-600.250.000	6.68

US BANK INVOICE FOR CALCARD CHARGES: 7/24/18-8/22/18

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RECREATION-ALLIE CONTRERAS	7/30/2018	FOOD 4 LESS	CREAMER	100-4500-600.250.000	16.17
RECREATION-ALLIE CONTRERAS	8/5/2018	WAL MART	SUGAR	100-4500-600.250.000	10.84
RECREATION-ALLIE CONTRERAS	8/7/2018	WALMART	BINGO CON.	805-0000-226.200.000	135.55
RECREATION-ALLIE CONTRERAS	8/9/2018	SMART N FINAL	KITCHEN SUPPLIES	100-4500-600.250.000	99.00
RECREATION-ALLIE CONTRERAS	8/10/2018	RESTAURANT DEPOT	FOOD FOR EVENT	805-0000-226.200.000	82.46
RECREATION-ALLIE CONTRERAS	8/18/2018	SMART N FINAL	BINGO CON.	805-0000-226.200.000	65.91
RECREATION-ALLIE CONTRERAS	8/19/2018	WAL MART	KITCHEN SUPPLIES	100-4500-600.250.000	12.84
RECREATION-ALLIE CONTRERAS	8/20/2018	BARGAIN RENTAL	DEPOSIT FOR CHAIR/TENT RENTAL	805-0000-226.200.000	167.50
RENE GARZA	7/31/2018	CENTER FOR CJR & TRAINING	FTO SAC TRAINING	100-2200-610.910.000	316.00
RENE GARZA	7/31/2018	CASH NET	SERVICE FEE FOR ABOVE TRAINING	100-2200-610.910.000	8.69
RENE GARZA	8/9/2018	AUTO ZONE	CAR WASH SOAP FOR POLICE UNITS	100-2200-600.250.000	8.66
RENE GARZA	8/15/2018	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	45.12
RENE GARZA	8/15/2018	HOLIDAY INN HOTEL	LODGING	100-2200-610.915.000	414.00
REYNA RIVERA	7/26/2018	GS RISTORANTE	SPECIAL COUNCIL MEETING SUPPLIES	100-1100-610.920.000	65.02
REYNA RIVERA	8/22/2018	SALS MEXICAN RESTAURANT	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	43.03
RICHARD FIGUEROA	7/24/2018	OFFICE MAX	TRAINING MATERIALS FOR TASER CRSE	100-2200-600.250.000	19.73
RICHARD FIGUEROA	8/3/2018	WALMART	FLASH DRIVE FOR CASES (EXTRACTIONS)	100-2100-600.250.000	62.85
RICHARD FIGUEROA	8/7/2018	AMAZON	CELL PHONE SIGNAL PROTECTORS	100-2100-600.250.000	124.95
RICHARD FIGUEROA	8/8/2018	JOCY'S MEXICAN RESTAURANT	PC290 OPERATION DETAIL	100-2100-600.250.000	95.07
SHANE FERRELL	8/7/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	7.80
SHANE FERRELL	8/9/2018	NELSON'S ACE HARDWARE	STREET SIGNS	210-5400-600.250.000	11.56
SHANE FERRELL	8/7/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	14.63
SHANE FERRELL	8/17/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES-BLDG	702-9300-600.250.000	27.11
SHANE FERRELL	8/3/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES-BLDG	702-9300-600.250.000	32.78
SHANE FERRELL	8/16/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES-BLDG	702-9300-600.250.000	35.03
SHANE FERRELL	8/17/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	41.78
SHANE FERRELL	8/9/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	218.58
SHANE FERRELL	8/7/2018	EWING IRRIGATION PRODUCTS	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	116.82
SHANE FERRELL	8/3/2018	EWING IRRIGATION PRODUCTS	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	835.34
SHANE FERRELL	8/3/2018	EWING IRRIGATION PRODUCTS	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	881.44
SHANE FERRELL	8/2/2018	NAPA AUTO PARTS	AUTO PARTS #804	701-9200-600.256.000	7.58
SHANE FERRELL	7/26/2018	NAPA AUTO PARTS	AUTO PARTS #721	701-9200-600.256.000	15.39
SHANE FERRELL	7/31/2018	NAPA AUTO PARTS	AUTO PARTS #713	701-9200-600.256.000	58.10
SHANE FERRELL	8/2/2018	A-OKAY AUTO BODY SHOP	AUTO REPAIR #805	701-9200-600.457.000	1,316.23
SHANE FERRELL	8/10/2018	HOME DEPOT	SPECIAL SUPPLIES-STREETS	210-5400-600.250.000	108.82
SHANE FERRELL	8/15/2018	NELSON'S POWER CENTER	SMALL TOOL REPAIR	702-9300-600.305.000	11.50
SHANE FERRELL	8/8/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	65.07
SHANE FERRELL	8/8/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES-STREETS	210-5400-600.250.000	65.07
SHANE FERRELL	8/8/2018	NELSON'S POWER CENTER	SMALL TOOL REPAIR	702-9300-600.305.000	127.14
SHANE FERRELL	8/8/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	127.15
SHANE FERRELL	7/30/2018	TORRES TINTING	AUTO SERVICE #321	701-9200-600.455.000	200.00
STEVE GIBBS	7/24/2018	QUINN COMPANY	AUTO PARTS FOR STOCK	701-9200-600.256.000	58.23
STEVE GIBBS	7/26/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	28.51
STEVE GIBBS	7/25/2018	NAPA AUTO PARTS	AUTO PARTS FOR STOCK	701-9200-600.256.000	48.02
STEVE GIBBS	7/23/2018	SELMA AUTO SUPPLY	AUTO REPAIR PARTS #8508	701-9200-600.256.000	42.25
STEVE GIBBS	8/7/2018	ZEE MEDICAL SERVICE CO.	RESTOCK FIRST AID KIT AT CITY YARD-PARKS	100-5300-600.250.000	42.59
STEVE GIBBS	8/7/2018	ZEE MEDICAL SERVICE CO.	RESTOCK FIRST AID KIT AT CITY YARD-FLEET	701-9200-600.250.000	42.59
STEVE GIBBS	8/7/2018	ZEE MEDICAL SERVICE CO.	RESTOCK FIRST AID KIT AT CITY YARD-STREETS	210-5400-600.250.000	42.60
STEVE GIBBS	7/23/2018	ACME ROTARY BROOM SERVICE	AUTO REPAIR PARTS	701-9200-600.256.000	2,275.69
STEVE GIBBS	7/24/2018	TIREHUB, LLC	PD STOCK TIRES	701-9200-600.256.000	4,035.32

US BANK INVOICE FOR CALCARD CHARGES: 7/24/18-8/22/18

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
STEVEN MARES	7/25/2018	STARBUCKS	18-2941	100-2200-600.250.000	8.90
STEVEN MARES	8/4/2018	GALLS	BLUETOOTH FOR UNIT	100-0000-123.010.000	26.03
STEVEN MARES	8/11/2018	UNDER ARMOUR	SHIRTS FOR WORK	100-0000-123.010.000	81.97
TERRY REID	8/1/2018	UNIQUELY YOURS	EXPLORER -PATCHES, EMBROIDERED BADGES	800-0000-121.000.000	41.00
TERRY REID	8/7/2018	UNIQUELY YOURS	EXPLORER CLASS A BADGES	800-0000-121.000.000	547.15
TESLA NASON	7/23/2018	SAVEMART	SNACKS-CITY MANAGER INTERVIEWS	100-1400-610.920.000	31.04
TESLA NASON	7/23/2018	SAVEMART	SNACKS-TEMP MW I INTERVIEWS	100-1400-610.920.000	17.06
TESLA NASON	8/2/2018	SAVEMART	SNACKS-CITY MANAGER INTERVIEWS	100-1400-610.920.000	20.57
TESLA NASON	8/20/2018	SAVEMART	SNACKS-ADMIN ASST INTERVIEWS	100-1400-610.920.000	24.55
					<u>27,460.61</u>

ITEM NO:

2

SUBJECT: Discussion and direction regarding the proposed Police Department facility

DISCUSSION:

In 2015, staff began to revisit the discussion of construction of a new police station. In September 22, 2016, the City received a \$4,000,000 appropriation from the State to assist with the construction of a new police station, which was the first funding source for the project. The second source of funding was through Measure P, which was approved by the voters in November 2016. Measure P authorized the City to issue \$4 million in general obligation bonds to finance the new police station. The construction estimate for hard costs on this project is ±\$6,000,000.

On July 20, 2018, the project was put out to bid, and addenda were issued on September 27, 2018.

On Thursday, September 30, 2018 the City received one bid for the project, for the following amount:

Contractor	Bid Amount
Seals Construction	\$7,952,000.00

On September 4, 2018, the City Council rejected the bid from Seals Construction given the bid amount. At that time, Staff was directed to review the project and return to City Council with a revised scope. Having analyzed the project, staff has requested the Senior Principal Architect, Arthur Dyson, to give a full analysis of the current proposed floor plan. Mr. Dyson will provide the City Council with insight on the original vision of the project and how it changed to what is currently proposed.

City Staff was also directed to work with the Fresno, Madera, Tulare, Kings Building and Construction Trades Council regarding the scope of the Community Workforce Agreement. Staff has been in communication with the Council, and anticipates returning with a revised agreement at the next Council meeting.

Staff is seeking direction from the Council regarding the scope of the project.

RECOMMENDATION: Staff recommends that City Council provide direction to Staff.


Isaac Moreno, Acting City Manager

9/13/18
Date

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

September 17, 2018

ITEM NO:

3.

SUBJECT: Review Fresno County Community Development Block Grant
("CDBG") Program proposed application package for funding year
2019-2020

DISCUSSION: Every year Fresno County and HUD requires an application package be submitted for each proposed CDBG project.

The project recommendation for the 2019-2020 funding cycle is:

Neighborhood Connectivity Project which includes construction of sidewalks and reconstruction of damaged concrete improvements including curbs, gutter and sidewalks in the following areas:

- The area bound by the north side of Valley View to the south side of Nebraska and from the east side of Thomson to Sheridan Street.
- The area bound by north side of Rose to the south side of Floral and from the east side of McCall to the west side of Orange Avenue.

The preliminary Engineer's estimate for this project is \$275,000. The anticipated allocation from CDBG is \$210,000 and LTF funds will be utilized to cover the cost above the CDBG allocation.

RECOMMENDATION: Direct Staff to initiate the Fresno County Community Development Block Grant (CDBG) Program application package for funding year 2019-2020.

/s/ Daniel Bond

9/13/18

Daniel K. Bond – City Engineer

Date


Isaac Moreno – Acting City Manager


Date

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

September 17, 2018

ITEM NO:

4.

SUBJECT: Reject construction bid for City of Selma Ringo Park Restroom Replacement Project, CDBG Project 16651 and re-bid.

BACKGROUND: The City of Selma receives an annual allocation from the Community Development Block Grant (CDBG) for construction of public improvements. The 2016-17 project was prepared for replacement of the restroom at Ringo Park.

DISCUSSION: On Tuesday, April 26, 2018, one bid was opened. The bid results were as follows:

No.	Contractor	Amount
1	Puma Construction	\$205,650.27

The Engineer's estimate for the project is \$155,000. Because only one bid was received and specific bid items were priced well above those normally seen, staff believes a rebid will bring the costs in line with the available budget. Staff is requesting to reject the bid and re-bid the project.

RECOMMENDATION: Reject all bids for construction of City of Selma Ringo Park Replacement Project CDBG 16651, and allow staff to re-bid the project.

/s/ Daniel Bond

9/13/18

Daniel K. Bond – City Engineer

Date



Isaac Moreno – Acting City Manager

9-13-18
Date

ITEM NO:

SUBJECT: 5. Rockwell Park Update and Report

BACKGROUND:

Since early 2015, the City has discussed building a new park using potential grants and impact fees as a funding source. Since that time, Staff has had multiple forums to gather community input on the type of park our citizens would like to have built.

DISCUSSION:

At this time, Staff would like to provide Council with an update on our current and past discussions on developing a new park.

Previously, the City Council directed Staff to begin negotiations with the County of Fresno to purchase property owned by the County adjacent to Rockwell Pond. These negotiations continue to move forward, and the City is in agreement in principal with the County, for the 28 acres. The City and County now need to draft a formal purchase and sale agreement for the property. When the agreement is complete, it will be presented to the City Council for consideration.

Originally, staff discussed with the City Council the possibility of purchasing of 12 acres as part of an application for a grant through the State of California's Department of Parks and Recreation. The City Council directed staff to apply for a grant but unfortunately, the City was not chosen. This grant was for the property adjacent to the pond to develop open space for teams to practice and residents to use, restrooms, playground equipment, etc. Many grant opportunities will be available in early 2019, including the Land and Water Conservation Fund, and through Proposition 68 just approved by the voters.

Staff is working with all of our youth sport organizations and with the community to gather input regarding amenities at the park. Based on community input, an option for phase 1 of the park could be open space practice fields with lights for youth soccer and youth football, which would also open for use by the general public; a developmentally disabled/community playground; lighted basketball courts; parking, and a restroom. Phase 2 for any remaining acreage would be considered at a later time.

As the Council is aware, the City also owns a ponding basin adjacent to the proposed park area. Tying in the pond and the park would be a great asset to the City. However, given that the ponding basin is regularly used for stormwater capture, the City is unable to develop the basin with any fixed amenities. Staff believes walking trails/bike trails would be a great asset around the pond as well as a water feature that has been discussed.

Staff will be providing a report at the meeting and looks forward in conducting additional community input meetings as we continue to develop the park.

Attachments:

- A. Potential Park Outlined
24 Acres Park/4 Acres Right of Way Easement into Park
- B. Community Forum Notes
May 21, 2015 and September 21, 2016

RECOMMENDATION: Continue negotiations with the County of Fresno regarding the acquisition of property adjacent to Rockwell Pond for the development of a public park.

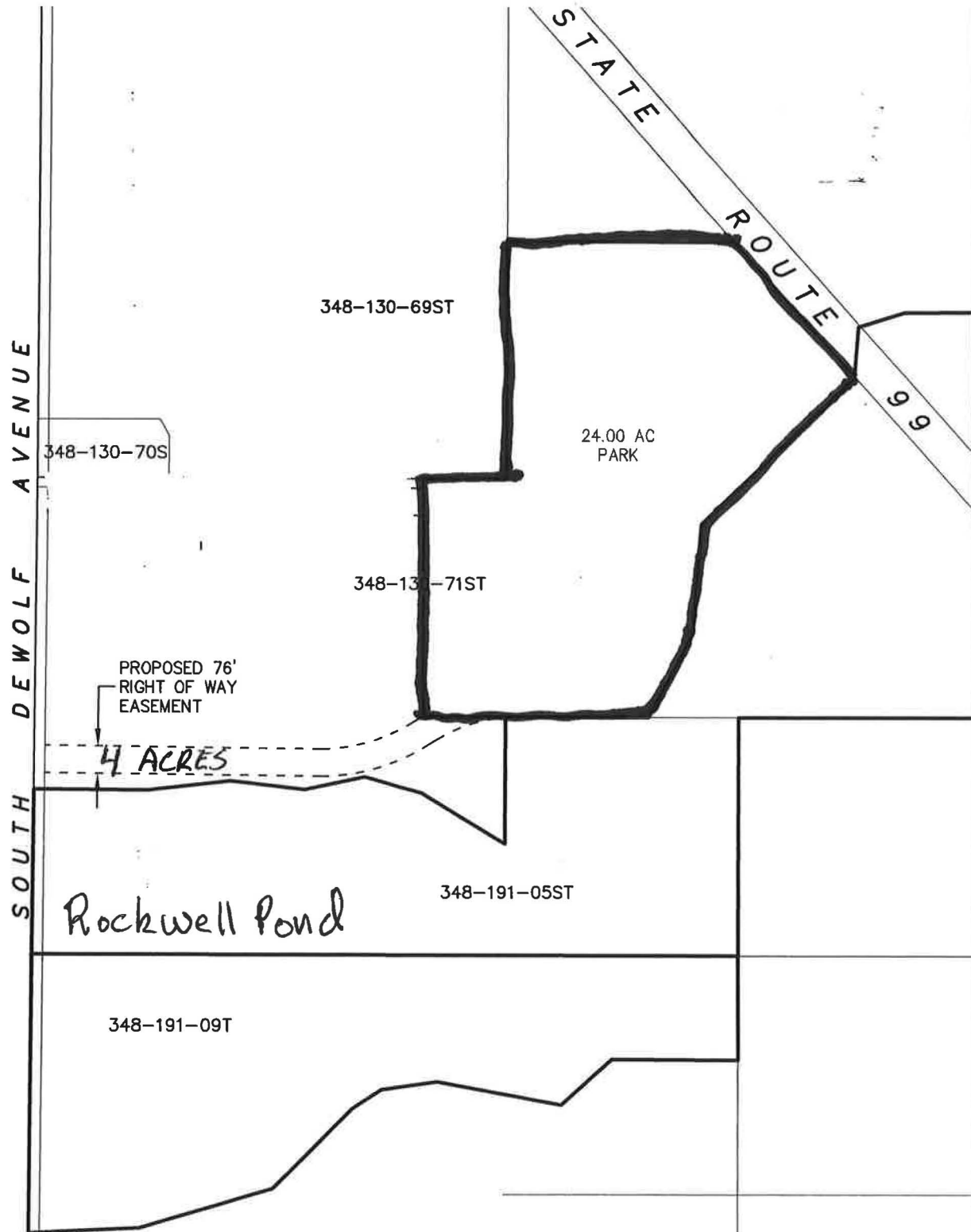
/s/ Mikal Kirchner
Mikal Kirchner, Director Recreation & Comm. Svcs.

9/14/18
Date


Isaac Moreno, Interim City Manager

9-14-18
Date

EXHIBIT - A



Park Development Community Forum

Playing Rules

- 1. There are no bad ideas.**
- 2. Ideas presented are simply ideas and will be reviewed and put together in a report for consideration.**
- 3. There is to be no debating or arguing any ideas presented. This is simply a meeting to gather ideas.**
- 4. Be respectful and let everyone have an opportunity to make a recommendation.**

First Staff Will Identify The Park Area

Second Identify Potential Amenities Within The Park

Third Using “Dots” Prioritize All Amenities

Park Development Community Forum

**Agenda
Thursday, May 21, 2015
6:30 p.m.**

- 1. Welcome**
- 2. Introductions**
- 3. Purpose and Background Relating to Park Potential Project**
- 4. Process Criteria-“Playing Rules”**
- 5. Park Input**
- 6. Prioritize Park Input**
- 7. Final Comments/Questions**
- 8. Adjourn**

***Please make sure you sign in and list e-mail should there be any future correspondence needed/requested and/or additional meetings as it relates to this park project.**

Rockwell Pond

Park Development Meeting Review

Thursday, May 21, 2015

Those in attendance were provided information regarding the park, and were allowed to ask questions prior to submitting input. Each of these attendees was asked to provide their priorities for park amenities. Those in attendance gave input and their list or items. City staff wrote down each of the items on a poster board. Following the development of the list, each person was provided two sticker "dots" and asked to place one next to the amenities they feel are most important to consider with the development of a potential park located at Rockwell Pond. Staff also informed those in attendance that this is a flood zone and some amenities will not be possible in this area. Staff however, asked for amenities that were important to them even if not for this potential site, they will be kept on file for the future.

<u>Amenity:</u>	<u># of Votes</u>
Baseball Fields (Youth/Adult)	21
Walking Trails/Bicycle (Information signs promoting Selma)	17
Wrestling Gym/Facility/Multi Level	15
Dog Park	9
Soccer Fields/Open Space	7
Softball Fields (Adult/Youth)	6
Pickleball Courts	4
Youth Football Field-Open Space for Practice	4
Playground Equipment (Kiddy Area)	3
Covered Picnic Shelters with bbq	2
Basketball Courts	2
Snack Bar	2
Martial Arts/Yoga Room	2
Fishing Pond/Boats	2
Tennis Court	1
Multi-Purpose Gym	1
Multi-Purpose Hall w/kitchen (Community Rental)	1
Rock Climbing Wall	1
Pool	1
Walk of Fame Sidewalk	1
Batting Cages	1
Portable Restrooms along w/permanent restrooms	1
Computer Lab	1

Rockwell Pond
Park Development Meeting
Wednesday, September 21, 2016

Those in attendance were provided information regarding the potential location of a new park. Each of these attendees was asked to provide their priorities for park amenities. Those in attendance let City staff know their priorities. They were written on an easel pad. Following the development of the list, each person was provided two sticker “dots” and asked to place one next to the amenities they feel are most important to consider with the development of a potential park. The following were suggested and listed in order of the most votes. There were some items (concession stand, bathrooms) that will be part of the park so it wasn’t necessary to vote for those.

<u>Amenity:</u>	<u># of Votes</u>
Flat Open Space With Lights	10
Special Needs Play Equipment	4
Walking Trails	3
Pickle ball Courts	2
Parcourse	2
Amphitheater	2
Restrooms	1
Picnic Tables	1
Barbecue Pits	1

Those Listed Below Were Mentioned:
(Didn’t receive a sticker vote)

Two Full Soccer Fields With Lights	0
Dog Trail	0
Portable Lighting	0
Water Feature	0
Baseball/Softball Fields With Lights	0
Playground Equipment	0
Concession Stands	0
Trees	0