

FOURTH AMENDMENT TO
NAPA COUNTY AGREEMENT NO. 33#2,
NAPA CITY AGREEMENT NO. 6536
AND
VALLEJO CITY AGREEMENT NO. _____

SOUTH NAPA WASTE MANAGEMENT AUTHORITY
JOINT POWERS AGREEMENT

THIS FOURTH AMENDMENT to South Napa Waste Management Authority Joint Powers Agreement ("Amendment") is entered into as of this 13 th day of September, 1994, by and between the COUNTY OF NAPA, a political subdivision of the STATE OF CALIFORNIA, the CITY OF NAPA and the CITY OF VALLEJO, municipal corporations (hereinafter referred to collectively as "Members").

RECITALS

WHEREAS, on or about March 17, 1993, the COUNTY OF NAPA and the CITY OF VALLEJO created the South Napa Waste Management Authority (hereinafter referred to as "Authority") pursuant to the South Napa Waste Management Authority Joint Exercise of Powers Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, by the First Amendment of the Agreement, the City of Napa joined the Authority; and

WHEREAS, the Second Amendment of the Agreement, clarified the responsibility of the parties in regard to directing the solid waste stream to the transfer facility; and

WHEREAS, the Third Amendment of the Agreement, resolved the ambiguities related to the acquisition of the American Canyon Sanitary Landfill by the Authority; and

WHEREAS, the Authority now desires to clarify certain aspects of the Agreement having a bearing on the Authority's contract for services for operation of the transfer facility, transportation and disposal of the waste processed at the transfer facility; and

WHEREAS, the Authority has also expressed a willingness to provide lead coordination for an application and oversight of a Recycling Market Development Zone to include the areas of the Members.

NOW, THEREFORE, the Members hereby agree as follows:

1. The foregoing recitals are true and correct.
2. The definition of "SERVICE AREA" contained in SECTION 1, "DEFINITIONS", of Exhibit A of the Agreement, is hereby amended to read as follows:

"SERVICE AREA" means those areas from which the TRANSFER FACILITY will accept SOLID WASTE for processing, transportation, and disposal. The TRANSFER FACILITY need not be located within the SERVICE AREA. The SERVICE AREA shall include all areas within the Cities of Napa and Vallejo and within Napa County Garbage Service Zone One (as defined in the December 18, 1990 Napa County Franchise Agreement No. 882), the unserved areas adjacent to Napa County Garbage Service Zone One, and a portion of Solano County limited to those islands of unincorporated areas completely surrounded by the City of Vallejo and those areas contiguous to the City of Vallejo that are contained in the City of Vallejo's sphere of influence as defined by the Solano County Local Agency Formation Commission. If and when any additional cities join the AUTHORITY pursuant to Section 2.2, the SERVICE AREA shall also include all areas within the joining City or Cities. Until such joinder, the areas within such Cities shall be deemed to be within the SERVICE AREA only as to the self haulers of SOLID WASTE and/or franchised collection companies of SOLID WASTE who have entered into direct agreements with the AUTHORITY to deliver such SOLID WASTE to the TRANSFER FACILITY. The SERVICE AREA may be expanded to include the areas within other jurisdictions which mutually agree with the AUTHORITY to transfer their SOLID WASTE to the TRANSFER FACILITY.

3. A new Subsection 3.5 is hereby added to SECTION 3, "PURPOSE", of Exhibit "A" of the Agreement to read as follows:

3.5 Market Development. The general purpose also includes, but is not limited to, establishment and oversight of a Recycling Market Development Zone, pursuant to the ACT.

4. Subsection 6.2(1) of SECTION 6, "POWERS" of Exhibit "A" of the Agreement is hereby amended to read as follows:

(1) to make and enter into contracts, including contracts with any MEMBER or non-MEMBER, and to assume existing contracts made by any MEMBER relating to the TRANSFER FACILITY;

5. Subsection 6.5 of SECTION 6, "POWERS" is hereby amended to read in full as follows:

6.5 Possible Future Responsibilities and Duties. Upon future approval and agreement by all of the MEMBERS, the AUTHORITY may conduct other related waste management responsibilities and duties, including but not limited to contracting with non-MEMBERS to accept their SOLID WASTE at the TRANSFER FACILITY.

6. A new subsection 6.7 is hereby added to SECTION 6, "POWERS", to read in full as follows:

6.7 Local Governing Body For the purposes of the California Integrated Waste Management Act of 1989 (Public Resources Code section 40000 et seq.) the AUTHORITY will operate as a "Local Government Body" or "Local Governmental Agency" which has the authority to provide solid waste handling services.

7. This Fourth Amendment shall be effective as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date first above written.

COUNTY OF NAPA:

By Fred Negri
FRED NEGRI, Chairman of the Napa
County Board of Supervisors

DATED: SEP 13 1994

By Teri Lisson, Deputy
ATTEST: Clerk of the Napa County
Board of Supervisors

By Robert Westmeyer
APPROVED AS TO FORM: ROBERT
WESTMEYER, Napa County Counsel's Office

CITY OF NAPA:

By Edward Solomon
EDWARD SOLOMON, Mayor of the City of Napa

DATED: Oct 18, 1994

By Fauna Means
ATTEST: Clerk of the City Council of Napa

By Michael M. ...
APPROVED AS TO FORM:
Napa City Attorney

Jed Christensen
Finance Director

CITY OF VALLEJO:

By Anthony Intintoli
ANTHONY INTINTOLI, Mayor of the City of Vallejo

DATED: 10-7-94

By Quinn ...
ATTEST: Clerk of the City of Vallejo

By John ...
APPROVED AS TO FORM: Vallejo City
Attorney

CLERK OF THE BOARD
NAPA COUNTY SUPERVISORS

COUNCIL OF NAPA
BOARD OF SUPERVISORS

APPROVED