

**AGREEMENT FOR COST SHARING OF
GROUND WATER CORRECTIVE MEASURES AND
MONITORING FOR CLASS I AND CLASS III SITES,
JOHN SMITH ROAD LANDFILL**

This agreement is entered into this 7th day of FEBRUARY, 1994, by and between the County of San Benito, a political subdivision of the State of California ("County"), and the City of Hollister, a municipal corporation ("City").

WITNESSETH

WHEREAS, County and City have determined that inefficiency exists in management of the Class I and Class III Landfill sites by separate management of each site and by using the service of separate environmental consultants to carry out similar measures mandated by regulatory agencies for each site;

WHEREAS, it has also been determined that consolidating functions for City/County management of the Class I and Class III sites into one City/County entity and by using the service of one consultant to carry out mandated regulatory actions on the Class I and Class III sites will achieve a considerable saving of revenue;

WHEREAS, County and City have agreed that it is in the public interest of their respective jurisdictions to consolidate the need for consultant services into one firm for Class I and Class III sites and County to coordinate environmental actions of firm.

WHEREAS, County and City desire to engage Golder Associates, Inc. ("Consultant") to conduct mandated environmental actions by reason of its demonstrated competence and professional qualifications in the performance of such services;

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. County will enter into a contract with Consultant to conduct environmental actions as mandated by regulatory agencies for protection of groundwater and other environmental conditions in regards to Class I and Class III sites. Mandated actions on landfill sites are as referenced by conditions contained in Agreement Regarding Hazardous Waste Facility Closure dated April 16, 1984 and Agreement Regarding Class III Disposal Area John Smith Solid Waste Site dated February 20, 1990, each attached hereto as Exhibit "A" and Exhibit "B" respectively and incorporated herein by reference.
2. County and City shall equally share the costs of consultant or consultant successors consistent with agreements referenced in Exhibit "A" and in Exhibit "B".

3. County and City will fully cooperate with Consultant, and shall furnish Consultant with all documentary and other assistance as requested. Copies of monitoring results, reports and pertinent information as a result of actions will be forwarded to City on a timely basis.
4. This agreement is the entire agreement of the parties. There are no understandings, representations or agreements pertaining to this contract except as are expressly stated in writing in this agreement or in any document attached hereto or incorporated herein by reference. Any alterations to or variations of the terms of this agreement shall be invalid unless made in writing and signed by both County and City.
5. Either party may terminate this agreement, without cause, at any time upon giving thirty (30) days advance written notice to the other party. Such notice shall set forth the effective date of the termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

APPROVED AS TO LEGAL FORM


Steven R. Sanders
San Benito County Counsel

Date: 1/25/94

COUNTY OF SAN BENITO

By: 
Mike R. Graves, Chairman
Board of Supervisors

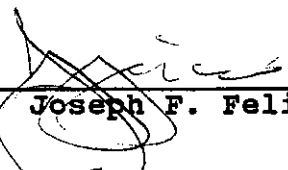
Date: Feb. 1, 1994

APPROVED AS TO LEGAL FORM


William Jennings
Hollister City Counsel

Date: 1/26/94

CITY OF HOLLISTER

By: 
Joseph F. Felice, Mayor

Date: February 7, 1994

DUPLICATE OF ORIGINAL
ON FILE IN THE
OFFICE OF THE CITY CLERK,
CITY OF HOLLISTER

RESOLUTION NO. 94-17

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOLLISTER,
that the Mayor of the City of Hollister be and is hereby authorized
and directed, for and on behalf of the City of Hollister and as its
act and deed to execute the Agreement for Cost Sharing of Ground
Water Corrective Measures and Monitoring for Class I and Class III
Sites, John Smith Road Landfill.

PASSED AND ADOPTED this 7th day of February, 1994, by the
following vote:

AYES: Councilmen Boomer, Irish, Hallberg, Duran, and Mayor Felice.

NOES: None.

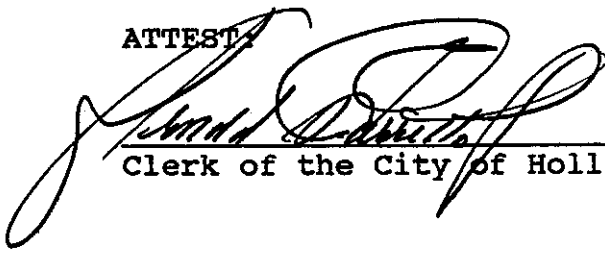
ABSENT: None.

ABSTAINED: None.



Mayor of the City of Hollister

ATTEST:



Clerk of the City of Hollister

AGREEMENT REGARDING
CLASS III DISPOSAL AREA
JOHN SMITH SOLID WASTE SITE

THIS AGREEMENT is made and executed in duplicate at Hollister, California, by and between the CITY OF HOLLISTER, a Municipal Corporation, hereinafter referred to as "City", and the COUNTY OF SAN BENITO, a Political Subdivision of the State of California, hereinafter referred to as "County".

IT IS AGREED between the parties hereto as follows:

1. The purpose of this agreement is to define the rights, duties and obligations of the parties in bringing the Class III disposal area at the John Smith Solid Waste Site situated in the County of San Benito, State of California, (Site) into complete and full compliance with all of the terms, conditions and requirements of that certain Consent Agreement and Final Order made and entered In the Matter of the COUNTY OF SAN BENITO and CITY OF HOLLISTER, Respondents, United States Environmental Protection Agency, Region 9, Docket RCRA 09-84-0016, of that certain action In the Matter of the CITY OF HOLLISTER and THE COUNTY OF SAN BENITO, Respondents, United States Environmental Protection Agency, Region 9, Docket RCRA 09-88-0017, and any subsequent administrative action based on any circumstances occurring in the time period during which the City operated the Site. This agreement does not affect the rights and responsibilities of the parties with respect to present operating expense of the John Smith Dump insofar as the expenses are not related to the administrative proceedings mentioned herein. 87

2. COUNTY shall be the lead agency and shall have complete and exclusive control of, and, except as hereinafter provided, shall be solely responsible for, the terms, conditions and requirements of any order concerning the Site.

3. COUNTY shall assume, be responsible for, and pay one (1/2) of all costs, expenses and fees howsoever incurred, in connection with the bringing of Site into complete and full compliance with all of the terms, conditions and requirements of the above-specified orders.

4. Following the submission of invoices and/or other documents in support thereof, on written demand by COUNTY, CITY shall forthwith pay to COUNTY, without deduction or offset, one half (1/2) of all costs, expenses and fees howsoever incurred, in connection with the bringing to the Site into complete compliance with all of the terms, conditions and requirements of the above specified orders.

5. COUNTY covenants and agrees to indemnify and save harmless CITY from any and all liability, loss, cost, expense, fee and obligation, including, but not limited to, any and all civil or criminal fines, forfeitures or penalties, on account of, or arising out of, the failure of COUNTY to completely and fully comply with all of the terms, conditions, requirements or orders of the administrative proceedings specified in paragraph 1.

6. CITY shall completely and fully cooperate with COUNTY and shall perform and do such acts and things as may be convenient and/or necessary in order to bring the Site into complete and full compliance with all of the terms, conditions and requirements of the above-specified orders.

7. Absent consent by CITY, no costs, expenses or fees, howsoever incurred, in connection with the bringing of the Site into complete and full compliance with all of the terms, conditions and requirements of the administrative actions specified in paragraph 1 by COUNTY shall be used by COUNTY as the basis for, directly, indirectly or in any way, an increase in user or other fees, charges or levies for the use or operation of the Site.

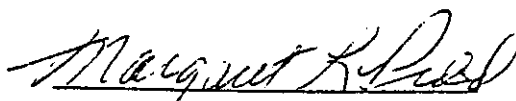
8. This Agreement shall become and be effective from and after the date of execution of this agreement. CITY shall be responsible only for costs expenses and fees paid by COUNTY after the effective date of this agreement.

Dated: 2-20-90

CITY OF HOLLISTER,
A Municipal Corporation

By: 
Greg Light, Mayor
City of Hollister

ATTEST:


Clerk of the City of Hollister

Dated: 1/22/90

COUNTY OF SAN BENITO
A Political Subdivision
of the State of California

By: Curtis R. Graves
Curtis Graves, Chairman
San Benito County Board of Supervisors

ATTEST:

Cleria R. Home
Clerk of the Board of Supervisors
County of San Benito

APPROVED AS TO LEGAL FORM:

Steven R. Sanders
Steven R. Sanders, County Counsel

John H. O'Brien
John H. O'Brien, City Attorney

AGREEMENT
REGARDING
HAZARDOUS WASTE FACILITY CLOSURE

THIS AGREEMENT, made and executed in quadruplicate at Hollister, California, by and between the CITY OF HOLLISTER, a Municipal Corporation, hereinafter referred to as "First Party", and the COUNTY OF SAN BENITO, A Political Subdivision of the State of California, hereinafter referred to as "Second Party".

IT IS AGREED between the parties hereto as follows:

1. First Party shall have complete and exclusive control of, and, except as hereinafter provided, shall be solely liable and responsible for, the closure of the Hazardous Waste Facility at the John Smith Solid Waste Site situate in the County of San Benito, State of California, in accordance with all applicable laws, rules and regulations.

2. First Party shall assume, be responsible for and pay one half (1/2) of all costs, expenses and fees, howsoever incurred in connection with the closure of said Hazardous Waste Facility.

3. Except as hereinafter provided, First Party covenants and agrees to indemnify and save harmless Second Party from any and all liability, loss, cost, expense, fees and obligation, including, but not limited to, any and all civil or criminal fines, forfeitures or penalties, on account of, or arising out of, the closure, or the failure to close, said Hazardous Waste Facility in accordance with all applicable laws, rules and regulations.

4. Following the submission of invoices and/or other documents in support thereof, on written demand by First Party, Second Party shall forthwith pay to First Party, without deduction or offset, one half (1/2) of all costs, expenses and fees, howsoever incurred in connection with the closure of said Hazardous Waste Facility.

5. Second Party shall completely and fully cooperate with First Party and shall perform and do such acts and things as may be convenient or necessary relative to the closure of said Hazardous Waste Facility.

6. This Agreement shall be effective from and after the date hereof.

Dated: April 16, 1984.

CITY OF HOLLISTER
A Municipal Corporation

By *Robert A. Marshall*
Mayor of the City of Hollister

ATTEST:

Dolores Ann Heaster
Clerk of the City of Hollister

Exhibit "A"

COUNTY OF SAN BENITO
A Political Subdivision of the
State of California

By Harold J. Orato
Chairman of the Board of Supervisors
County of San Benito

ATTEST:

Gene S. Capreman deputy
Clerk of the Board of Supervisors
County of San Benito

APPROVED AS TO FORM.

MAY 31, 1984.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By Ann S. Nutt
Name:
Title:

APPROVED AS TO FORM.

June 5, 1984.

DEPARTMENT OF HEALTH SERVICES

By [Signature]
Name:
Title: Environmental Coordinator