

## **RESOLUTION NO. 2021 - 33**

### **A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SALINAS DEFINING THE TERMS FOR RELOCATION OF THE SUN STREET TRANSFER STATION, RESCINDING THE CITY'S DECEMBER 2018 NOTICE OF INTENT TO WITHDRAW FROM THE AUTHORITY AND ACTIONS TO EQUALIZE ORGANICS PROCESSING FEES FOR ALL MEMBER AGENCIES**

**WHEREAS**, the Salinas Valley Solid Waste Authority is a joint powers agency comprised of the following local agencies: the County of Monterey and the cities of Salinas, Greenfield, Gonzales, Soledad, and King City; and,

**WHEREAS**, the Authority has maintained operations located at the Sun Street Transfer Station ("SSTS") since 2005 located at 139 Sun Street in the City of Salinas; and,

**WHEREAS**, the Salinas City Council has adopted the Alisal Vibrancy Plan, including one of its' designated development areas known as the Alisal Market Place (AMP); and,

**WHEREAS**, consistent with the Alisal Vibrancy Plan/AMP, the City of Salinas requested that the Authority relocate the SSTS location to allow for future redevelopment of the area; and,

**WHEREAS**, on November 20, 2018, the Salinas City Council passed and approved Resolution 21521 authorizing the City Manager to deliver a one (1) year written notice to SVSWA of its intent to withdraw from the Joint Powers Authority Agreement; and,

**WHEREAS**, on December 6, 2018, the City of Salinas served the one (1) year notice of withdraw from the Joint Powers Agreement; and,

**WHEREAS**, the City has extended its time period to withdraw from the Joint Powers Authority Agreement, in an effort to study all options and to work with Authority to resolve disagreements and negotiate workable solutions; and,

**WHEREAS**, Allied Services of North America, LLC dba Republic Services of Salinas ("Republic Services") owns a solid waste processing facility located at 1120 Madison Lane in an unincorporated area of Monterey County known as the "Madison Lane Transfer Station" (MLTS); and,

**WHEREAS**, the Authority and the City have negotiated the conditions for rescinding the City's Notice to Withdrawal, and the closure and relocation of the SSTS which will occur within 60 days of Republic Services notice of completion of all agreed lessor improvements needed to facilitate the SSTS relocation to leased space at the MLTS; and,

**WHEREAS**, the Authority has agreed to enter into lease and transfer agreements with Republic Services for the Authority to begin operating at the Madison Lane Transfer Station within 60 days of Republic Services notice of completion of all lessor improvements; and,

**WHEREAS**, the Authority and Republic Services executed an agreement for organics processing services in 2004 with a term that continues through any and all extensions or restatements of the City Franchise Services Agreement with Republic Services; and,

**WHEREAS**, the 2004 agreement was executed at a time when organics processing was far less expensive and not as heavily regulated through various legislative and regulatory actions as it is now (ex. SB 1383), resulting in a lower rate for Salinas ratepayers than rates for other member agencies; and,

**WHEREAS**, both Parties desire to complete equalization of rates for Authority provided organics processing services in accordance with Section 15 of the Joint Powers Agreement; and,

**WHEREAS**, the Parties desire to complete a MOU as part of a resolution of the City Notice of Intent to Withdraw by completing relocation of the SSTS outside of the AMP development area and equalization of the organics processing fees for all member agencies.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY** that the President of the Board of Directors is hereby authorized and directed for, and on behalf of the Authority to execute a Memorandum of Understanding with the City: to facilitate the relocation of the Authority's Sun Street Transfer Station operations to the Republic Services Madison Lane Transfer Station, to rescind the City Notice of Intent to Withdraw from the Authority, to take actions to equalize organics processing rates for all member agencies, and to prepare the Sun Street Transfer Station for future lease or sale as attached hereto and marked "Exhibit A".

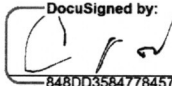
**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 19<sup>th</sup> day of August 2021 by the following vote:

AYES:	BOARD MEMBERS:	CRAIG, CROMEENES, CULLEN, JIMENEZ, LOPEZ, PHILLIPS, ROCHA, SILVA, TIPTON
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NOES:	BOARD MEMBERS:	NONE
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ABSENT:	BOARD MEMBERS:	NONE
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ABSTAIN:	BOARD MEMBERS:	NONE
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DocuSigned by:  
  
848D03584778457

Christopher M. Lopez, President

ATTEST:



Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:

  
B68FCEFB3424A5

Roy C. Santos, Authority General Counsel

**RESOLUTION NO. 22192 (N.C.S.)**

**RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND THE CITY  
OF SALINAS**

**BE IT RESOLVED** by the City Council of Salinas that the Mayor is authorized to sign the attached Memorandum of Understanding between the Salinas Valley Solid Waste Authority and the City of Salinas.

**PASSED AND APPROVED** this 14th day of September 2021 by the following vote:

**AYES:** Councilmembers: Barrera, Cromeenes, González, Osornio, Rocha, McShane, and Mayor Craig

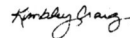
**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**APPROVED:**

DocuSigned by:

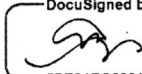


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Kimbley Craig, Mayor

**ATTEST:**

DocuSigned by:



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Patricia M. Barajas, City Clerk

## **RESOLUTION NO. 2021 - 33**

### **A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SALINAS DEFINING THE TERMS FOR RELOCATION OF THE SUN STREET TRANSFER STATION, RESCINDING THE CITY'S DECEMBER 2018 NOTICE OF INTENT TO WITHDRAW FROM THE AUTHORITY AND ACTIONS TO EQUALIZE ORGANICS PROCESSING FEES FOR ALL MEMBER AGENCIES**

**WHEREAS**, the Salinas Valley Solid Waste Authority is a joint powers agency comprised of the following local agencies: the County of Monterey and the cities of Salinas, Greenfield, Gonzales, Soledad, and King City; and,

**WHEREAS**, the Authority has maintained operations located at the Sun Street Transfer Station ("SSTS") since 2005 located at 139 Sun Street in the City of Salinas; and,

**WHEREAS**, the Salinas City Council has adopted the Alisal Vibrancy Plan, including one of its' designated development areas known as the Alisal Market Place (AMP); and,

**WHEREAS**, consistent with the Alisal Vibrancy Plan/AMP, the City of Salinas requested that the Authority relocate the SSTS location to allow for future redevelopment of the area; and,

**WHEREAS**, on November 20, 2018, the Salinas City Council passed and approved Resolution 21521 authorizing the City Manager to deliver a one (1) year written notice to SVSWA of its intent to withdraw from the Joint Powers Authority Agreement; and,

**WHEREAS**, on December 6, 2018, the City of Salinas served the one (1) year notice of withdraw from the Joint Powers Agreement; and,

**WHEREAS**, the City has extended its time period to withdraw from the Joint Powers Authority Agreement, in an effort to study all options and to work with Authority to resolve disagreements and negotiate workable solutions; and,

**WHEREAS**, Allied Services of North America, LLC dba Republic Services of Salinas ("Republic Services") owns a solid waste processing facility located at 1120 Madison Lane in an unincorporated area of Monterey County known as the "Madison Lane Transfer Station" (MLTS); and,

**WHEREAS**, the Authority and the City have negotiated the conditions for rescinding the City's Notice to Withdrawal, and the closure and relocation of the SSTS which will occur within 60 days of Republic Services notice of completion of all agreed lessor improvements needed to facilitate the SSTS relocation to leased space at the MLTS; and,

**WHEREAS**, the Authority has agreed to enter into lease and transfer agreements with Republic Services for the Authority to begin operating at the Madison Lane Transfer Station within 60 days of Republic Services notice of completion of all lessor improvements; and,

**WHEREAS**, the Authority and Republic Services executed an agreement for organics processing services in 2004 with a term that continues through any and all extensions or restatements of the City Franchise Services Agreement with Republic Services; and,

**WHEREAS**, the 2004 agreement was executed at a time when organics processing was far less expensive and not as heavily regulated through various legislative and regulatory actions as it is now (ex. SB 1383), resulting in a lower rate for Salinas ratepayers than rates for other member agencies; and,

**WHEREAS**, both Parties desire to complete equalization of rates for Authority provided organics processing services in accordance with Section 15 of the Joint Powers Agreement; and,

**WHEREAS**, the Parties desire to complete a MOU as part of a resolution of the City Notice of Intent to Withdraw by completing relocation of the SSTs outside of the AMP development area and equalization of the organics processing fees for all member agencies.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY** that the President of the Board of Directors is hereby authorized and directed for, and on behalf of the Authority to execute a Memorandum of Understanding with the City: to facilitate the relocation of the Authority's Sun Street Transfer Station operations to the Republic Services Madison Lane Transfer Station, to rescind the City Notice of Intent to Withdraw from the Authority, to take actions to equalize organics processing rates for all member agencies, and to prepare the Sun Street Transfer Station for future lease or sale as attached hereto and marked "Exhibit A".

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 19<sup>th</sup> day of August 2021 by the following vote:

AYES:	BOARD MEMBERS:	CRAIG, CROMEENES, CULLEN, JIMENEZ, LOPEZ, PHILLIPS, ROCHA, SILVA, TIPTON
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

DocuSigned by:



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Christopher M. Lopez, President

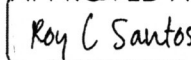
ATTEST:

DocuSigned by:



087A0DFB22A7MF8  
Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:



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Roy C. Santos, Authority General Counsel

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SALINAS VALLEY SOLID WASTE AUTHORITY  
AND  
CITY OF SALINAS**

This Memorandum of Understanding ("MOU") is made and entered into as of this 24th day of August 2021 by and between the Salinas Valley Solid Waste Authority ("SVSWA" or "Authority"), a joint powers authority, and the City of Salinas ("City"), a California Charter City and municipal corporation, each being referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Salinas Valley Solid Waste Authority is a joint powers agency comprised of the following local agencies: the County of Monterey and the cities of Salinas, Greenfield, Gonzales, Soledad, and King City; and

**WHEREAS**, the Authority has maintained operations located at the Sun Street Transfer Station ("SSTS") since 2005 located at 139 Sun Street in the City of Salinas; and

**WHEREAS**, the Salinas City Council has adopted the Alisal Vibrancy Plan, including one of its' designated development areas known as the Alisal Market Place (AMP); and

**WHEREAS**, consistent with the Alisal Vibrancy Plan/AMP, the City of Salinas requested that the Authority relocate the SSTS location to allow for future redevelopment of the area; and

**WHEREAS**, on November 20, 2018, the Salinas City Council passed and approved Resolution 21521 authorizing the City Manager to deliver a one (1) year written notice to SVSWA of its intent to withdraw from the Joint Powers Authority Agreement; and

**WHEREAS**, on December 6, 2018, the City of Salinas served the one (1) year notice of withdraw from the Joint Powers Agreement; and

**WHEREAS**, the City has extended its time period to withdraw from the Joint Powers Authority Agreement, in an effort to study all options and to work with Authority to resolve disagreements and negotiate workable solutions; and

**WHEREAS**, Allied Services of North America, LLC dba Republic Services of Salinas ("Republic Services") owns a solid waste processing facility located at 1120 Madison Lane in an unincorporated area of Monterey County known as the "Madison Lane Transfer Station" (MLTS); and

**WHEREAS**, the Authority and the City have negotiated the conditions for rescinding the City's Notice to Withdrawal, and the closure and relocation of the SSTS which will occur within 60 days of Republic Services notice of completion of all agreed lessor improvements needed to facilitate the SSTS relocation to leased space at the MLTS; and

**WHEREAS**, the Authority has agreed to enter into lease and transfer agreements with Republic Services for the Authority to begin operating at the Madison Lane Transfer Station within 60 days of Republic Services notice of completion of all lessor improvements; and



**WHEREAS**, the Authority and Republic Services executed an agreement for organics processing services in 2004 with a term that continues through any and all extensions or restatements of the City Franchise Services Agreement with Republic Services; and

**WHEREAS**, the 2004 agreement was executed at a time when organics processing was far less expensive and not as heavily regulated through various legislative and regulatory actions as it is now (ex. SB 1383), resulting in a lower rate for Salinas ratepayers than rates for other member agencies; and

**WHEREAS**, both Parties desire to complete equalization of rates for Authority provided organics processing services in accordance with Section 15 of the Joint Powers Agreement; and

**WHEREAS**, the Parties desire to complete a MOU as part of a resolution of the City Notice of Intent to Withdraw by completing relocation of the SSTS outside of the AMP development area and equalization of the organics processing fees for all member agencies.

**NOW, THEREFORE**, in consideration of the provisions contained herein, the Parties agree as follows:

#### **AGREEMENT**

1. Recitals Incorporated. The recitals set forth above are hereby incorporated by this reference and made a part of this Agreement.
2. Effective Date. The Memorandum of Understanding will be effective as of the date last signed by either of the parties.
3. Obligations of the Parties. The following conditions must be met prior and/or simultaneously to the Authority executing the binding Lease agreement with Republic Services for Authority lease of space at the MLTS to relocate its SSTS operations.
  - A. The City agrees to accept the equalization of organic waste rates in compliance with Section 15 of the Authority Joint Powers Agreement. The equalization of organic waste rates will be effective July 1, 2022.
  - B. The City agrees to support termination of the 2004 greenwaste processing agreement with Republic Services.
  - C. The City agrees to rescind its December 6, 2018, Notice of Intent to Withdraw from the Joint Powers Authority Agreement, provided that the Authority binds itself to relocation through execution of a lease with Republic Services for relocation of its SSTS operations to MLTS.
  - D. The Authority agrees to cease operations at the SSTS and to close all of its public service operations at the Sun Street, excluding Administrative offices, and relocate its operations to MLTS within 60 days of Republic Services notice of completion of all agreed lessor improvements needed to facilitate the SSTS relocation to leased space at the MLTS.

E. The Authority agrees to remove all waste and recyclable materials from the property and complete an environmental property assessment within 6 months of terminating operations at SSTs. Timing for completion of any additional abatement work, if identified in the environmental assessment, will be coordinated with the City, in preparation for future sale, lease, or rental of the property for an approved use or redevelopment

F. The Authority agrees to enter into a binding agreement with Republic Services for lease of specified property and specified uses at the Madison Lane Transfer Station at its September 16, 2021, Board of Directors meeting, or at a special meeting to be held no later than September 27, 2021. This timeline may be extended by mutual agreement.

G. The Authority will continue to conduct budget related financial reviews and rate studies as needed to eliminate subsidies between Authority services such as, landfill disposal, organic waste processing, construction and demolition waste processing fees, AB 939 Services, franchised, non-franchised, and self-haul services.

4. Assignment. No party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior written consent of the other party.

5. Amendment. No party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior written consent of the other party.

6. Binding Effect. The rights and obligations of this MOU shall insure to the benefit of, and be binding upon, the Parties to the MOU and their administrators, representatives, successors and assigns.

7. Authority. Each Party hereby warrants that the person executing this MOU has the authority to sign, and by signing, to bind that Party to the terms and conditions of this MOU.

8. Sole Agreement. This MOU contains the entire agreement of the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this MOU shall be of no force or effect excepting a subsequent modification in writing, signed by the Parties hereto.

9. Governing Law. The laws of the State of California will govern the validity of the MOU, its interpretation and performance. This MOU is made and entered into in Monterey County, California, and any action relating to this MOU shall be instituted and prosecuted in the courts of Monterey County, California.

10. Notices. Any notice or other communication required or permitted to be given under this MOU shall be in writing and mailed to:

If to SVSWA, addressed to: Salinas Valley Solid Waste Authority  
128 Sun Street



Salinas, California 93901  
831-775-3000  
Attn. General Manager/Chief Administrative Officer

If to CITY, addressed to: City Manager  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901  
831-758-7381

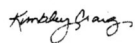
With a copy to: City Attorney  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901

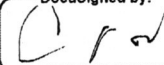
The addresses and other information in this paragraph may be changed by either party, by giving notice to the other in the manner provided above.

IN WITNESS WHEREOF, the undersigned as authorized representatives of the City of Salinas and Salinas Valley Solid Waste Authority do hereby approve this document and intend to be legally bound by this Memorandum of Understanding.

**CITY OF SALINAS**

**SALINAS VALLEY SOLID WASTE  
AUTHORITY**

DocuSigned by:  
  
E435E94F4CE64C8  
Kimbley Craig, Mayor  
City of Salinas

DocuSigned by:  
  
848DD3564778457  
Christopher M. Lopez, Board President  
Salinas Valley Solid Waste Authority

Dated: 9/22/2021 | 3:11 PM PDT

Dated: 8/23/2021