



RESOLUTION No. 97523

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

(A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT OR AGREEMENT)

BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chairman of the Board of Supervisors be and he is hereby authorized to execute, on behalf of the County of Nevada, that certain Memorandum of Understanding

dated the 9th day of December, 1997, and between said County and Placer County

pertaining to disposal of waste from eastern Nevada County at the Placer County Eastern Regional Landfill.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of December, 1997, by the following vote of said Board:

Ayes: Supervisors Peter Van Zant, Karen Knecht, Fran Grattan, Rene Antonson, Sam Dardick.
Noes: None.
Absent: None.
Abstain: None.

ATTEST;

CATHY R. THOMPSON

Clerk of the Board of Supervisors

By Cathy R. Thompson

Rene W. Antonson
Chairman

DATE	COPIES SENT TO
12-10-97	Placer County c/o Wm. Zimmerman
1-15-98	DOTS <u>BTM</u>
	A-C <u>SP</u>
File:	310.4075 001 ZM:jm

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into on this 9th day of December 1997, by and between the County of Nevada, a political subdivision of the State of California, and the County of Placer, a political subdivision of the State of California, which parties agree as follows:

RECITALS

WHEREAS, the Nevada County Local Agency Formation Commission adopted Resolution 92-01 Making Determinations and Approving the Proposed Incorporation of the Town of Truckee and Reorganization of County Service Areas which required the solid waste services, rights, parcel charges and duties of County Service Areas 4, 5, 6, 8, 9, 10, 11, 19, and 35 to be transferred and consolidated into County Service Area 7 and names County Service Area 7 as the successor Agency for Solid Waste Services for the Town of Truckee; and

WHEREAS, the County has entered into a Franchise Agreement with Tahoe Truckee Disposal Company, Inc. to provide service for both the incorporated and unincorporated areas of eastern Nevada County; and

WHEREAS, under the terms of this agreement Nevada County reserves the right to transfer the franchise agreement to the Town of Truckee at its sole discretion; and

WHEREAS, Nevada County requires for the health and welfare of its citizens of eastern Nevada County and the Town of Truckee, the continued use of Placer County Eastern Regional Sanitary Landfill owned and operated by Placer County; and

WHEREAS, solid waste from the Town of Truckee and the unincorporated area of eastern Nevada County has been disposed of at the Eastern Regional Landfill since 1972; and

WHEREAS, Placer County exchanged land with the United States Forest Service to acquire the existing site and an additional 185 acres for the continued use of the site as a solid waste landfill, transfer station, materials recovery facility, and other uses as deemed appropriate by Placer County; and

WHEREAS, on November 1, 1994, Placer County has closed the landfill and opened a materials recovery facility at the site on Cabin Creek Road off State Route 89 for disposal of refuse, recycling, hazardous waste disposal services and other uses as deemed appropriate by Placer County; and

WHEREAS, Nevada County acknowledges that Placer County has incurred a long-term liability by operating the Eastern Regional Landfill (ERL) which includes constructing and operating the materials recovery facility and the closure and post-closure maintenance of the landfill which will extend at least thirty (30) years; and

WHEREAS, Nevada County acknowledges that residents and businesses of incorporated and unincorporated areas of eastern Nevada County who use the ERL should pay their fair share

of the cost of operating and maintaining the facilities, and other reasonable costs associated with the remediation of damages and any liability associated therewith; and

WHEREAS, it is both Nevada County's and Placer County's desire to establish an overall framework whereby Placer County will continue to receive the solid waste from eastern Nevada County barring any unforeseen circumstances beyond either parties' control; and

WHEREAS, financing expensive solid waste facilities is only possible when a steady waste stream is committed to the facilities; and

WHEREAS, Nevada County wishes to support the new solid waste handling and diversion facilities.

NOW, THEREFORE, BE IT RESOLVED THAT THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DUTIES AND RESPONSIBILITIES

COUNTY OF NEVADA, for its part, shall:

- a) At such time, and to the extent Nevada County is allowed to do so, regulated by State and Federal decisional or statutory law, require its franchise hauler and its own collection vehicles to send all wastes collected within eastern Nevada County to the Eastern Regional Landfill, and to pay such charges as may from time to time be in effect for all customers for waste disposal. The "Eastern Regional Landfill" includes all the facilities located on Cabin Creek Road.
- b) Cooperate with Placer County in the establishment of such programs as are necessary in order that the respective jurisdictions will meet their diversion goals as established by applicable State law (reference here is to the Integrated Waste Management Act of 1989 as amended).

PLACER COUNTY, for its part, shall:

- a) Continue to operate the Eastern Regional Landfill in conformance with all applicable Federal, State and local laws and regulations.
- b) Continue receiving solid waste from the incorporated and unincorporated areas of eastern Nevada County.
- c) Contract for or provide any required engineering services for any construction design, surface water and ground water quality monitoring.
- d) Provide appropriate insurance coverage for the site including, but not limited to, environmental pollution insurance and name the County of Nevada and the Town of Truckee as an additional insured or co-insured on the Placer County liability policy.
- e) Maintain the appropriate financial assurance mechanism for the closure and post-closure of the landfill as required by applicable State and Federal laws.

- f) Work with the landfill operator to develop facilities and programs which shall:
- Help all landfill customers achieve diversion goals established by the State of California.
 - Provide the public a legal and convenient transfer point for household hazardous wastes. The cost for this service shall be funded through gate fees.
 - Ensure that an accounting system is established to accurately report diversion credits by jurisdictions.
- g) Fees for the use of the ERL will be the same for both Placer and Nevada County customers.
- h) Maintain a proper accounting on an accrual basis and an annual audited financial statement, in accordance with generally accepted accounting principles, accurately reflecting the business done under this Agreement.
- i) Insure that all funds collected for services at the ERL be utilized in the operation of said facility, and not co-mingled with other Placer County enterprise accounts or funds.

BOTH PARTIES shall:

- a) Meet on a quarterly basis to discuss significant solid waste collection and disposal issues, particularly those which affect either party's use of the ERL facilities.
- b) Cooperate to the fullest possible extent to keep hazardous waste from entering the waste stream by educating the public, offering appropriate disposal options, and instituting load-checking programs.

2. TERM:

This agreement shall expire twenty (20) years from the date of signing unless terminated earlier under the following circumstances:

Nevada County, at any time, may reopen discussions on its terms if tipping fees for refuse disposal at the ERL are increased more than (a) ten percent (10%) above the Consumer Price Index-California in any one year, or (b) twenty-five percent (25%) above the Consumer Price Index-California for any 3-year period. If Nevada County is not satisfied with the results of these negotiations, it may terminate this agreement by sending a certified letter to Placer County's designated representative stating its intention to cease hauling wastes to the site. In no case may Nevada County cease hauling its normal waste load to ERL without first terminating this agreement and providing Placer County with at least six (6) months notice.

At any time after the third complete year of operating under this agreement, Placer County may terminate this agreement if all of the following situations occur: (a) a viable

disposal site outside of the County of Placer cannot be found for Eastern Regional wastes; (b) Placer County is forced to utilize the Western Regional Sanitary Landfill; and (c) the Western Placer Waste Management Authority does not approve acceptance of waste for eastern Nevada County including the Town of Truckee.

3. AMENDMENT:

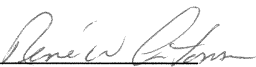
This agreement may be amended or modified only by written consent of both parties.

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

APPROVED AS TO FROM:
COUNTY COUNSEL

By: 

APPROVED BY
COUNTY OF NEVADA

By: 

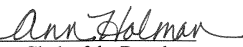
ATTEST:


Clerk of the Board

APPROVED AS TO FORM
PLACER COUNTY COUNTY COUNSEL

BY: 

ATTEST:

By: 
Clerk of the Board

APPROVED BY
COUNTY OF PLACER

By: 