SUBJECT: CONSOLIDATED WASTE MANAGEMENT AUTHORITY (CWMA) MEMBERSHIP

SOURCE: Public Works Department – Field Services Division

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

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

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

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

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

The CWMA oversees the countywide programs that the members participate in, such as C&D recycling, battery recycling, and waste to energy diversion. The CWMA also provides sample ordinance development, education and outreach materials, and helps subsidize the County’s Household Hazardous Waste (HHW) program. If the City withdraws from the CWMA, it may be responsible for the cost of its HHW program and mobile collection events that are currently funded by the County and subsidized by the CWMA.
The CWMA provides additional assistance on items such as mandatory commercial recycling, sharps disposal, and addressing the implementation of new programs to meet the State's anticipated goal of 75% diversion by 2020. The CWMA administrator is also available to assist with site visits to local businesses to assess recycling needs and help them meet their diversion requirements.

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

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

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

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

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

ATTACHMENT: “Amended and Restated Joint Powers Agreement” Consolidated Waste Management Authority
"AMENDED AND RESTATED JOINT POWERS AGREEMENT"
CONSOLIDATED WASTE MANAGEMENT AUTHORITY

THIS AGREEMENT is entered into as of April 27, 2006, between the CITIES OF VISALIA, PORTERVILLE, LINDSAY, DINUBA, TULARE (including its Board of Public Utilities Commissioners), EXETER, FARMERSVILLE, and the COUNTY of TULARE (COUNTY) hereinafter collectively referred to as Members, with reference to the following:

A. On December 8, 1999 the CITIES OF VISALIA, PORTERVILLE, LINDSAY, DINUBA, and TULARE entered into a Joint Powers Agreement forming the Consolidated Waste Management Authority (CWMA).

B. On November 26, 2002 Cities of EXETER, FARMERSVILLE and WOODLAKE joined the CWMA as equal members.

C. On December 15, 2005, the City of Woodlake submitted their desire to withdraw from the CWMA and on January 26, 2006 was formally accepted by CWMA by approval of Resolution No. 2006-01.

D. On the November 17, 2005, CWMA Board approved Resolution No. 2005-04 accepting the COUNTY’S desire to join the CWMA, subject to the terms and conditions set forth below.

E. The Members intend by this Agreement to create a Joint Powers Authority ("the Authority") to act as a regional agency and independent public agency to comprehensively plan, develop, operate and manage the, transformation, diversion, recycling, processing and disposal of solid waste within the Members’ jurisdictions;
F. The Members further intend by this Agreement to provide for the
funding reasonably anticipated to be necessary for the above
purposes.

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

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

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

ACCORDINGLY, IT IS AGREED:

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

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

a. "Act" shall mean the California Integrated Waste Management Act of
1989 (California Public Resources Code Sections 40000 et seq.) and
all regulations adopted under that legislation, as that legislation and
those regulations may be amended from time to time.

b. "Authority" shall mean the Consolidated Waste Management Authority,
which is the public and separate authority created by this Agreement;

c. "Board" or "Board of Directors" shall mean the Board of Directors of
CWMA as provided in this Agreement to govern and administer the
Authority.

d. "Member" shall mean any of the signatories of this Agreement and
"Members" shall mean all of the signatories to this Agreement.

e. "Solid Waste" shall mean all putrescible and nonputrescible solid,
semi-solid and liquid wastes, including garbage, trash, refuse, paper,
rubbish, ashes, industrial wastes, demolition and construction wastes,
abandoned vehicles and parts thereof, discarded home and industrial
appliances, dewatered, treated, or chemically fixed sewage sludge
which is not hazardous waste, manure, vegetable or animal solid and
semisolid wastes, and other discarded solid and semisolid wastes,
including special wastes as defined in Public Resources Code §41450,
but not including hazardous wastes, low-level radioactive waste, or
medical waste, as more particularly defined in Public Resources Code
§40191 as it may be amended from time to time.

f. "Solid waste landfill" or "solid waste disposal site" shall mean a
disposal facility that accepts, or has accepted, solid waste for land
disposal as more particularly defined in Public Resources Code
§40122 as it may be amended from time to time.
g. “SRRE” shall mean a Source Reduction and Recycling Element as required by the Act as that element may be amended from time to time.

h. “NDFE” shall mean a Non-Disposal Facility Element as required by the Act as that element may be amended from time to time.

i. “HHWE” shall mean Household Hazardous Waste Element as required by the Act as that element may be amended from time to time.

j. “Transfer facility” shall mean a facility, together with necessary accessory facilities, used for the receiving, processing, recycling and transportation of solid waste, and the recovery of materials from solid waste, as more particularly defined in Public Resources Code §40200 as it may be amended from time to time.

k. “CIWMP” shall mean County Integrated Waste Management Plan as required by the Act as that plan may be amended from time to time.

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

The Members will be responsible for implementation of their programs and enter this agreement with the intent to operate the Authority in compliance with the requirements of the Act with a minimum level of staff, addressing those operations
and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation and contract services. The duties and responsibilities of each Member are described in the County Integrated Waste Management Plan (CIWMP) which is hereby incorporated in this agreement. The Authority is formed with the sole purpose and intent of jointly measuring disposal reduction by the member agencies and of facilitating the development of joint programs and projects that provide economies of scale. The members will exercise independent power within their own jurisdiction, to including but not limited to, the establishment or approval of fees, the collection of solid waste, landfills and the administration of landfills and transfer stations.

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

a. To make and/or assume contracts;

b. To employ agents, employees, consultants and such other persons or firms as it may deem necessary;

c. To acquire by condemnation or otherwise land and/or facilities not owned by any member to construct, manage, maintain or operate any building, works or improvements, including systems, plants, Disposal Sites, Transfer Facilities or other facilities for the purposes of collection, disposal, treatment, transformation, diversion, or recycling of solid waste;
d. To incur debts, liabilities or obligations, subject to the limitations provided in this Agreement;

e. To sue and be sued in its own name;

f. To apply for and accept grants, advances and contributions;

g. To set processing, disposal fees and other rates, and to levy and collect fees and charges, including tipping fees and gate fees as provide by this Agreement, or as permitted by law for Authority owned and/or operated facilities.

h. To adopt ordinances and resolutions as authorized by law;

i. To issue bonds in any manner authorized by law;

j. To adopt an annual budget;

k. To exercise the authority otherwise vested in any party to this Agreement to apply for State or Federal funding to defray any of the costs of operation of the Authority;

l. To take such actions as are deemed necessary to address transformation, reduction, recycling and diversion goals for solid waste as mandated by the Act, or as deemed desirable by the Authority;

m. To require appropriate reports from agencies, organizations and businesses which collect recyclables and;

n. To license, franchise, permit and/or contract with qualified persons, including, but not limited to, independent haulers or any Member of the Authority, and to provide any service required by the Authority to accomplish its purpose.

The Authority shall have no responsibility for the operation of the Tulare County Solid Waste Enterprise Fund to include, but not be limited to, the operation
of the Tulare County landfills and transfer stations, the establishment of reserves or for the setting of tipping or gate fees.

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

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

7. ORGANIZATION:

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

b. TERM: The Members from the city councils and the COUNTY and the alternates shall serve at the pleasure of the legislative body which appointed them.
c. MEETINGS: Regular meetings of the Board shall be held at least quarterly, on such dates and times and at such locations as the Board shall fix by resolution. Special meetings of the Board shall be called in accordance with Government Code §54596. All meetings shall comply with the provisions of the Ralph M. Brown Act (Government Code §54950 et seq.)

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

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

(1) Adoption of an annual budget;

(2) Any modification of the annual budget;

(3) Contracts up to $25,000 and for terms of up to two (2) years, which are otherwise not subject to a four fifths (4/5) vote as hereinafter provided;

(4) Admission of additional members;

(5) Appointment, employment, or dismissal of an employee, including any independent contractor who functions as an employee.

(6) Obtain reimbursement from any member for failure to implement programs identified in their SRRE, NDFE and HHWE;

(7) Compromise or payment of any claim against the Authority;

(8) To acquire by condemnation property not owned by the Members;
(c) A four-fifths (4/5) vote of the Board (as opposed to a quorum) is required for the following actions:

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

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

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

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

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

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

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

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

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

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

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

10. CONTRIBUTIONS: The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating and other expenses incurred by the Authority. Funding shall be from Member
contributions as determined by the Authority and other sources. No Member shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with this Agreement or pay any other amounts on behalf of the Authority without that Member’s consent evidenced by a written instrument signed by a duly authorized representative of the Member.

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

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

13. INVESTMENT OF SURPLUS FUNDS: The Authority may invest any money in the treasury that is not required for its immediate necessities in the same manner, and upon the same conditions, as any local agency may do pursuant to Government Code §53601.
14. FISCAL YEAR: The fiscal year for the Authority shall extend from July 1 to June 30 of each year.

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

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

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

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

If it is determined that a Member has failed to fulfill its obligation under this Agreement, which failure results in the imposition of penalties by the California Integrated Waste Management Board, such member shall be obligated to pay all incurred penalties and costs of enforcement including but not limited to attorney’s fees and costs.
18. WITHDRAWAL: Any Member may withdraw from the Authority by filing with the Authority a written notice to withdraw one hundred eighty (180) days prior to the date of withdrawal. The withdrawal of the Member shall have no effect on the continuance of this Agreement among the remaining Members. The withdrawing Member shall remain responsible for its proportionate share of the then Fiscal Year's operating budget. Except upon vote by the Board to terminate the Authority, any Member that withdraws as provided herein shall be proportionately liable for all the outstanding obligations or debts incurred by the Authority, including remaining unfunded capital expenditures incurred or approved prior to the date of written notice of withdrawal of such Member. The assets contributed by the withdrawing member or the value of the assets at the date of withdrawal will be returned to the withdrawing member.

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

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

a. The assets contributed by each Member, or the value thereof as of the date of termination shall be distributed to that entity.
b. The remaining assets shall then be distributed in proportion to the population contained within the boundaries then current of the Members as last determined by the California Department of Finance. The distribution of assets shall be made in-kind to the extent possible by returning to each Member those assets contributed by such parties to the Authority; however, no party shall be required to accept transfer of an asset in kind.

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

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

20. INDEMNIFICATION/CONTRIBUTION: The Authority shall hold harmless, defend and indemnify the Members, and their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property (including property owned by any Member), arising out of the activities of the
Authority, or its agents, officers and employees under this Agreement. The
foregoing indemnification obligations shall continue beyond the term of this
Agreement as to any acts or omissions occurring before or under this Agreement
or any extension of this Agreement.

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

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

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

23. ENTIRE AGREEMENT REPRESENTED: This Agreement represents
the entire agreement among the parties as to its subject matter and no prior oral or
written understanding shall be of any force or effect. No part of this Agreement may
be modified without the written consent of all of the parties.
24. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

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

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

MEMBERS:

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

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

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

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

City of Visalia
707 W. Acequia
Visalia CA 93277
(Fax No.: (559) 730-7043 / Confirming No.: (559) 738-3318)
City of Exeter  
P.O. Box 237  
Exeter, CA 93221  
(Fax No.: (559) 562-3516 / Confirming No.: (559) 592-3318

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

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

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

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

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

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

28. WAIVERS: The failure of any party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.
29. EXHIBITS AND RECITALS: The recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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

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

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

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

/  
/  
Dated: ___________________  CITY OF DINUBA

By ______________________
Mayor

ATTEST
Clerk of the City of Dinuba
Dated: 

CITY OF LINDSAY

By [Signature] 
Mayor

ATTEST
Clerk of the City of Lindsay

Dated: 3/28/06

CITY OF PORTERVILLE

By [Signature] 
Mayor

ATTEST
Clerk of the City of Porterville

Dated: 

CITY OF TULARE

By [Signature] 
Mayor

ATTEST
Clerk of the City of Tulare

Dated: 

CITY OF TULARE BOARD OF PUBLIC UTILITIES

By [Signature]

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

Dated: 4-11-04

CITY OF DINUBA

By
Mayor

ATTEST
Clerk of the City of Dinuba
THE PARTIES, having read and considered the above provisions, indicate their
agreement by their authorized signatures below.

Dated: April 4, 2006

CITY OF PORTERVILLE

By
Mayor

ATTEST
Clerk of the City of Porterville
CITY OF TULARE *Signature* page

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

Dated: 4/20/06

CITY OF TULARE

By [Signature]
President, Board of Public Utilities Commissioners

ATTEST

[Signature]
Secretary, Board of Public Utilities Commissioners
CITY OF VISALIA Signature page

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

Dated: 4-17-06

CITY OF VISALIA

By

Mayor

ATTEST

Chief Fiscal Officer

Clerk of the City of Visalia
CITY OF EXETER

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

Dated: 4/25/06

CITY OF EXETER

By

Mayor

ATTEST

Clerk of the City of Exeter
COUNTY OF TULARE

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

Dated: April 18, 2006

COUNTY OF TULARE

By J. Steven Worthley,
Chairman

ATTEST
Clerk of the Board

Approved to Form
County Counsel

Deputy 5-18-06
CITY OF FARMERSVILLE Signature page

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

Dated: 4/21/06

CITY OF FARMERSVILLE

By

Michael Santana, Mayor

ATTEST

Rosemary Silva, Clerk of the City of Farmersville