

BOS AGREEMENT NO. 11-007-A2

SECOND AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 11-007, JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND CITY OF FORT BRAGG FOR CASPAR LANDFILL AND SOLID WASTE TRANSFER STATION

This Second Amendment to Board of Supervisors Agreement Number (No.) 11-007, Joint Powers Agreement between the County of Mendocino and City of Fort Bragg for Caspar Landfill and Solid Waste Transfer Station (hereinafter, "Agreement"), is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CITY OF FORT BRAGG, a political subdivision of the State of California, hereinafter referred to as "CITY," the date this Amendment is fully executed by all parties.

WHEREAS, COUNTY and CITY entered into the Agreement on January 25, 2011, to revise and update their relationship concerning the Caspar Landfill, Caspar Solid Waste Transfer Station (hereinafter, "Transfer Station") and solid waste disposal generally in the greater Fort Bragg area; and

WHEREAS, Section 5 of the Agreement stipulates that rent proceeds collected from the Transfer Station operator will be held in a dedicated account by the County to be used for site improvements at the Transfer Station or development of a new transfer station facility in the greater Fort Bragg area; and

WHEREAS, between 2011 and 2022, the rent proceeds were held in an account by the Mendocino Solid Waste Management Authority, the previous contracted solid waste director for COUNTY, and in 2022 were transferred to an account held by CITY; and

WHEREAS, it is necessary and appropriate to update the Agreement to accurately reflect the location the rent proceeds are being held; and

WHEREAS, between 2013 and 2016, a site was selected for development of a new solid waste transfer station near Fort Bragg, and an environmental impact report was prepared and certified for the project; and

WHEREAS, on September 19, 2016, the First Amendment to the Agreement was entered into between COUNTY and CITY, adding Section 10 which stipulated how COUNTY and CITY would cooperate in development and operation of the selected new transfer station site; and

WHEREAS, subsequent to the execution of the First Amendment to the Agreement, the three-way land swap necessary for the acquisition of the selected transfer station site fell through, rendering the project infeasible; and

WHEREAS, it is appropriate to remove the provisions added by the First Amendment to the Agreement since the previously envisioned project is not moving forward; and

WHEREAS, upon execution of this document by COUNTY and CITY, this document will become part of the aforementioned Agreement and shall be incorporated therein.

NOW, THEREFORE, the COUNTY and the 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. Section 5 of the Agreement is hereby amended to read as follows:

“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 City 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.”

2. Section 10 of the Agreement is hereby deleted in its entirety.

All other terms and conditions of BOS Agreement No. 11-007 shall remain in full force and effect.

IN WITNESS WHEREOF

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 07/23/2024

CITY OF FORT BRAGG

By: Bernie Norvell
BERNIE NORVELL, Mayor
CITY COUNCIL

Date: 6/26/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Darcie Antle
Deputy 07/23/2024

ATTEST:

City Clerk

By: Diana Sanchez
383A7A99E154B2...

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

DARCIE ANTLE, Clerk of said Board

By: Darcie Antle
Deputy 07/23/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Maureen Mulheren
COUNTY COUNSEL

Date: 05/15/2024

CITY ATTORNEY REVIEW:

APPROVED AS TO FORM:

By: Baron J. Bettenhausen
CITY ATTORNEY

Date: 6/26/2024

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 05/15/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 05/15/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____