

RESOLUTION NO. 5252

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING THE INTER-AGENCY AGREEMENT FOR SOLID
WASTE/RECYCLING CONTRACT ADMINISTRATION SERVICES WITH THE
SALINAS VALLEY SOLID WASTE AUTHORITY**

WHEREAS, the City of Soledad has revised and extended their solid waste, recycling, and organic waste services agreement with Tri Cities Disposal and Recycling (TCDR); and

WHEREAS, the contract extension includes reporting, public outreach and education plan requirements; and

WHEREAS, in the past, the Salinas Valley Solid Waste Authority (“Authority”) jointly administered contract services for the cities of Gonzales, Soledad and Greenfield; and

WHEREAS, the Authority will now administer contract services individually for each of the cities; and

WHEREAS, the City of Soledad desires assistance from the Authority in the administration of the extended contract with TCDR, and is willing to compensate the Authority for providing such contract administration services through the collection of administrative charges to all customers within the City; and

WHEREAS, the Authority has the requisite expertise and is willing to provide contract administration services to the City of Soledad.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the Council approves an Interagency Agreement with the Salinas Valley Solid Waste Authority for Solid Waste and Recycling Contract Administration Services, a copy of which is attached hereto marked as **Exhibit A**, and by this reference incorporated herein, and Authorizes and Directs the Interim City Manager to execute the same on behalf of the City.

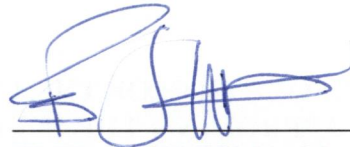
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 7th day of December, 2016, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Mayor Pro Tem Alejandro Chavez, Anna M. Velazquez, Carla A. Stewart, and Mayor Fred J. Ledesma

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None



FRED J. LEDESMA, Mayor

ATTEST:



DONALD T. WILCOX, Interim City Clerk

INTER-AGENCY AGREEMENT FOR SOLID WASTE CONTRACT ADMINISTRATION SERVICES

The following is an Inter-Agency Agreement between the City of Soledad (the City) and the Salinas Valley Solid Waste Authority (the "Authority").

WHEREAS, the City has revised and extended its solid waste, recycling, and organics collection services agreement with Tri Cities Disposal and Recycling (TCDR); and

WHEREAS, the contract extension includes new reporting, public outreach and education plan requirements; and

WHEREAS, in the past, the Authority jointly administered contract services for the cities of Gonzales, Soledad and Greenfield; the Authority will now administer contract services individually for each of the cities; and

WHEREAS, the City desires assistance from the Authority in the administration of the extended contract with TCDCR, and is willing to compensate the Authority for providing such contract administration services through the collection of service fees from collection service customers; and

WHEREAS, the Authority has the requisite expertise and is willing to provide contract administration services to the City;

NOW, THEREFORE the City and the Authority agree as follows:

ARTICLE 1- SERVICES TO BE SUPPLIED BY THE AUTHORITY

1.1 Included Services- The Authority shall provide the following contract administration services:

- A. Review, update, and track contract reporting requirements and timeframes per Appendix K of the revised and restated franchise agreement;
- B. Review, update, and track public outreach and education requirements and timeframes per Appendix F of the revised and restated franchise agreement;
- C. Assist the City in monitoring TCDCR's conformance with the requirements and specifications of the revised and restated franchise agreement;
- D. Review of TCDCR's monthly, quarterly, and annual reports and invoices including; financial reports, solid waste, recycling and organics waste data reports, complaint logs, and other additional reports as may be required by the City;
- E. Consult with the City and meet with TCDCR to assist in the resolution of problems, if any, between TCDCR and the City;
- F. Conduct quarterly Franchise meetings with TCDCR and the City to discuss and resolve any operational issues and coordinate on-going public education and outreach efforts;
- G. Preparation of contract amendments, as needed;
- H. Six-month progress report to the City Council on TCDCR's initial performance since the start of the revised and restated franchise agreement;
- I. Annual presentation to the City Council on TCDCR's performance, annual tonnage and diversion efforts, and adherence to the terms of the agreement, if desired;
- J. Assist the City with the annual adjustment to Contractor's compensation;
- K. Assist the City with the annual rate adjustment process;
- L. Prepare a task list and timeline to ensure that a new collection services contract is in place prior to the termination of the existing revised and restated franchise agreement;
- M. Other services or periodic reports as requested by the City and agreed to by the Authority.

1.2 Excluded Services- The Authority's responsibility is limited to administering the contract between the City and TCDCR and does not include dealing with the customers of the City. The City shall provide billing, customer service and all aspects of dealing with the residential and commercial customers.

ARTICLE 2- AUTHORITY COMPENSATION

The City shall pay the Authority an annual Contract Administration Fee of \$15,000 for the term of the contract. The Fee shall be effective January 1, 2017 and paid in quarterly installments beginning April 1, 2017. The annual Contract Administration Fee shall be adjusted annually, each July 1st, commencing July 1, 2017, by the change in the Consumer Price Index, All Urban Consumers, for the San Francisco - Oakland - San Jose Metropolitan Area using the February index in accordance with Appendix J of the revised and restated TCDR franchise agreement. The Authority may review and adjust the Contract Administration Fee at the end of each year of the contract, if the Authority's costs exceed the fee amount. The Authority shall give the City a minimum sixty (60) days notice of any proposed fee adjustment. The City may terminate this Agreement within said sixty-day notice period if the proposed fee adjustment is not acceptable.

ARTICLE 3- TERM

The term of this Agreement shall be for the TCDR's extended franchise period which begins January 1, 2017 and is scheduled to end June 30, 2025. In the event the Authority determines that it is not economic for the Authority to provide services to the City for the annual fees specific herein or in effect at any time under this Agreement, the Authority may terminate this Agreement before June 30, 2025, by giving the City six (6) months advance notice of such termination. The City may terminate this Agreement by giving the Authority six (6) months advance notice of such termination.

ARTICLE 4- RELEASE OF CLAIMS AND INDEMNITY


The City hereby waives and releases any claims, liabilities, demands and lawsuits that the City might otherwise have against the Authority and its agents and consultants arising out of or relating in any way to the Authority's performance of services pursuant to this Agreement, except for claims that arise solely out of Authority's negligence or willful misconduct.. This release includes any unknown and unanticipated claims.

The Authority hereby waives and releases any claims, liabilities, demands and lawsuits that it may have against the City its agents, employees and consultants arising out of or relating in any way to any claim, demand or lawsuit initiated by a third party against the Authority related to the Authority's performance of services pursuant to this Agreement, except for claims that arise solely out of City's negligence or willful misconduct. This release includes any unknown and unanticipated claims.


IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates indicated below.

CITY OF SOLEDAD

Dated: 12/12/16

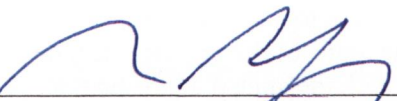
By: 
Donald T. Wilcox, Interim City Manager

City Clerk: Donald T. Wilcox

By: 
Interim City Clerk

APPROVED AS TO FORM:

City Attorney: Mike Rodriguez

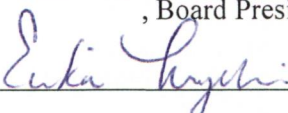
By: 

SALINAS VALLEY SOLID WASTE AUTHORITY

Dated: 1/19/17

By: 
, Board President

Clerk of the Board: Erika Trujillo

By: 

APPROVED AS TO FORM:

General Counsel: Thomas Bruen

By: Thomas Bruen

