

RESOLUTION NO. 92-16

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL PASO DE ROBLES AMENDING THE
MUNICIPAL LANDFILL OPERATIONS AGREEMENT
WITH JOLON ROAD LANDFILL CO., INC. DBA PASO ROBLES
LANDFILL AND AUTHORIZE THE MAYOR TO EXECUTE SAID AMENDMENT

WHEREAS, the City did approve a municipal landfill operations agreement with Jolon Road Landfill Co., Inc. dba Paso Robles Landfill on November 6, 1990; and

WHEREAS, this agreement, specifically sections 7 and 8, provides for the methodology for collecting and distributing landfill revenues between both parties; and

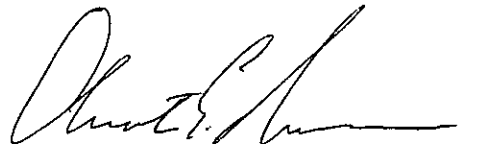
WHEREAS, the City and landfill operator are desirous of amending this methodology to provide additional revenues to the landfill operator without imposing a rate increase upon the user's of the landfill; and

WHEREAS, such a change in the methodology would also expedite accounting for and distribution of said landfill revenues while providing effective audit documentation.

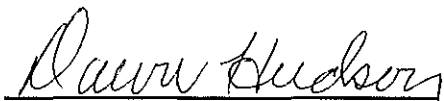
BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the amendment attached herewith as Exhibit "A" between the City of El Paso de Robles and Jolon Road Landfill Co., Inc. dba Paso Robles Landfill is hereby approved, effective February 1, 1992.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 21st day of January, 1992 on the following vote:

AYES: Martin, Picanco, Reneau, Russell and Iversen
NOES: None
ABSENT: None



Christian E. Iversen, Mayor



Dawn Hudson, Deputy City Clerk

AGREEMENT AMENDMENT

FOR OPERATIONS OF SOLID WASTE LANDFILL

THIS AGREEMENT AMENDMENT, made and entered into this 21st day of January, 1992 by and between the City of Paso Robles, a municipal corporation, herein called "CITY" and Jolon Road Landfill Co., Inc. (dba Paso Robles Landfill), herein called "CONTRACTOR".

WHEREAS:

The CITY and CONTRACTOR are desirous of modifying the methodology for the distribution of landfill tipping fee revenues.

NOW, THEREFORE IT IS MUTUALLY AGREED:

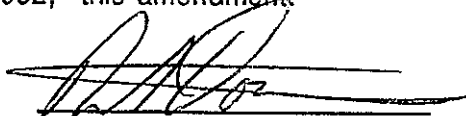
(a) That Section 7 of the current agreement adopted November 6, 1990 and made effective November 16, 1990 shall be replaced in full by the following new Section 7:

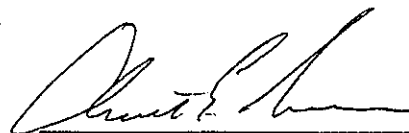
(7) In consideration of the performance of this agreement by the CONTRACTOR, the CITY grants to the CONTRACTOR the right to have and retain from the charges collected from the users of the SITE, an amount equal to fifty percent (50%) of all fees identified in the rate resolution as "total tipping fees". The remaining fifty percent (50%) shall be paid by the CONTRACTOR to the CITY monthly, on or before the fifteenth (15) of the succeeding month. Any amounts that may be extended as credit to users of the SITE by the CONTRACTOR shall be included in the determination of the CITY'S fifty percent (50%) share and the remittance of said determined amount shall be made without regard or adjustment for bad debts or uncollectibles.

(b) That Section 8 of the current agreement adopted November 6, 1990 and made effective November 16, 1990 shall be replaced in full by the following new Section 8:

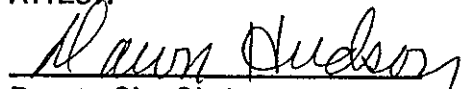
(8) The "total tipping fees" may be modified by resolution from time to time as determined by the City Council and may include charges and assessments as levied by other agencies. Furthermore, the distribution of revenues to the CONTRACTOR and CITY may also be modified by resolution from time to time as determined by the City Council.

IN WITNESS WHEREOF, the parties to this agreement have executed, effective February 1, 1992, this amendment.

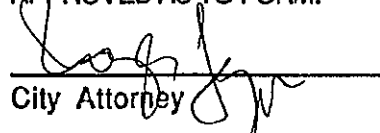

Contractor


Christian E. Iversen, Mayor

ATTEST:


Deputy City Clerk

APPROVED AS TO FORM:


City Attorney

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