

TEMPORARY EVENT AGREEMENT

THIS TEMPORARY EVENT AGREEMENT (Agreement) is made and entered into as of the last date opposite the signatures below, by and between the County of Monterey, a political subdivision of the State of California, hereinafter called “County” and the SALINAS VALLEY SOLID WASTE AUTHORITY, a California Joint Powers Authority, hereinafter called “HOST”.

In consideration of the covenant and considerations contained herein, and other good and valuable consideration, the parties hereto agree to as follows:

1. TERM.

The temporary event authorized by this Agreement shall commence upon April 28, 2026, and terminate on May 1, 2026.

2. LOCATION.

Crazy Horse Landfill located at 350 Crazy Horse Canyon Road, Salinas, CA 93907 Such real property shall be properly zoned for the event.

3. EXPENSES.

County shall obtain and pay for all permits, licenses, and other local taxes, or use fees which may be required to obtain or pay for, to carry on all of the event’s operations in connection with this temporary event. County shall obtain and pay for portable restroom facilities, trash removal and security, if necessary.

4. OPERATION.

County will hold a Quad-County Pesticide Collection and Disposal event between April 28, 2026, through May 1, 2026, at the Crazy Horse Landfill located at 350 Crazy Horse Canyon Road, Salinas CA 93907. County will contract with a third-party licensed Household Hazardous Waste Collection and processing vendor to provide such services described above and oversee the event.

5. TEMPORARY EVENT COST DISTRIBUTION.

County shall pay all the costs for the temporary event identified within this Agreement and HOST shall pay none of the costs for the temporary event identified within this Agreement.

6. INSURANCE.

County shall maintain for the period specified in item 1 above liability, property damage and Workers’ Compensation Insurance for the operations of the temporary event identified within this Agreement. Said liability insurance shall have a \$5,000,000.00 combined single limit. All principals, agents, and employees of HOST shall be named as Additional Insured, and County shall provide certificates of insurance upon request.

7. CLEAN-UP.

HOST shall not be responsible for any clean-up associated with the temporary event; however, County shall be responsible for the removal of all materials, equipment, and/or any other items it brought to the temporary event identified within this Agreement.

8. LIMITED LIABILITY.

HOST shall not hold County liable for any damages or responsible in any way if County is prevented from exhibiting, playing or operating at the temporary event identified within this Agreement by reason of an Act of God, riot, strike, fire, weather, illness, war, lockouts, energy shortages, labor shortages, or illegality.

9. LIABILITY.

County shall indemnify, defend and hold HOST harmless from any and all liability resulting from the temporary event identified within this Agreement, unless said claim or cause of action arises from the negligence of the HOST, its employees, agents or contractors. Nothing in this section or this Agreement shall waive or alter the HOST's rights, indemnities, or claims requirements established pursuant to state and/or federal law.

10. ATTORNEY FEES.

In the event a legal action is instituted by reason of breach of this Agreement, the party in whose favor final judgment is entered shall be entitled to recover from the other party reasonable attorney fees as fixed by the court entering the final judgment.

11. ELECTRONIC SIGNATURES.

HOST and County agree that this Agreement may be executed electronically with electronic signatures using a system which complies with UETA and ESIGN such as DocuSign and AdobeSign.

12. AUTHORITY.

Any individual executing this Agreement on behalf of the County or the District represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

13. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date opposite the signatures below.

HOST:

Salinas Valley Solid Waste Authority

By: _____
Liz Silva, President

Dated: _____, 2026

ATTEST:

Erika Trujillo, Clerk of the Board

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

Roy C. Santos, General Counsel

Dated: _____, 2026

County:

Agricultural Commissioner's Office

By: _____
Juan Hidalgo
Agricultural Commissioner

Dated: _____, 2026

APPROVED AS TO FORM:

Office of the County Counsel
Susan K. Blich, County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Dated: _____, 2026