

# Attachment C



# Monterey County Board of Supervisors

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

## Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-15420; Amendment No.: 1**

- a. Approve Amendment No. 1 to the Memorandum of Understanding by and between the Salinas Valley Solid Waste Authority and the County of Monterey regarding the Litter Abatement Program to extend the term for two (2) additional years through June 30, 2023, for an amount not to exceed \$100,000 per fiscal year; and
- b. Approve Amendment No. 1 to the Memorandum of Understanding by and between the Monterey Regional Waste Management District and the County of Monterey regarding the Litter Abatement Program to extend the term for two (2) additional years through June 30, 2023, for an amount not to exceed \$25,000 per fiscal year.

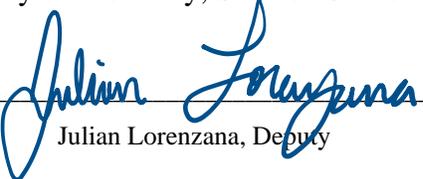
PASSED AND ADOPTED on this 22<sup>nd</sup> day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew 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 June 22, 2021.

Dated: June 30, 2021  
File ID: A 21-367  
Agenda Item No.: 94

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

  
Julian Lorenzana, Deputy

**RESOLUTION NO. 2021 - 22**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
APPROVING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH  
THE COUNTY OF MONTEREY FOR LITTER ABATEMENT SERVICES \$100,000 FOR FISCAL YEARS  
2021-2022 AND 2022-2023**

**WHEREAS**, on June 21, 2018 the Authority Board of Directors received and approved the funding request from the County of Monterey for Litter Abatement Services; and,

**WHEREAS**, due to increases in the levels of illegal dumping and litter in our rural areas and increased limitations on using free or low-cost prison labor, the County has been seeking additional funding to support expansion of this clean-up and removal program; and,

**WHEREAS**, the Authority Board of Directors has approved \$100,000 of funding in the past two budget cycles including in the fiscal year 2021-22 budget to continue supporting this service.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY** that the President of the Board is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to approve the MOU Amendment 1 with the County of Monterey for providing Litter Abatement Services, as attached hereto and marked "Exhibit A" for the amount of \$100,000 fiscal years 2021-22 and 2022-23.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 17<sup>th</sup> day of June 2021, by the following vote:

AYES: BOARD MEMBERS: CROMEENES, CULLEN, JIMENEZ, OSORNIO (ALT), PHILLIPS, ROCHA, SILVA, TIPTON

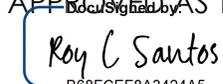
NOES: BOARD MEMBERS: NONE

ABSENT: BOARD MEMBERS: CRAIG, LOPEZ

ABSTAIN: BOARD MEMBERS: NONE

DocuSigned by:  
  
11CE66346EEF49D  
Christie Cromeenes, Vice President

ATTEST:  
  
\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:  
DocuSigned by:  
  
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\_\_\_\_\_  
Roy C. Santos, Authority General Counsel

## MEMORANDUM OF UNDERSTANDING

between

COUNTY OF MONTEREY

and

SALINAS VALLEY SOLID WASTE AUTHORITY

## Litter Abatement Program

This Amendment No. 1 to the MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the last date opposite the respective signatures by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (“COUNTY”), and the SALINAS VALLEY SOLID WASTE AUTHORITY (“SVSWA” or “AUTHORITY”), a joint powers authority (collectively referred to as “Parties”), with reference to the following facts:

RECITALS

WHEREAS, the Parties have heretofore entered into the MOU dated October 8, 2020 for COUNTY administration of a Litter Abatement Program (“Program”) to collect waste and mitigate illegal dumping throughout the County;

WHEREAS, the Parties wish to amend the MOU to extend the term for an additional two (2) years from the current expiration date, through June 30, 2023 to allow the Program to continue using existing available funding;

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties hereto agree to amend the terms of the MOU as follows:

1. Section 1 Effective Date and Term is replaced in its entirety with the following:

This MOU is effective October 8, 2020 and shall remain in force through June 30, 2023 unless earlier terminated as provided in this MOU. This MOU may be amended by mutual written agreement of the parties. COUNTY acknowledges that the City of Salinas has issued a notice of intent to withdraw from the SVSWA and if such action comes to fruition, future funding levels provided by the SVSWA may be proportionally reduced or eliminated.

2. Section 2. Obligations of Parties

Item c. replaced in its entirety with the following:

c. SVSWA shall reimburse the County fifty percent (50%) of the County's actual expenses incurred for third party labor services in the performance of the MOU; provided, however, under no circumstance shall SVSWA's contribution for the term of this agreement exceed \$100,000 per fiscal year. SVSWA shall not reimburse the County for services not yet performed.

3. Section 3. Termination is replaced in its entirety with the following:

*BY COUNTY*

a. COUNTY may terminate this MOU on June 30th of each year (end of Fiscal Year), provided COUNTY provides SVSWA with written notice not less than sixty (60) calendar days in advance of the termination.

b. COUNTY may terminate this MOU at any time for cause, which shall be defined as failure to make any payment required as described in section 2 above, subject to the following:

i. COUNTY shall provide sixty (60) calendar days written notice to SVSWA in advance of the termination and the reason(s) therefor. SVSWA shall be given 30 calendar days to correct the reason(s) for the termination. If COUNTY is satisfied, in its sole discretion, that the reason(s) for the termination have been remedied, the MOU shall not terminate and shall continue in force and effect.

ii. If SVSWA does not remedy the reason(s) for the termination to the satisfaction of COUNTY in COUNTY's sole discretion, COUNTY shall give SVSWA written notice thereof and the MOU shall terminate on a date provided by COUNTY in said notice. Upon termination, SVSWA shall pay to COUNTY all sums due and owing for services performed through the effective date of the termination.

*BY SVSWA*

a. SVSWA may terminate this MOU at any time for its convenience and without cause upon giving sixty (60) calendar days written notice to COUNTY. The effective date of termination is the termination date contained in SVSWA's notice of termination, unless otherwise agreed to by the parties. Upon termination, SVSWA shall pay to COUNTY all sums due and owing for services performed through the effective date of the termination.

4. Except as provided herein, all remaining terms, conditions, and provisions of the MOU are unchanged and unaffected by this Amendment and shall remain in full force and effect as set forth in the MOU,

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Memorandum of Understanding on the date last signed below:

COUNTY OF MONTEREY

SALINAS VALLEY SOLID WASTE AUTHORITY

By: DocuSigned by:  
Randell Ishii  
C09779208FE94F3...  
Randell Ishii, MS, PE, TE, PTOE, Director  
Public Works, Facilities & Parks  
7/13/2021 | 5:24 AM PDT  
Date: \_\_\_\_\_

By: DocuSigned by:  
C. Cromeenes  
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Christie Cromeenes, Vice President  
Board of Directors  
6/21/2021  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the County Counsel

SVSWA General Counsel

By: DocuSigned by:  
Mary Grace Perry  
C83342707AC641A...  
Mary Grace Perry  
Deputy County Counsel  
7/13/2021 | 12:25 AM PDT  
Date: \_\_\_\_\_

By: DocuSigned by:  
Roy C Santos  
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Roy C. Santos  
SVSWA General Counsel  
6/18/2021  
Date: \_\_\_\_\_