



**AGENDA**  
OF A REGULAR MEETING  
OF THE  
COACHELLA/INDIO WASTE TRANSFER STATION  
JOINT POWERS AUTHORITY



**December 14, 2020**  
12:00 noon

Pursuant to California Governor's Executive Order N-29-20, this meeting will be conducted by teleconference/electronically and there will be no in-person public access to the meeting location.

- Public comments may be received **either via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes**:
  - Written comments may be submitted to the Authority electronically via email to [cityclerk@coachella.org](mailto:cityclerk@coachella.org). Transmittal **prior to the start** of the meeting is required.
  - **Or**, you may leave a message at **(760)-262-6240 before 11:30 a.m.** on the day of the meeting to be added to the public comment queue and requesting a Zoom link to the meeting. **If speaking via Zoom, you must dial in by 11:45 a.m.**
- The **live stream** of the meeting may be **viewed online** through YouTube at the following link: <https://youtu.be/-aYMkjLRaNQ>

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF AGENDA:**

“At this time the Authority may announce any items being pulled from the agenda or continued to another date or request the moving of an item on the agenda.”

**APPROVAL OF THE MINUTES:**

1. Regular Meeting of October 5, 2020, of the Coachella/Indio Waste Transfer Station Joint Powers Authority.

**PRESENTATION:**

2. Overview of the Joint Powers Authority Agreement

**NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

3. Authorize execution of the following agreements: 1) First Amendment to Agreement for Disposal of Solid Waste and 2) Third Amendment to Sublease Agreement.

**PUBLIC COMMENTS:**

“The public may address the Authority on any item of interest to the public that is not on the agenda, but is within the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.”

**REPORTS AND REQUESTS:**

**ADJOURNMENT:**

*Complete Agenda Packets are available for public inspection on the  
City's website [www.coachella.org](http://www.coachella.org).*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

City Hall Council Chamber  
1515 Sixth Street, Coachella, California  
(760) 398-3502 ♦ [www.coachella.org](http://www.coachella.org)



**MINUTES**  
OF A REGULAR MEETING  
OF THE  
COACHELLA/INDIO WASTE TRANSFER STATION  
JOINT POWERS AUTHORITY



**October 05, 2020**  
4:00 PM

**CALL TO ORDER:**

The Regular Meeting of the Coachella/Indio Waste Transfer Station Joint Powers Authority was called to order at 4:01 p.m. by Chair Ortiz.

**ROLL CALL:**

**Voting Members Present:**

Commissioner Elaine Holmes and Vice Chair Megan Beaman Jacinto, and Chair Oscar Ortiz.

**Non-Voting Member Present:**

Coachella City Manager Bill Pattison (*arrived at 4:05 p.m.*)

**Absent:** Alternate Commissioner Josie Gonzalez, (*Alternate Voting Member*), Commissioner Steven Hernandez; and Indio City Manager Mark Scott (*non-voting members*). *It was announced that Mr. Scott was absent due to traveling and sent in his place Indio's Public Works Director Tim Wassil.*

**Pursuant to Executive Order N-29-20 pertaining to the coronavirus/COVID-19, this meeting was conducted entirely by teleconference/electronically with no in-person public access to the meeting location.**

**APPROVAL OF AGENDA:**

There were no modifications to the agenda.

**APPROVAL OF THE MINUTES:**

- 1. Regular Meeting of June 2, 2020, of the Coachella/Indio Waste Transfer Station Joint Powers Authority.

Motion: To approve the minutes as presented.  
Made by: Commissioner Holmes  
Seconded by: Vice Chair Beaman Jacinto  
Approved: 3-0, by the following roll call vote:

AYES: Commissioner Holmes, Vice Chair Beaman Jacinto and Chair Ortiz.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Commissioner Hernandez.

**PRESENTATION:**

- 2. Presentation on the Gate Rate Collection Process

**NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

- 3. Authorize staff to prepare amendments to the appropriate agreements to:
  - 1. Direct the Coachella Valley Transfer Station’s waste to the Salton Landfill; and
  - 2. Align all agreements to match the Master Lease Agreement term end date.

Motion: To direct staff to prepare draft agreements and return to the Authority for final approval.

Made by: Vice Chair Beaman Jacinto  
Seconded by: Commissioner Holmes  
Approved: 3-0, by the following roll call vote:

AYES: Commissioner Holmes, Vice Chair Beaman Jacinto and Chair Ortiz.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Commissioner Hernandez.

**PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):**

None.

**PUBLIC COMMENTS:**


None.

**REPORTS AND REQUESTS:**

**ADJOURNMENT:**

There being no further business to come before the Board Authority, Chair Ortiz adjourned the meeting at 4:22 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk



**STAFF REPORT  
12/14/2020**

**TO:** Honorable Chair and Commissioners  
**FROM:** Maritza Martinez, Public Works Director  
**SUBJECT:** Authorize execution of the following agreements: 1) First Amendment to Agreement for Disposal of Solid Waste and 2) Third Amendment to Sublease Agreement.

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**STAFF RECOMMENDATION:**

Authorize execution of the following agreements: 1) First Amendment to Agreement for Disposal of Solid Waste and 2) Third Amendment to Sublease Agreement.

**EXECUTIVE SUMMARY:**

The Coachella Valley Transfer Station (CVTS) is currently operating within a Waste Disposal Agreement (WDA) it executed with the County of Riverside (County). This agreement directs the flow of the waste stream received at CVTS. Through this agreement the County directs that the first 130,000 tons received by CVTS can be redirected outside the County of Riverside and tonnage received above 130,000 must be disposed of within the County of Riverside’s landfill system. The Joint Powers Authority (JPA) receives a higher sublease payment for tonnages received outside of the County of Riverside system; \$7.11 per ton compared to \$5.75 per ton (within County landfill system). The WDA agreement will expire on June 19, 2021. After that date the JPA no longer has to operate within the constraints of a WDA, which directs where its waste must go. However, the JPA’s Master Lease Agreement between the JPA and County for the property the CVTS operates on dictates that if the waste stream is directed outside of the County, then the JPA must pay the County an “extended rental rate” of \$0.75 per ton; this fee based on current tonnage would be in excess of \$120,000 per year.

Based upon the direction provided by the Commission on October 5, 2020, the following amendments to existing agreements between the JPA and Burrtec Waste Industries Inc (Burrtec) were drafted: 1) First Amendment to the Agreement for Disposal of Solid Waste and 2) Third Amendment to Sublease Agreement between the JPA and Burrtec. If the Commission authorizes the execution of the proposed amendments both agreement terms will extend through August 9, 2026 (to match the term of the Master Lease Agreement) and effective July 1, 2021 all CVTS tonnage will be disposed of at the Salton City Landfill. Additionally, the amendments will identify

that all tonnage received at CVTS will be paid to the JPA at a \$7.11 per ton (to be adjusted annually for CPI) and Burrtec will pay the County the required Extended Rental Rate of \$0.75 per ton.

The First Amendment to the Agreement for Disposal of Solid Waste would amend the following sections and would be effective as of June 20, 2021:

- Section 6 Term, would be amended from June 19, 2021 to August 9, 2026;
- Section 7A Disposal Fee , reflects the updated disposal fee per ton from \$27.75 to \$31.99;
- Section 7B, Extended Rental Rate, is new language identifying the responsibility by Burrtec to pay the Extended Rental Rate established in the Master Lease Agreement and payable to the County at \$0.75 per ton; this replaces the County Export Fee which will no longer be required of the Authority as it was a requirement established in the County WDA.

The Third Amendment to the Sublease Agreement would amend the following sections and be effective as of July 1, 2021:

- Section 4.01 Term, of the Sublease Agreement would be extended through August 9, 2026
- Section 5.05 Sublease Payment, is updated to reflect the current Sublease Payment of \$7.11

Attachments:

First Amendment to the Agreement for Disposal of Solid Waste

Third Amendment to the Sublease Agreement

## FIRST AMENDMENT TO AGREEMENT FOR DISPOSAL OF SOLID WASTE

This First Amendment to Agreement for Disposal of Solid Waste (“First Amendment”) is entered into as of December 14, 2020 by and between the Coachella/Indio Waste Transfer Station Authority (the “AUTHORITY”) and Burrtec Waste Industries, Inc., a California corporation (“BURRTEC”):

### RECITALS

A. On March 19, 2015, AUTHORITY and BURRTEC entered into that certain Agreement for Disposal of Solid Waste (the “Burrtec WDA”).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Burrtec WDA.

C. The AUTHORITY and BURRTEC now wish to amend the Burrtec WDA to extend its term and revise certain disposal fees.

NOW THEREFORE, based on and in consideration of the foregoing recitals, the mutual promises herein and for other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

1. Term. Section 6 of the Burrtec WDA shall be amended to provide that the Agreement shall end on August 9, 2026, unless extended by mutual agreement of BURRTEC and the AUTHORITY.

2. Disposal Fees. Effective as of the date hereof, Section 7.A of the Burrtec WDA shall be deleted in its entirety and the following shall be substituted in its stead:

A. Disposal Fee.

AUTHORITY shall be charged a per ton disposal fee on the Effective Date of this First Amendment of \$31.99 for delivery of Solid Waste Residue that is transported to the Landfill in a transfer vehicle with walking floors (i.e., typical minimum 20+ tons per pay load) or “possum belly” trucks (typically 23+ tons per pay load). The disposal fee shall be adjusted according to the provisions of SECTION 8.

3. County Export Fees. Effective as of the date hereof, Section 7.B of the Burrtec WDA shall be deleted in its entirety and the following shall be substituted in its stead:

B. Extended Rental Rate.

The disposal fee set forth in paragraph A of this Section 7 is inclusive of the following fee payable to Riverside County pursuant to the County Agreement: Extended Rental Rate of \$.75 per ton. BURRTEC shall timely pay the Extended Rental Rate to Riverside County. Should the County increase the amounts of the



Extended Rental Rate charged to AUTHORITY, the disposal fee shall be adjusted accordingly and BURRTEC shall pay the increased amounts.

3. CPI Index. The Parties understand and agree that the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles/Riverside/Orange Co. ("Prior Index") has been discontinued and its successor is the Consumer Price Index for all Urban Consumers (CPI-U) for Riverside-San Bernardino-Ontario area ("Successor Index"). References to the Prior Index in the Burrtec WDA shall mean the Successor Index.

4. Other Terms and Conditions Unchanged.

Except as expressly amended by this First Amendment, all other terms and conditions of the Agreement for Disposal of Solid Waste shall remain unchanged. In the event of any conflict between the terms of this First Amendment and the terms of the Agreement for Disposal of Solid Waste, the terms and conditions in this First Amendment shall prevail and control.

5. Counterparts.

This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6. Authority.

The persons executing this First Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Section Amendment on behalf of those parties and that by doing so, the parties hereto are formally bound to the provisions of this First Amendment.

7. Effective Date.

The First Amendment shall be effective June 20, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by and through their respective authorized officers, as of the date first above written.

BURRTEC WASTE INDUSTRIES, INC.  
A CALIFORNIA CORPORATION

COACHELLA/INDIO WASTE  
TRANSFER STATION AUTHORITY

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### THIRD AMENDMENT TO SUBLEASE AGREEMENT

This Third Amendment to Sublease Agreement (“Third Amendment”) is entered into as of December 14, 2020 by and between the Coachella/Indio Waste Transfer Station Authority (“JPA”) and Burrtec Waste Industries, Inc., a California corporation (“Contractor”):

#### RECITALS

A. On February 22, 2000, the JPA and Contractor entered into that certain Second Amended & Restated Facility Operations and Sublease Agreement, on July 1, 2010, the JPA and Contractor entered into that certain Amendment to Sublease Agreement, and on March 19, 2015, the JPA and Contractor entered into that certain Second Amendment to Sublease Agreement (collectively the “Sublease Agreement”).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Sublease Agreement.

C. On March 19, 2015, JPA and Contractor entered into that certain Agreement of Disposal of Solid Waste and concurrently herewith, the JPA and Contractor are entering into that certain First Amendment to Agreement for Disposal of Solid Waste (collectively the “Burrtec WDA”).

D. The JPA and Contractor now wish to amend certain payments in connection with the delivery of Solid Waste Residue from the Facility to the Salton City Solid Waste Site.

NOW THEREFORE, based on and in consideration of the foregoing recitals, the mutual promises herein and for other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

1. Term. Section 4.01 of the Sublease Agreement shall be amended to provide that the Agreement shall continue until August 9, 2026.
2. Sublease Payment.

Effective as of the date hereof, Section 5.05 (1) of the Sublease Agreement shall be deleted in its entirety and the following shall be substituted in its stead:

- (1) A sum equal to \$7.11 for each ton of solid waste that is delivered to the Facility, regardless of source, for which a Gate Fee is payable under the terms of this Agreement. Commencing July 1, 2021, and each July 1 thereafter, such amounts may be increased by an amount equal to the percentage change in the Consumer Price Index, All items, CPI-U, for the Riverside-San Bernardino-Ontario area (the “CPI”) for the immediately preceding calendar year from January 1 to December 31 and for each subsequent calendar year thereafter.

3. Other Terms and Conditions Unchanged.

Except as expressly amended by this Third Amendment, all other terms and conditions of the Sublease Agreement shall remain unchanged. In the event of any conflict between the terms of this Third Amendment and the terms of the Sublease Agreement, the terms and conditions in this Third Amendment shall prevail and control.

4. Counterparts.

This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

5. Authority.

The persons executing this Third Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Section Amendment on behalf of those parties and that by doing so, the parties hereto are formally bound to the provisions of this Third Amendment.

6. Effective Date.

The Third Amendment shall be effective July 1, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by and through their respective authorized officers, as of the date first above written.

BURRTEC WASTE INDUSTRIES, INC.  
A CALIFORNIA CORPORATION

COACHELLA/INDIO WASTE  
TRANSFER STATION AUTHORITY

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_