



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Jane Parker to:

Agreement No.: A-14655

- a. Approve a Fair Share Agreement between the Salinas Valley Solid Waste Authority and the County of Monterey for the Gloria Road/Iverson Road/Johnson Canyon Road Pavement Rehabilitation Project; and
- b. Authorize the Resource Management Agency Director to sign the Fair Share Agreement.

PASSED AND ADOPTED on this 24th day of March 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

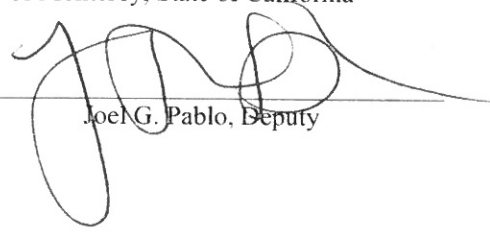
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 24, 2020.

Dated: March 24, 2020

File ID: A 20-054

Agenda Item No.: 36

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joe G. Pablo, Deputy

FAIR SHARE AGREEMENT

This Fair Share Agreement (“Agreement”), by and between the Salinas Valley Solid Waste Authority (“SVSWA”) and the County of Monterey (“County”) is effective as of the last date opposite the respective signatures below to reflect SVSWA’s fair-share portion of improving the alternative access route road conditions to County standards for heavy truck traffic on the designated landfill route sections of Gloria, Iverson and Johnson Canyon Roads.

RECITALS

WHEREAS, on May 30, 2007, County certified an Environmental Impact Report and approved a Use Permit for the Johnson Canyon Landfill (Project No: PLN060239, EIR: SCH#200021027); and

WHEREAS, mitigation/conditions for the Johnson Canyon Landfill Use Permit obligates SVSWA to pay its fair share portion of improving the alternative access route road conditions to County standards for heavy truck traffic on Gloria and Iverson Road; and

WHEREAS, on June 18, 2019, County entered into a Memorandum of Understanding (MOU) with the City of Gonzales to complete the Gloria Road/Iverson Road/Johnson Canyon Road Pavement Reconstruction Project (the “Project”); and

WHEREAS, the Project is more particularly described in Exhibit “A” to this Agreement which is attached and incorporated by this reference; and

WHEREAS, County and SVSWA agree that the SVSWA’s fair share portion of such improvements in the unincorporated County will not exceed \$2,300,000.00, of which \$76,206.40 has already been expended by the SVSWA to conduct preliminary engineering evaluation work on the road improvement sections.

NOW, THEREFORE, SVSWA and County agree as follows:

1. SVSWA Responsibilities.

- A. The SVSWA shall pay up to Two Million Three Hundred Thousand Dollars (\$2,300,000.00) to the County for the Project (“SVSWA Contribution”) costs in the unincorporated County, and payable as follows:
 - i. Seventy-six thousand two hundred six dollars and 40 cents (\$76,206.40) previously expended by the SVSWA for pre-engineering roadway evaluations.
 - ii. One Hundred Ten Thousand Dollars (\$110,000.00) within thirty (30) days of execution of this Agreement.
 - iii. Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00) upon the SVSWA’s receipt of the County Director of Transportation signed certification to the SVSWA that the Project is thirty-three percent (33%) completed.
 - iv. Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00) upon the SVSWA’s receipt of the County Director of Transportation signed

certification to the SVSWA that the Project is sixty-six percent (66%) completed.

- v. Balance of SVSWAs funding commitment, not-to-exceed two million three hundred thousand dollars (\$2,300,000.00) in total contribution upon the receipt of the County's execution of the Notice of Completion for the Project.

B. SVSWA agrees to allow the County and its contractors to use the Johnson Canyon Landfill site to stage and store materials for the construction of the Project and provide space for the County to place a temporary County Project field office.

C. SVSWA agrees to make available recycled aggregates that may be stored at the Johnson Canyon Landfill for the purposes of constructing the Project at no additional cost to the Project.

2. County Responsibilities.

A. County shall be responsible for completing the Project, including paying all costs of the Project other than the SVSWA Contribution, soliciting bids for the Project pursuant to the public contracting laws of the State of California, selecting contractors for the Project, managing and inspecting the construction of the Project, disbursing payments for the Project, and performing all future maintenance of the improved County roads. The SVSWA shall not be a party to any agreements with general contractors or subcontractors for work on the Project and shall not be liable to any contractor or subcontractor for the costs of the Project. The SVSWA is expressly not required to pay the County or any other party any money or other consideration for the Project, including but not limited to, any change orders, charges, invoices, or liabilities relating to the Project other than the SVSWA Contribution.

B. Reimbursement of Future Grant Funds and/or Development Fees. If the County receives any grant funds, development fees, user fees or other monies for contribution to or reimbursement of the County's Costs of the Project (collectively, "Funds"), the SVSWA shall be entitled to a proportionate share of such Funds. The share shall be equal to the SVSWAs \$2,300,000.00 Contribution divided by the total cost of the Project, (as determined by adding the cost of all invoices from third parties paid by the County to design and construct the Project), multiplied by the amount of Funds. For example, if the total cost of the Project is \$10,000,000.00, the SVSWA will be entitled to receive twenty-three percent (23%) of any Funds received by the County $\$2,300,000.00/\$10,000,000.00 = 0.23$). The reimbursement of Funds to the SVSWA shall be paid within sixty (60) days of the County's receipt of the Funds.

C. County Representations. The County represents and warrants that the fulfillment of the SVSWA's obligations under this Agreement fully satisfies the SVSWA obligation to pay its fair share of road improvements pursuant to Permit Condition No. 49 of the Johnson Canyon Landfill Conditional Use Permit, without regard to whether the Project is completed.

3. Contact Information.

COUNTY OF MONTEREY

Randy Ishii, Chief of Public Works
Monterey County Resource Management Agency
1441 Schilling Place, Second Floor
Salinas, California 93901
(831) 784-5647
IshiiR@co.monterey.ca.us

SALINAS VALLEY SOLID WASTE AUTHORITY

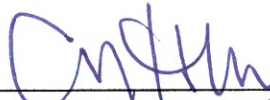
R. Patrick Mathews
General Manager/CAO
Salinas Valley Solid Waste Authority
Gonzales, California 93926
(831) 775-3000
patrickm@svswa.org

4. Entire Agreement. This Agreement contains all agreements and understandings of the parties and supersedes and cancels any and all prior or contemporaneous written or oral agreements, instruments, understandings, and communications of the parties with respect to the subject matter herein.
5. Authority. Each Party executing this Agreement represents and warrants that (i) it has the authority to enter into this Agreement, (ii) the execution and delivery of this Agreement has been duly authorized by the Party pursuant to its formation documents and/or its enabling legislation as applicable, and (iii) upon such execution and delivery this Agreement shall be binding upon and enforceable against each Party.
6. Voluntary Agreement. The Parties each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective party.
7. Amendment. This Agreement shall not be amended, revised, modified or revoked at any time without the written agreement of both parties.
8. Binding Effect. This Agreement shall be binding on the parties, their representatives, successors, and assigns.
10. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the Parties agree that a court of competent jurisdiction in the County of Monterey shall be the sole venue and jurisdiction for the bringing of such action.
11. Counterparts. This Agreement may be executed in several counterparts of which each shall be deemed a duplicate original but all of which shall constitute a single document.

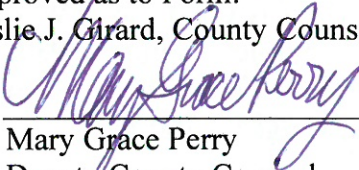
The signature page of each counterpart may be detached from said counterpart and attached to a single document which shall for all purposes be treated as an original. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by all parties. To facilitate execution of this Agreement, the parties may execute and exchange, by facsimile or electronic counterparts, the corresponding signature pages.

IN WITNESS WHEREOF, the County of Monterey and the Salinas Valley Solid Waste Authority execute this Agreement as of the last date opposite the respective signatures below.

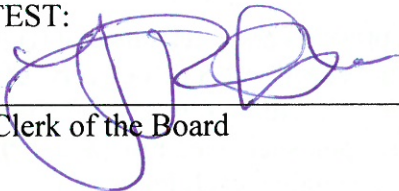
COUNTY OF MONTEREY

By 
Carl P. Holm, RMA Director

Date: 3/27/2020

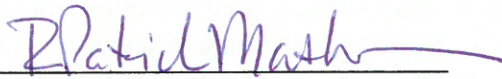
Approved as to Form:
Leslie J. Girard, County Counsel
By 
Mary Grace Perry
Deputy County Counsel

Date: 3-4-2020

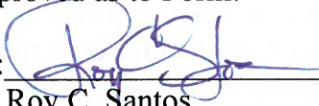
ATTEST:
By 
Clerk of the Board

Date: 3/27/2020

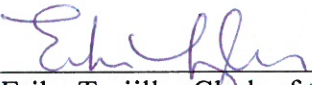
SALINAS VALLEY SOLID WASTE AUTHORITY

By 
R. Patrick Mathews
General Manager/CAO

Date: 1-28-2020

Approved as to Form:
By 
Roy C. Santos
General Counsel

Date: 1/23/2020

ATTEST:
By 
Erika Trujillo, Clerk of the Board

Date: 1/28/2020