

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: _____
Randell Ishii, MS, PE, TE, PTOE, Director
Public Works, Facilities & Parks

By: _____
Chair
Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the County Counsel

SVSWA General Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

By: _____
Roy Santos
SVSWA General Counsel

Date: _____

Date: _____