

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND
CITY OF FORT BRAGG FOR CASPAR LANDFILL AND SOLID WASTE
TRANSFER STATION**

This Joint Powers Agreement (hereinafter, "Agreement") is made and entered into on this 25th day of January, 2011, between the County of Mendocino (hereinafter, "County") and the City of Fort Bragg (hereinafter "City"):

WHEREAS, County and City are authorized to enter into an agreement for joint exercise of any common power under Sections 6500 et. seq. of the California Government Code; and

WHEREAS, County and City are each authorized to provide for solid waste disposal services to their residents and businesses; and

WHEREAS, County and City jointly own 60 acres, more or less, in the Caspar area at the terminus of Prairie Way, also known as Assessor's Parcel Numbers 118-50-010 and 118-50-011 (hereinafter "Caspar property"); and

WHEREAS, County and City first entered into a joint powers agreement for use of the Caspar property for solid waste disposal purposes on or about October 31, 1967, amended the agreement on August 25, 1970, enacted a new joint powers agreement on August 16, 1977, and amended it on October 10, 1978, April 24, 1989, and February 4, 1993; all of which are collectively referred to hereinafter as the "Original Agreement," and

WHEREAS, pursuant to the Original Agreement, County and City used the Caspar property for solid waste landfill purposes from 1968 to 1992, and thereafter have used the Caspar property for a solid waste transfer station; and

WHEREAS, County and City wish to terminate the Original Agreement and adopt a new joint powers agreement for clarity and to respond to new circumstances.

NOW THEREFORE BE IT RESOLVED, that County and City, for and in consideration of the mutual agreements herein stated and the performance thereof, and for other valuable and adequate consideration, do hereby agree for and on behalf of themselves and their successors in interest as follows:

1. The Original Agreement is hereby terminated and replaced by this Agreement.
2. Costs for the continuing post-closure management, maintenance and repair of the closed Caspar solid waste landfill are the joint responsibility of County and City. Any costs for corrective action which are mandated by federal, state or local regulatory authorities, which exceed the financial resources already dedicated by County and City for post-closure functions, shall be paid equally by County and City.
3. County shall manage all post-closure maintenance, monitoring and reporting requirements for the closed Caspar solid waste landfill (California Solid Waste Information System #23-AA-0003). County shall prepare an annual fiscal year budget for post-closure and submit it by May 1 of each year to City for comment and review. If City disagrees with the proposed budget, City shall request a meeting with County to resolve any disagreements. County shall submit to City and City shall pay an annual invoice that shall provide detailed documentation of all expenditures and City and County shall each be responsible for 50% of the previous fiscal year's post-closure expenditures. Both parties acknowledge that unforeseen events, such as winter storm damage, slide or collapse, can occur to closed landfills and that emergency expenditures may be required that cannot be accurately anticipated in an annual budget.
4. County shall enter into a "Caspar Transfer Station Operations Agreement and Lease"(hereinafter, "Operations Agreement") with Solid Wastes of Willits, Inc. to convert the existing Caspar Transfer Station, from County operation to operation by Solid Wastes of Willits, Inc. City has reviewed and approved the Operations Agreement and consents to it in all respects that affect City's rights, powers, ownership, interests and liabilities. The Operations Agreement is attached hereto as Exhibit A. Any amendments to the Operations Agreement that pertain to the Caspar Transfer Station will require the prior written consent of City and County, including, but not limited to, changes in destinations of materials received at the transfer station.

5. The Operations Agreement specifies that the operator shall pay a specified amount of money to County per cubic yard of solid waste and recyclables entering Caspar Transfer Station as rent for the use of the property. The amount of the rent, and any change thereto, must be mutually agreed to by City and County. The proceeds from rent will be held in a dedicated account by the County to be used for site improvements at Caspar Transfer Station or development of a new transfer station facility in the greater Fort Bragg area, and disbursements from this account shall be made with mutual consent of City and County.
6. Replacement or expansion of the Caspar Transfer Station is necessary to accommodate commercial solid waste collection trucks and allow long-haul direct transfer to a destination landfill. County and City shall cooperate in a siting and development project to provide such an expanded facility, either at the Caspar property or another site, and shall amend this Agreement as necessary to implement the expansion.
7. Any future change in use of the Caspar property, change in management or disposition of the closed landfill, or sale of the property or portions thereof shall require consent of both City and County.
8. A Joint Coordinating Committee consisting of two City Council members appointed by the City Council and two County Supervisors appointed by the County Board of Supervisors, augmented by staff from County and City, shall meet as necessary to review the budget and operations of Caspar Transfer Station under private operation, the post-closure of Caspar landfill, the project to expand transfer station facilities, and other issues concerning this Agreement. The Joint Coordinating Committee shall serve in an advisory capacity to the Board of Supervisors and City Council and shall comply with the provisions of the Brown Act.
9. This Agreement shall continue in effect unless written notice of withdrawal shall have been served by one party upon the other not less than one year in advance of the termination date. In case of termination:
 - (A) County and City responsibility for post-closure maintenance, repair and monitoring of the closed Caspar Landfill, as stated herein, shall continue to be managed and assigned in accordance with section 3, above.
 - (B) The Operations Agreement shall be unaffected regarding Caspar Transfer Station, for any remaining term of the Operations Agreement.

(C) Except for the activities described in subsections 9(A) and 9(B) above, neither party will make any use of the Caspar property that is not approved in writing by the other party, except that neither party shall unreasonably deny the other party authorization to continue operation of a self-haul transfer station at the Caspar site if no other self-haul disposal site exists in the greater Fort Bragg coastal area.

IN WITNESS WHEREOF, County and City, by their duly authorized representatives, have executed this Joint Powers Agreement on the day and year first above written.

COUNTY OF MENDOCINO

Kendall Smith

Chair, Board of Supervisors

Date: JAN 25 2011

ATTEST:

[Signature] Deputy
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Jeanine Nagel
County Counsel

I hereby certify that according to the provisions of Government Code sections 25103, delivery of this document has been made.

CARMEL J ANGELO
Clerk of the Board

By: [Signature]
Deputy

CITY OF FORT BRAGG

Linda Ruffing
Linda Ruffing
City Manager

Date: 2.1.11

ATTEST:

Cynthia M. VanWormer
Cynthia M. VanWormer, CMC
City Clerk

APPROVED AS TO FORM:

[Signature]
Michael Gogna
City Attorney