



## TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY FULL BOARD (JPA II)

Board Chambers

727 Oak St  
Red Bluff, CA 96080

March 09, 2020 08:30 AM

### AGENDA

This meeting conforms to the Brown Act Open Meeting Requirements in that action and deliberations of the Tehama County Joint Powers Agency created to conduct the people's business are taken openly and that the people remain fully informed about the conduct of its business.

Public Forum - Any member may address and ask questions of the JPA relating to any matter within the JPA's jurisdiction, provided the matter is not on the Agency's agenda or pending before the JPA. All items posted on the agenda, including under correspondence, may be acted upon by the Board of Directors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda unless the action is an off-agenda emergency or as otherwise provided in Government Code §54954.2.

No action may be taken on any item not appearing on the agenda unless the action is otherwise, authorized by the Government Code Section 54954.2(B). Typically, this applies to items meeting criteria as an off-agenda emergency. The Chair reserves the right to limit each speaker to three (3) minutes. Disclosure of a speaker's identity is purely voluntary during the public comment period.

**Chair: Dennis Garton**

**Vice Chair: Kris Deiters**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENT**
- 4. REGULAR - LANDFILL ONLY**

1. Second Amendment to the Amended and Restated Joint Powers Agreement

Review and provide comments on the draft Second Amendment to the Amended and Restated Joint Powers Agreement.



Full Board - Tehama County Solid Waste Management Agency  
March 9, 2020  
Prepared By: Rachel Ross

## Second Amendment to the Amended and Restated Joint Powers Agreement

### Requested Action:

Review and provide comments on the draft Second Amendment to the Amended and Restated Joint Powers Agreement.

### Financial Impact:

### Background Information:

At the October 7, 2019 Full Board meeting, the Board authorized staff to facilitate discussions with the County and the cities of Red Bluff, Corning and Tehama regarding delegating the responsibilities of SB 1383 regulation compliance to the Agency, which is represented in the attached draft second amendment to the JPA agreement. Additionally, staff will assist or facilitate in the amendment of franchise hauling agreements, the passing of required ordinances, referral of non-compliant generators back to the jurisdiction of residence for the assessment of fines, and tracking of recycled organic waste procurement targets for each jurisdiction.

In order to amend the JPA agreement, a majority of the JPA member jurisdictions would have to pass a resolution adopting the Second Amendment. If the JPA amendment is adopted, staff will request a budget adjustment to fund the Organic Materials Program Coordinator.

As of March 2, 2020, the proposed regulations are no longer under review by the Office of Administrative Law; however, the regulations have not been released to the public.

**AMENDED AND RESTATED JOINT POWERS AGREEMENT  
RECONSTITUTING THE TEHAMA COUNTY/RED BLUFF LANDFILL  
MANAGEMENT AGENCY AS THE TEHAMA COUNTY SOLID WASTE  
MANAGEMENT AGENCY**

This agreement is made and entered into by and between the County of Tehama, (hereinafter “ County”), the City of Red Bluff (hereinafter “Red Bluff”), City of Corning (hereinafter “Corning”), and City of Tehama (hereinafter “Tehama”), for the purpose of the parties joint participation in the management of solid waste services to be provided to and within their respective jurisdictions.

**RECITALS**

**WHEREAS**, the County and the City of Red Bluff are co-owners of the solid waste landfill more particularly described in Exhibit A attached hereto (hereinafter referred to as the “Landfill”). A joint powers agreement (hereinafter referred to as the “Agreement”) was executed by and between the County and the City of Red Bluff on or about June 30, 1997, which created the Tehama County/Red Bluff Landfill Management Agency, as a joint powers agency (hereinafter referred to as “the JPA II”) formed and existing pursuant to the provisions of the Joint Exercise of Powers Act (Government Code Sections 6500 et. seq.). Pursuant to the Agreement that JPA was formed for the purpose of operating and exercising management oversight over the operation of the Landfill and any contractors retained to operate same; and

**WHEREAS**, by an undated agreement, the County, and the Cities of Red Bluff, Corning and Tehama, entered into a separate joint powers agreement which created the Tehama County Sanitary Landfill Agency (hereinafter referred to as “JPA I”) for the purpose of funding the cost of administering and maintaining existing sanitary landfill sites.....; and

**WHEREAS**, it is the desire of the parties to effectively combine the functions of the two aforesaid joint powers agencies, by amending the Agreement creating JPA II to add the Cities of Corning and Tehama as parties to said Agreement and members of JPA II. It is the further intent of the parties to consolidate the functions of the two joint powers agencies into the purposes and functions of JPA II. Finally, with the consolidation of the functions into JPA II, it is the intent of the parties to terminate the legal existence of JPA I; and

**WHEREAS**, in combining the functions of JPA I and JPA II, it is the intent that all of the funds and any assets of JPA I shall be transferred to JPA II, and thereafter JPA II shall be responsible for any legal obligations of JPA I that may survive the termination of the joint powers agreement that established JPA I and the termination of the existence of JPA I. The funds transferred from JPA I to JPA II shall be used first for the discharge of any pre-existing obligations of JPA I and thereafter any residual funds shall be used

for the discharge of the functions of JPA I assumed by JPA II with the consolidation of the two JPAs.

**WHEREAS**, each of the parties expressly represents and acknowledges that it desires to enter into an agreement with the other parties through which the four named entities will participate in the management of JPA II, in the manner set out in this Amended and Restated Agreement. The functions of JPA II shall, hereinafter include the operation or alternatively, oversight of the operation of the Landfill or such other sanitary landfills as JPA II may hereinafter acquire, including without limitation the oversight of any landfill operator, household hazardous waste facility management, Assembly Bill 939 compliance, Senate Bill 1383 compliance, Assembly Bill 1826 compliance, Assembly Bill 341 compliance, solid waste, organics, recycling, and hazardous waste grant management, and the management of closure post-closure and corrective action responsibilities of all phases of the Tehama County/Red Bluff Landfill. In addition the joint powers agency shall serve as and be deemed to be and have the powers of a Regional Agency in and for the whole of Tehama County, as set out in the Public Resources Code, including without limitation to reduce the cost of reporting, tracking and developing disposal and diversion programs by the individual cities and counties, and to increase the diversion of solid waste from disposal facility, to diminish the responsibility of individual cities and counties to implement source reduction, recycling, hazardous waste, and composting programs, to apply for and manage solid waste, hazardous waste and recycling grants.

**WHEREAS**, the requirements for forming a Regional Agency as set forth in Public Resources Code 40975 have all been met as set forth in Exhibit B to this Amendment.

WHEREAS, the parties expressly designate and desire for the JPA II to ensure and oversee compliance with SB 1383 on behalf of each agency hereto.

**NOW, THEREFORE, IT IS AGREED** by the four above named entities, each of which is acknowledged as a party to this agreement that that the joint powers agreement dated June 30, 1997, by and between the County and the City of Red Bluff is amended and restated as follows. This agreement shall supersede and replace the 1997 Agreement and any amendments thereto.

#### ARTICLE I CONTINUATION OF AND RENAMING OF JPA II

The joint powers agency as established by the aforesaid Agreement dated June 30, 1997, by and between the County and the City of Red Bluff shall continue in existence. Hereinafter said joint powers agency shall be known as the Tehama County Solid Waste Management Agency (hereinafter referred to as the “Joint Powers Agency” or “Agency” located at 2000019995 Plymire Rd. Red Bluff, CA 96080. The Agency shall be a public

entity separate and distinct from the parties to this agreement. (See Gov Code Section 6503.5 and 6507)

## ARTICLE II PURPOSE OF AGREEMENT

This agreement is for the purposes as set forth in the above recitals and as follows:

- A. Establishing a Regional Agency formed for the purpose of reducing the cost of reporting, tracking and developing disposal and diversion programs by the individual cities and counties, and to increase the diversion of solid waste from disposal facilities, to coordinate efforts of individual cities and counties to implement source reduction, recycling, hazardous waste, and composting programs, to apply for and manage solid waste, organics, hazardous waste and recycling grants, organic waste management, edible food recovery, and all other powers granted Regional Agencies by the Public Resources Code, in and for the whole of Tehama County.
- B. Operating or having management oversight over the operations of the Landfill owned by the City of Red Bluff and County, and any other solid waste facilities hereinafter acquired by the Agency, together with oversight over and management of any contracts and contractors doing business with the Agency. In addition the Agency shall have the right to operate the landfill and any solid waste facility when deemed appropriate by the Agency and to ensure compliance with all laws imposed upon landfills, landfill operators, and owners of landfills.
- C. Funding, in whole or in part, the cost of administering and maintaining existing sanitary landfill sites, the funding of costs which will be incurred during closure, post-closure, and corrective action of existing sanitary landfill sites, and funding costs necessary to purchase, open and administer future landfill sites.

## ARTICLE III TERM

This agreement shall become effective as of the date of the execution by all parties and shall continue in full force and effect until terminated in accordance with the provisions set forth below.

## ARTICLE IV BOARD OF DIRECTORS AND OTHER DESIGNATE OFFICERS

## BOARD OF DIRECTORS

The Board of Directors of the Tehama County Solid Waste Management Agency shall consist of thirteen (13) members, five (5) members from the County of Tehama, five (5) members of the City of Red Bluff, one (1) member from the City of Tehama, one (1) member from the City of Corning, and one (1) public member at-large. The members of the City of Corning, and City of Tehama shall be an incumbent member of the City Council, the members representing the City of Red Bluff shall be the five incumbent members of the Red Bluff City Council, and the members representing the County shall be the five incumbent members of the Board of Supervisors.

The Board of Directors of the Tehama County Solid Waste Management Agency shall be organized as follows:

- A. The Board of Directors shall elect a chair and vice-chair from its members for a term determined by the Board. Notwithstanding any provision in the Joint Powers Agreement or in any by-laws adopted by the Board to the contrary, the public member at-large shall be eligible to serve on the Executive Committee and to serve as chair or vice-chair of the Board of Directors.
- B. The Board of Directors shall appoint a secretary to serve at the pleasure of the Board. The secretary need not be a member of the Board.
- C. The Board may adopt such by-laws as are deemed necessary for the conduct of its affairs and the affairs of the Agency, The Board may from time-to-time adopt such rules and regulations for the conduct of its meetings and affairs as may be required. Any by-laws or rules and regulations adopted by the Agency may be adopted, amended, or revoked at any time by a supermajority of the Board which shall consist of the affirmative vote of nine or more members of the Board.
- D. The Board shall adopt rules and/or regulations for the conduct of the meetings of the Executive Committee as hereinafter provided for. The Board may also delegate authority to the Executive Committee to act on behalf of the Agency, including approval of any contracts, the amount or limits on which shall be as set forth in Article V.
- E. The Board may, with the exception of the adoption of by-laws, rules and regulations and the appointment of the Executive Committee, take such action by a majority vote of the members of the Board as is necessary to carry out the duties of the board. A quorum of the Board shall consist of not less than seven members with at least three members each being present from the County Board of Supervisors and the Red Bluff City Council.
- F. The Board shall be solely responsible for and shall annually adopt a budget for the Agency. In addition, the Board shall, consistent with the provision of state law, have the authority to adopt such ordinances and policies with regard to the use of the solid waste facilities owned and/or managed by the Agency or such other matters as may be within the authority of the Agency.

## OTHER DESIGNATE OFFICERS

- A. The County Treasury of the County is hereby designated as the depository of the Tehama County Solid Waste Management Agency. The Treasurer is designated as the depository of the Tehama County Solid Waste Management Agency, to have custody of all the money of the Agency, from whatever source, and as such, shall have the powers, duties and responsibilities specified in Government Code Section 6505.5.
- B. The County Auditor of the County is hereby designated as controller of the Agency, and as such, shall have the powers, duties and responsibilities in Government Code Section 6505.5.
- C. The charges to be made against the Agency, for the services of the treasurer and the controller shall be subject to the approval of the Full Board.
- D. The treasurer and controller of the Tehama County Solid Waste Management Agency are designated as the public officers or persons who have charge of, handle, or have access to any property of the Agency. This requirement may be satisfied by the Official Bond of such officer obtained in connection with their offices as County Treasurer and County Auditor, respectively.

#### ARTICLE V

#### EXECUTIVE COMMITTEE AND POWERS OF THE EXECUTIVE COMMITTEE

##### EXECUTIVE COMMITTEE

The Executive Committee of the Tehama County Solid Waste Management Agency shall consist of two directors each from the City of Red Bluff and the County of Tehama, and one director each from and appointed by the governing body of the City of Corning and City of Tehama, and annually, upon approval of the Board of Directors, may also include the public member at-large. Each director shall serve at the pleasure of the governing body of the appointing party. All meetings of the Executive Committee shall be conducted in compliance with the Brown Act (Government Code Section 54950 et. seq.).

##### POWERS OF THE EXECUTIVE COMMITTEE

The Agency Board has delegated the following powers to the Executive Committee:

- A. To assure compliance with, and enforcement of, all laws and regulations imposed upon the operation of the landfill.
- B. Administer all contracts associated with the landfill, household hazardous waste facilities, and recycling facilities including but not limited to daily operations, closure/post-closure, or development of new phases, etc.
- C. Administer all state mandated Assembly Bill 939 and Assembly Bill 341 programs including, but not limited to, Source Reduction and Recycling Element, and Household Hazardous Waste Element programs.

- D. Review and Approve the Five-Year Regional Agency Integrated Waste Management Plan.
- E. Administer the Tehama County Recycling Market Development Zone
- F. Ensure the filing of all reports, and processing of permits as required by regulatory agencies.
- G. Approve the payment of the warrant register and claims on behalf of the Agency
- H. Implement the "Zero Fee Schedule" upon adoption of a finding by a unanimous vote of the Executive Committee that a disaster that threatens public health or safety has occurred.
- I. Maintain Agency funds and accounts as may be required by good accounting practices and to coordinate the annual audit.
- J. Approve and administer contracts and change orders with an annual amount up to \$35,000.00.
- K. Approve grant resolutions and grant-funded agreements with an Agency hard match of less than \$25,000.00.
- K.L. Establish, administer, and/or operate all state mandated Senate Bill 1383 and Assembly Bill 1826 programs including, but not limited to, organic waste management, edible food recovery, and education and outreach.

A quorum of the Executive Committee shall consist of not less than four (4) members being present. An affirmative vote of at least a majority of the total voting membership of the Agency shall be required to carry a motion.

#### ARTICLE VI MEETINGS

In the absence of by-laws, Rules and Regulations adopted by the Board of Directors providing otherwise, the Board of Directors of the Agency shall meet not less than once each calendar quarter. The meeting shall be held at the hour of 8:30 a.m. on the first Monday of each calendar quarter at the Tehama County Board of Supervisors Chambers.

In the absence of by-laws, Rules and Regulations adopted by the Board of Directors providing otherwise, the Executive Committee of the Agency shall meet once each calendar month in months the Full Board does not meet. The time and place of the

meeting shall be as determined by the Executive Committee immediately following their appointment and shall be evidenced by the adoption of a resolution of the Executive Committee so as to establish a regular meeting schedule and location (in compliance with the Brown Act).

## ARTICLE VII AGENCY POWERS

The Board of Directors of the Tehama County Solid Waste Management Agency shall have the following powers:

- A. to prescribe, set the amount of, revise, and collect tipping fees at the landfill gate to pay the cost for services and facilities, whether within or without its territorial limits, in connection with its sanitation needs. The revenues derived therefrom shall be used only for the acquisition, construction, reconstruction, maintenance and operation of its sanitation facilities and needs, and all powers described in Article VII of this agreement;
- B. to receive and operate from funds, revenues or assessments properly levied by the Agency, or by the Board of Supervisors of Tehama County or by Red Bluff, Corning, or Tehama. The Board shall determine the solid waste services and activities in which it shall be engaged for the benefit for the Agency. The Agency may determine that some services and duties in the solid waste field should be performed by the individual parties, rather than by the Agency. The Board shall have other powers and duties as are granted and prescribed by Division 5, Part 3, Chapter 6, Article IV of the California Health and Safety Code commencing with section 5470, and all other applicable codes and laws. The powers and duties referred to herein include the rights of the Agency to appoint or contract with such agents including governmental bodies as agents, which are a member of the Agency, to carry out the powers and duties that are designated herein;
- C. to act as and be considered as and have all powers of a Regional Agency as provided in PRC Section 40970 et seq., and to perform all tasks authorized to be performed as a Regional Agency as set forth in the PRC for the whole of Tehama County;
- D. to monitor the operations of the Tehama County/Red Bluff Landfill and take such action as is necessary to enforce compliance by the contract Landfill operator, if any, with the terms of the Landfill operating contract between the Agency and the contract landfill operator, if any, on the other;
- E. to comply with and enforce all laws imposed upon the operation of the Landfill;
- F. to manage the Landfill including the closure, post-closure, and corrective action of any phases thereof and the opening of new phases, if any;
- G. to purchase property for Landfill expansion or buffer or for such other solid waste facilities and related purposes as may be determined necessary and appropriate;

- H. to take such action as is necessary to comply with all laws required of owners and operators of a solid waste landfill;
- I. to fund and update all state mandated programs, including, but not limited to, the source reduction and recycling element, household hazardous waste element, monitor and report to member jurisdictions and to the state and to its appropriate agencies for compliance with the California Integrated Waste Management Act of 1989;
- J. to apply for and manage solid waste, recycling, organics, and hazardous waste grants on behalf of its member jurisdictions.
- K. to hire as employees, or otherwise, such personnel as shall be necessary to carry out the powers and purposes of this joint powers agency and to prescribe the duties and the compensation for such personnel from Agency funds;
- L. to rent and or purchase facilities, supplies, and equipment as needed;
- M. to enter into contracts;
- N. to incur debt provided that any such debt shall not become the debt or liability of any party to this agreement;
- O. to assume the assets of and from JPA I;
- P. to assume the existing lawful functions, duties and liabilities of JPA I, including but not limited to assuming responsibilities and obligations under all existing contracts that JPA I is a party to;
- Q. to act as the delegate for each party of this agreement and comply with all regulations in Senate Bill 1383 and subsequent regulations established and amended in Title 14, Division 7, Chapters 3, 3.1, 3.2, 5, 9, and 12, of the California Code of Regulations. Such compliance shall be on behalf of each party to this agreement, to the extent allowed by law. The powers and duties referred to herein shall include, but not be limited to, establishing, administering, implementing and/or operating all state mandated Senate Bill 1383 programs. Such programs include, but are not limited to, organic waste management, edible food recovery, education and outreach, enforcement referral, inspection, and mandated record keeping programs. Such compliance shall also include providing assistance to each party to demonstrate access and operative requirements for recycling capacity, and mandated record keeping to the state and as required by law;
- R. establish, administer, and implement the edible food recovery program as required by Senate Bill 1383. Such duties shall include, at a minimum, assessment of existing capacity for edible food recovery, establishing a food recovery program, inspection of commercial generators for compliance, and education and outreach to all businesses, residents, commercial edible food generators, and any other entities or parties required by law or deemed necessary by the parties;
- S. implement, construct, and/or operate facilities to comply with all local, state, and federal law, including, but not limited to recycling, organic waste, and edible food recovery facilities and operations;
- P-T. work with CalRecycle and any other state or federal entities in assessing, and ensuring compliance with the CalRecycle procurement and pollution reduction targets for the jurisdictions in its service area;

~~Q.U.~~ to sue and to be sued; and  
~~R.V.~~ to do all acts necessary to carry out the powers and purpose set forth in this agreement for the whole of Tehama County.

The powers and duties referred to herein include the right of the Agency to appoint such agents, including such government entities which are members of the Agency to carry out the powers and duties designated herein.

In exercising the powers granted under this Agreement and in the conduct of all business of the Agency, the Agency shall be subject to the restrictions upon the manner of exercising the power that applies to the County of Tehama under California Law.

#### ARTICLE VIII HOLD HARMLESS AND INDEMNIFICATION

No party hereto or its officers and employees shall be deemed to be liable for the negligent act of the Agency or of any other party hereto. To the extent permitted by law the Agency shall indemnify, hold harmless and defend each of the parties, their officers and employees from any liability, claims, demands of any nature whatsoever arising from the acts or omissions of the Agency and shall pay all claims, awards, damages, judgments and costs, including without limitation attorney's fees incurred by any party to this Agreement arising from acts or omissions of the Agency.

The members of the Board of Directors, all officers, employees, and legal advisors of the Agency shall not be liable for any error in the exercise of their judgment and/or discretion or for any action or omission of their part, if in the performance of their duties and function on behalf of the Agency they use ordinary care and diligence.

Pursuant to provisions of the California Tort Claims Act (Government Code Section 810 *et. Seq.*), the Agency shall be required to indemnify, defend and hold harmless each and every director, officer and employee of the Agency (including, but not limited to, staff from any member entity that performs any service or function or provides any advice to the Agency on Agency business), from all claims, demands and lawsuits that may be filed against any such persons stemming from the activities of the person in the course and scope of their employment and/or service on behalf of the Agency.

#### ARTICLE IX DEBTS AND LIABILITIES OF THE SOLID WASTE AGENCY

The debts, liabilities and obligations of the Tehama County Solid Waste Management Agency shall not be obligations of and shall not be binding on the parties to this agreement, the Agency shall hold each of the parties to this agreement free and harmless from, defend and indemnify them against any claims of liability or damage arising from activities of the Agency. Should any debt, liability or obligation of the Agency not be

waived or allowed payable through assets of the Agency, the parties to this agreement shall each not be liable therefor except as may be required by law.

## ARTICLE X ACCOUNTS AND REPORTS

The Tehama County Solid Waste Management Agency shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Agency shall be open to inspection at all reasonable times by all parties to this Agreement and their representatives. The Agency shall give an audited, written report of all financial activities for each fiscal year to the County and to the City within 270 days after the close of each fiscal year.

The Agency shall either make or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Agency, in each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under the California Government Standards. When such an audit of an account or records is made by a certified public accountant or public accountant, a report thereof shall be filed as public record with the County and the City. Such report shall be filed within 270 days of the end of the fiscal year under examination.

Any costs of the audit, including contracts with or employment of certified public accountants or public accountants in making an audit pursuant to this section shall be borne by the Agency and shall be a charge against the encumbered funds of the Agency available for the purpose.

## ARTICLE XI TERMINATION

This agreement shall remain in full force and effect until such time as a majority of the parties thereto agree upon termination thereof. Any party to the Joint Powers Agreement shall have the right to terminate its membership and withdraw from the Agency at any time by resolution of its legislative body, delivered to the Agency. Said withdrawal shall be effective on the date on which the Agency takes action to accept the withdrawal but not sooner than 90 days following the receipt of the notice of termination being delivered to the then Agency Chair or Secretary. Acceptance of withdrawal may occur upon the concurrence of the withdrawal by one half of the members of the Board of Directors. Said action by the Agency shall not be unduly delayed or withheld provided the withdrawing party complies with the provisions of this Article XI. The withdrawal of the City of Red Bluff and/or the County of Tehama to this agreement shall act to terminate this agreement. Withdrawal of the City of Tehama and/or the City of Corning shall not terminate this agreement. The date of termination shall be the date upon the resolution accepting the withdrawal is adopted.

Upon termination of this agreement, any assets in the possession of the Agency after payment of all liabilities, costs, expenses and charges incurred under this agreement shall be returned, sold, donated, or otherwise disposed of only by subsequent agreement between the parties hereto. As co-owners of the Tehama County/Red Bluff Landfill all remaining assets shall be the property of the City of Red Bluff and the County of Tehama. Any other assets or funds in the possession of the Agency after payment of all liabilities, costs, expenses and charges validly incurred pursuant to this Agreement shall be returned to the member agencies in proportion to their contributions determined as of the date of termination. If the funds are derived from sources other than the contributions from the member entities, to the extent that such funds are otherwise eligible to be distributed to the member entities then such funds shall be distributed according to a formula based on the population within the respective jurisdictions for the Cities and the County.

Upon termination of this agreement, each individual jurisdiction will be responsible for implementing the requirements of Article 1 (commencing with Section 41780) of Chapter 6 of the California Public Resources Code.

## EXHIBIT "A"

All that real property situated in the County of Tehama, State of California, described as follows:

APN 024-010-59-1

That portion of Parcel B of Parcel Map No. 91-15, as shown on the map filed in Tehama County Recorder's office, February 9, 1996 in Book 11 of Parcel Maps at pages 92 and 93 (being a portion of Section 14, Township 27 North, Range 4 West, M.D.M), more particularly described as follows:

BEGINNING at the Northwest Corner of said Parcel B,  
 THENCE, along the Westerly Line of said Parcel B, South 0° 04' 56" East,  
 370.08 feet;  
 THENCE, South 89° 43' 30" East, 300.00 feet;  
 THENCE, parallel with Westerly Line of said Parcel B, North 0° 04' 56" West, 277.88 feet  
 to the Northeasterly Line of said Parcel B;  
 THENCE, along said Northeasterly Line, North 72° 40' 19" West, 314.39 feet to the  
 POINT OF BEGINNING.

APN 024-010-60-1

That portion of Parcel C of Parcel Map No. 91-15, as shown on the map filed in the Tehama County Recorder's Office, February 9, 1996 in Book 11 of Parcel Maps at pages 92 and 93 (being a portion of Section 14, Township 27 North, Range 4 West, M.D.M), more particularly described as follows:

BEGINNING at the Northwest Corner of said Parcel C,  
 THENCE, along the Northerly Line of said Parcel C, South 89° 36' 44" East 300.00 feet;  
 THENCE, parallel with the Westerly Line of said Parcel C, South 0° 04' 56"  
 East, 1351.44 feet to the Southwesterly Line of said Parcel C:  
 THENCE, along said Southwesterly Line, North 72° 40' 19" West 314.39 feet to  
 the Westerly Line of said Parcel C  
 THENCE, along said Westerly Line, North 0° 04' 56" West, 1259.83 feet to the  
 POINT OF BEGINNING

APN 024-010-64-1

That portion of the Southeast Quarter of Section 15, Township 27 North, Range 4 West, M.D.M., more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 15, thence, along the Easterly Line of said Section 15, South 0° 04' 56" East, 2659.83 feet the Northeast Corner of said Southeast Quarter, being the POINT OF BEGINNING;

THENCE, along the Northerly Line of said Southeast Quarter, North 88° 42' 47" West, 1600.00 feet;

THENCE, parallel with the Easterly Line of said Southeast Quarter, South 0° 04' 56" East 300.00 feet;

THENCE, parallel with the Northerly Line of said Southeast Quarter, South 88° 42' 47" East, 1600.00 feet to the Easterly Line of said Southeast Quarter;

THENCE, along said Easterly Line, North 0° 04' 56" West, 300.00 feet to the POINT OF BEGINNING.

APN: 024-010-04-1

An undivided ½ interest in the West 60.00 feet of the East 120.00 feet of the North ½ of the Northeast ¼ of Section 15, Township 27 North, Range 4 West, M.D.B&M.

EXCEPTING AND RESERVING THEREFROM all of said land described herein, all oil, gas, minerals, carbons, hydrocarbons and all kindred substances, but without right of surface entry to a depth of 500 feet below the present surface of the ground.

## EXHIBIT B

The requirements for forming a Regional Agency as set forth in PRC Section 40975 have all been met as set forth herein:

### 1. Listing of Cities and Counties

- a. County of Tehama
- b. City of Red Bluff
- c. City of Corning
- d. City of Tehama

### 2. Civil Penalties

The allocation of civil penalties, pursuant to PRC Section 41813 and 41850 may be imposed against the Regional Agency. Consistent with PRC Section 40974, the total amount of civil penalties which may be imposed against the Regional Agency is equivalent to that amount which is the sum of the penalties which may be imposed against the County of Tehama, the City of Red Bluff, the City of Corning, and the City of Tehama. Pursuant to PRC Section 40974, civil penalties as against the Regional Agency are apportioned among the member agencies base on each agency's percentage contribution to the previous twelve (12) months of total disposal.

### 3. Contingency Plan

In the event this Regional Agency is abolished, Tehama County, Red Bluff, Corning, and Tehama, each agree to assume responsibility independently for the requirements of PRC Section 40900 et seq. (Integrated Waste Management Plans) generally, and waste diversion (PRC Section 41780 et seq.); specifically that each entity shall independently agree to implement the programs as described and specified in the approved AB 939, HHWIE, and SRRE plans previously submitted by the entities.

### 4. Waste Diversion Responsibilities and Duties of Parties

Tehama County, Red Bluff, Corning, and Tehama have prepared waste diversion plans that they intend to implement through this Regional Agency. Specifically, the entities agree that they will implement the programs as described and specified in the AB 939, HHWIE, and SRRE approved plans previously submitted by the entities.

### 5. Description of Source Reduction, Recycling, and Composting Programs

The Regional Agency shall implement the programs as described in the source reduction, recycling, compost, special waste and education/public information components of the Source Reduction and Recycling Element; and the selected programs of the Household Hazardous Waste Element; Non-Disposal Facility Element and the Siting Element that were previously submitted to the Board by the member agencies.