

Agreement No. A-07261

**JOINT POWERS AGREEMENT BETWEEN THE CITY OF SALINAS,
THE CITY OF GONZALES, THE CITY OF GREENFIELD, THE CITY OF KING, THE
CITY OF SOLEDAD, AND THE COUNTY OF MONTEREY CREATING
THE SALINAS VALLEY SOLID WASTE AUTHORITY**

This Agreement is made and entered into by and between the following public entities:

- (a) CITY OF SALINAS ("Salinas"), a municipal corporation;
- (b) CITY OF GONZALES ("Gonzales"), a municipal corporation;
- (c) CITY OF GREENFIELD ("Greenfield"), a municipal corporation;
- (d) CITY OF KING ("King"), a municipal corporation;
- (e) CITY OF SOLEDAD ("Soledad"), a municipal corporation; and
- (f) COUNTY OF MONTEREY ("County"), a political subdivision of the State of California.

RECITALS:

A. Each of the Parties to this Agreement is a local government entity functioning within the Salinas Valley, in Monterey County, California.

B. Pursuant to Title 1, Division 7, Chapter 5, Article 1 (Section 6500, et seq.) of the Government Code of the State of California, commonly known as the Joint Exercise of Powers Act (the "JPA Act"), two or more public agencies may, by Agreement, jointly exercise any power in common to the contracting Parties.

C. Each of the Parties to this Agreement has the power, in addition to other powers which are common to each of them, to undertake and perform: solid waste planning and program management, including collection services and siting; the development, construction, and operation of solid waste facilities, including materials recovery facilities for the recovery of recyclable and compostable materials; and the transfer and disposal of solid waste generated within each of the Parties' jurisdictional boundaries.

D. The California Integrated Waste Management Act of 1989 (the "Act") requires the preparation of the County Integrated Waste Management Plan which includes: Source Reduction and Recycling Elements and Household Hazardous Waste Elements prepared by each jurisdiction; a Countywide Integration Summary; and a Countywide Siting Element.

E. The Parties find that it would be to their mutual advantage and benefit to work together and share costs to plan and implement source reduction, recycling, composting, public education, household hazardous waste management, and other solid waste management programs, facilities, landfills, and collection services.

F. It is the desire of the Parties to use any power that they have in common which is reasonably necessary and appropriate to aid in the accomplishment of these goals.

AGREEMENT

NOW, THEREFORE, based upon the mutual promises contained in this Agreement, the Parties agree as follows:

1. PURPOSE: The purpose of this Agreement is to establish a joint powers authority to be known as the SALINAS VALLEY SOLID WASTE AUTHORITY for the purpose of:

- (a) acquiring and managing the landfill assets of each jurisdiction and ensuring long-term landfill capacity for the region;
- (b) providing a unified and coordinated solid waste management system for the Cities and the County, including efficient facility and program planning and development and comprehensive and cost-effective solid waste management services;
- (c) demonstrating a commitment to, and facilitation of, the development of the most efficient and cost-effective strategies for source reduction, achieving recycling goals, expanding composting and encouraging the establishment of markets for recycled products and recycling industries; and
- (d) exercising all other appropriate powers reasonably necessary to carry out the purpose of this Agreement.

2. ESTABLISHMENT OF THE AUTHORITY: There is hereby established pursuant to the JPA Act an Authority which shall be a public entity separate from the Parties to this Agreement. The name of said Authority shall be the SALINAS VALLEY SOLID WASTE AUTHORITY (the "Authority"). The boundaries of the Authority shall be coextensive with the boundaries of the cities of Salinas, Gonzales, Greenfield, King, and Soledad, and the unincorporated areas of Monterey County (excluding those portions of the unincorporated areas that are within the boundaries of the Monterey Regional Waste Management District).

3. MEMBERSHIP OF THE GOVERNING BOARD: The Authority shall be governed by a nine member Board of Directors (the "Authority Board") composed of three (3) members of the Salinas City Council, two (2) members of the Monterey County Board of Supervisors and one (1) member from each of the city councils of Gonzales, Greenfield, King, and Soledad. Each of the members appointed from the Monterey County Board of Supervisors shall be supervisors whose districts are at least in part within the service boundaries of the Authority.

4. VOTES: Each Party to this Agreement shall appoint its respective representative or representatives to serve as a member or members on Authority Board. Each member shall have one (1) vote. Five (5) votes shall be required for any action of the Authority Board and one (1) of the five (5) votes must be from a representative from Salinas.

5. QUORUM: Five (5) members of the Authority Board shall constitute a quorum for the transaction of business, except that less than a quorum may vote to adjourn a meeting.

6. TERMS OF OFFICE: The term of office of each member of the Authority Board shall be one year and shall not exceed the term of the elective office which the member holds.

7. ALTERNATES: Each Party may, in addition to their respective regular appointments, appoint one or more elected officials who will serve as alternate appointees and members of the Authority Board and each such alternate appointee and member shall be empowered to cast votes in the absence of a regular appointee and member or in the event of a disqualification to vote because of conflict of interest. Each alternate appointed shall be a member of the governing body of the Party making such appointment.

8. OFFICERS OF THE AUTHORITY BOARD: At its first meeting and thereafter at the first meeting of each calendar year, the Board of Directors shall elect a President, Vice-President, and such other officers as the Authority Board shall find appropriate, to serve the Authority Board for a term of one year unless sooner terminated at the pleasure of the Authority Board. In the event the officer so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Authority Board held following the occurrence of the vacancy. In the absence or inability of the President to act, the Vice-President shall act as President. The President, or in the absence of the President, the Vice-President, shall preside at and conduct all Authority Board meetings.

9. CHIEF ADMINISTRATIVE OFFICER: The Authority Board shall select a chief administrative officer to serve at its pleasure. The chief administrative officer shall be responsible to the Authority Board for the proper and efficient administration of the Authority as is or hereafter may be placed in the chief administrative officer's charge, or under the chief administrative officer's jurisdiction or control, pursuant to the provision of this Agreement, or of any ordinance, resolution, or order of the Authority Board. The chief executive officer shall file an annual bond in an amount specified by the Authority Board. In addition to the other powers and duties provided, the chief administrative officer shall have the power to:

- (a) Plan, organize, and direct all Authority activities under the policy direction of the Authority Board;
- (b) Enforce strict compliance with the approved annual budget and approve only expenditures authorized in the approved budget;

- (c) Hire and manage such staff as necessary to carry out the provisions of this Agreement;
- (d) Make recommendations to and requests of the governing board concerning all of the matters which are to be performed, done, or carried out by the Authority Board; and
- (e) Have charge of, handle, or have access to any property of the Authority, and shall make an inventory of all Authority property.
- (f) Make all books and records of the Authority in the Chief Administrative Officer's hands open to inspection at all reasonable times by members of the Authority Board or their representatives.

10. ADDITIONAL OFFICERS OF THE AUTHORITY:

- (a) Treasurer. The Authority Board shall select a Treasurer to serve at its pleasure. The Treasurer of the Authority shall be the depositor and have custody of all the money of the Authority from whatever source and shall comply strictly with the provisions of the statutes relating to the Treasurer's duties as provided by the JPA Act and shall file an annual bond in an amount specified by the Authority Board. The Treasurer shall ensure that all available cash on hand is at all times fully invested in a cash management program and investment portfolio pertaining thereto and ensure that sufficient liquidity is maintained to meet the Authority's cash disbursement needs.
- (b) Controller. The Authority Board shall appoint a Controller of the Authority to serve at its pleasure. The Controller shall advise the Authority Board in connection with any accounting, budgetary, monetary, or other financial matters relating to the Authority. The Controller shall file an annual bond in an amount specified by the Authority Board. The duties and responsibilities of the Controller include, but are not limited to, those duties set forth in the JPA Act and shall include the following:
 - (1) Establish with Authority Board approval of the annual budget format, accounts, and documentation pertaining to the budget and which most nearly reflect the objectives of the Authority;
 - (2) Establish and maintain the particular funds and accounts as required by generally accepted accounting practices applicable to public entities and which most accurately and appropriately record and report the operations of the Authority as represented by the annual budget document;
 - (3) Enforce strict compliance with the approved annual budget and approve only expenditures authorized in the approved budget;

- (4) Make all books and records of the Authority in the Controller's hands open to inspection at all reasonable times by the members of the Authority Board or their representatives.
- (c) Clerk. The Authority Board shall appoint a Clerk to serve at the pleasure of the Authority. The Clerk, at the discretion of the Authority Board, may be the Chief Administrative Officer or the Chief Administrative Officer's designee. The Clerk shall give notice of meetings of the Authority Board in accordance with the provisions of the Ralph M. Brown Act; keep minutes of the open meetings of the Authority Board; and otherwise retain, record, and maintain the official records, files, and documents of the Authority Board.
- (d) Legal Counsel. The Authority Board shall appoint Authority Counsel to serve at the pleasure of the Authority Board. The Authority Board may appoint additional counsel to assist Authority Counsel or provide special services as may be required by the Authority Board. Authority Counsel shall attend meetings of the Authority Board as required to advise the Authority Board in connection with any legal matters relating to the Authority.

11. MEETINGS: The Authority Board shall provide for regular meetings and special meetings in accordance with the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, Title 5, of the Government Code beginning with section 54950, or in accordance with such other regulations as the Authority Board may hereafter provide. The Authority Board may provide for meeting allowances for members or alternates in attendance at meetings. The Authority Board may adopt, from time to time, such rules and regulations, including by-laws, as the Authority Board may deem necessary or appropriate.

12. POWERS AND FUNCTIONS: The Authority shall have any and all powers authorized by law to any of the Parties hereto, and separately to the Authority herein created, relating, but not limited, to the:

- (a) Acquisition, assumption, siting, licensing, construction, financing, disposition, condemnation, use, operation and maintenance of solid waste management facilities, transfer stations, landfills, transformation facilities, materials recovery facilities, composting facilities, and household hazardous waste facilities;
- (b) Closure planning and construction, post-closure monitoring and maintenance, remediation, and demonstration of closure, post-closure and remediation financial assurance for Authority landfills;
- (c) Provision of comprehensive solid waste management services, including, but not limited to, collection, transfer, disposal, source reduction, recycling, composting, and household hazardous waste programs;

- (d) Preparation of and implementation of solid waste management plans that meet all the requirements of the applicable regulatory agencies, including responsibility for setting diversion goals and paying fines;
- (e) Provision of public education and market development programs in support of the diversion programs;
- (f) Establishment of rates, fees, charges, or surcharges for collection, transfer, landfill, and materials recovery facilities, and special local fees and collection permittee fees. Rates, fees, charges, and surcharges shall be collected by direct billing at Authority facilities or by such other methods as the Authority Board may deem appropriate;
- (g) Granting of franchises, concessions, permits, licenses, and other rights and entitlements to, and entering into leases and contracts with, any person, firm, or corporation, or agency of any state and/or federal government;
- (h) Exercise of the power of eminent domain;
- (i) Applying for and receiving any available state and/or federal grants;
- (j) Issuing revenue bonds or other obligations as the Authority Board may deem appropriate and which are not debts, liabilities, or obligations of the Parties;
- (k) Review, comment, recommend, and take such action regarding mandatory collection ordinances and land use restrictions as described in Sections 17 and 18 of this Agreement.
- (l) Adopt by-laws.

Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All powers common to the Parties are specified as powers of the Authority. The Authority Board is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts and franchises; to issue permits; to employ agents and employees; to lease, acquire, construct, provide for maintenance and operation, or maintain and operate, any buildings, works or improvements, to acquire hold or dispose of property wherever located; to incur debts, liabilities, or obligations; to receive gifts, contributions, and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name; to sell off assets and accrue revenues; generally to do any and all things necessary or convenient to provide reasonable options for the management of solid waste collection, transfer, disposal and diversion activities.

Without limiting the foregoing generality, the Authority may:

- (m) Acquire and dispose of all kinds of property and utilize the power of eminent domain;
- (n) Issue, or cause to be issued, bonded and other indebtedness, and pledge any property or revenue as security to the extent permitted by law under Article 2, Chapter 5, Division 7, Title 1 (commencing with section 6540) of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness of a nonprofit corporation issued on behalf of the Authority or any of its Parties;
- (o) Obtain in its own name all necessary permits and licenses, opinions, and rulings;
- (p) Exercise flow control, to the extent permitted by law under Title 7, Division 30, Chapter 1, Article 2, (commencing with section 40059) of the Public Resources Code, to deliver or cause to be delivered all of the solid waste collected within and by or under contract to or under permit with the cities of Salinas, Gonzales, Greenfield, King and Soledad, County or Authority, to the landfills, transfer stations, materials recovery facilities, or any other solid waste facilities as directed by the Authority Board. The Authority Board shall exercise flow control such that no Party to this Agreement or franchised or permitted collector shall suffer undue economic hardship where any such Party or collector operates resource recovery facilities in conjunction with its collection operation:
- (q) Perform such services on behalf of the Parties as the Parties, either jointly or severally, may request.

13. ASSUMPTION OF PROGRAM RESPONSIBILITIES: The Authority agrees to acquire ownership of and assume exclusive responsibility for managing landfill assets and convenience stations of the Parties, including the Crazy Horse Canyon Landfill, the Johnson Canyon Landfill, the Jolon Road Solid Waste Facility, the Lewis Road Landfill, the San Ardo County Convenience Station, and the Bradley County Convenience Station. The exclusive responsibility for managing landfill assets and convenience stations includes, but is not limited to, the establishment of rates, fees, charges, and surcharges for the use of such facilities, and ongoing and potential liability for site remediation for each landfill asset and convenience station. Each of the Parties owning such landfill assets and convenience facilities agrees to sell such assets and facilities to the Authority and to take such actions as may be necessary or convenient to ensure that the Authority Board has the authority to establish rates, fees, charges, surcharges pursuant to any agreement, license, permit, franchise, ordinance, or resolution as provided pursuant to this Agreement. Acquisition, sale, and purchase of such assets will be consistent with the terms generally described in Exhibit "A" to this Agreement. It is anticipated that a portion or all of the costs of conveyance will be financed through the issuance of debt subject to the powers of this Authority as described in this Agreement. Upon execution of this Agreement, or as soon thereafter as practical, the Parties and the Authority Board shall open an escrow, consistent with the terms described in Exhibit "A", for the transfer of the described assets and facilities. The Parties and the

Authority Board shall diligently pursue, perform, and complete all of the terms and conditions of escrow in order to ensure that escrow closes in a timely manner. Except for the failure of the Authority Board to arrange or otherwise acquire necessary financing to finance the acquisition of the assets and facilities, such assets and facilities shall be conveyed to the Authority. Upon conveyance of the above assets, the Authority will be solely responsible for the processing of all necessary or desirable permits, licenses, rulings, or any other entitlements, including, but not limited to appropriate environmental assessments, related to the operation of the conveyed landfill assets and convenience stations. The Authority will not assume responsibility for the following programs unless assigned by a Party to this Agreement and agreed to by the Authority Board governing board: collection, preparation of annual reports or integrated waste management plans, liability for fines for a jurisdiction's failure to meet its diversion goals, regional diversion projects, public education, household hazardous waste programs, small quantity generator programs, or billing. In the event the Authority Board assumes such responsibility, the Authority shall only be responsible for obligations or liabilities that arise or occur after the Authority Board agrees to such assignment. The Authority will not assume liability for remediation of landfill sites closed or abandoned prior to the execution of this agreement. Upon the request of a Party to this Agreement, however, the Authority will provide a funding mechanism and project management for site remediation for closed or abandoned landfill sites which were closed or abandoned prior to the execution of this Agreement.

14. BUDGETS: Within 90 days after the first meeting of the governing board, and thereafter prior to the commencement of each fiscal year (defined as July 1 through June 30), the governing board shall adopt a Budget for the Authority for the ensuing fiscal year. The tentative first-year budget is included in Exhibit "B".

15. EQUALIZATION OF RATES: The Authority Board shall establish a schedule of uniform and equalized rates that will not differentiate between geographical or jurisdictional areas within the boundaries of the Authority when the earlier of the following events occurs: (a) On the third annual anniversary of the effective date of this Agreement, or (b) the later of the dates on which the State Integrated Waste Management Board approves a facility permit and the Regional Water Quality Control Board approves a discharge permit that allows the Authority Board to create, construct, expand, or make such other improvement of landfill facilities which would provide at least an estimated additional twenty (20) years of capacity. For the purposes of this Agreement, the phrase "estimated additional twenty (20) years of capacity" shall mean twenty years of additional capacity necessary to serve the waste stream of the entire Authority, as determined by the Authority Board, and such additional capacity shall be measured in relation to the capacity estimated in the Work Program at one of the landfill sites under the jurisdiction of the Authority on the effective date of this Agreement. Nothing in this paragraph shall prohibit or inhibit the Authority Board from establishing rates based on the nature or content of solid waste nor shall this paragraph prohibit or inhibit the ability of the Authority to establish different rates for residents or businesses who reside outside of the jurisdiction of the Authority. In addition, this paragraph shall not prohibit or inhibit the ability of the Authority to establish or collect a surcharge or other additional fees relating to the payment of an amortized amount necessary to capitalize acquisition costs identified in the Work Program or under the provisions of this Agreement. For the purposes of this Agreement, the term

“Work Program” means the Work Program prepared by Brown, Vence and Associates and submitted to, and considered by, the Parties concurrently with this Agreement and the term “rates” includes fees, charges, and surcharges.

16. **LIMITATION OF LIABILITY:** The debts, liabilities, or obligations of the Authority do not constitute debts, liabilities, or obligations of the Parties and the Authority shall hold the Parties harmless and shall indemnify the Parties from any claim of loss that may arise as a result of the Authority’s ownership or maintenance of the landfill assets and convenience stations described in this Agreement or the Authority’s performance of any of its duties or powers described in this Agreement.

17. **MANDATORY COLLECTION:** The Parties shall maintain mandatory solid waste collection requirements in a form and manner at least as strict and inclusive as the requirements in effect on the effective date of this Agreement. The Parties agree that no ordinance or regulation effecting mandatory solid waste collection within their respective jurisdictions, and which is at least as strict and inclusive as regulations in effect on the date of this Agreement, shall be adopted unless the Authority receives thirty (30) days written notice. Each ordinance or regulation which is less strict and less inclusive than that which is in effect at the time the ordinance or regulation is proposed shall not become effective until such ordinance or regulation is approved by the Authority Board. The determination of whether a proposed ordinance or regulation is more or less strict or inclusive pursuant to this provision of this Agreement shall be made by the Authority Board and such decision shall be final and binding on the Parties.

18. **LAND USE RESTRICTIONS:** The Parties acknowledge that landfill facilities may be incompatible with other uses of land on property in the vicinity of each landfill facility. In order to minimize incompatible land uses and conflicts in uses that may arise between a landfill facility and other uses in the vicinity of a landfill facility, the Parties agree that each Party shall adopt and implement certain land use restrictions governing property in the vicinity of each landfill asset. The agreement to adopt and maintain such land use restrictions shall be deemed consistent with and in furtherance of the provisions of Section 1 of this Agreement. Each Party that has jurisdiction of land within two thousand, five hundred feet (2,500') of a landfill shall adopt and maintain appropriate zoning ordinance restrictions that (1) prohibits the issuance of a building permit or any other entitlement for use for any residential building or structure within two thousand, five hundred feet (2,500') of an active landfill. and (2) requires conditional use permit review and approval for any commercial, office, or industrial use to be constructed or developed within two thousand, five hundred feet (2,500') of any landfill and for any residential building or structure within two thousand, five hundred feet (2,500') of any closed landfill. For the purpose of this Agreement, the term “closed landfill” shall mean any landfill facility which is no longer used for on-site disposal of solid waste and does not include a transfer station. Any conditional use permit reviewed pursuant to this Section 18 of the Agreement shall not be approved until the application has been reviewed and considered by the Authority Board. Any conditions of approval recommended by the Authority Board shall be incorporated as conditions of approval of the conditional use permit, unless the governing board of the affected Party unanimously votes to modify or delete any such conditions.

of approval. In the event the Authority Board recommends denial of the conditional use permit, the governing board of the affected Party shall deny the conditional use permit unless the governing board by a unanimous vote approves the conditional use permit. The provisions of this Section 18 of the Agreement and any attendant zoning restrictions shall not apply to buildings or uses existing on the date of this Agreement, nor shall such provisions apply to any replacement, remodel, or expansion of any building existing on the date of this Agreement. In the event a Party fails to adopt the land use restrictions contained in this Section 18 of the Agreement in a timely manner, the Party shall hold the Authority harmless and shall indemnify the Authority for any and all damages the Authority may suffer as a result of any claim or lawsuit initiated by an owner or occupant of property within two thousand, five hundred feet (2,500') of the landfill facility for damages to the property, or for loss of use of such property, due to the operations of the Authority at the landfill facility or the use of the landfill facility for landfill operations.

19. TERM AND WITHDRAWAL: This Agreement shall be effective when signed by each Party and shall continue for so long as may be necessary to carry out the purpose of this Agreement or until terminated by mutual consent of the governing bodies of all Parties, whichever is earlier; provided, however, that:

- (a) A Party to this Agreement may not withdraw from the Authority for a period of 15 years after the execution of this Agreement. After the 15-year initial period, a Party hereto may withdraw from this Agreement by a majority vote of the governing body thereof giving to the other Parties one year's written notice of such intention to withdraw, so long as all revenue bonds or other forms of indebtedness issues pursuant hereto, and the interest thereon, shall have been paid or adequate provision for such payment shall have been made in accordance with the resolution (or indenture) adopted by the Authority Board pursuant to the law authorizing the issuance thereof or the approval of the debt. The Party withdrawing from the Agreement will retain its fair share of financial liability for closure and post-closure and site remediation costs based on the tons of material it has contributed to the Authority's solid waste system and as determined by the Authority in its sole discretion and such determination of the Authority shall be binding on the Parties. The Party withdrawing shall be afforded the same rights and ability to use Authority facilities and services as any other governmental jurisdiction which is not a member of the Authority.
- (b) Upon receipt of a Party's one year notice of intention to withdraw, the members who will be remaining in the Authority shall meet and prepare appropriate amendments to this Agreement to reflect the changed membership status. Such amendments shall become effective upon the effective date of the Party's withdrawal.
- (c) This Agreement cannot be amended in any way to the detriment of the holders of any revenue bonds or other forms of indebtedness which are outstanding in accordance

with any resolution (or indenture) adopted by the Authority board pursuant to the law authorizing issuance thereof.

20. TERMINATION OF THE AUTHORITY: This Agreement shall remain in effect until terminated by mutual consent of all of the governing bodies of all Parties to this Agreement. The resolution to terminate must be passed by a majority vote of each governing board of each of the Parties to this Agreement.

21. DISPOSITION OF AUTHORITY ASSETS AND LIABILITIES UPON TERMINATION:

- (a) In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its assets, liabilities, obligations, and funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, the assets and liabilities of the Authority shall be transferred to the successor public entity.
- (b) If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its assets, liabilities, obligations, and funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, the assets and liabilities shall be returned in proportion to the contribution of each Party during the term of this Agreement. If bonds are issued or large capital projects, such as closure construction are initiated during the term of this agreement, then in no event shall the exercise of the powers herein granted be terminated until all bonds so issued and the interest thereon shall have been paid or provision of such payment shall have been made.
- (c) If there is a successor public entity which would undertake some of the functions of the Authority and assume some of its assets, liabilities, obligations, and funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, the assets and liabilities shall be allocated by the governing board between the successor public entity and the Parties.

In the event the Authority is terminated under circumstances falling within (b) or (c) above, all decisions of the governing board with regard to determinations of assets or liabilities to be transferred to the Parties or any successor shall be final.

22. AMENDMENTS: This Agreement may be amended by the affirmative vote of the governing bodies of each of the Parties.

23. RESTRICTIONS ON AUTHORITY: For the purposes of satisfying the requirements of Government Code Section 6509, the restrictions on the power of the City of Salinas shall be applicable to the Authority.

24. DEFINITIONS: For purposes of the furtherance of this Agreement, unless the context otherwise requires, the definitions in the Act, under Title 7 of the Public Resources Codes, Division 30, Part 1, Chapter 2, beginning with section 40100, govern the construction of this Agreement.

25. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument.

26. EFFECTIVE DATE: This Agreement shall be deemed effective and in full force and effect on January 1, 1997.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date evidenced below:

ATTEST: Ann Camel
CITY CLERK CITY OF SALINAS

APPROVED AS TO FORM: BY: Alan D. Lyle
MAYOR
1/15/97 Walt Wynn
Attest. CITY ATTORNEY DATE: 1-14-97

ATTEST: Carla Pew
CITY CLERK CITY OF GONZALES

APPROVED AS TO FORM: BY: Elisabeth Williams
MAYOR
1/21/97 Walt Wynn
Attest. CITY ATTORNEY DATE: 12/19/96

ATTEST: Ann F. Peterson
CITY CLERK CITY OF GREENFIELD

APPROVED AS TO FORM: BY: Leonard Davis
MAYOR
12/27/96 Edward Kelly
CITY ATTORNEY DATE: 12/19/96

ATTEST: *Blaine M. Madaio*
12/27/96 CITY CLERK

CITY OF KING

APPROVED AS TO FORM:

BY: *John L. Myers*
MAYOR

12/27/96 *Edmund J. Kelly*
CITY ATTORNEY

DATE: 12/19/96

ATTEST: *Bue*
CITY CLERK

CITY OF SOLEDAD

APPROVED AS TO FORM:

BY: *Fabian M. Barre*
MAYOR

1-9-97 *[Signature]*
CITY ATTORNEY

DATE: 1/10/97

ATTEST: _____
CLERK OF THE BOARD
OF SUPERVISORS

COUNTY OF MONTEREY

APPROVED AS TO FORM:

BY: *Edith Johnson*
CHAIR OF THE BOARD
OF SUPERVISORS

COUNTY COUNSEL

DATE: 12/3/96

11/26/96
A:\SVSWA.JPA

CITY OF SALINAS
LANDFILL TRANSFER OF OWNERSHIP REQUIREMENTS

1 SITE DESCRIPTION

- Item 1.1: Address: 350 Crazy Horse Canyon Road
- Item 1.2: Parcel Number: Monterey County Assessor Parcel Numbers 125-271-39 & 125-271-58
- Item 1.3: Site Map: See attached

2 CRAZY HORSE LANDFILL FUND BALANCES AS OF JANUARY 1, 1997

- Item 2.1: Total Enterprise Fund to be transferred to the Authority: \$6,674,047
- Item 2.2: Includes Closure Fund to be maintained by the Authority: \$1,982,558
- Item 2.3: Includes Article 5 Fund to be maintained by the Authority: \$2,000,000

3 TERMS TO TRANSFER OF OWNERSHIP

- Item 3.1: Closure Fund and Article 5 Fund to be paid in full and transferred to Authority.
- Item 3.2: Remaining balance of the Enterprise fund to be transferred to the Authority.
- Item 3.3: Salinas is to receive a one-time payment of \$8,000,000 from the Authority for purchase of the Crazy Horse Landfill.

4. CRAZY HORSE METHANE FACILITY

- Item 4.1: Property and Operation to Remain with the City of Salinas

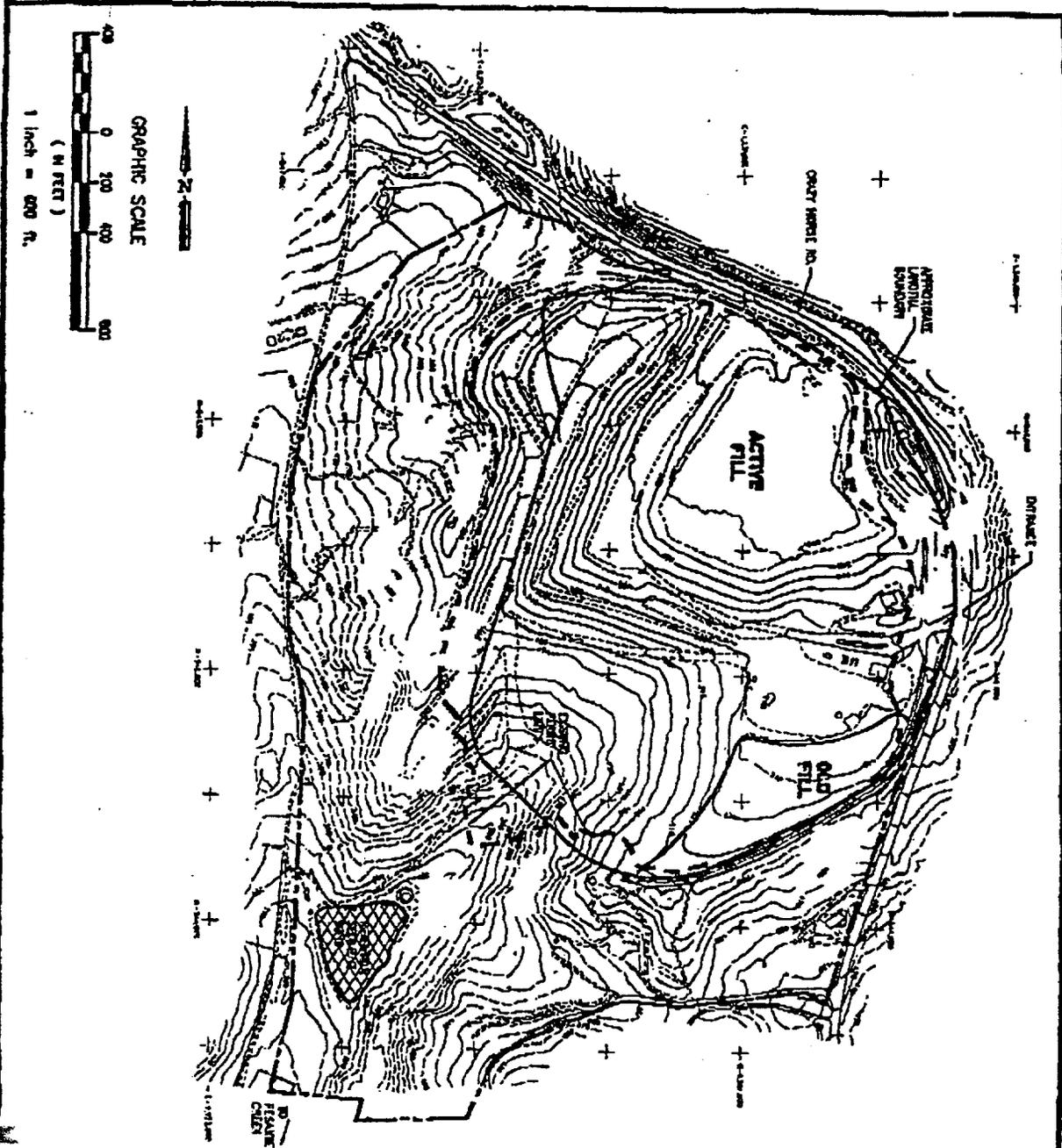


FIGURE 3

LANDFILL TOPOGRAPHY

DMP AND CAP MONITORING REPORT, II QTR. 1996
 CRAZY HORSE CLASS II LANDFILL
 SALINAS, CALIFORNIA

Geologic Associates

Geologists, Hydrogeologists, and Engineers

DRAWN BY:	DATE:	JOB NO.
VI.	AUGUST 1995	9442

COUNTY OF MONTEREY**LANDFILL TRANSFER OF OWNERSHIP REQUIREMENTS****1 SITE DESCRIPTIONS** *(See attached site maps)*

- Item 1.1: Johnson Canyon Road Landfill - Address, Assessor's Parcel Number, Site Map
- Item 1.2: Jolon Road Landfill - Address, Assessor's Parcel Number, Site Map
- Item 1.3: Lewis Road Landfill - Address, Assessor's Parcel Number, Site Map

2 OWNERSHIP *(Copies of Deeds and Leases available at Monterey County Public Works)*

- Item 2.1: Johnson Canyon Road Landfill - Monterey County
- Item 2.2: Jolon Road Landfill - Lease Monterey County
- Item 2.3: Lewis Road Landfill - Monterey County

3 LANDFILL ENTERPRISE FUND BALANCES AS OF NOVEMBER 20, 1996 *(See attached November 20, 1996 memorandum)*

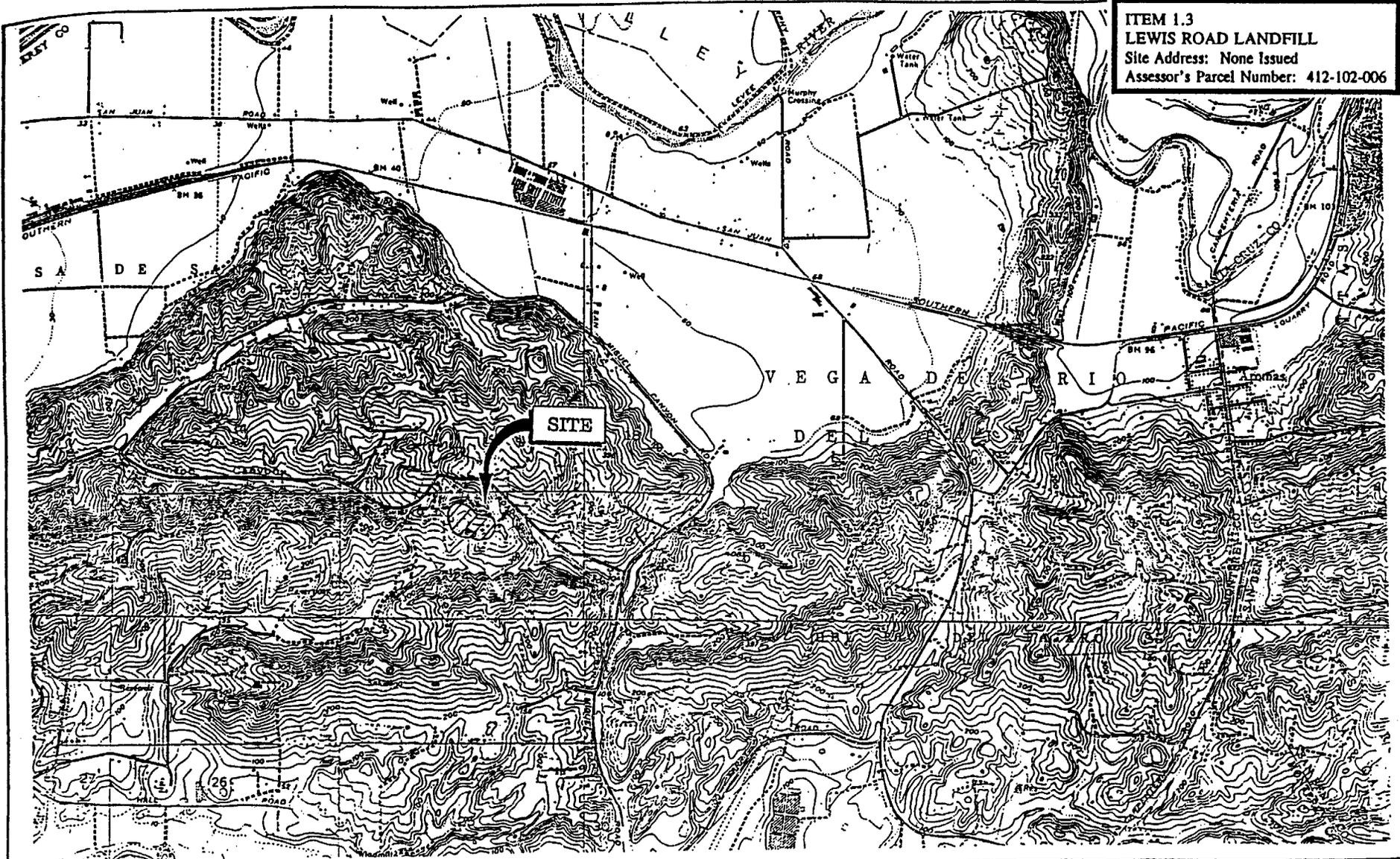
- Item 3.1: Johnson Canyon Road Enterprise Fund
- Item 3.2: Jolon Road Enterprise Fund
- Item 3.3: Lewis Road Enterprise Fund

4 LANDFILL BASE CAPACITIES *(See attached May 3, 1996 memorandum)*

- Item 4.1: Johnson Canyon Road Landfill
- Item 4.2: Jolon Road Landfill
- Item 4.3: Lewis Road Landfill

5 TERMS FOR TRANSFER OF OWNERSHIP

- Item 5.1: Closure Fund Transfers to Authority
- Item 5.2: Lease Agreement and Deeds Transferred
- Item 5.3: Financing Arrangement



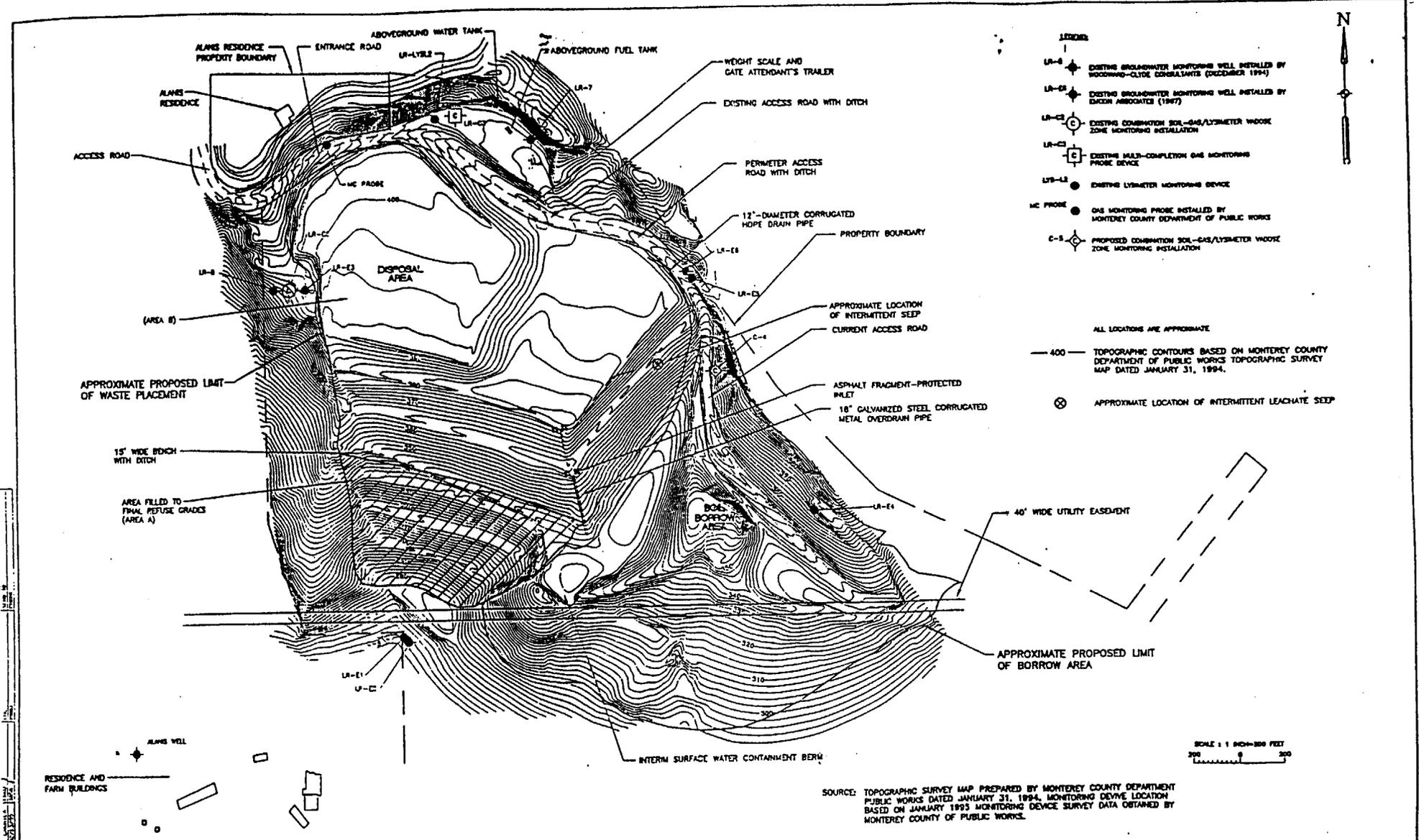
ITEM 1.3
LEWIS ROAD LANDFILL
 Site Address: None Issued
 Assessor's Parcel Number: 412-102-006

Source: U.S. Geological Survey 7.5 Minute Quadrangle
 USGS Watsonville East, Calif. 1955, photorevised 1980

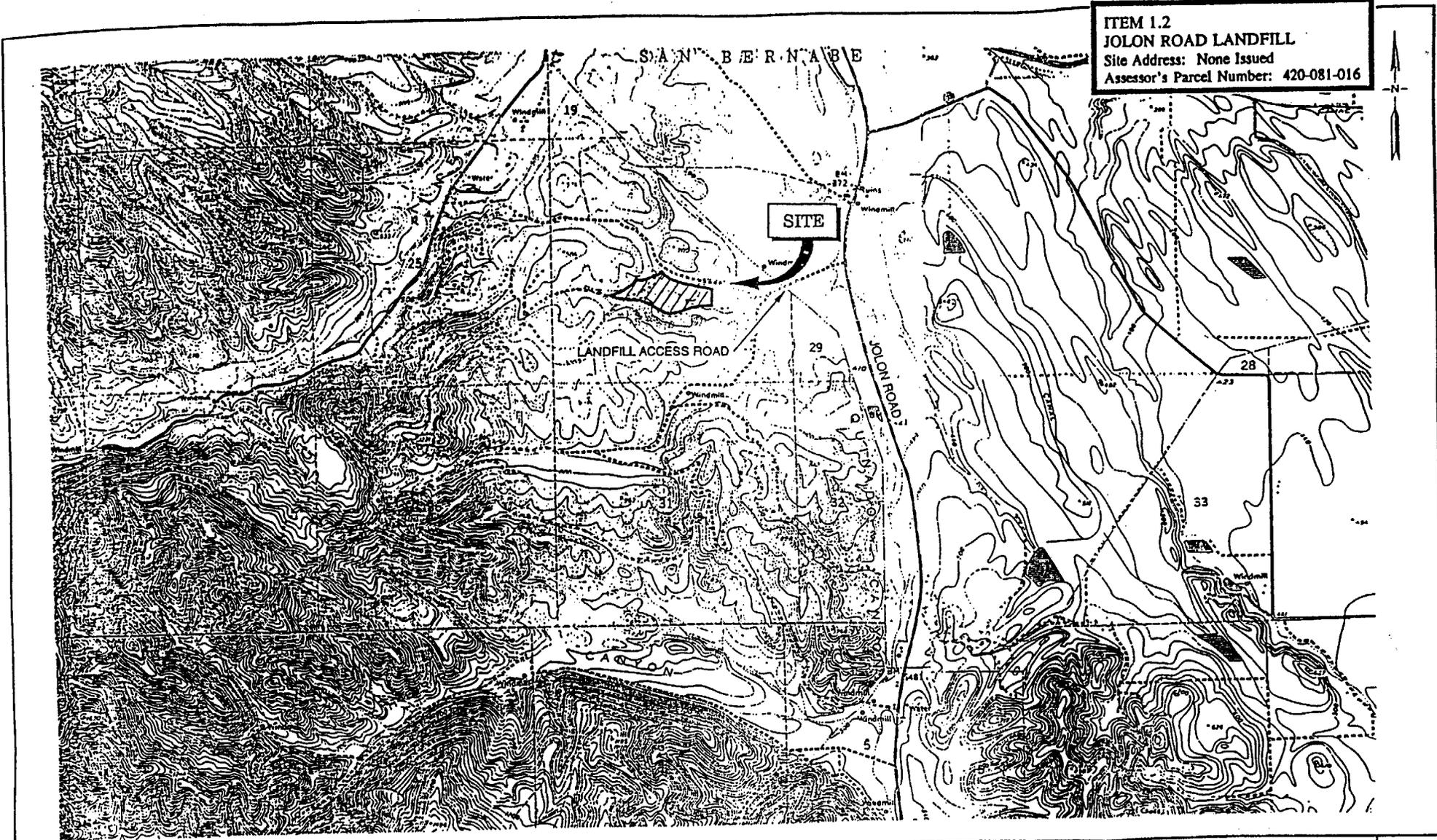


Project No. 943029NA	LEWIS ROAD LANDFILL Monterey County, California	SITE LOCATION MAP
02/08/95	Woodward-Clyde Consultants	

Figure
1

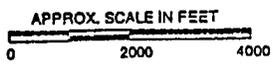


REVISIONS NO. DATE BY _____ _____ _____	Woodward-Clyde Consultants <small>18 San Bruno Avenue, Suite 1100 San Bruno, California</small>	DRAWING NO. 1/2 SHEET NO. 24/A DATE:	PROJECT: Levels Road Closure LOCATION: Monterey County, California	SCALE: 1" = 200' NORTH ARROW	
	FIGURE: SITE TOPOGRAPHY AND DETAIL PLAN		SHEET NO. 2432284	FIG 2 OF	
	PROJECT: Levels Road Closure		LOCATION: Monterey County, California	SHEET NO. 2432284	FIG 2 OF
	PROJECT: Levels Road Closure		LOCATION: Monterey County, California	SHEET NO. 2432284	FIG 2 OF

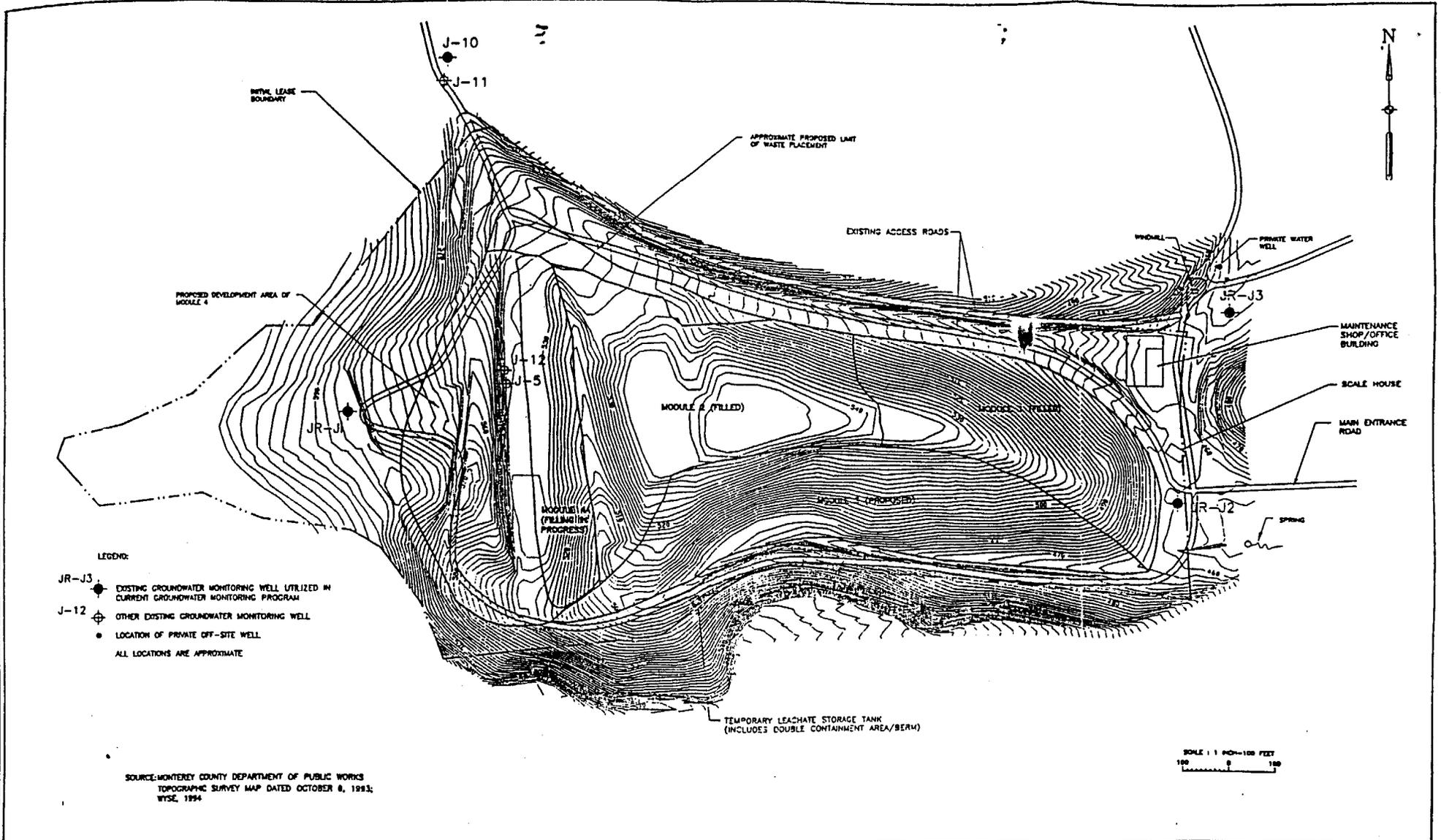


ITEM 1.2
JOLON ROAD LANDFILL
 Site Address: None Issued
 Assessor's Parcel Number: 420-081-016

SOURCE: Thompson Canyon Quadrangle and San Lucas Quadrangle
 7.5 Minute Series, U.S.G.S., revised 1984



Project No. 943029NA	JOLON ROAD LANDFILL Monterey County, California	SITE LOCATION MAP	Figure 1
02/08/95	Woodward-Clyde Consultants		



LEGEND:

- JR-J3 ● EXISTING GROUNDWATER MONITORING WELL UTILIZED IN CURRENT GROUNDWATER MONITORING PROGRAM
- J-12 ⊕ OTHER EXISTING GROUNDWATER MONITORING WELL
- LOCATION OF PRIVATE OFF-SITE WELL

ALL LOCATIONS ARE APPROXIMATE

SOURCE: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS
TOPOGRAPHIC SURVEY MAP DATED OCTOBER 8, 1993;
WYSE, 1994

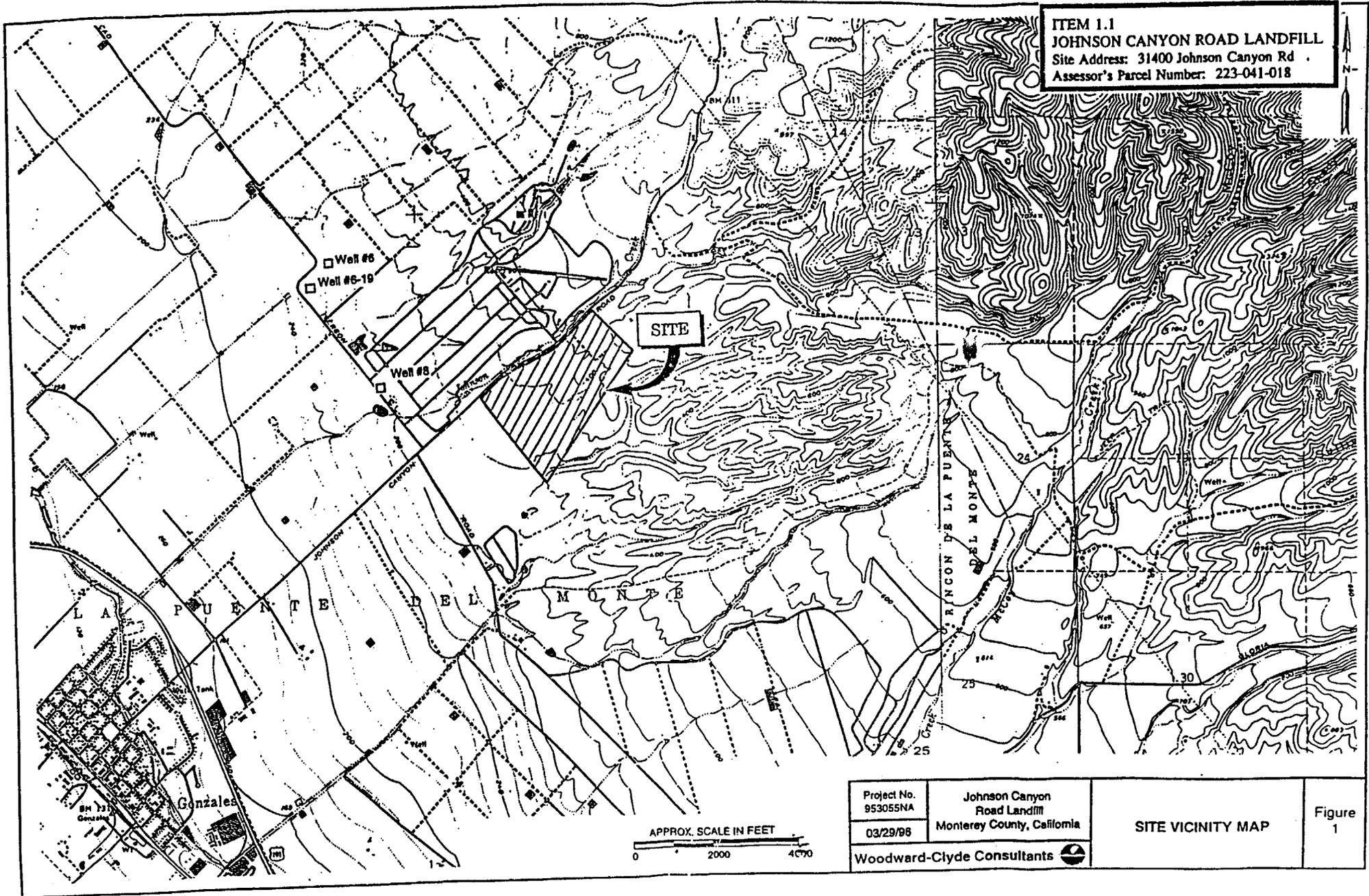
SCALE 1" = 100'-100 FEET
100' 0' 100'

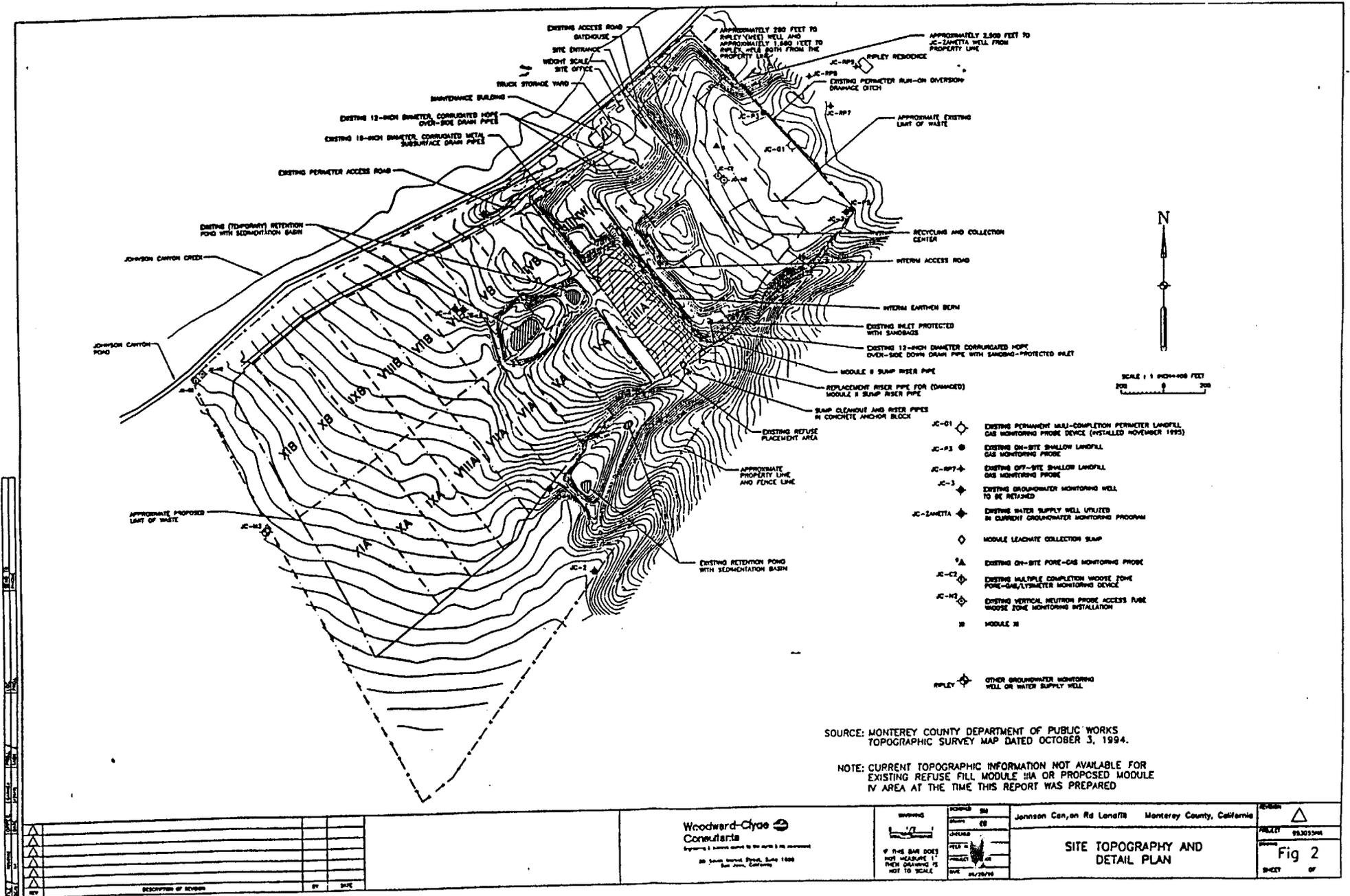
NO.	DESCRIPTION OF REVISION	BY	DATE

Woodward-Clyde
Consultants
2000 California Street, Suite 1100
San Jose, California

WARNING	DESIGNED BY	PROJECT NO.
1/2"	BY	83300248
IF THIS BAR DOES NOT MEASURE 1/2" THEN DRAWING IS NOT TO SCALE	DATE	FIG 2
		SHEET 05

Joan Road Landfill Monterey County, California
**SITE TOPOGRAPHY AND
DETAIL PLAN**





**DEPARTMENT OF PUBLIC WORKS
COUNTY OF MONTEREY**

MEMORANDUM

TO: SALINAS VALLEY SOLID WASTE AUTHORITY TASK FORCE

FROM: RONALD LUNDQUIST, PE
DEPUTY PUBLIC WORKS DIRECTOR - OPERATIONS

SUBJECT: STATUS OF ENTERPRISE ACCOUNTS

DATE: NOVEMBER 21, 1996

The following table summarizes the closure requirements for the three active County Landfills, Account Numbers, and Fund Amounts as of June 30, 1996, October 31, 1996, and June 30, 1997.

Attached are copies of the Integrated Waste Management Board calculation sheets for requirements and copies of the County Auditor's record of account balances.

LANDFILL	ENTERPRISE ACCOUNT NOS.		CLOSURE REQUIREMENTS (6/30/96)	AMOUNTS (6/30/96)	AMOUNTS (10/31/96)	ESTIMATED CLOSURE REQUIREMENTS* (6/30/97)
	Fund	Line				
Lewis Road	089	2792	\$576,289	\$589,429	\$600,190	\$766,013
Johnson Canyon Road	089	2793	\$234,537	\$448,817	\$459,640	\$294,406
Jolon Road	089	2794	\$863,119	\$863,153	\$880,795	\$1,079,291
			\$1,673,945	\$1,901,339	\$1,940,625	\$2,139,710

*Actual required amounts will be calculated by the Integrated Waste Management Board based on actual inflow, 60 days prior to 6/30/97.

RJL:reh

Distribution: Mora/Fair/Michaelis/Pew/Odom/Espinosa/Gromko/Wong/Holland/Brown/Cochran/Ferguson

THE REQUIRED FUND DEPOSIT FOR

1996
Lewis Road
27-AA-0003

Actual capacity information through end of April (60 days prior to June 30).

CLOSURE ONLY

Facility Name.....	Lewis Road	Deposit Calculations for Anniversaries During					Anniversary Date of Fund	
SWIS #.....	27-AA-0003	1996					30-Jun	
Infl. Factor (prior year)	4.10%	5.40%	3.60%	3.30%	2.60%	2.00%	2.40%	
Year of Deposit Calculation.....	1990	1991	1992	1993	1994	1995	1996	
Total Permitted Capacity (Ct).....	368,421	368,421	368,421	368,421	368,421	368,421	368,421	
Capacity Filled This Year (Cf).....	24,763	22,276	19,394	20,112	32,258	16,689	28,379	
Remaining Perm. Capacity (Cr)	N/A	N/A	N/A	N/A	249,618	232,929	206,550	
Closure Cost Estimate.....	\$574,479	\$605,501	\$627,299	\$648,000	\$1,574,000	\$1,605,480	\$1,644,012	
Postclosure Cost Estimate.....	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Cost Estimate (E).....	\$574,479	\$605,501	\$627,299	\$648,000	\$1,574,000	\$1,605,480	\$1,644,012	
Min Fund Bal (Prior to Dep).....	\$0	\$38,613	\$75,224	\$108,245	\$143,619	\$328,467	\$419,963	
Min. Calc. Rem. Cost Est.(Er)	\$574,479	\$566,888	\$552,075	\$539,755	\$1,430,381	\$1,277,013	\$1,224,049	
Min. Fund Bal. (After Deposit).....	\$38,613	\$75,224	\$108,245	\$143,619	\$328,467	\$419,963	\$576,289	

Proportion of Capacity Filled

Capacity Filled this Year (Cf) =	0.0672139	0.0604634	0.0526409	0.0545897				
Total Permitted Capacity (Ct)					Capacity Filled this Year (Cf) =	0.129229463	0.071648442	0.127712418
					Remaining Permitted Capacity (Cr)			

Minimum Fund Deposit

Proportion of Capacity Filled * Cost Estimate (E) =	\$38,613	\$36,611	\$33,022	\$35,374			
Proportion of Remaining Capacity Filled * Remaining Cost Estimate (Er) =					\$184,847	\$91,496	\$156,326

Current Fund Balance

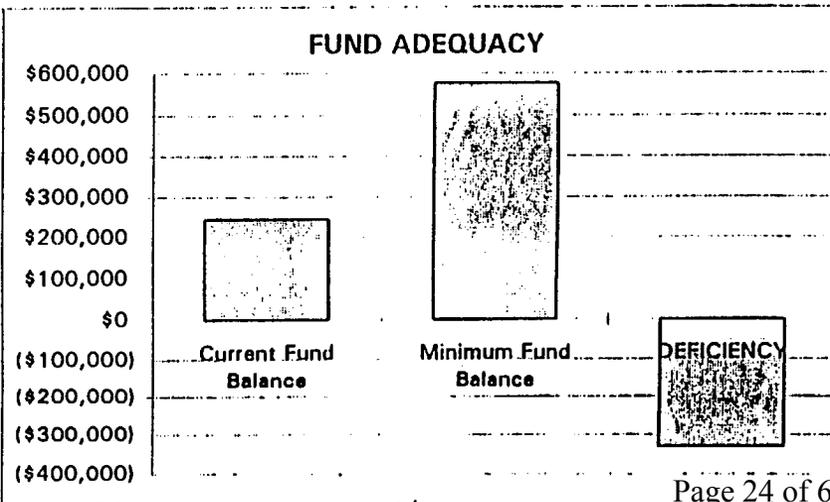
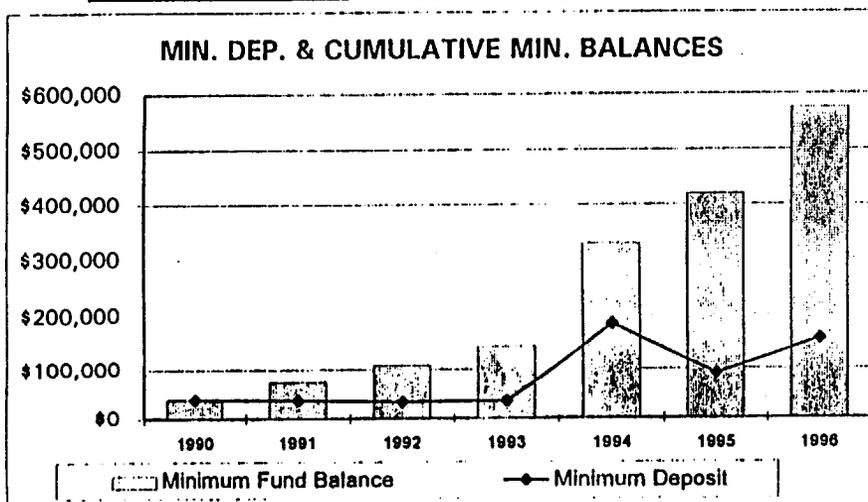
\$245,705

DEFICIENCY

(\$330,584)

PERCENT DEFICIENT

-134.54%



THE REQUIRED FUND DEPOSIT FOR

Johnson Canyon
27-AA-0005

Actual capacity information through end of April (60 days prior to June 30).

CLOSURE ONLY

Facility Name.....	Johnson Canyon	Deposit Calculations for Anniversaries During					Anniversary Date of Fund	
SWIS #.....	27-AA-0005	1996					30-Jun	
Infl. Factor (prior year)	4.10%	5.40%	3.60%	3.30%	2.60%	2.00%	2.40%	
Year of Deposit Calculation.....	1990	1991	1992	1993	1994	1995	1996	
Total Permitted Capacity (Ct).....	4,400,489	4,400,489	4,400,489	4,400,489	4,400,489	4,400,489	4,400,489	
Capacity Filled This Year (Cf).....	42,823	31,506	29,708	32,457	51,395	14,565	31,085	
Remaining Perm. Capacity (Cr)	N/A	N/A	N/A	N/A	4,212,800	4,198,235	4,167,150	
Closure Cost Estimate.....	\$2,154,608	\$2,270,957	\$2,352,711	\$2,430,351	\$7,070,000	\$7,211,400	\$7,384,474	
Postclosure Cost Estimate.....	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Cost Estimate (E).....	\$2,154,608	\$2,270,957	\$2,352,711	\$2,430,351	\$7,070,000	\$7,211,400	\$7,384,474	
Min Fund Bal (Prior to Dep).....	\$0	\$20,869	\$37,129	\$53,012	\$70,938	\$156,324	\$180,801	
Min. Calc. Rem. Cost Est.(Er)	\$2,154,608	\$2,250,087	\$2,315,583	\$2,377,339	\$6,999,062	\$7,055,076	\$7,203,673	
Min. Fund Bal. (After Deposit).....	\$20,869	\$37,129	\$53,012	\$70,938	\$156,324	\$180,801	\$234,537	

Proportion of Capacity Filled

Capacity Filled this Year (Cf) =	0.0096860	0.0071597	0.0067511	0.0073758				
Total Permitted Capacity (Ct)					Capacity Filled this Year (Cf) =	0.012199725	0.003469315	0.007459535
					Remaining Permitted Capacity (Cr)			

Minimum Fund Deposit

Proportion of Capacity Filled * Cost Estimate (E) =	\$20,869	\$16,259	\$15,883	\$17,926			
Proportion of Remaining Capacity Filled * Remaining Cost Estimate (Er) =					\$85,387	\$24,476	\$53,736

Current Fund Balance

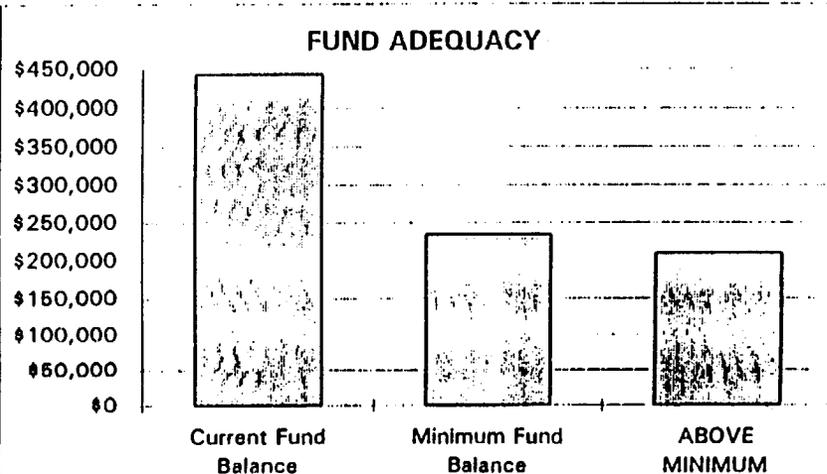
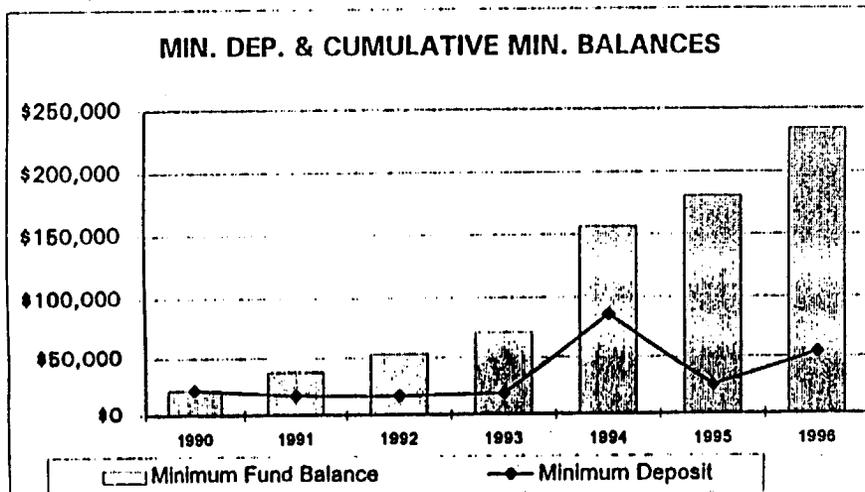
\$443,891

ABOVE MINIMUM

\$209,354

PERCENT ABOVE MINIMUM

47.16%



**SPREADSHEET FOR DETERMINING
THE REQUIRED () DEPOSIT FOR**

1996
Jolon Road
27-AA-0006

Actual capacity information through end of April (60 days prior to June 30).

CLOSURE ONLY

Facility Name.....	Jolon Road	Deposit Calculations for Anniversaries During					Anniversary Date of Fund	
SWIS #.....	27-AA-0006	1996					30-Jun	
Infl. Factor (prior year)	4.10%	5.40%	3.60%	3.30%	2.80%	2.00%	2.40%	
Year of Deposit Calculation.....	1990	1991	1992	1993	1994	1995	1996	
Total Permitted Capacity (Ct).....	397,833	397,833	397,833	397,833	397,833	397,833	397,833	
Capacity Filled This Year (Cf).....	38,210	26,699	25,288	30,629	37,606	9,822	18,911	
Remaining Perm. Capacity (Cr)	N/A	N/A	N/A	N/A	239,402	229,580	210,669	
Closure Cost Estimate.....	\$591,060	\$622,977	\$645,404	\$666,703	\$2,674,000	\$2,727,480	\$2,792,940	
Postclosure Cost Estimate.....	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Cost Estimate (E).....	\$591,060	\$622,977	\$645,404	\$666,703	\$2,674,000	\$2,727,480	\$2,792,940	
Min Fund Bal (Prior to Dep).....	\$0	\$56,769	\$98,577	\$139,602	\$190,931	\$580,969	\$672,802	
Min. Calc. Rem. Cost Est.(Er)	\$591,060	\$566,209	\$546,827	\$527,101	\$2,483,069	\$2,146,511	\$2,120,138	
Min. Fund Bal. (After Deposit).....	\$56,769	\$98,577	\$139,602	\$190,931	\$580,969	\$672,802	\$863,119	

Proportion of Capacity Filled

Capacity Filled this Year (Cf) =	0.0960453	0.0671111	0.0635644	0.0769896				
Total Permitted Capacity (Ct)					Capacity Filled this Year (Cf) =	0.157078888	0.042782472	0.089766411
					Remaining Permitted Capacity (Cr)			

Minimum Fund Deposit

Proportion of Capacity Filled * Cost Estimate (E) =	\$56,769	\$41,809	\$41,025	\$51,329			
Proportion of Remaining Capacity Filled * Remaining Cost Estimate (Er) =					\$300,038	\$91,033	\$190,317

Current Fund Balance

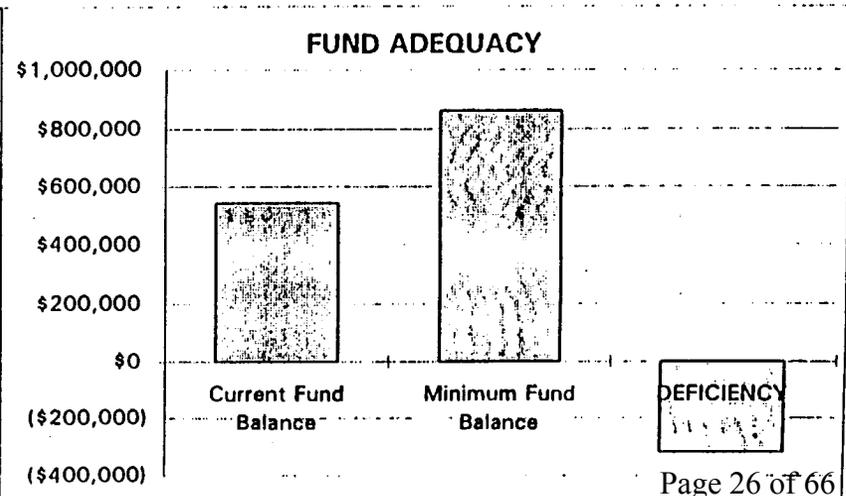
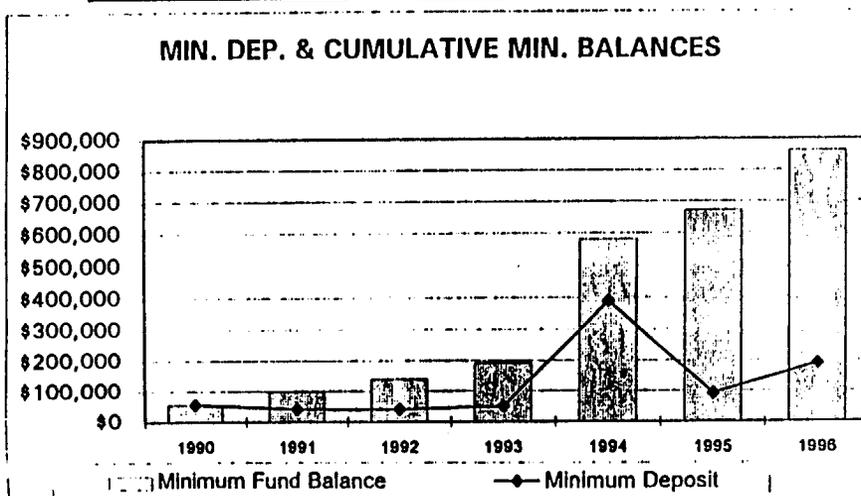
\$543,818

DEFICIENCY

(\$319,301)

PERCENT DEFICIENT

-58.71%



~~EX-45-96~~

RUN DATE: 09/05/96
REPORT ID: A611Y

MONTEREY COUNTY
TRIAL BALANCE BY ACCOUNTING DISTRIBUTION
YEAR TO DATE THROUGH CLOSING 31, 1996

PAGE: 1,740
(06/96)

FUND: 009 LANDFILL TRUST

TRANSACTION ID	TRAN DATE	REPT DATE	DESCRIPTION	DEBITS	CREDITS	BALANCE
MN ACCT:1000 CASH IN COUNTY TREASURY ACCT TYPE: 01 ASSETS						
JVREGAL2	07 01 95		REGAL 7/1/95	1,977,357.16		
JVREVAL2	07 01 95				1,977,357.16	
01	07 01 95		SUMMARIZED BS ACCOUNT	1,472,557.16		
JVINT 6/95-1	08 01 95			16,636.29		
JVINT 9/95-1	10 01 95			20,863.56		
JVINT 12/95-1	01 02 96			10,751.28		
JVINT 03/96-1	04 01 96			20,259.42		
JV96-1600	06 17 96		TRAN FR GEN TO LANDFILL	654,298.20		
TOTAL FOR ACCT: 1000 CASH IN COUNTY TREASURY				4,688,923.02	1,977,357.16	2,711,565.95 - M

MN ACCT:2792 LEWIS ROAD LANDFILL ACCT TYPE: 02 LIABILITIES						
JVREGAL2	07 01 95		REGAL 7/1/95		239,100.57	
JVREVAL2	07 01 95			239,100.57		
01	07 01 95		SUMMARIZED BS ACCOUNT	259,100.57		
JVINT 6/95-1	08 01 95			1,689.17		
JVINT 9/95-1	10 01 95			2,520.54		
JVINT 12/95-1	01 02 96			2,354.81		
JVINT 03/96-1	04 01 96			2,726.65		
JV96-1600	06 17 96		TRAN FR GEN TO LANDFILL	340,998.20		
TOTAL FOR ACCT: 2792 LEWIS ROAD LANDFILL				239,100.57	828,530.51	589,429.94 - M

MN ACCT:2793 JOHNSON CANYON LANDFILL ACCT TYPE: 02 LIABILITIES						
JVREGAL2	07 01 95		REGAL 7/1/95		431,034.73	
JVREVAL2	07 01 95			431,034.73		
01	07 01 95		SUMMARIZED BS ACCOUNT	481,034.73		
JVINT 6/95-1	08 01 95			3,979.57		
JVINT 9/95-1	10 01 95			4,550.36		
JVINT 12/95-1	01 02 96			4,152.17		
JVINT 03/96-1	04 01 96			4,928.97		
TOTAL FOR ACCT: 2793 JOHNSON CANYON LANDFILL				431,034.73	879,851.83	448,817.10 - M

MN ACCT:2794 JOLON ROAD LANDFILL ACCT TYPE: 02 LIABILITIES						
JVREGAL2	07 01 95		REGAL 7/1/95		529,155.29	
JVREVAL2	07 01 95			529,155.29		
01	07 01 95		SUMMARIZED BS ACCOUNT	529,155.29		
JVINT 6/95-1	08 01 95			3,783.96		
JVINT 9/95-1	10 01 95			5,578.54		
JVINT 12/95-1	01 02 96			5,300.44		
JVINT 03/96-1	04 01 96			4,028.80		
JV96-1600	06 17 96		TRAN FR GEN TO LANDFILL	523,500.00		
TOTAL FOR ACCT: 2794 JOLON ROAD LANDFILL				529,155.29	1,392,308.40	865,153.11 - M

MONTEREY COUNTY
YEAR TO DATE THROUGH OCTOBER 31, 1996
TRIAL BALANCE BY ACCOUNTING DISTRIBUTION

PAGE: 738
12/0/96

12/0/96

TRAN	DEPT	DATE	DESCRIPTION	DEBITS	CREDITS
TX ACCT: 1000 CASH IN COUNTY TREASURY					
JREBAL 2		07 01 96		2,711,565.93	
JREBAL 2		07 01 96			2,711,565.93
TX ACCT: 2792 LEWIS ROAD LANDFILL					
JREBAL 2		07 01 96		589,429.94	
JREBAL 2		07 01 96			589,429.94
TX ACCT: 2793 JOHNSON CANYON LANDFILL					
JREBAL 2		07 01 96		448,817.10	
JREBAL 2		07 01 96			448,817.10
TX ACCT: 2794 JOLON ROAD LANDFILL					
JREBAL 2		07 01 96		863,153.11	
JREBAL 2		07 01 96			863,153.11
TX ACCT: 2795 SAN ANTONIO SQ. LANDFILL					
JREBAL 2		07 01 96		810,165.28	
JREBAL 2		07 01 96			810,165.28
TOTAL FOR FUND: 009 LANDFILL TRUST					
JREBAL 2		07 01 96		8,193,458.90	
JREBAL 2		07 01 96			8,193,458.90
TOTAL FOR FUND: 009 LANDFILL TRUST					
JREBAL 2		07 01 96		8,193,458.90	
JREBAL 2		07 01 96			8,193,458.90

Post-it Fax Note	Date	# of Pages
7671	3	3
To: Tom Wilson	From: Anne	
Copy:		
Phone #	Phone #	
	5093	

**SPREADSHEET FOR DETERMINING
THE REQUIRED FUND DEPOSIT FOR
PROJECTED FOR 1997**

Johnson Canyon
27-AA-0005

Actual capacity information through end of April (60 days prior to June 30)

CLOSURE ONLY

Facility Name..... Johnson Canyon	Deposit Calculations for Anniversaries During					Anniversary Date of Fund			PROJECTED
	PROJECTED FOR 1997					30-Jun			
SWIS #..... 27-AA-0005	1990	1991	1992	1993	1994	1995	1996	1997	
Infl. Factor (prior year)	4.10%	5.40%	3.60%	3.30%	2.60%	2.00%	2.40%	3.00%	
Year of Deposit Calculation.....	1990	1991	1992	1993	1994	1995	1996	1997	
Total Permitted Capacity (Ct).....	4,400,489	4,400,489	4,400,489	4,400,489	4,400,489	4,400,489	4,400,489	4,400,489	4,400,489
Capacity Filled This Year (Cf).....	42,623	31,606	29,708	32,457	61,396	14,666	31,085	33,672	33,672
Remaining Perm. Capacity (Cr).....	N/A	N/A	N/A	N/A	1,212,800	4,195,235	4,187,150	4,133,678	4,133,678
Closure Cost Estimate.....	\$2,154,608	\$2,270,957	\$2,382,711	\$2,430,351	\$7,070,000	\$7,211,400	\$7,384,474	\$7,306,008	\$7,306,008
Postclosure Cost Estimate.....	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost Estimate (E).....	\$2,154,608	\$2,270,957	\$2,382,711	\$2,430,351	\$7,070,000	\$7,211,400	\$7,384,474	\$7,306,008	\$7,306,008
Min Fund Bal. (Prior to Dep).....	\$0	\$20,869	\$37,129	\$53,012	\$70,938	\$156,324	\$180,801	\$234,537	\$234,537
Min. Calc. Rem. Cost Est.(Er)	\$2,154,608	\$2,250,087	\$2,315,693	\$2,377,339	\$6,999,062	\$7,056,076	\$7,203,673	\$7,371,471	\$7,371,471
Min. Fund Bal. (After Deposit).....	\$20,869	\$37,129	\$53,012	\$70,938	\$156,324	\$180,801	\$234,537	\$296,406	\$296,406

1997 Inflation Factor PROJECTED at 3.0%, Capacity Filled PROJECTED to increase 8.0%. These PROJECTIONS are at the County's request.

Proportion of Capacity Filled

PROJECTIONS ARE NOT BINDING TO MONTEREY OR CIMMB.

Capacity Filled this Year (Cf) =	0.0098860	0.0071667	0.0057611	0.0073758					
Total Permitted Capacity (Ct)					0.01219725	0.003469315	0.007459535	0.009121729	
					Capacity Filled this Year (Cf) =				
					Remaining Permitted Capacity (Cr)				

Minimum Fund Deposit

Proportion of Capacity Filled * Cost Estimate (E) =	\$20,869	\$16,269	\$15,893	\$17,928					
Proportion of Remaining Capacity Filled * Remaining Cost Estimate (Er) =					\$85,387	\$24,476	\$53,736	\$59,869	

Current Fund Balance

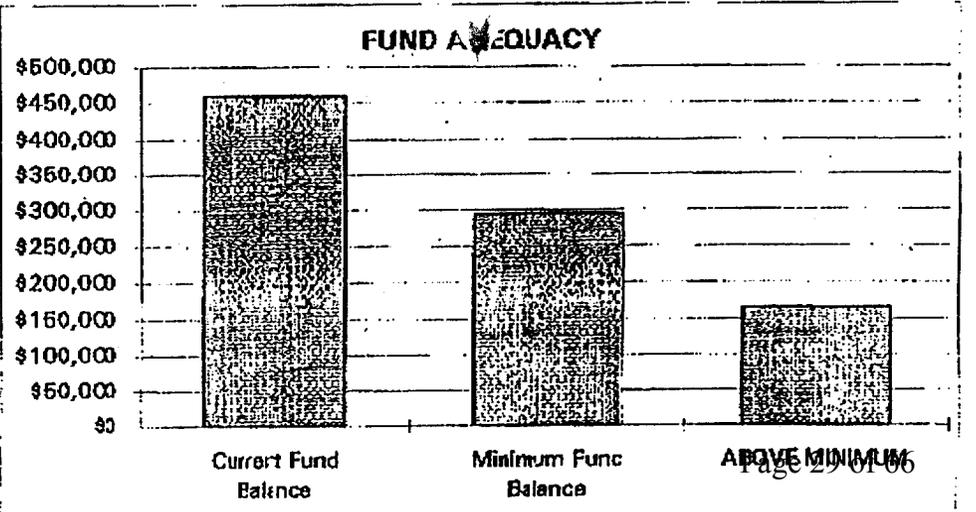
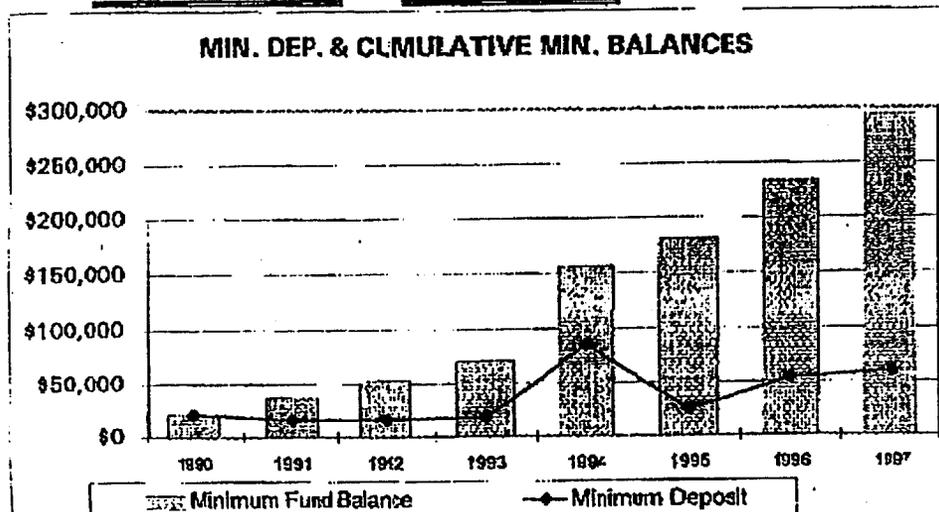
ABOVE MINIMUM

PERCENT ABOVE MINIMUM

36.96%

\$459,640

\$165,234



STATEMENT FOR DEPOSITING
THE REQUIRED FUND DEPOSIT FOR

PROJECTED FOR 1997

Jolon Road
27-AA-0006

Actual capacity information through end of April (60 days prior to June 30).

CLOSURE ONLY

Facility Name..... Jolon Road	Deposit Calculations for Anniversaries During								Anniversary Date of Fund 30-Jun	PROJECTED
	PROJECTED FOR 1997									
SWIS #..... 27-AA-0006										
Infl. Factor (prior year).....	4.10%	5.40%	3.80%	3.30%	2.60%	2.00%	2.40%	3.00%		
Year of Deposit Calculation.....	1990	1991	1992	1993	1994	1995	1996	1997		
Total Permitted Capacity (Ct).....	397,833	397,833	397,833	397,833	397,833	397,833	397,833	397,833		397,833
Capacity Filled This Year (Cf).....	38,210	26,699	25,288	30,629	37,606	9,822	18,911	20,424		20,424
Remaining Perm. Capacity (Cr).....	N/A	N/A	N/A	N/A	239,402	229,580	210,669	190,245		190,245
Closure Cost Estimate.....	\$591,063	\$622,977	\$646,404	\$666,703	\$2,674,000	\$2,727,480	\$2,792,940	\$2,876,728		\$2,876,728
Postclosure Cost Estimate.....	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Total Cost Estimate (E).....	\$591,063	\$622,977	\$646,404	\$666,703	\$2,674,000	\$2,727,480	\$2,792,940	\$2,876,728		\$2,876,728
Min. Fund Bal (Prior to Dep).....	\$0	\$56,789	\$96,577	\$139,602	\$190,931	\$580,969	\$672,802	\$863,119		\$863,119
Min. Calc. Rem. Cost Est.(Er).....	\$591,063	\$566,209	\$546,827	\$527,101	\$2,483,069	\$2,146,511	\$2,120,136	\$2,013,809		\$2,013,809
Min. Fund Bal. (After Deposit).....	\$56,789	\$98,577	\$139,602	\$190,931	\$580,969	\$672,802	\$863,119	\$1,079,291		\$1,079,291

1997 Inflation Factor PROJECTED at 3.0%, Capacity Filled PROJECTED to increase 8.0%. These PROJECTIONS are at the County's request.

Proportion of Capacity Filled

PROJECTIONS ARE NOT BINDING ON MONTEREY OR CIWMB

Capacity Filled this Year (Cf) =	0.0960453	0.067111	0.0635644	0.0769896				
Total Permitted Capacity (Ct)					0.16707888	0.042782472	0.089766411	0.107355606
		Capacity Filled this Year (Cf) =						
		Remaining Permitted Capacity (Cr)						

Minimum Fund Deposit

Proportion of Capacity Filled * Cost Estimate (E) =	\$56,789	\$41,809	\$41,025	\$51,329				
Proportion of Remaining Capacity Filled * Remaining Cost Estimate (Er) =					\$390,038	\$91,833	\$190,317	\$216,172

Current Fund Balance

\$880,795

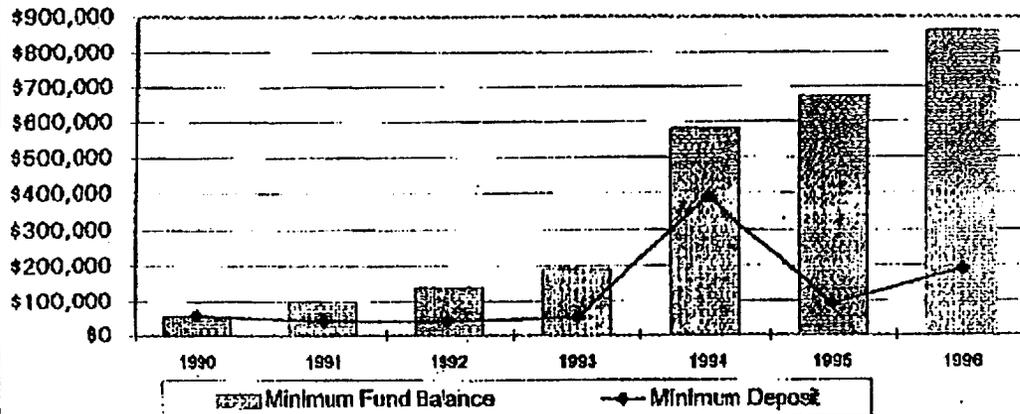
DEFICIENCY

(\$198,496)

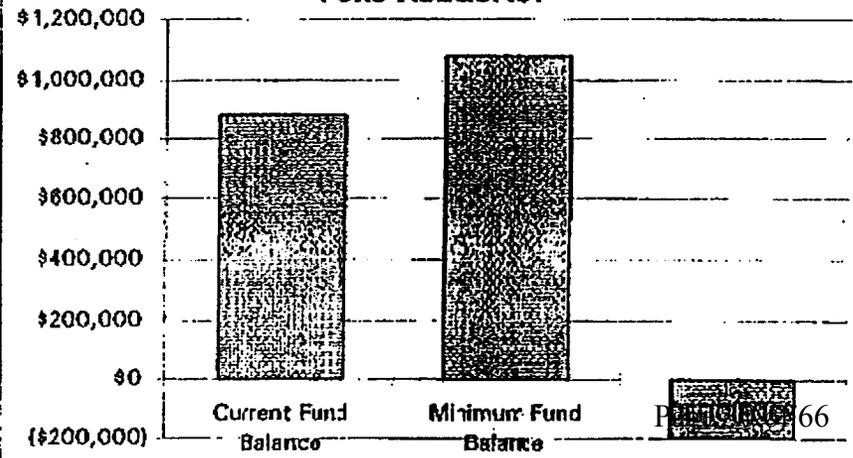
PERCENT DEFICIENT

-22.54%

MIN. DEP. & CUMULATIVE MIN. BALANCES



FUND ADEQUACY



**SPREADSHEET FOR DETERMINING
THE REQUIRED FUND DEPOSIT FOR
PROJECTED FOR 1997**

Lewis Road
27-AA-0003

Actual capacity information through end of April (60 days prior to June 30)

CLOSURE ONLY

Facility Name.....	Lewis Road	Deposit Calculations for Anniversaries During					Anniversary Date of Fund		PROJECTED
		PROJECTED FOR 1997					30-Jun		
SWIS #.....	27-AA-0003								
Inf. Factor (prior year).....	4.10%	5.40%	3.60%	3.30%	2.60%	3.00%	2.40%	3.00%	
Year of Deposit Calculation.....	1990	1991	1992	1993	1994	1995	1996	1997	
Total Permitted Capacity (Ct).....	368,421	368,421	368,421	368,421	368,421	368,421	368,421	368,421	
Capacity Filled This Year (Cf).....	24,763	22,275	19,394	20,112	32,258	16,689	26,378	28,489	
Remaining Perm. Capacity (Cr).....	N/A	N/A	N/A	N/A	249,318	232,929	206,550	178,061	
Closure Cost Estimate.....	\$574,479	\$605,501	\$627,299	\$648,000	\$1,574,000	\$1,605,430	\$1,644,012	\$1,693,332	
Postclosure Cost Estimate.....	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Cost Estimate (E).....	\$574,479	\$605,501	\$627,299	\$648,000	\$1,574,000	\$1,605,430	\$1,644,012	\$1,693,332	
Min Fund Bal (Prior to Dep).....	\$0	\$38,613	\$75,224	\$108,245	\$143,519	\$328,437	\$419,963	\$576,289	
Min. Calc. Rem. Cost Est.(Er).....	\$574,479	\$566,888	\$552,075	\$539,755	\$1,430,381	\$1,277,013	\$1,224,049	\$1,117,043	
Min. Fund Bal. (After Deposit).....	\$38,613	\$75,224	\$108,245	\$143,519	\$328,467	\$419,993	\$576,289	\$766,013	

1997 Inflation Factor PROJECTED at 3.0%, Capacity Filled PROJECTED to increase 8.0%. These PROJECTIONS are at the County's request.

Proportion of Capacity Filled

PROJECTIONS ARE NOT BINDING TO MONTEPEY OR CWMB.

Capacity Filled this Year (Cf) =	0.0672139	0.0604634	0.0526409	0.0545897				
Total Permitted Capacity (Ct)					0.129229463	0.071648442	0.127712418	0.159937816
		Capacity Filled this Year (Cf)	=					
		Remaining Permitted Capacity (Cr)						

Minimum Fund Deposit

Proportion of Capacity Filled * Cost Estimate (E) =								
	\$36,613	\$36,611	\$33,022	\$35,374				
Proportion of Remaining Capacity Filled * Remaining Cost Estimate (Er) =					\$184,847	\$91,436	\$158,326	\$178,724

Current Fund Balance

DEFICIENCY

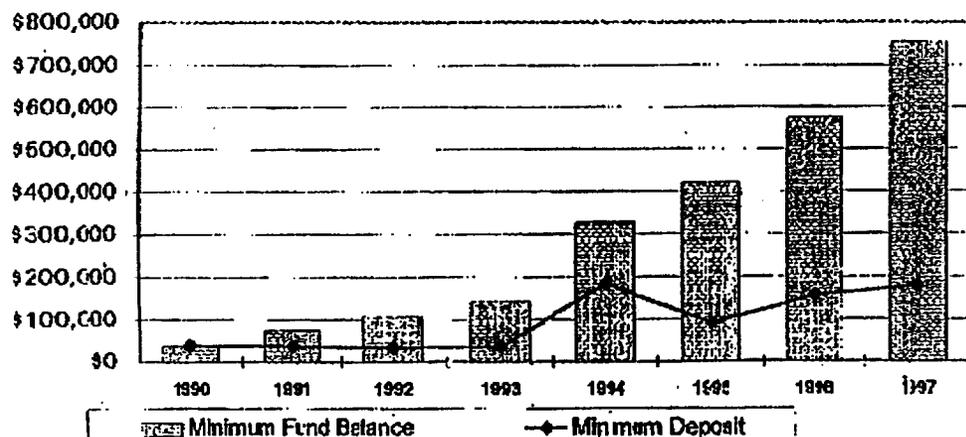
PERCENT DEFICIENT

-25.80%

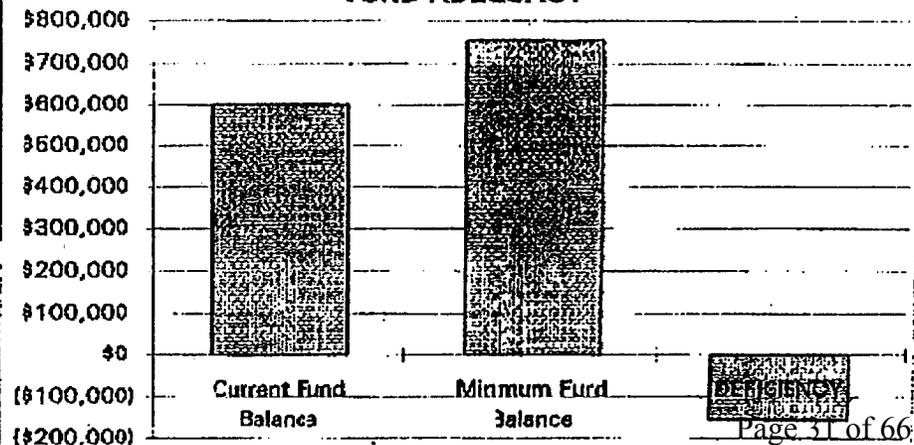
\$600,190

(\$154,823)

MIN. DEP. & CUMULATIVE MIN. BALANCES



FUND ADEQUACY



DEFICIENCY

**DEPARTMENT OF PUBLIC WORKS
COUNTY OF MONTEREY**

MEMORANDUM

TO: Ronald Lundquist, PE

FROM: Joseph Cochran, PE
Environmental Services 

SUBJECT: **LANDFILL BASE CAPACITIES**

DATE: May 3, 1996

Effective July 1, 1996, the remaining capacity in cubic yards at the three County landfills is as follows:

LANDFILL	REMAINING CAPACITY 7/1/96 CURRENT PERMITS (in cubic yards)	REMAINING CAPACITY 7/1/96 NEW PERMITS (in cubic yards)
Lewis	206,993	206,993
Johnson*	4,134,160	4,160,906
Jolon	192,433	192,433

- * The current permit for Johnson allows use of the entire footprint for landfill. The new permit removes several acres to mitigate endangered species as well as deepening remaining cells to makeup for the lost acreage.

JAC:jk

FINANCING ARRANGEMENT

The County agrees to sell its landfill facilities to the Authority for \$2,500,000.00 or such other amount as is prudent or necessary to allow the authority to fund certain obligations of the Authority for no more than three years from the date escrow closes on the sale of the landfills to the Authority. All amounts paid to the County as payment for the purchase of the landfill facilities shall be deposited in an appropriate trust account, approved by the County and the Authority, and all funds therein shall be used solely to pay such obligations or costs of the Authority as the Authority Board may direct.

Attachment 1
Preliminary 18-Month Budget

Sallnas Crazy Horse Landfill

	Jan-Jun 97	FY 97/98
All Funds - January 1997	6,874,047	
Reserve for closure	(1,982,558)	
Reserve for Article 5	(2,000,000)	
Fund balance	2,691,489	1,329,158
Revenues		
Bond proceeds	9,972,000	
Landfill surcharge	1,500,000	3,000,000
Investment earnings	125,000	250,000
Total revenue	11,597,000	3,250,000
Operating Expenses		
Personnel services	(97,100)	(194,200)
Contract services	(288,600)	(577,200)
Taxes and fees	(160,800)	(321,600)
Cover fill	(115,000)	(230,000)
Household hazardous waste	(25,000)	(50,000)
Other operating	(17,150)	(34,300)
Total operating expenses	(703,650)	(1,407,300)
Transfers		
Bond reserve fund	(997,200)	
Closure fund	(150,000)	(300,000)
JPA Administration	(320,000)	(640,000)
JPA special studies	(425,455)	
Total transfers	(1,892,655)	(940,000)
Debt Service	(448,950)	(897,900)
Income before capital projects	8,551,745	4,800
Capital Projects		
Crazy Horse purchase	(8,000,000)	
Cost of bond issuance	(549,345)	
Misc engineering/permits	(3,659)	
Gas collection system	(329,140)	
Well demolition/construction	(158,412)	
East slope liner	(527,811)	
Liner phase 2	(312,209)	
Gas flare	(33,500)	(560,000)
Liner phase 3		
Total capital projects	(9,914,076)	(560,000)
Operating fund balance	1,329,158	773,958
Bond reserve fund	997,200	997,200
Closure fund	2,132,558	2,432,558
Article 5 fund	2,000,000	2,000,000
Total funds	6,458,916	6,203,716

Attachment 1 (cont.)
Preliminary 18-Month Budget

Monterey County Landfills

	Jan-Jun 97	FY 97/98
All Funds - January 1997	1,923,413	
Reserve for Lewis closure	(589,430)	
Reserve for Johnson closure	(448,817)	
Reserve for Jolon closure	(810,166)	
Payment for shortfall	(75,000)	
Fund balance	<u>-</u>	<u>882,565</u>
Revenues		
Bond proceeds	3,148,000	
Tipping fee surcharge	769,500	1,539,000
Investment earnings	50,000	50,000
Total revenue	<u>3,967,500</u>	<u>1,589,000</u>
Operating Expenses		
Personnel services	(164,919)	(100,000)
Professional services	(145,000)	(430,000)
State fees/permits	(57,000)	(120,000)
Storm water analysis	(1,500)	(5,000)
Jolon lease	(12,400)	(12,500)
Transfer stations operations	(30,106)	(60,000)
Contingency	(22,510)	(50,000)
Total operating expenses	<u>(433,435)</u>	<u>(797,500)</u>
Transfers		
Bond reserve fund	(314,800)	
Closure fund	(625,000)	(625,000)
JPA Administration	(120,000)	(240,000)
JPA special studies	(159,545)	
Total transfer	<u>(1,219,345)</u>	<u>(865,000)</u>
Debt Service	<u>(283,500)</u>	<u>(283,500)</u>
Income/deficit before capital projects	<u>2,031,220</u>	<u>(357,000)</u>
Capital Projects		
Cost of bond issuance	(173,655)	
Methane - Lewis	(20,000)	(40,000)
Methane - Johnson	-	(400,000)
Liner - Johnson	(805,000)	-
Monitoring devices	-	(25,000)
Contingency	(150,000)	(50,000)
Total capital projects	<u>(1,148,655)</u>	<u>(515,000)</u>
Operating fund balance	882,565	10,565
Bond reserve fund	314,800	314,800
Closure fund	2,548,413	3,173,413
Total funds	<u>3,745,778</u>	<u>3,498,778</u>

Attachment 1 (cont.)
Preliminary 18-Month Budget

Attachment 2

JPA Budget

	Jan-Jun 97	FY 97/98
All Funds - January 1997	-	57,700
Fund balance	-	<u>57,700</u>
Revenues		
JPA Administration	440,000	880,000
Bond proceeds - special studies	585,000	
Total revenue	<u>1,025,000</u>	<u>880,000</u>
Operating Expenses		
Authority staff	(290,000)	(400,000)
JPA negotiation	(148,000)	
Contract renewal/renegotiation	(50,000)	
Recruiting	(67,500)	
Legal services	(28,800)	(57,600)
Fiscal agent	(5,000)	(10,000)
Human resources	(5,000)	(10,000)
Insurance	(30,000)	(60,000)
Office expenses	(5,000)	(10,000)
Meeting allowance	(5,000)	(10,000)
Contingency	(50,000)	(100,000)
JPA Administration subtotal	(682,300)	(657,600)
Total operating expenses	<u>(682,300)</u>	<u>(657,600)</u>
Income before capital projects	<u>342,700</u>	<u>222,400</u>
Capital Projects		
Landfill systems study and engineers report	(85,000)	
Landfill expansion planning, engineering and permitting	(150,000)	(300,000)
Landfill acquisition, eminent domain	(50,000)	
Total capital projects	<u>(285,000)</u>	<u>(300,000)</u>
Operating fund balance	57,700	(19,900)
Total funds	<u>57,700</u>	<u>(19,900)</u>

Clerk's copy

file w/ Reso 16062



MONTEREY COUNTY

DEPARTMENT OF PUBLIC WORKS

312 E. ALISAL STREET, SALINAS, CALIFORNIA 93901-4303
TELEPHONE (408) 755-4800 FAX (408) 755-4958

GERALD J. GROMKO, Ph.D.
PUBLIC WORKS DIRECTOR

DECEMBER 16, 1996

RECEIVED
DEC 18 1996
Time
MAYOR

MAYOR AND CITY COUNCIL MEMBERS
CITY OF SALINAS
200 LINCOLN AVE
SALINAS, CA 93901

SUBJECT: SALINAS VALLEY SOLID WASTE AUTHORITY

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is in response to your request at the December 2, 1996 Joint City Council meeting for a confirming letter regarding contract payments made by the Operator of the Johnson Canyon Road and Lewis Road Landfills to the County of Monterey.

A copy of Amendment No. 6 to our operating contract, approved as to form by Monterey County Counsel, signed by the Operator, and executed by the Board of Supervisors, is enclosed. This amendment extends payments made by the Operator under Amendments 2A and 2B from December 1994 through April 15, 1997. I have also enclosed copies of properly-executed prior amendments 2A, 2B, 3, 4, and 5 that require payments of \$18,333 for Johnson Canyon Road and \$8,083 for Lewis Road for the period September 1991 through December 31, 1994. The proposed Interagency Agreement signed by the Board of Supervisors and scheduled for execution by the SVSWA at their first meeting requires that beginning January 1, 1997, the monthly payments shall be transferred to the Authority. I have enclosed a copy of this document for your consideration.

The Amendments are legal obligations agreed to by the Operator and executed by the Board of Supervisors. Operational costs for the landfills were expended from the County General Fund for the period December 31, 1994 through January 1, 1997, for items involving closure fund payments, ground water monitoring, fees, and cell preparation. These activities were completed in anticipation of ultimately receiving the monthly payments. The County is responsible for collecting any overdue amounts through January 1, 1997. Future collections will be the responsibility of the Authority.

Please contact me at (408)755-4929 if there is any other information that I can provide regarding this matter.

Sincerely,

GERALD J. GROMKO, PhD, PE
PUBLIC WORKS DIRECTOR

By *Ronald J. Lundquist*
Ronald J. Lundquist, PE
Deputy Public Works Director - Operations

RJL:reh Enclosures

cc: City Managers: Salinas/Gonzales/Soledad/Greenfield/King
County Staff: Doug Holland/Gerald J. Gromko, PhD, PE/Joseph A. Cochran, PE

**INTERAGENCY AGREEMENT
BETWEEN THE COUNTY OF MONTEREY AND THE
SALINAS VALLEY SOLID WASTE AUTHORITY
AGREEMENT NO. A-07262**

Attachment 2

THIS AGREEMENT is made and entered into this 3rd day of December, 1996, by and between the County and Monterey (the "COUNTY") a political subdivision of the State of California and the Salinas Valley Solid Waste Authority (the "AUTHORITY"), a joint exercise of powers entity.

RECITALS

WHEREAS, on December 3, 1996, the Monterey County Board of Supervisors adopted a Resolution approving the Joint Powers Agreement (JPA) between the Cities of Gonzales, Greenfield, King, Salinas, and Soledad, and the County of Monterey creating the Salinas Valley Solid Waste Authority; and

WHEREAS, the JPA created a public entity separate and apart from each of the Cities and the COUNTY; and

WHEREAS, the JPA established the name of the separate legal entity as the Salinas Valley Solid Waste Authority; and

WHEREAS, the AUTHORITY lacks the staff to perform the duties and functions required for the purposes set forth in the JPA; and

WHEREAS, the COUNTY and the AUTHORITY desire to enter into an agreement to facilitate the administration, operation, and financing of the AUTHORITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AUTHORITY hereby agree as follows:

SECTION 1.

The above recitals are true and correct.

SECTION 2. FINANCIAL ARRANGEMENTS

2.1 MONTHLY PAYMENTS.

The COUNTY's existing agreements with its landfill operators provide for monthly payments to be made to the COUNTY for environmental compliance and other landfill management tasks. Beginning January 1, 1997, the COUNTY shall transfer all such payments made by the COUNTY's landfill operators to the AUTHORITY.

SECTION 3. AUTHORITY COUNSEL

The County Counsel of the COUNTY shall serve as the interim Authority Counsel for the AUTHORITY and shall provide all personnel and services required for providing legal services to the AUTHORITY, including but not limited to, preparation of contracts, agreements, deeds, ordinances, and other legal documents, legal opinions, interpretations of local, state, and federal laws, and other related services. The AUTHORITY shall reimburse the COUNTY for direct and indirect costs associated with providing legal services to the AUTHORITY.

SECTION 4. LANDFILL MANAGEMENT AND OPERATIONS

4.1 COUNTY SERVICES

The COUNTY shall provide all personnel and services required to operate, administer, and maintain the Jolon Road, Johnson Canyon Road, and Lewis Road Landfills until such time as the AUTHORITY agrees to take over this responsibility, but no later than July 1, 1997. The AUTHORITY shall reimburse the COUNTY for direct and indirect costs associated with management and operations of Jolon Road, Johnson Canyon Road, and Lewis Road Landfills, up to an amount of \$604,235. The COUNTY shall terminate or transfer all consulting, construction, and any other on-going contracts related to the management of the Jolon Road, Johnson Canyon Road, and Lewis Road Landfills to the AUTHORITY by July 1, 1997, under terms acceptable to the AUTHORITY.

4.2 OPERATIONS

The COUNTY maintains landfill operating agreements with its landfill operators. The COUNTY commits to negotiate in good faith with said operators to transfer these agreements to the AUTHORITY by no later than July 1, 1997 under terms acceptable to the AUTHORITY.

4.3 OWNERSHIP

The COUNTY agrees to transfer ownership of the Jolon Road, Johnson Canyon Road, and Lewis Road Landfills to the AUTHORITY under the terms defined in Exhibit A-E2 to the Joint Powers Agreement creating the Salinas Valley Solid Waste Authority.

SECTION 5. CONTRACTING PROCEDURES

Unless and until independent contracting procedures are established by the AUTHORITY, all contracting shall follow procedures used by the COUNTY. All other contracts shall be submitted to the Board of Directors for approval and execution. All contracts shall be approved as to form by Authority Counsel or use standard formats approved by Authority Counsel. Costs incurred under these contracts shall be paid by the AUTHORITY.

SECTION 6. MUTUAL INDEMNIFICATION

No party to this agreement nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another party to this agreement under or in connection with any work, authority, or jurisdiction delegated to said other party under this agreement. Each party to this agreement shall fully indemnify and hold each party to this agreement harmless from and against all claims, losses, and liabilities occurring by reason of anything done or omitted to be done by said indemnifying party under or in connection with any work, authority, or jurisdiction delegated to said party under this agreement.

SECTION 7. TERMINATION

This agreement shall be terminated on July 1, 1997 unless extended by mutual agreement of the parties.

SECTION 8. NOTICE

Any notice or other communication to be given to either party pursuant to this agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

COUNTY: COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
ATTN GERALD J. GROMKO, PhD, PE
DIRECTOR OF PUBLIC WORKS
312 EAST ALISAL ST
SALINAS CA 93901-4371

AUTHORITY: SALINAS VALLEY SOLID WASTE AUTHORITY
c/o COUNTY OF MONTEREY
OFFICE OF THE COUNTY COUNSEL
ATTN DOUGLAS C HOLLAND
AUTHORITY COUNSEL
240 CHURCH ST STE 214
SALINAS CA 93902

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed as above. Nothing shall preclude the giving of personal notice.

SECTION 9. LEGAL CHALLENGE--ENFORCEABILITY

COUNTY AND AUTHORITY by establishing the procedures and entering into this agreement, do not warrant this agreement or the resolution, ordinance, or basis for this agreement against legal challenge or warrant its enforceability.

SECTION 10. AMENDMENTS

Amendments or modifications to this agreement shall be in writing and executed by all parties.

SECTION 11. ENTIRE AGREEMENT

This agreement, and any attachments, hereto, constitute the entire agreement and understanding between the COUNTY and the AUTHORITY concerning the subject matter contained herein.

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

ATTEST:

COUNTY OF MONTEREY

Pamela Elias, Deputy
CLERK OF THE BOARD OF SUPERVISORS

Edith Johnson
CHAIR OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:

COUNTY COUNSEL

ATTEST:

SALINAS VALLEY SOLID WASTE AUTHORITY

CLERK OF THE AUTHORITY

CHAIR OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM:

COUNSEL OF THE AUTHORITY

AMENDMENT NO. 6 TO AGREEMENT NO. A3517

This Amendment to Agreement No. A3517 is made by and between the County of Monterey (hereinafter referred to as COUNTY) and Johnson Canyon Road Landfill, Inc. and Lewis Road Landfill, Inc. (hereinafter collectively referred to as OPERATORS) as successors to Rural Garbage and Dispos-All Service. Agreement No. A3517, a contract for the operation of the County-owned landfill sites at Johnson Canyon Road and Lewis Road was entered into in October 1982, and was amended in April 1985, June 1986, July 1991, October 1992, May 1993, and April 1994.

The COUNTY and OPERATORS now desire to amend their agreement as follows:

- A. Paragraph 7 of the July 1991 Amendment, including any subsequent amendments to that paragraph, is amended to read as follows:

"7. The duration of this Amendment shall be extended from December 1994 through April 15, 1997, or until terminated or further amended by COUNTY and OPERATORS."
- B. The payment of operating fees to the COUNTY for the period starting in December 1994 shall continue as established in Amendments 2A and 2B, dated July 1991.
- C. Refuse from the Jolon Road interim transfer station shall be accepted at the Johnson Canyon Road site at a rate of \$6 a ton, to be paid by the Jolon Road Landfill, Inc., or its successor operator.
- D. Except as provided herein, all remaining terms, conditions, and provisions of Agreement No. A3517 and its amendments are unchanged and unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly-authorized representatives, have executed this Amendment Agreement No. 3517 on the date so indicated below.

COUNTY OF MONTEREY

By *Clith Johnson*
Chair, Monterey County Board of Supervisors

DATE 11/12/96

JOHNSON CANYON ROAD LANDFILL INC.

By *[Signature]*

DATE 11-12-96

LEWIS ROAD LANDFILL, INC.

By *[Signature]*

DATE 11-12-96

ATTEST:

Pamela Lewis
Deputy Clerk

DATE 11/12/96

APPROVED AS TO FORM:

Adrienne Crover
Deputy County Counsel

DATE 11/8/96

AMENDMENT NO. 5 TO AGREEMENT NO. A3517

Attachment for DPW Lewis Rd.

THIS AMENDMENT TO AGREEMENT NO. A3517 is made effective as of July 1, 1993, by and between the County of Monterey (hereinafter "County") and Johnson Canyon Road Disposal Site, Inc. and Lewis Road Disposal Site, Inc. (hereinafter collectively referred to as "Operators") and is intended to extend the terms of the July 1991 amendment for the operation of the Lewis Road and Johnson Canyon Road disposal sites until December 31, 1994.

The County and Operators hereby agree as follows:

- 1. Agreement No. A3517, a contract for the operation of the county-owned landfill sites at Johnson Canyon Road and Lewis Road, as amended in June 1986, July 1991, October 1992, and May 1993, is hereby amended by revising paragraph 7 of the July 1991 amendment for operation of the respective landfills to read as follows:

"7. The duration of this amendment shall be until December 31, 1994 unless terminated, in writing, by the Parties at an earlier date."

- 2. Except as provided herein, all remaining terms, conditions, and provisions of Agreement No. A3517 and its amendments are unchanged and unaffected by this amendment and shall continue in full force and effect as set forth.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date so indicated.

County of Monterey

Johnson Canyon Road Disposal Site, Inc.

By Barbara Arnold
Chairwoman, Board of Supervisors

By R.M. Rossi
President

ATTEST:

Lewis Road Disposal Site, Inc.

Arne Arri
Deputy Clerk

By R.M. Rossi
President

Date: Apr. 19, 1994

Date: April 4, 1994

AMENDMENT NO. 4 TO AGREEMENT NO. A3517

THIS AMENDMENT TO AGREEMENT NO. A3517 is made effective as of January 1, 1993, by and between the County of Monterey (hereinafter "County") and Johnson Canyon Road Disposal Site, Inc. and Lewis Road Disposal Site, Inc. (hereinafter collectively referred to as "Operators") and is intended to extend the terms of the July 1991 amendment for the operation of the Lewis Road and Johnson Canyon Road disposal sites until July 1, 1993.

The County and Operators hereby agree as follows:

1. Agreement No. A3517, a contract for the operation of the county-owned landfill sites at Johnson Canyon Road and Lewis Road, as amended in June 1986, July 1991, and October 1992, is hereby amended by revising paragraph 7 of the July 1991 amendment for operation of the respective landfills to read as follows:

"7. The duration of this amendment shall be until July 1, 1993 unless terminated, in writing, by the Parties at an earlier date."

2. Except as provided herein, all remaining terms, conditions, and provisions of Agreement No. A3517 and its amendments are unchanged and unaffected by this amendment and shall continue in full force and effect as set forth.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date so indicated.

County of Monterey

Johnson Canyon Road Disposal Site, Inc.

By Judy J. E. Reynolds
Chair, Board of Supervisors

By R.M. Rossi
President

ATTEST:

Lewis Road Disposal Site, Inc.

Garcia Lukensell
Deputy Clerk

By R.M. Rossi
President

Date: May 25, 1993

Date: Apr 27, 1993

AMENDMENT NO.3 TO AGREEMENT NO. A3517

THIS AMENDMENT TO AGREEMENT NO. A3517 is made effective as of July 11, 1992, by and between the County of Monterey (hereinafter "County") and Johnson Canyon Road Disposal Site, Inc. and Lewis Road Disposal Site, Inc. (hereinafter collectively referred to as "Operators") and is intended to extend the terms of the July 1991 amendments for the operation of the Lewis Road and Johnson Canyon Road disposal sites until January 1, 1993.

The County and Operators hereby agree as follows:

1. Agreement No. A3517, a contract for the operation of the county-owned landfill sites at Johnson Canyon Road and Lewis Road, as amended in June 1986 and July 1991 is hereby amended by revising paragraph 7 of the July 1991 amendment for operation of the respective landfills by revising Paragraph 7 to read as follows:

"7. The duration of this amendment shall be until January 1, 1993 unless terminated in writing by the Parties at an earlier date."

2. Except as provided herein, all remaining terms, conditions, and provisions of Agreement No. A3517 and its amendments are unchanged and unaffected by this amendment and shall continue in full force and effect as set forth.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date so indicated.

County of Monterey

Johnson Canyon Road Disposal Site, Inc.

By [Signature]
Chair, Board of Supervisors

By [Signature]
President

ATTEST:

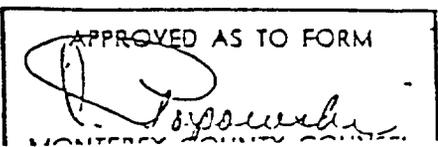
Lewis Road Disposal Disposal Site, Inc.

[Signature]
Deputy Clerk

By [Signature]
President

Date: 10/27/92

Date: 10/27/92



AGREEMENT NO. A-3517
AMENDMENT TO AGREEMENT

This amendment, made and entered into on _____ by and between the COUNTY OF MONTEREY (hereinafter referred to as "County"), and JOHNSON CANYON ROAD DISPOSAL SITE, INC. (hereinafter referred to as "Operator"), is as follows:

RECITALS

The County, through its Public Works Department, has acquired and developed a solid waste landfill disposal site known as the Johnson Canyon Road Disposal Site (hereinafter referred to as the "Site"). The County has heretofore contracted the operation of the site to Operator, or its predecessors, through an agreement entered into on October 5, 1982, and an amendment to that agreement entered into on June 17, 1986.

The parties wish to amend the agreements to provide for increased gate fees to meet the increased operating costs resulting from federal and state laws and regulations.

The parties wish to install computerized truck scales at the site in order to insure an accurate assessment of charges.

NOW THEREFORE, the parties to this amendment agree as follows:

1. All terms, conditions, and provisions of the agreement entered into October 5, 1982, except as modified by this amendment, and the amendment entered into June 17, 1986, are reaffirmed and continue in full force.

2. Operator agrees to purchase, install and maintain a computerized truck scale at the site no later than six months after execution of the agreement. The parties shall mutually agree on the size, kind, type, construction and suitability of the scales to be installed before said installation.

3. Operator agrees to maintain a dual yardage and weight intake reporting system after installation of the scale to be used to convert from a yardage based to a weight based system. All such records shall be submitted to the County on a monthly basis.

4. It is expected that costs for the operation of the site* in the amount of \$220,000 will be incurred, due to state and federal mandates for the following activities during the next year:

- a. Groundwater monitoring;
- b. closure fund payments;
- c. Board of Equalization fees;
- d. cell preparation.

5. Operators total responsibility for these costs* shall be payments of \$18,333 per month to the County beginning October 1, 1991. Payment shall be made to the Monterey County Department of Public Works. Interest in the amount of 1-1/2 percent per month shall be added to and payable on any amount overdue by 30 days or more.

6. In order to achieve these payments the parties agree that the gate fees at the site will be increased beginning September 1, 1991, pursuant to the schedule attached as Exhibit "A".

7. The duration of the amendment is for one year unless terminated in writing by the parties at an earlier date.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first hereinabove written.

COUNTY OF MONTEREY

JOHNSON CANYON ROAD DISPOSAL SITE, INC.

By Dan P. Kaiser
Chair, Board of Supervisors

By R. M. Rossi
President

ATTEST:

Patricia Olivas
Deputy Clerk

By John T. Lucia
Secretary

Date: 7/16/91

Date: 7/11/91

APPROVED:

Deane Trusewicz, Deputy
County Counsel

Date: July 9, 1991

*Executed without prejudice as to previous and current interpretation of operating costs, pursuant to letter of 7-3-91 to Deputy County Counsel Popowski.

AGREEMENT NO. A-3517
AMENDMENT TO AGREEMENT

This amendment, made and entered into on 7/16/91, by and between the COUNTY OF MONTEREY (hereinafter referred to as "County"), and LEWIS ROAD DISPOSAL SITE, INC., a California corporation (hereinafter referred to as "Operator"), is as follows:

RECITALS

The County, through its Public Works Department, has acquired and developed a solid waste landfill disposal site known as the Lewis Road Disposal Site (hereinafter referred to as the "Site"). The County has heretofore contracted the operation of the site to Operator, or its predecessors, through an agreement entered into on October 5, 1982, and an amendment to that agreement entered into on June 17, 1986.

The parties wish to amend the agreements to provide for increased gate fees to meet the increased operating costs resulting from federal and state laws and regulations.

The parties wish to install computerized truck scales at the site in order to insure an accurate assessment of charges.

NOW THEREFORE, the parties to this amendment agree as follows:

1. All terms, conditions, and provisions of the agreement entered into October 5, 1982, except as modified by this amendment, and the amendment entered into June 17, 1986, are reaffirmed and continue in full force.
2. Operator agrees to purchase, install and maintain a computerized truck scale at the site no later than six months after execution of the agreement. The parties shall mutually agree on the size, kind, type, construction and suitability of the scales to be installed before said installation.
3. Operator agrees to maintain a dual yardage and weight intake reporting system after installation of the scale to be used to convert from a yardage based to a weight based system. All such records shall be submitted to the County on a monthly basis.
4. It is expected that costs for the operation of the site* in the amount of \$97,000 will be incurred, due to state and federal mandates for the following activities during the next year:

- a. Groundwater monitoring;
- b. closure fund payments;
- c. Board of Equalization fees.

5. Operators total responsibility for these costs* shall be payments of \$3,083.00 per month to the County beginning October 1, 1991. Payment shall be made to the Monterey County Department of Public Works. Interest in the amount of 1-1/2 percent per month shall be added to and payable on any amount overdue by 30 days or more.

6. In order to achieve these payments the parties agree that the gate fees at the site will be increased beginning September 1, 1991, pursuant to the schedule attached as Exhibit "A".

7. The duration of the amendment is for one year unless terminated in writing by the parties at an earlier date.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first hereinabove written.

COUNTY OF MONTEREY

LEWIS ROAD DISPOSAL SITE, INC.

By Dan P. Karer
Chair, Board of Supervisors

By R. M. Rossi
President

ATTEST:

Dorena Olivas
Deputy Clerk

By John T. Gheisa
Secretary

Date: 7/16/91

Date: 7/11/91

*Executed without prejudice as to previous and current interpretation of operating costs, pursuant to letter of 7-3-91 to Deputy County Counsel Popowski.

APPROVED:

[Signature]
County Counsel

Date: July 9, 1991



City of Salinas

OFFICE OF THE CITY CLERK • 200 Lincoln Avenue • Salinas, California 93901 • (408) 758-7381

December 19, 1996

Monterey County
Board of Supervisors
240 Church Street
Salinas, CA 93901

Attention: Clerk of the Board of Supervisors

SUBJECT: SALINAS VALLEY SOLID WASTE AUTHORITY

Please find attached the signature page of the Joint Powers Agreement creating the Salinas Valley Solid Waste Authority, ~~and~~ which was approved by the participating cities at a Summit meeting of December 2, 1996. Following execution by Monterey County, please return a signed copy to this office.

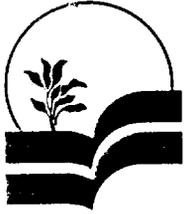
Sincerely,

A handwritten signature in cursive script that reads "Ann Camel".

Ann Camel
City Clerk

attachment

cc: City Manager



City of Salinas

OFFICE OF THE CITY CLERK • 200 Lincoln Avenue • Salinas, California 93901 • (408) 758-7381

December 4, 1996

City of Gonzales
P. O. Box 647
Gonzales, CA 93926

Attention: City Clerk's Office

SUBJECT: SALINAS VALLEY SOLID WASTE AUTHORITY

Please find attached the an original signed signature page of the agreement which was approved by Salinas on December 2, 1996 for your records. Following execution of the agreement by the officials of your City, please forward one original signed signature page to this office.

Please call me at 758-7381 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Ann Camel".

Ann Camel
City Clerk



City of Salinas

OFFICE OF THE CITY CLERK • 200 Lincoln Avenue • Salinas, California 93901 • (408) 758-7381

December 4, 1996

City of Greenfield
P. O. Box 127
Greenfield, CA 93927

Attention: City Clerk's Office

SUBJECT: SALINAS VALLEY SOLID WASTE AUTHORITY

Please find attached the an original signed signature page of the agreement which was approved by Salinas on December 2, 1996 for your records. Following execution of the agreement by the officials of your City, please forward one original signed signature page to this office.

Please call me at 758-7381 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Ann Camel".

Ann Camel
City Clerk



City of Salinas

OFFICE OF THE CITY CLERK • 200 Lincoln Avenue • Salinas, California 93901 • (408) 758-7381

December 4, 1996

City of King
212 S. Vanderhurst
King City, CA 93930

Attention: City Clerk's Office

SUBJECT: SALINAS VALLEY SOLID WASTE AUTHORITY

Please find attached the an original signed signature page of the agreement which was approved by Salinas on December 2, 1996 for your records. Following execution of the agreement by the officials of your City, please forward one original signed signature page to this office.

Please call me at 758-7381 if you have any questions.

Sincerely,

Ann Camel
City Clerk



City of Salinas

OFFICE OF THE CITY CLERK • 200 Lincoln Avenue • Salinas, California 93901 • (408) 758-7381

December 4, 1996

City of Soledad
248 Main Street
Soledad, CA 93960

Attention: City Clerk's Office

SUBJECT: SALINAS VALLEY SOLID WASTE AUTHORITY

Please find attached the an original signed signature page of the agreement which was approved by Salinas on December 2, 1996 for your records. Following execution of the agreement by the officials of your City, please forward one original signed signature page to this office.

Please call me at 758-7381 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Ann Camel".

Ann Camel
City Clerk

RESOLUTION NO. 2008 – 49

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING AN AMENDMENT ELIMINATING SECTION 18 – LAND USE
RESTRICTIONS OF THE TO THE JOINT POWERS AGREEMENT
BETWEEN THE CITY OF SALINAS, THE CITY OF GONZALES, THE CITY OF
SOLEDAD, THE CITY OF GREENFIELD, THE CITY OF KING, AND THE COUNTY OF
MONTEREY CREATING THE SALINAS VALLEY SOLID WASTE AUTHORITY**

BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the President of the Board of Directors is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute a an Amendment to the Salinas Valley Solid Waste Authority Joint Powers Agreement, as attached hereto and marked "Exhibit A."

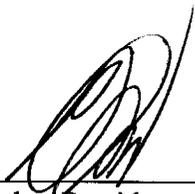
PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 16th day of October, 2008 by the following vote:

AYES: BOARD MEMBERS: ARMENTA, BARNES, CALCAGNO, MORENO, ORTIZ, WORTHY

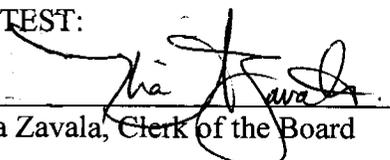
NOES: BOARD MEMBERS: NONE

ABSENT: BOARD MEMBERS: DE LA ROSA, DONOHUE

ABSTAIN: BOARD MEMBERS: NONE



George Worthy, President

ATTEST:


Elia Zavala, Clerk of the Board



RECEIVED

FEB 05 2009

EXHIBIT A

CITY OF GREENFIELD

**AMENDMENT TO THE
JOINT POWERS AGREEMENT BETWEEN THE CITY OF SALINAS, THE CITY OF
GONZALES, THE CITY OF GREENFIELD, THE CITY OF KING, THE CITY OF
SOLEDAD, AND THE COUNTY OF MONTEREY CREATING
THE SALINAS VALLEY SOLID WASTE**

This amendment is made and entered into by and between the following public entities:

- a. CITY OF SALINAS (“Salinas”), a municipal corporation;
- b. CITY OF GONZALES (“Gonzales”), a municipal corporation;
- c. CITY OF GREENFIELD (“Greenfield”), a municipal corporation;
- d. CITY OF KING (“King”), a municipal corporation;
- e. CITY OF SOLEDAD (“Soledad”), a municipal corporation; and
- f. COUNTY OF MONTEREY (“County”), a political subdivision of the State of California.

and is made and entered into this 16th day of October 2008, by and between the above public entities formed under the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter “Authority).

WHEREAS, the Authority Board of Directors on September 16, 2008, approved the deletion of Section 18, Land Use Restrictions, of the Joint Powers Agreement relating to the conditions for establishment of a buffer zone around Authority owned landfills; and

WHEREAS, the Authority Board of Directors determined that the establishment of a landfill buffer zone should be at the discretion of the member agency with permitting and development jurisdiction over an Authority landfill.

NOW, THEREFORE, Authority and its member public entities agree to the deletion of Section 18, Land Use Restrictions, of the Salinas Valley Solid Waste Authority Joint Powers Agreement (#A-07261), January 1, 1997, as follows:

- 18. ~~RESERVED. **LAND USE RESTRICTIONS:** The Parties acknowledge that landfill facilities may be incompatible with other uses of land on property in the vicinity of each landfill facility. In order to minimize incompatible land uses and conflicts in uses that may arise between a landfill facility and other uses in the vicinity of a landfill facility, the~~

Parties agree that each Party shall adopt and implement certain land use restrictions governing property in the vicinity of each landfill asset. The agreement to adopt and maintain such land use restrictions shall be deemed consistent with and in furtherance of the provisions of Section 1 of this Agreement. Each Party that has jurisdiction of land within two thousand, five hundred feet (2,500') of a landfill shall adopt and maintain appropriate zoning ordinance restrictions that (1) prohibits the issuance of a building permit or any other entitlement for use for any residential building or structure within two thousand, five hundred feet (2,500') of an active landfill and (2) requires conditional use permit review and approval for any commercial, office, or industrial use to be constructed or developed within two thousand, five hundred feet (2,500') of any landfill and for any residential building or structure within two thousand, five hundred feet (2,500') of any closed landfill. For the purpose of this Agreement, the term "closed landfill" shall mean any landfill facility which is no longer used for on-site disposal of solid waste and does not include a transfer station. Any conditional use permit reviewed pursuant to this Section 18 of the Agreement shall not be approved until the application has been reviewed and considered by the Authority Board. Any conditions of approval recommended by the Authority Board shall be incorporated as conditions of approval of the conditional use permit, unless the governing board of the affected Party unanimously votes to modify or delete any such conditions of approval. In the event the Authority Board recommends denial of the conditional use permit, the governing board of the affected Party shall deny the conditional use permit unless the governing board by a unanimous vote approves the conditional use permit. The provisions of this Section 18 of the Agreement and any attendant zoning restrictions shall not apply to buildings or uses existing on the date of this Agreement, nor shall such provisions apply to any replacement, remodel, or expansion of any building existing on the date of this Agreement. In the event a Party fails to adopt the land use restrictions contained in this Section 18 of the Agreement in a timely manner, the Party shall hold the Authority harmless and shall indemnify the Authority for any and all damages the Authority may suffer as a result of any claim or lawsuit initiated by an owner or occupant of property within two thousand, five hundred feet (2,500') of the landfill facility for damages to the property, or for loss of use of such property, due to the operations of the Authority at the landfill facility or the use of the landfill facility for landfill operations.

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment No. 1 to the Salinas Valley Solid Waste Authority, Joint Powers Agreement dated January 1, 1997.

EFFECTIVE DATE: This Agreement shall be deemed effective and in full force and effect on January 1, 2009.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date evidenced below:

ATTEST: [Signature]
CITY CLERK

CITY OF SALINAS

APPROVED AS TO FORM:

BY: [Signature]
MAYOR

[Signature]
ASST. CITY ATTORNEY

DATE: 8/11/2011

ATTEST: [Signature]
CITY CLERK

CITY OF GONZALES

APPROVED AS TO FORM:

BY: [Signature]
MAYOR

[Signature]
CITY ATTORNEY

DATE: 1-5-09

ATTEST: [Signature]
CITY CLERK

CITY OF GREENFIELD

APPROVED AS TO FORM:

BY: [Signature]
MAYOR

[Signature]
CITY ATTORNEY

DATE: 2-10-09

ATTEST: [Signature]
CITY CLERK

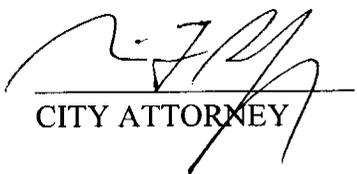
CITY OF KING

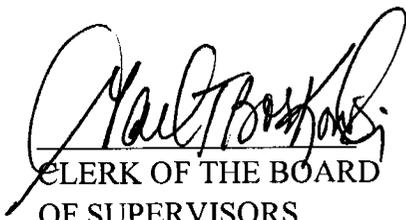
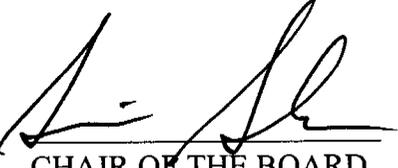
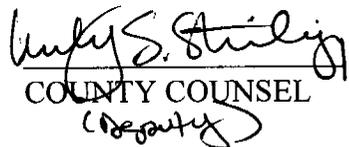
APPROVED AS TO FORM:

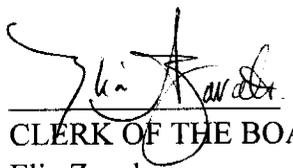
BY: [Signature]
MAYOR

[Signature]
CITY ATTORNEY

DATE: 12/17/08

ATTEST:  CITY OF SOLEDAD
 APPROVED AS TO FORM: BY: 
 MAYOR
 DATE: 1-12-09

 CITY ATTORNEY

ATTEST:  COUNTY OF MONTEREY
 CLERK OF THE BOARD
 OF SUPERVISORS
 APPROVED AS TO FORM: BY: 
 CHAIR OF THE BOARD
 OF SUPERVISORS
 DATE: 4-6-10

 COUNTY COUNSEL
 (Deputy)

ATTEST:  SALINAS VALLEY SOLID WASTE AUTHORITY
 CLERK OF THE BOARD
 Elia Zavala
 APPROVED AS TO FORM: BY: 
 CHAIR OF THE BOARD
 OF DIRECTORS
 DATE: 10-16-2008

 AUTHORITY GENERAL
 COUNSEL

RESOLUTION NO. 2008 – 50

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING AN AMENDMENT TO SECTION 12(P) – POWERS AND FUNCTIONS
OF THE JOINT POWERS AGREEMENT
BETWEEN THE CITY OF SALINAS, THE CITY OF GONZALES, THE CITY OF
SOLEDA, THE CITY OF GREENFIELD, THE CITY OF KING AND THE COUNTY OF
MONTEREY CREATING THE SALINAS VALLEY SOLID WASTE AUTHORITY**

BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the President of the Board of Directors is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute a an Amendment to the Salinas Valley Solid Waste Authority Joint Powers Agreement, as attached hereto and marked “Exhibit A.”

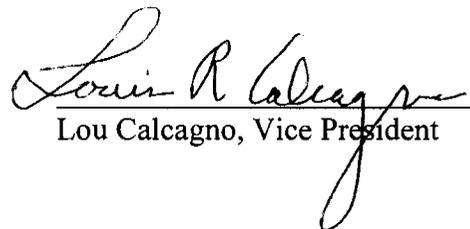
PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 16th day of October, 2008 by the following vote:

AYES: BOARD MEMBERS: ARMENTA, BARNES, CALCAGNO, MORENO, ORTIZ

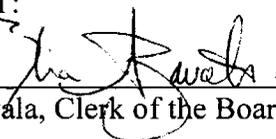
NOES: BOARD MEMBERS: NONE

ABSENT: BOARD MEMBERS: DE LA ROSA, DONOHUE, WORTHY

ABSTAIN: BOARD MEMBERS: NONE



Lou Calcagno, Vice President

ATTEST:


Elia Zavala, Clerk of the Board

RECEIVED

FEB 05 2009



CITY OF GREENFIELD AMENDMENT TO THE
**JOINT POWERS AGREEMENT BETWEEN THE CITY OF SALINAS, THE CITY OF
 GONZALES, THE CITY OF GREENFIELD, THE CITY OF KING, THE CITY OF
 SOLEDAD, AND THE COUNTY OF MONTEREY CREATING
 THE SALINAS VALLEY SOLID WASTE AUTHORITY**

This amendment is made and entered into by and between the following public entities:

- a. CITY OF SALINAS (“Salinas”), a municipal corporation;
- b. CITY OF GONZALES (“Gonzales”), a municipal corporation;
- c. CITY OF GREENFIELD (“Greenfield”), a municipal corporation;
- d. CITY OF KING (“King”), a municipal corporation;
- e. CITY OF SOLEDAD (“Soledad”), a municipal corporation; and
- f. COUNTY OF MONTEREY (“County”), a political subdivision of the State of California.

and is made and entered into this 16th day of October 2008, by and between the above public entities formed under the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter “Authority).

WHEREAS, the Authority Board of Directors on October 18, 2008, approved revisions to Section 12 (p), Powers and Functions, of the Joint Powers Agreement relating to enhancements to the Authorities flow control provisions; and

WHEREAS, the Authority Board of Directors determined that enhancing flow control to include recoverable materials that are necessary to meet the Authority and its member agencies waste reduction goal of 75% is necessary.

NOW, THEREFORE, Authority and its member public entities agree to amend Section 12(p), Powers and Functions, of the Salinas Valley Solid Waste Authority Joint Powers Agreement (#A-07261), January 1, 1997, as follows:

(amended language underlined and in italics)

Section 12. Powers and Functions

- p. Exercise flow control, to the extent permitted by law under Title 7, Division 30, Chapter 1, Article 2, (commencing with section 40059) of the Public Resources Code, to deliver or cause to be delivered all of the solid waste,

including construction and demolition materials, concrete, asphalt, woodwaste and yardwaste, and others material as identified by the Authority Board for diversion from landfill disposal, collected within and by or under contract to or under permit with the cities of Salinas, Gonzales, Greenfield, King and Soledad, County or Authority, to the landfills, transfer stations, materials recovery facilities, or any other solid waste facilities as directed or certified by the Authority Board. The Authority Board shall exercise flow control such that no Party to this Agreement or franchised or permitted collector shall suffer undue economic hardship where any such Party of collector operates resource recovery facilities in conjunction with its collection operation.

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment No. 1 to the Salinas Valley Solid Waste Authority, Joint Powers Agreement dated January 1, 1997.

EFFECTIVE DATE: This Agreement shall be deemed effective and in full force and effect on January 1, 2009.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date evidenced below:

ATTEST: [Signature] CITY OF SALINAS
CITY CLERK

APPROVED AS TO FORM: BY: [Signature]
MAYOR

[Signature] DATE: 8/11/2011
ASST. CITY ATTORNEY

ATTEST: [Signature] CITY OF GONZALES
CITY CLERK

APPROVED AS TO FORM: BY: [Signature]
MAYOR

[Signature] DATE: 1-5-09
CITY ATTORNEY

ATTEST: Ann F. Galvin CITY OF GREENFIELD
CITY CLERK

APPROVED AS TO FORM: BY: [Signature]
MAYOR

[Signature] DATE: 2-10-09
CITY ATTORNEY

ATTEST: Erica L. Sonne CITY OF KING
CITY CLERK

APPROVED AS TO FORM: BY: [Signature]
MAYOR

[Signature] DATE: 12/17/08
CITY ATTORNEY

ATTEST: [Signature] CITY OF SOLEDAD

APPROVED AS TO FORM: BY: [Signature]
MAYOR

[Signature] DATE: 1-12-09
CITY ATTORNEY

ATTEST: [Signature] COUNTY OF MONTEREY
CLERK OF THE BOARD OF SUPERVISORS DATE: 6-8-10

APPROVED AS TO FORM: BY: [Signature]
CHAIR OF THE BOARD OF SUPERVISORS

[Signature] DATE: May 26, 2010
COUNTY COUNSEL
Deputy

ATTEST:  SALINAS VALLEY SOLID WASTE AUTHORITY
CLERK OF THE BOARD
Elia Zavala

APPROVED AS TO FORM:

BY: 
CHAIR OF THE BOARD
OF DIRECTORS


AUTHORITY GENERAL
COUNSEL

DATE: 10-16-2008

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: June 8, 2010 – Consent	AGENDA NO.:
SUBJECT: Adopt a Resolution to	
<ul style="list-style-type: none"> a. Approve an amendment to Section 12(p), Powers and Functions, of the Salinas Valley Solid Waste Authority Joint Powers Agreement relating to the types of materials that must be delivered to solid waste processing facilities within the boundaries of the Salinas Valley Solid Waste Authority, and to the certification of third-party solid waste processing facilities; b. Authorize the Chair of the Board of Supervisors to sign the amendment; and c. Direct the Clerk of the Board of Supervisors to transmit the executed amendment to the Salinas Valley Solid Waste Authority. 	
DEPARTMENT: Health – Environmental Health Bureau	

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution to:

- a. Approve an amendment to Section 12(p), Powers and Functions, of the Salinas Valley Solid Waste Authority Joint Powers Agreement relating to the types of materials that must be delivered to solid waste processing facilities within the boundaries of the Salinas Valley Solid Waste Authority, and to the certification of third-party solid waste processing facilities;
- b. Authorize the Chair of the Board of Supervisors to sign the amendment; and
- c. Direct the Clerk of the Board of Supervisors to transmit the executed amendment to the Salinas Valley Solid Waste Authority.

SUMMARY:

Monterey County is a member of the Salinas Valley Solid Waste Authority (SVSWA), a joint powers authority created by a Joint Powers Agreement (JPA) and charged to provide solid waste management services to Salinas Valley jurisdictions. On October 16, 2008, the SVSWA Board voted to amend Section 12(p), Powers and Functions, of the JPA to clarify the types of materials that must be delivered to disposal and processing facilities within the boundaries of the SVSWA. Amended Section 12(p) also allows the SVSWA Board to certify third-party processing facilities to assist the SVSWA to achieve its waste diversion goals. The Director of Health agrees with the rationale behind the amendment and therefore recommends that the Board approve amended Section 12(p) of the JPA. By prior approval on April 6, 2010, the Chair of the Board of Supervisors was authorized to sign an amendment to delete Section 18, Land Use Restrictions, of the JPA. Final action regarding deletion of Section 18 is still pending with the City of Salinas.

DISCUSSION:

In 1997, the Salinas Valley Solid Waste Authority was formed as a joint powers authority with a membership comprised of Monterey County and the cities of Salinas, Gonzales, Soledad, Greenfield, and King City. The SVSWA is responsible for providing secure long-term solid waste management services to its members.

Section 12(p) JPA, entitled “Powers and Functions,” requires that all solid waste generated within the boundaries of the SVSWA, and that is collected by its members’ franchised waste hauler(s), be delivered to the solid waste facilities as directed by the SVSWA Board.

On October 18, 2008, the Board of Directors of the SVSWA adopted a resolution to amend Section 12(p) of the JPA (SVSWA Resolution No. 2008-50, attached as Exhibit B) to:

- clarify the definition of solid waste to include construction and demolition debris, yard and wood waste, concrete, asphalt and other materials as identified by the SVSWA Board, and

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Resolution No: 10 – 241

- a. Approve an amendment to Section 12(p), Powers and Functions, of the Salinas Valley Solid Waste Authority Joint Powers Agreement relating to the types of materials that must be delivered to solid waste processing facilities within the boundaries of the Salinas Valley Solid Waste Authority, and to the certification of third-party solid waste processing facilities;
- b. Authorize the Chair of the Board of Supervisors to sign the amendment; and
- c. Direct the Clerk of the Board of Supervisors to transmit the executed amendment to the Salinas Valley Solid Waste Authority.

WHEREAS, the County of Monterey is a member of the Salinas Valley Solid Waste Authority (SVSWA), a joint powers authority established by that certain Joint Powers Agreement between the City of Gonzales, the City of Greenfield, the City of King, the City of Soledad, and the County of Monterey creating the Salinas Valley Solid Waste Authority (effective January 1, 1997) (hereafter "Joint Powers Agreement");

WHEREAS, Section 12(p) of the Joint Powers Agreement requires solid waste materials to be collected by franchised waste haulers and delivered to processing facilities as directed by the Salinas Valley Solid Waste Authority;

WHEREAS, on October 16, 2008, the SVSWA Board of Directors approved an amendment to Section 12(p) of the Joint Powers Agreement to clarify the definition of solid waste to include construction and demolition debris, yard and wood waste, concrete, asphalt and other materials as identified by the SVSWA Board;

WHEREAS, on October 16, 2008, the SVSWA Board of Directors concurrently approved an amendment to Section 12(p) of the Joint Powers Agreement to allow certified third-party solid waste processing facilities to receive waste generated within the boundaries of the SVSWA and collected by its members' franchised waste hauler(s);

WHEREAS, the SVSWA Board of Directors subsequently approved additional policy language to establish criteria by which a third-party solid waste processing facility could be certified to receive waste generated within the boundaries of the SVSWA and collected by its members' franchised waste hauler(s);

WHEREAS, an affirmative vote of the governing bodies of each of the parties to the JPA is required to amend the JPA;

WHEREAS, Gonzales, Soledad, Greenfield and King City have already approved the amendment.