AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF BUTTE, THE CITY OF BIGGS AND THE TOWN OF PARADISE EXPANDING THE BUTTE REGIONAL WASTE MANAGEMENT AUTHORITY TO INCLUDE THE CITY OF GRIDLEY

This Integrated Waste Management Agreement is made and executed by the County of Butte, a political subdivision of the State of California ("County") and the City of Biggs, the City of Gridley and the Town of Paradise, municipal corporations ("Cities"), all of which are collectively referred to as "Participants", joining these jurisdictions as the Butte Regional Waste Management Authority ("Regional Agency"), for a unified effort to meet the requirements of the Integrated Waste Management Act of 1989 (the "Act").

WHEREAS, the integrated waste management programs and actions of County and Cities are regulated by the California Integrated Waste Management Board (hereinafter referred to as CIWMB); and

WHEREAS, County and Cities are normally each responsible to CIWMB as individual jurisdictions for mandates and restrictions applied to the generation and disposal of solid waste; and

WHEREAS, the Integrated Waste Management Act of 1989 and regulations promulgated thereunder provide for the formation of a regional agency pursuant to Chapter 5 (commencing with Section 6500) of the Government Code and Article 3 (commencing with Section 40970) of Chapter 1 of Part 2 of Division 30 of the Public Resources Code; and

WHEREAS, County and Cities seek to comply with the requirements of the Act that all California jurisdictions establish and implement programmed objectives to divert recyclable and recoverable materials from the waste stream. Moreover, it is the intent of Participants to cooperate with each other as provided in this Agreement so as to carry out, in an efficient manner, these objectives; and

WHEREAS, County and Cities seek to achieve accuracy, efficiency and consistency in solid waste disposal, diversion activities, disposal and diversion reporting and solid waste management programs; and

WHEREAS, it has been deemed most accurate and efficient to report solid waste disposal and diversion as a region; and

WHEREAS, solid waste management programs and diversion activities are more efficient and more consistent with each other when coordinated amongst the Participants.

NOW THEREFORE THE PARTICIPANTS AGREE AS FOLLOWS:

TERMS

1. Membership: The Participants shall unite as a single Regional Agency to be known as the Butte Regional Waste Management Authority. The member jurisdictions of the Regional Agency shall be the County of Butte, the City of Biggs, the City of Gridley and the Town of Paradise. The Coordinating Agent for Regional Agency actions shall be the County of Butte, Department of Public Works, 7 County Center Drive, Oroville CA 95965.

2. Functions:
   a. Primary Functions: The primary functions of the Regional Agency, as determined by the Participants, are to: Update the Regional Agency Integrated Waste Management Plan (RAIWMP); regionalize solid waste disposal and diversion reporting to the CIWMB; implement and regionalize public education programs in the areas of source reduction, recycling, composting, and Household Hazardous Waste; and to apply for, receive and administer grants for the purpose of implementing the Participants' solid waste management programs.
   b. Additional Function: An additional function of the Regional Agency is to provide a forum for discussing and recommending ways to coordinate waste management programs and diversion activities between the Participants. Any two or more Participants, by action of their respective legislative bodies, may elect to collaborate on other solid waste and diversion programs.

3. Funding Sources:
   a. Primary Funding: The County's Neal Road Landfill Management Fund will provide funding for programs implemented pursuant to this Agreement. Funding for the County's Neal Road Landfill Management Fund is obtained from the County surcharge on waste disposal at the County designated disposal site. In order to insure adequate and equitable program funding, the Participants agree to contribute to the funding for the County's Neal Road Landfill Management Fund by directing and designating, through contract or other means permitted in accordance with law, that waste generated within their jurisdictional boundaries will be delivered to a County designated disposal site or, when designated by County, a Materials Recovery Facility. The current County designated disposal site is the Neal Road Landfill.
   b. Supplemental Funding: Supplemental funding for program implementation and administration may be available through grant programs. The Participants agree that the Regional Agency will apply for grants as a whole and will administer the grants equitably amongst the Participants.
   c. Compliance with Government Code: The Regional Agency shall satisfy the requirements of Government Code Section 6500 et. seq. relating to finances and audits by complying with the operating requirements applicable to the Neal Road Landfill Enterprise Fund.

4. Planning Requirements: Each Participant in the Regional Agency has previously submitted an individual Source Reduction and Recycling Element (SRRE), a Household Hazardous Waste Element (HHWE), a Non-Disposal Facility Element (NDFE), a Siting Element (SE), and a Summary Plan (SP) to the California Integrated Waste Management Board. The programs identified in said elements, carried out as planned and combined into the single Regional Agency reporting document, will meet the Regional Agency requirements mandated in Division 30, Part 2, Chapter 6, Article 1 (commencing with Section 41780) of the Public Resources Code.

5. Reporting: The total tonnage of waste diverted from disposal and the total tonnage of waste delivered to permitted disposal facilities for all Participants shall be determined and reported as one entity, the Butte Regional Waste Management Authority.

6. Civil Penalties: If a Participant fails to meet the requirements imposed by the Act and if said failure results in the imposition by the CIWMB of civil or criminal penalties, fines, forfeitures or expenditures of any nature, the Participant at fault shall pay any civil or criminal penalty, fine, forfeiture, or expenditure of any nature to the extent that such Participant's action caused the violation resulting in the imposition of such civil or criminal penalty, fine, forfeiture, or expenditure of any kind. If the CIWMB determines that the Regional Agency as a whole, or all of the Participants are at fault, each Participant shall be apportioned a share of such civil or criminal penalty, fine, forfeiture, or expenditure of any kind, in direct proportion to its population, using current year population estimates from the State Department of Finance. In determining the County's share, only the residents of the unincorporated parts of the County of Butte shall be included in the calculation of the County's population.

7. Contingency Plan: In the event that this Agreement is terminated, each Participant will be responsible for implementing the programs outlined in its' previously approved Source Reduction Recycling Element, Household Hazardous Waste Element, Non-Disposal Facility Element, Siting Element and Summary Plan.

8. Organization:

   a. Board of Directors: The Regional Agency shall be governed by a Board of Directors (Board) which shall exercise all powers and authority on behalf of the Regional Agency. The Board is empowered to establish its own procedural rules of conduct. The Board may do any and all things necessary to carry out the purposes of this Agreement.

   b. Members: The Board shall consist of one member appointed by the elected governing body of each of the Participants. Upon execution of this Agreement, the governing body of each Participant shall appoint one of its elected members, or a non-member designee in lieu thereof, to serve as a member of the Board, and another of its members, or a non-member designee in lieu thereof, to serve as an alternate member of the Board. An alternate member shall serve in the absence of his or her

regular member. Each member and alternate shall hold office from the first meeting of the Board after his or her appointment until a successor is appointed. Each Board member and alternate shall serve at the pleasure of the appointing governing body of the Participant. Any change in appointment of a member or alternate shall be at the sole determination of the appointing governing body of the Participant.

c. Vote Required: A simple majority vote of all the members of the Board shall be required for all official actions taken by the Board on behalf of the Regional Agency.

9. Procedure for Becoming Member of the Regional Agency: Any city in Butte County may become a Participant to this Agreement by presenting to the Regional Agency Board a resolution of its governing body requesting to become a Participant and agreeing to the terms of this Agreement and all bylaws, resolutions and/or ordinances adopted and approved by the Regional Agency Board. Upon a unanimous affirmative vote of the Regional Agency Board approving the request, such city shall become a Participant and shall have a member on the Board.

10. Withdrawal and Termination of Membership: This Agreement may be terminated by the unanimous written request of the governing bodies of the Participants; provided, however, any Participant may withdraw from this Agreement upon ninety days' prior written notice submitted to the Regional Agency Board. Termination of membership will occur no less than ninety days from the written notice submittal to the Regional Agency Board but will not become effective until the first day of January of the following calendar year. Upon withdrawal from the Regional Agency, the former Participant will become solely responsible for implementing its' selected solid waste management and diversion programs as required by the Act.

11. Termination This Agreement shall be dated the date of the last execution by the Participants (County of Butte, City of Biggs, City of Gridley and Town of Paradise) and shall be effective on the date thereof and shall continue in effect unless and until rescinded or terminated.

12. Indemnification Each party agrees to be responsible for the acts and conduct of its own agents, officers, employees and volunteers, and for the defense of, and payment of defense costs for any and all actions, claims, and demands for damages, losses, or disabilities, that may be asserted by any person or entity arising out of or in connection with such acts and conduct in the performance of this Agreement. As used herein, "defense costs" shall include, but not be limited to, attorney's fees, court costs, and expert witness fees.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF BUTTE

Date

Mary Ann Houx
BRWMA Committee Chair

CITY OF GRIDLEY

Date

Mayor

APPROVED AS TO FORM:
Butte County Counsel

APPROVED AS TO FORM:
Gridley City Attorney