

**RESOLUTION NO. 2645**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF AN INTERAGENCY  
AGREEMENT BETWEEN THE CITY OF SOLEDAD  
AND THE SALINAS VALLEY SOLID WASTE  
AUTHORITY AND RATIFYING PREVIOUS  
COUNCIL AND CITY ACTION  
CONCERNING SUCH  
AGREEMENT**

**WHEREAS**, it was previously believed that the City of Soledad entered into an Interagency Agreement with the Salinas Valley Solid Waste Authority, in or around February of 1997, to account for the City's fair share of the tipping fee surcharge at Authority owned landfills; and

**WHEREAS**, on June 18, 1997, by way of Resolution No. 2593, the City Council authorized an amendment to the previously referenced Interagency Agreement to accommodate a change in the tipping fee surcharge at the Johnson Canyon Landfill; and

**WHEREAS**, while City believes that the June 18th amendment clearly reflects City's intent to abide by the terms of the original Interagency Agreement, and relates back thereto, a question has arisen as to whether the City Council ever took formal action with respect to the original Interagency Agreement; and

**WHEREAS**, the City wishes to resolve any doubts with respect to City's authorization to enter into an Interagency Agreement with the Salinas Valley Solid Waste Authority, and further wishes to ratify all actions taken by the City with respect to compliance with said agreement from the period of February of 1997 forward.

**NOW, THEREFORE**, the City Council of the City of Soledad does resolve as follows:

1. The City Manager is duly authorized to execute the "Interagency Agreement Between the City of Soledad and the Salinas Valley Solid Waste Authority," a true copy of which is attached hereto as Exhibit "A."
2. The City Council hereby Rescinds Resolution No. 2593 and the "Amendment to Interagency Agreement Between the City of Soledad and the Salinas Valley Waste Authority," since the new Interagency Agreement set forth in Exhibit A incorporates the language of the previously executed amendment.
3. The City Council hereby ratifies all actions taken by the City Council, the City Manager and City staff with respect to the City's commitments as set forth in both the original Interagency Agreement and Amendment thereto, as referenced in Resolution No. 2593.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 19th day of November, 1997, by the following vote:

AYES, and in favor thereof, Councilmembers: Ben Jimenez, Jr., Fred Ledesma,  
Richard Ortiz, Mayor Pro Tem Gary Gerbrandt

NOES, Councilmembers: None

ABSENT, Councilmembers: Mayor Fabian Barrera

  
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

  
CITY CLERK OF THE CITY OF SOLEDAD

INTERAGENCY AGREEMENT BETWEEN THE CITY OF SOLEDAD  
AND THE SALINAS VALLEY SOLID WASTE AUTHORITY

THIS AGREEMENT is made and entered this 19<sup>th</sup> day of November, 1997, by and between the City of Soledad (the "CITY") a municipal corporation and the Salinas Valley Solid Waste Authority (the "AUTHORITY"), a joint exercise of powers entity.

RECITALS

WHEREAS, on December 2, 1996, the City Council of the City of Soledad adopted by resolution and thereby approved a 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 is vested with the responsibility of determining fees and charges necessary for proper management of AUTHORITY-owned landfills; and

WHEREAS, the AUTHORITY initially established a new tipping fee surcharge of \$23 per ton at the Johnson Canyon and Lewis Road landfills and a \$19 tipping fee surcharge at the Jolon Road landfill; and

WHEREAS, effective March 1, 1997, the disposal (tipping) fee at Johnson Canyon Landfill was increased to \$39 per ton; and

WHEREAS, the CITY and the AUTHORITY have previously taken action to enter into an agreement to ensure that appropriate payments are made from the CITY to the AUTHORITY to account for the CITY's fair share of this surcharge, including CITY's adoption of Resolution 2593 by which CITY agreed to the execution of an Amendment of an Interagency Agreement between the City of

Soledad and the Salinas Valley Waste Authority; and

WHEREAS, CITY now wishes to take action to execute a new agreement and ratify all past actions of CITY with respect to its prior commitments pursuant to the Interagency Agreement and its Amendment.

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

#### SECTION 1. RECITALS TRUE

The Recitals set forth above are true and correct.

#### SECTION 2. CITY PAYMENTS TO AUTHORITY

2.1. Tipping Fee Surcharge. From March 1, 1997, for each ton of CITY solid waste disposed by the CITY's franchise collector in the AUTHORITY-owned Johnson Canyon Landfill, the CITY agrees to pay to the AUTHORITY eighty percent (80%) of the tipping fee surcharge collected.

2.2 City Payment. Beginning July 1, 1997, based on information provided by its franchised solid waste collector, the CITY agrees to prepare and submit to the AUTHORITY bi-monthly payments listing the tonnage disposed by the CITY during the bi-monthly period and the amount of the payment due to the AUTHORITY.

2.3 Authority Verification of Invoices. Either party shall have the right to verify the accuracy of each payment by requesting additional information and/or documentation from the other party and/or the franchised solid waste collector. Failure to reconcile may be appealed to the AUTHORITY Board.

#### SECTION 3. 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 4. TERMINATION

This agreement shall be terminated on January 1, 1998, unless extended by mutual agreement of the parties.

SECTION 5. NOTICE

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

CITY: City of Soledad  
248 Main Street  
Soledad, CA 93960  
ATTN: Belinda Espinosa-City Manager

AUTHORITY: Salinas Valley Solid Waste Authority  
c/o County of Monterey  
Office of the County Counsel  
240 Church Street, Suite 214  
Salinas, CA 93902

ATTN: Douglass C. Holland- Authority Counsel

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 6. LEGAL CHALLENGE - ENFORCEABILITY

CITY 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 7. AMENDMENTS

Amendments or modifications to this agreement shall be in writing and

executed by all parties.

SECTION 8. ENTIRE AGREEMENT

This agreement, and any attachments hereto, constitute the entire agreement and understanding between the CITY 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:

Bue  
CITY CLERK

CITY OF SOLEDAD

F. H. B.  
MAYOR

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY, CITY OF SOLEDAD

ATTEST:

\_\_\_\_\_  
CLERK OF THE AUTHORITY

SALINAS VALLEY SOLID  
WASTE AUTHORITY

\_\_\_\_\_  
CHAIR OF THE BOARD OF  
DIRECTORS

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNSEL OF THE AUTHORITY