



SUPPLEMENTAL MATERIAL
WAS ADDED TO THE
BOARD OF DIRECTORS
April 18, 2109
AGENDA PACKET

Pertaining to the following Scheduled Items:

4/16/2019

ITEM NO. 7: EXPANDED ORGANICS PROGRAM AND LEGISLATIVE UPDATED

1. SWANA Letter: Proposed Regulation and Short-lived Climate Pollutants (SLCP): Organic Waste Emissions – Added
2. PowerPoint Presentation – Added

ITEM NO. 8: INTRODUCTION & FIRST READING OF ORDINANCE NO. 11 AMENDING AUTHORITY CODE
ARTICLE 2.08 CONFLICT OF INTEREST CODE

1. Attachment No. 2 – Draft Summary of Ordinance No. 11 - Revised

The “*Supplemental Materials*” have been added to the end of its corresponding agenda item in the agenda packet.



AGENDA Regular Meeting

BOARD OF DIRECTORS

April 18, 2019, 6:00 p.m.

Gonzales City Council Chambers
117 Fourth Street, Gonzales, California

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: John M. Phillips
County: Chris Lopez, *Alt. Vice President*
Salinas: Gloria De La Rosa, *Vice President*
Salinas: John Villegas
Salinas: Christie Cromeenes
Gonzales: Elizabeth Silva
Soledad: Marisela Lara
Greenfield: Andrew Tipton
King City: Robert S. Cullen, *President*

Alternate Directors

County: Luis Alejo
Salinas: Joseph D. Gunter
Gonzales: Scott Funk
Soledad: Carla Stewart
Greenfield: Robert White
King City: Darlene Acosta

TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

Receive public comment from audience on items which are not on the agenda. The public may comment on scheduled agenda items as the Board considers them. Speakers are limited to three minutes at the discretion of the Chair.

CONSENT AGENDA:

All matters listed under the Consent Agenda may be enacted by one motion unless a member of the Board, a citizen, or a staff member requests discussion or a separate vote.

- 1A. [Minutes of the March 7, 2019 Special Meeting](#)
- 1B. [Minutes of the March 21, 2019 Meeting](#)
2. [February 2019 Claims and Financial Reports](#)
3. [March 2019 Quarterly Investments Report](#)
4. [Member and Interagency Activity Report for March 2019 and Upcoming Events](#)
5. [A Resolution Approving Supplemental Appropriation of \\$12,766 for the Acceptance of the Mattress Recycling Council's Micro Grants for Mattress Collection Facilities – Cycle 1 Collections](#)

PRESENTATION

6. [WALLY-WASTE-NOT AWARDS](#)
 - A. Receive Report from Mandy Brooks, Resource Recovery Manager
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only

7. [EXPANDED ORGANICS PROGRAM AND LEGISLATIVE UPDATES](#)
 - A. Receive Report from Mandy Brooks, Resource Recovery Manager
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only

CONSIDERATION

8. [INTRODUCTION & FIRST READING OF ORDINANCE NO. 11 AMENDING AUTHORITY CODE ARTICLE 2.08 CONFLICT OF INTEREST CODE](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Conduct First Reading by Title Only

FUTURE AGENDA ITEMS

9. [AGENDA ITEMS – VIEW AHEAD SCHEDULE](#)

CLOSED SESSION

Receive public comment from audience before entering into closed session:

10. Pursuant to Government Code Section 54956.8 to confer with legal counsel and real property negotiators General Manager/CAO Patrick Mathews, Asst. GM/Ops Manager Cesar Zuñiga, Finance and Administration Manager Ray Hendricks, and Interim General Counsel James Sanchez, concerning the possible terms and conditions of acquisition, lease, exchange or sale of 1) Salinas Valley Solid Waste Authority Property, APNs 003-051-086 and 003-051-087, located at 135-139 Sun Street, Salinas, CA: and 2) Republic Services Property, APNs 261-051-005, 007, and 019, located at 1120 Madison Lane, Salinas CA
11. Pursuant to Government Code Section 54956.9(d) to confer with legal counsel regarding one item involving significant exposure to litigation associated with the City of Salinas notice of intention to withdraw.
12. Pursuant to Government Code 54957(b) to confer with General Manager/CAO Patrick Mathews and Asst. GM/Ops Manager Cesar Zuñiga, concerning the resignation of the Authority's General Counsel and the appointment/employment of counsel.

RECONVENE

13. [A RESOLUTION APPROVING THE AGREEMENT FOR AUTHORITY GENERAL COUNSEL LEGAL SERVICES](#)
 - A. Receive Report from Robert Cullen, Board President
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Adopt Resolution

ADJOURNMENT

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This agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 128 Sun St., Ste 101, Salinas, on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, and the Authority's Website on Thursday, April 10, 2019. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, Thursday, May 16, 2019. Staff reports for the Authority Board meetings are available for review at: ► Salinas Valley Solid Waste Authority: 128 Sun Street, Ste. 101, Salinas, CA 93901, Phone 831-775-3000 ► Web Site: www.salinasvalleyrecycles.org ► Public Library Branches in Gonzales, Prunedale and Soledad. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a Español.*

MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
SPECIAL BOARD MEETING
MARCH 7, 2019

CALL TO ORDER

Vice President Cullen called the meeting to order at 5:05 p.m.

ROLL CALL

The following Board Directors were present:

County of Monterey	Chris Lopez, Alt. Vice President
County of Monterey	John M. Phillips
City of Salinas	Gloria De La Rosa, Vice President
City of Salinas	John Tony Villegas
City of Salinas	Christie Cromeenes
City of Gonzales	Elizabeth Silva
City of Soledad	Marisela Lara
City of Greenfield	Robert White, <i>alternate</i>
City of King	Robert Cullen, President

The following Board Directors were absent:

City of Greenfield Andrew Tipton

Staff Members Present:

Patrick Mathews, General Manager/CAO
Cesar Zuñiga, Asst. GM/Operation Manager
Ray Hendricks, Finance and Administration
Manager
Mandy Brooks, Resource Recovery Manager

Brian Kennedy, Engineering and Environmental
Compliance Manager
Erika J. Trujillo, Clerk of the Board
James Sanchez, Interim General Counsel

MEETING ANNOUNCEMENTS

(5:06) President Cullen announced the availability of translation services. No member from the public requested the service.

GENERAL MANAGER COMMENTS

(5:06) General Manager/CAO Mathews commented on the response letter received from the City of Salinas two hours prior to the meeting regarding the financial assurance requested by the Authority. President Cullen stated there would be a five-minute break to allow the Board members to review the copies of the letter handed to them.

(5:08) Break

(5:13) President Cullen reconvened the meeting. President Cullen noted that the date on the letter reflected February 19, 2019; however, it was received just prior to the Executive Committee meeting via US Postal Service.

DEPARTMENT MANAGER COMMENTS

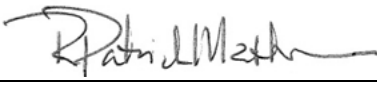
(5:14) None

BOARD DIRECTORS COMMENTS

(5:14) Director Cullen indicated he would not be attending the March Board meeting.

PUBLIC COMMENT

(5:14) None

ITEM NO. 1A
Agenda Item

General Manager/CAO
<i>J. Sanchez by et</i>
General Counsel Approval

CLOSED SESSION

(5:14) Item No. 1 was postponed to the end of the agenda, if needed.

1. Pursuant to Government Code Section 54956.9(d) to confer with legal counsel regarding one item involving significant exposure to litigation associated with the City of Salinas notice of intention to withdraw.

CONSIDERATION

2. CONSIDERATION OF ACTIONS RELATED TO THE NOTICE OF WITHDRAWAL FROM THE CITY OF SALINAS (5:15) Interim Legal Counsel Sanchez provided a summary of the legal standpoint on the current status of Agency related to the action required with the City of Salinas one-year notice on intent to withdraw from the agency. He indicated that the letter received from the City of Salinas in response to the financial assurance concluded that the City of Salinas felt it was premature to detail financial assurances before a decision on withdrawal is made. Nonetheless, the City of Salinas reaffirmed that if they decided to withdraw, they would fulfill their financial obligations under the Joint Powers Agreement. However, in his opinion the Authority Board is not in the position to not do anything as there are actions and issues that need to be addressed, such as; notifying the Bond holders of the potential loss of 60% of revenue; the credit worthiness of the Authority with the potential loss of revenue as there are grant monies contingent upon the City of Salinas participation; and the potential breach of contract litigation if the Joint Powers Agreement (JPA) requirements are not met. Mr. Sanchez indicated that in light of these challenges moving through the process will require actions prior to the one-year deadline. He indicated General Manager/CAO Mathews, Authority staff, and himself drafted an alternate proposal offer for the City of Salinas that was reviewed and approved by the Executive Committee.

(5:21) President Cullen commented that the expressed desire from the City of Salinas to move the Sun Street Transfer Station has been recognized by the Authority Board and in light of the legal issues addressed by Mr. Sanchez, the Executive Committee supports each of the terms of the alternate proposal for the City of Salinas and the Authority. President Cullen reviewed the proposal detailing the importance of each commitment by both the City of Salinas and the Authority in an effort to avoid the City of Salinas from withdrawing from the JPA.

Board Comments: The Board discussed the summary and presentation inquiring about the development of the proposal, expectation of the proposal, commitment to each action within the proposal, the commitment required from both the Authority and the City of Salinas on each of the proposed compromised actions, and the City of Salinas approval to have R3 Consulting conduct a study to evaluate and verify the information given by the Authority and the previous study done by the same consultant. Concerns for the City of Salinas expected study completion date of late August 2019 were expressed by President Cullen and Director Phillips due to any unforeseen delays and the proximity of the one-year notice termination date. Director Cromeenes and Director Phillips expressed concerns of mistrust of the City of Salinas towards the Authority to relocate the Sun Street Transfer Station and the commitment of progress on the Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District (District) and the Authority. Directors Cromeenes, Phillips, and Cullen commented on their understanding of the need and support for a Salinas area public facility. Director Cromeenes commented on the understanding of the City of Salinas of the services provided by both the District and the Authority. The Board discussed the commitment of the Authority Board to steer the agency in the correct

direction by making suitable decisions and the commitment required by the City of Salinas to collaborate with Authority. Director Villegas expressed his disapproval of actions being taken prematurely indicating the intent of the City of Salinas to provide the notice and conduct the study is to obtain further data and information to make an informed decision. The Board discussed previous studies conducted by the same consultant related the same information. The request of a presentation providing an update on the MOU was requested to be conducted at the March Board meeting.

Public Comment: Jim Sandoval, City of Salinas commented on the decision from the City of Salinas to move forward with the study indicating there are a number of moving parts and the City Council desires to look at various options with current data to be able to analyze the best approach for the handling of **the city's solid waste and the franchise hauler contract**. Mr. Sandoval clarified that the intent of the City of Salinas included maintaining a local facility for self-haul customers to dispose of solid waste and household hazards.

Leticia Hernandez, Resident of Salinas and member of the Alisal Vibrancy Plan group expressed her disagreement with comments being made that the Alisal Vibrancy Plan group considers the Salinas Transfer Station an injustice. Ms. Hernandez commented on a presentation given the group in which it was explained to the group that it was injustice to have the Sun Street Transfer Station. However, she indicated that the group does not agree as they see the transfer station as a resource. She expressed her support for the City of Salinas and the Authority to work collaboratively and build an enclose facility to serve the public.

Paula Getzelman, member of the Citizens Advisory Group for the Authority commented on the numerous sites analyzed and identified as potential sites for a Salinas area facility by the group in an attempt to relocate the Sun Street Transfer Station that have been discarded by the City of Salinas. She expressed the importance of cooperation and commitment by the City of Salinas.

Motion: Director Lopez made a motion to forward the proposal to the City of Salinas. Vice President De La Rosa Seconded the motion.

Votes: Motion carried 9,0

Ayes: Cullen, De La Rosa, Lopez, Silva, Phillips, Cromeenes, Lara, Villegas, White (alt)

Noes: None

Abstain: None

Absent: Tipton

CLOSED SESSION

- ~~1. Pursuant to Government Code Section 54956.9(d) to confer with legal counsel regarding one item involving significant exposure to litigation associated with the City of Salinas notice of intention to withdraw.~~

Item No. 1 was deemed unnecessary and was not discussed.

ADJOURNED

(6:02) President Cullen adjourned the meeting.

APPROVED: _____
Robert Cullen, President

Attest: _____
Erika J. Trujillo, Clerk of the Board

MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD MEETING
MARCH 21, 2019

CALL TO ORDER

Vice President De La Rosa called the meeting to order at 6:00 p.m.

ROLL CALL

The following Board Directors were present:

County of Monterey	Chris Lopez, Alt. Vice President
County of Monterey	John M. Phillips
City of Salinas	Gloria De La Rosa, Vice President
City of Salinas	John Tony Villegas
City of Salinas	Christie Cromeenes
City of Gonzales	Elizabeth Silva
City of Soledad	Marisela Lara (<i>arrived at 6:02</i>)
City of King	Darlene Acosta, <i>Alternate</i>
City of Greenfield	Andrew Tipton

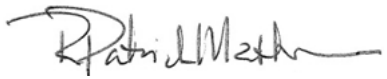
The following Board Directors were absent:

City of King Robert Cullen, President

Staff Members Present:

Patrick Mathews, General Manager/CAO
Cesar Zuñiga, Asst. GM/Operation Manager
Mandy Brooks, Resource Recovery Manager
Ray Hendricks, Finance and Administration
Manager

Brian Kennedy, Engineering and Environmental
Compliance Manager
Erika J. Trujillo, Clerk of the Board
Rosie Ramirez, Administrative Assistant
James Sanchez, Interim General Counsel

ITEM NO. 1B
Agenda Item

General Manager/CAO
General Counsel Approval

MEETING ANNOUNCEMENTS

(6:01) Vice President De La Rosa announced the availability of translation services. No member from the public requested the service.

GENERAL MANAGER COMMENTS

(6:01) General Manager/CAO Mathews commented on the article from the Herald Newspaper related to rate increase in Monterey, as well as, the articles from WasteDive, regarding India's recycling markets that were provided to the Board.

DEPARTMENT MANAGER COMMENTS

(6:04) Assistant General Manager/Operations Manager Zuñiga commented on the increase of accidents / incidents / injuries seen at all facilities. He indicated the number of customers received continues to increase at all facilities and there has been no adjustment to the number of Authority staff. Mr. Zuñiga informed the Board that the organics program is moving forward with PG&E providing the power for the De-Packager, but future operations levels are unknown due to Salinas potential withdrawal. Resource Recovery Manager Brooks commented on the upcoming compost workshop at Rancho Cielo and the first round of the Tire Amnesty event currently under way.

BOARD DIRECTORS COMMENTS

(6:09) None

PUBLIC COMMENT

(6:09) Kirstin Skromme with Waste Management commented on the Cleanup event taking place in King City the upcoming weekend. She thanked the Authority for the support provided at the cleanups.

RECOGNITIONS

A. New Employee Introduction

(6:10) Resource Recovery Manager Brooks introduced Janna Faulk, Recycling Coordinator and provided a summary of her experience and current duties.

Mrs. Faulk commented on her experience in working with the Authority the past few months, emphasizing the wonderful support she has received by management.

CONSENT AGENDA (6:15)

1. Minutes of the February 21, 2019 Meeting
2. January 2019 Claims and Financial Reports
3. Member and Interagency Activity Report for February 2019 and Upcoming Events
4. Resolution No. 2019-09 Ratifying Change Order No. 1 for an Estimated Amount of \$199,170 to the Construction Contract Awarded to Wood Bros. Inc. for the Johnson Canyon Landfill Module 7 Construction (CIP 9527)

Board Comments: None

Public Comment: None

Motion: Director Lopez made a motion to approve the consent agenda as presented. Director Phillips seconded the motion.

Votes: Motion carried 9,0

Ayes: Silva, De La Rosa, Lopez, Phillips, Cromeenes, Tipton, Villegas, Lara, Acosta (alt)

Noes: None

Abstain: None

Absent: Cullen

PRESENTATION

5. UPDATE ON THE ACTIONS RELATED TO THE NOTICE OF WITHDRAWAL FORM THE CITY OF SALINAS

(6:16) General Manager/CAO Mathews provided a brief review of the compromise offer that was forwarded to the City of Salinas. He reviewed the background on public services offered by the Authority, the self-haul customer trip counts for each site, the timeline of actions taken and the potential timeline for issues to be resolved. Mr. Mathews indicated some issues could take several years to resolve

Board Comments: The Board discussed the presentation.

Public Comment: None

Motion: None; Information only

6. UPDATE ON THE COLLABORATION MEMORANDUM OF UNDERSTANDING (MOU) WITH MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (MRWMD)

(6:30) General Manger/CAO Mathews provided a brief review of the background leading up to the development and execution of the Memorandum of Understanding between the MRWMD and the Authority. He explained the requirement, benefits, and impacts of the State mandates SB1383, AB1826, and AB341, which are leading the agency to develop new programs. Mr.

Mathews provided an update on the statues of collaboration opportunities explaining there is an Exchange Agreement templet currently being worked on between the agencies.

Board Comments: The Board Discussed the presentation.

Public Comment: None

Motion: None; Informational only

PUBLIC HEARING

7. RESOLUTION NO. 2019-10 APPROVING THE DISPOSAL AND SERVICES FEES EFFECTIVE JULY 1, 2019
(6:49) Finance and Administration Manager Hendricks provided a brief presentation on the rate changes, the reason for the changes, and the residential and commercial rate payer impacts.

Public Hearing: The public hearing was opened at 6:53 p.m. There were no comments from the public. The public hearing was closed at 6:53.

Board Comments: None

Motion: Director Phillips made a motion to adopt Resolution No. 2019-10 approving the Disposal and Services Fees Effective July 1, 2019. Director Lopez seconded the motion.

Ayes: Silva, De La Rosa, Lopez, Phillips, Cromeenes, Tipton, Villegas, Lara, Acosta (alt)

Noes: None

Abstain: None

Absent: Cullen

CONSIDERATION

8. RESOLUTION NO. 2019-11 APPROVING THE OPERATING BUDGET, PERSONNEL ALLOCATION AND SALARY SCHEDULE FOR FY 2019-20

(6:54) Finance and Administration Manager Hendricks provided a very brief presentation on the proposed status quo budget, as directed by the Board at the February meeting.

Public Comment: None

Motion: Director Silva made a motion to adopt Resolution No. 2019-11 approving the Operating Budget, Personnel Allocation and Salary Schedule for FY 2019-20. Director Tipton seconded the motion.

Ayes: Silva, De La Rosa, Lopez, Phillips, Cromeenes, Tipton, Villegas, Lara, Acosta (alt)

Noes: None

Abstain: None

Absent: Cullen

FUTURE AGENDA ITEMS

9. AGENDA ITEMS – VIEW AHEAD SCHEDULE

(6:57) The Board reviewed the future agenda items.

CLOSED SESSION

(7:10) General Manager/CAO Mathews indicated there was no need to enter into closed session as there was nothing to discuss on Item Nos. 13 & 14:

10. Pursuant to Government Code Section 54956.8 to confer with legal counsel and real property negotiators General Manager/CAO Patrick Mathews, Asst. GM/Ops Manager Cesar Zuñiga, Finance and Administration Manager Ray Hendricks, and Interim General

~~Counsel James Sanchez, concerning the possible terms and conditions of acquisition, lease, exchange or sale of 1) Salinas Valley Solid Waste Authority Property, APNs 003-051-086 and 003-051-087, located at 135-139 Sun Street, Salinas, CA; and 2) Republic Services Property, APNs 261-051-005, 007, and 019, located at 1120 Madison Lane, Salinas CA~~

- ~~11. Pursuant to Government Code Section 54956.9(d) to confer with legal counsel regarding one item involving significant exposure to litigation associated with the City of Salinas Notice of intention to withdraw.~~

ADJOURNED

(6:57) President Cullen adjourned the meeting.

APPROVED: _____
Robert Cullen, President

Attest: _____
Erika J. Trujillo, Clerk of the Board



Report to the Board of Directors

ITEM NO. 2

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: April 18, 2019

From: C. Ray Hendricks, Finance and Administration
Manager

Title: February 2019 Claims and Financial Reports

RECOMMENDATIONS

The Executive Committee recommends acceptance of the February 2019 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of February for a summary of the Authority's financial position as of February 28, 2019. The following are highlights of the Authority's financial activity for the month of February.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of February 2019, operating expenditures exceeded revenues by \$607,992. Higher than typical operating expenditures in February are due to the second installment on our semi-annual bond payment made in February. Fiscal year 2018-19 to date operating revenues exceeded expenditures by \$1,774,341.

Revenues (Consolidated Statement of Revenues and Expenditures)

After eight months of the fiscal year, (66.66% of the fiscal year), revenues total \$15,125,004 or 76.7% of the total annual revenues forecast of \$19,720,275. February Tipping Fees totaled \$1,049,014 and for the year to date totaled \$10,116,977 or 79.8% of the forecasted total of \$12,672,500.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of February 28, (66.66% of the fiscal year), year-to-date operating expenditures total \$13,350,664. This is 67.0% of the operating budget of \$19,913,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of February 2019, capital project expenditures totaled \$556,791. \$379,355 was for the AB2766 Motor Vehicle Emission Grant. \$61,539 was for the Johnson Canyon Module 7 Engineering & Construction. \$38,950 was for the Concrete Grinding project. \$37,408 was for the JC Equipment Replacement project.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of February 2019 is attached for review and acceptance. February disbursements total \$1,533,693.26 of which \$422,952.62 was paid from the payroll checking account for payroll and payroll related benefits.

Following is a list of vendors paid more than \$50,000 during the month of February 2019.

Vendor	Services	Amount
Coast Counties Truck & Equipment Co.	2 CNG Peterbilt Trucks & Vehicle Maintenance	\$402,129.29
Vision Recycling	Organics Diversion Services & C&D Grinding Services	\$180,961.96

Cash Balances

The Authority's cash position decreased \$978,164.26 during February to \$ 27,840,044.32.

Most of the cash balance is restricted, held in trust, committed, or assigned as shown below.

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	4,370,453.16
State & Federal Grants	(817,256.48)
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	-
BNY - Sub Pmt Cap One 2014 Eq Lease	-
GEO Deposit (CEQA)	(16,064.59)

Funds Held in Trust:

Central Coast Media Recycling Coalition	100,800.58
Employee Unreimbursed Medical Claims	4,091.78

Committed by Board Policy:

AB939 Services	253,368.18
Designated for Capital Projects Reserve	2,969,712.87
Designated for Environmental Impairment Reserve	1,148,432.29
Designated for Operating Reserve	1,148,432.29
Expansion Fund (South Valley Revenues)	8,375,028.75

Assigned for Capital Projects 8,262,178.48

Available for Operations: 2,040,867.01

Total	<u>27,840,044.32</u>
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ATTACHMENTS

1. February 2019 Consolidated Statement of Revenues and Expenditures
2. February 2019 Consolidated Grant and CIP Expenditures Report
3. February 2019 Checks Issued Report



Salinas Valley Solid Waste Authority

Consolidated Statement of Revenues and Expenditure

For Period Ending February 28, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Revenue Summary</u>							
Tipping Fees - Solid Waste	12,672,500	1,049,014	10,116,977	79.8 %	2,555,523	0	2,555,523
Tipping Fees - Surcharge	1,849,550	116,904	1,286,216	69.5 %	563,334	0	563,334
Tipping Fees - Diverted Materials	2,029,525	141,737	1,509,365	74.4 %	520,160	0	520,160
AB939 Service Fee	2,319,700	193,308	1,546,464	66.7 %	773,236	0	773,236
Charges for Services	144,000	1,153	88,926	61.8 %	55,074	0	55,074
Sales of Materials	265,000	18,708	175,062	66.1 %	89,938	0	89,938
Gas Royalties	240,000	0	143,316	59.7 %	96,684	0	96,684
Investment Earnings	200,000	6,026	256,038	128.0 %	(56,038)	0	(56,038)
Other Non-Operating Revenue	0	100	2,641	0.0 %	(2,641)	0	(2,641)
Total Revenue	19,720,275	1,526,950	15,125,004	76.7 %	4,595,271	0	4,595,271
<u>Expense Summary</u>							
Executive Administration	509,000	32,152	284,343	55.9 %	224,657	1,633	223,023
Administrative Support	465,100	32,747	319,974	68.8 %	145,126	55,391	89,735
Human Resources Administration	224,400	9,432	129,488	57.7 %	94,912	1,083	93,829
Clerk of the Board	197,000	9,586	113,106	57.4 %	83,894	3,306	80,588
Finance Administration	897,800	40,060	504,020	56.1 %	393,780	3,213	390,567
Operations Administration	540,600	21,585	302,681	56.0 %	237,919	11,193	226,725
Resource Recovery	1,123,500	58,141	667,684	59.4 %	455,816	2,187	453,629
Marketing	75,000	10,588	25,894	34.5 %	49,106	45,151	3,955
Public Education	224,400	6,362	80,640	35.9 %	143,760	47,485	96,275
Household Hazardous Waste	936,700	39,787	487,482	52.0 %	449,218	164,456	284,763
C & D Diversion	155,800	48,366	83,002	53.3 %	72,798	1,304	71,493
Organics Diversion	1,037,900	139,356	508,174	49.0 %	529,726	477,806	51,920
Diversion Services	15,000	0	7,800	52.0 %	7,200	0	7,200
JR Transfer Station	556,500	38,068	335,526	60.3 %	220,974	38,200	182,774



Salinas Valley Solid Waste Authority

Consolidated Statement of Revenues and Expenditure

For Period Ending February 28, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
JR Recycling Operations	195,000	6,642	88,718	45.5 %	106,282	630	105,652
ML Transfer Station	400,000	0	285,308	71.3 %	114,692	0	114,692
SS Disposal Operations	1,183,100	73,923	782,295	66.1 %	400,805	75,960	324,845
SS Transfer Operations	1,289,100	74,950	805,510	62.5 %	483,590	150,019	333,571
SS Recycling Operations	851,200	44,931	493,081	57.9 %	358,119	51,651	306,467
JC Landfill Operations	2,862,700	197,938	1,843,478	64.4 %	1,019,222	597,208	422,014
JC Recycling Operations	432,500	17,787	225,961	52.2 %	206,539	2,028	204,511
Crazy Horse Postclosure Maintenance	544,600	29,843	278,665	51.2 %	265,935	70,739	195,196
Lewis Road Postclosure Maintenance	243,400	8,585	133,010	54.6 %	110,390	34,884	75,506
Johnson Canyon ECS	335,300	18,355	202,476	60.4 %	132,824	64,784	68,041
Jolon Road Postclosure Maintenance	228,800	997	153,452	67.1 %	75,348	9,050	66,299
Sun Street ECS	186,500	8,731	57,772	31.0 %	128,728	29,294	99,433
Debt Service - Interest	1,550,600	753,668	1,550,433	100.0 %	167	0	167
Debt Service - Principal	2,383,200	389,524	2,383,139	100.0 %	61	0	61
Closure Set-Aside	268,300	22,839	217,551	81.1 %	50,749	0	50,749
Total Expense	19,913,000	2,134,942	13,350,664	67.0 %	6,562,336	1,938,654	4,623,682
Revenue Over/(Under) Expenses	(192,725)	(607,992)	1,774,341	-920.7 %	(1,967,066)	(1,938,654)	(28,411)



Salinas Valley Solid Waste Authority

Consolidated Grant and CIP Expenditure Report

For Period Ending February 28, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Fund 180 - Expansion Fund							
180 9804 Long Range Facility Needs EIR	352,431	0	17,035	4.8 %	335,395	335,460	(65)
180 9806 Long Range Financial Model	55,620	0	15,903	28.6 %	39,717	11,332	28,385
180 9807 GOE Autoclave Final Project	100,000	0	0	0.0 %	100,000	0	100,000
Total Fund 180 - Expansion Fund	508,051	0	32,939	6.5 %	475,112	346,792	128,320
Fund 211 - Grants							
211 9213 Tire Amnesty 2017-18	21,032	0	16,551	78.7 %	4,481	0	4,481
211 9214 Organics Program 2016-17	1,146,717	13,216	489,298	42.7 %	657,419	10,072	647,347
211 9216 AB2766 Motor Vehicle Emission Re	379,335	379,355	379,355	100.0 %	(20)	0	(20)
211 9247 Cal Recycle - CCPP	72,858	0	2,507	3.4 %	70,351	0	70,351
211 9252 Cal Recycle - 2016-17 CCPP	26,196	12,593	18,737	71.5 %	7,459	0	7,459
211 9253 Cal Recycle - 2017-18 CCPP	21,782	2,947	4,597	21.1 %	17,185	0	17,185
Total Fund 211 - Grants	1,667,921	408,111	911,045	54.6 %	756,876	10,072	746,804
Fund 216 - Reimbursement Fund							
216 9802 Autoclave Demonstration Unit	141,499	0	0	0.0 %	141,499	0	141,499
216 9804 Long Range Facility Needs EIR	180,062	0	0	0.0 %	180,062	0	180,062
Total Fund 216 - Reimbursement Fund	321,560	0	0	0.0 %	321,560	0	321,560
Fund 800 - Capital Improvement Projects Fu							
800 9103 Closed Landfill Revenue Study	24,831	0	0	0.0 %	24,831	0	24,831
800 9104 Organics System Expansion Study	19,010	0	0	0.0 %	19,010	0	19,010
800 9105 Concrete Grinding	128,450	38,950	128,450	100.0 %	0	0	0
800 9106 Waste Composition Study	150,000	0	0	0.0 %	150,000	0	150,000
800 9316 CH Corrective Action Program	253,000	0	0	0.0 %	253,000	0	253,000
800 9319 CH LFG System Improvements	116,500	0	0	0.0 %	116,500	0	116,500
800 9401 LR LFG Replacement	5,000	0	0	0.0 %	5,000	0	5,000
800 9402 LFG Well Replacement	30,000	0	0	0.0 %	30,000	0	30,000



Salinas Valley Solid Waste Authority

Consolidated Grant and CIP Expenditure Report

For Period Ending February 28, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9506 JC Litter Control Barrier	61,343	0	7,352	12.0 %	53,991	42,699	11,291
800 9507 JC Corrective Action	225,000	0	0	0.0 %	225,000	0	225,000
800 9508 JC Drainage Modifications	200,000	0	2,524	1.3 %	197,476	0	197,476
800 9510 JC LFG System (Vertical Wells)	30,234	0	21,821	72.2 %	8,413	0	8,413
800 9511 JC LFG System (Horizontal Wells)	30,063	0	18,201	60.5 %	11,862	1,185	10,677
800 9526 JC Equipment Replacement	130,900	37,408	37,408	28.6 %	93,492	0	93,492
800 9527 JC Module 7 Engineering and Cons	4,933,506	61,539	441,126	8.9 %	4,492,380	4,014,535	477,845
800 9528 JC Roadway Improvements	2,218,937	0	0	0.0 %	2,218,937	0	2,218,937
800 9601 JR Transfer Station Improvements	83,399	0	0	0.0 %	83,399	0	83,399
800 9603 JR Well Replacement	75,000	0	0	0.0 %	75,000	0	75,000
800 9701 SSTS Equipment Replacement	222,575	8,698	55,182	24.8 %	167,393	0	167,393
800 9703 SSTS Improvements	41,014	2,086	16,459	40.1 %	24,555	0	24,555
Total Fund 800 - Capital Improvement Proje	8,978,762	148,680	728,522	8.1 %	8,250,239	4,058,420	4,191,820
Total CIP Expenditures	11,476,294	556,791	1,672,506	14.6 %	9,803,787	4,415,284	5,388,504

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2019 to 2/28/2019

Check #		Check Date	Amount	Check Total
21983	ADMANOR, INC CCRMC - MEDIA CAMPAIGN	2/8/2019	10,419.37	10,419.37
21984	AON RISK INSURANCE SERVICES WEST, INC . WORKER'S COMP	2/8/2019	17,155.00	17,155.00
21985	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	2/8/2019	368.70	368.70
21986	BANK OF NEW YORK FINANCE BANK SERVICE FEE	2/8/2019	5,500.00	5,500.00
21987	BC LABORATORIES, INC ALL SITES LAB WATER ANALYSIS	2/8/2019	1,355.48	1,355.48
21988	BOOTS ROAD GROUP LLC CITY RECYCLE BANNERS: GRAPHIC DESIGN CITY RECYCLE BANNERS: MARKETING MESSAGE	2/8/2019	5,445.00 1,740.00	7,185.00
21989	VOID		-	-
21990	CARDLOCK FUELS SYSTEM, INC. ALL SITES FUEL	2/8/2019	3,226.82	3,226.82
21991	COAST COUNTIES TRUCK & EQUIPMENT CO. 2 CNG PETERBILT TRUCKS SSTS VEHICLE MAINTENANCE	2/8/2019	388,052.54 11,667.75	399,720.29
21992	CSC OF SALINAS/YUMA JC VEHICLE MAINTENANCE	2/8/2019	27.75	27.75
21993	CUTTING EDGE SUPPLY SS EQUIPMENT MAINTENANCE	2/8/2019	118.79	118.79
21994	ERNEST BELL D. JR ADMIN, SS & JC CUSTODIAL SERVICES	2/8/2019	2,600.00	2,600.00
21995	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	2/8/2019	74.75	74.75
21996	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	2/8/2019	5,041.15	5,041.15
21997	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	2/8/2019	52.00	52.00
21998	GOVERNMENT FINANCE OFFICERS ASSOCIA GFOA - ANNUAL MEMBERSHIP	2/8/2019	160.00	160.00
21999	GREEN RUBBER - KENNEDY AG, LP JR & JC FACILITY MAINTENANCE	2/8/2019	255.63	255.63
22000	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS EQUIPMENT MAINTENANCE	2/8/2019	21.05	21.05

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2019 to 2/28/2019

Check #		Check Date	Amount	Check Total
22001	INFINITY STAFFING SERVICES, INC. JC CONTRACT LABOR	2/8/2019	1,267.50	1,267.50
22002	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	2/8/2019	16,387.50	16,387.50
22003	MAESTRO HEALTH FSA SERVICE FEES	2/8/2019	650.00	650.00
22004	MANUEL PEREA TRUCKING, INC. SS EQUIPMENT RENTAL	2/8/2019	500.00	500.00
22005	MARTA M. GRANADOS 2018-19 INTERPRETING SERVICES: PUBLIC MEETINGS	2/8/2019	180.00	180.00
22006	MISSION LINEN SUPPLY ALL SITES UNIFORMS	2/8/2019	1,183.74	1,183.74
22007	QUINN COMPANY SS, JC & JR EQUIPMENT MAINTENANCE RETURN EQUIPMENT PARTS	2/8/2019	10,750.26 (3,982.78)	6,767.48
22010	RANDAZZO ENTERPRISES, INC CONCRETE GRINDING	2/8/2019	44,750.00	44,750.00
22011	RONNIE G. REHN ADMIN & RR OFFICE SUPPLIES	2/8/2019	68.83	68.83
22012	SALINAS NEWSPAPERS, INC. LEGAL NOTICE: NOA RFP GENERAL COUNSEL SERVICES PUBLIC NOTICE: NOA RFB	2/8/2019	83.63 90.32	173.95
22013	SALINAS VALLEY CHAMBER OF COMMERCE AGENCY MEMBERSHIP	2/8/2019	1,250.00	1,250.00
22014	SKINNER EQUIPMENT REPAIR, INC. JC & JR EQUIPMENT MAINTENANCE	2/8/2019	422.75	422.75
22015	STATE WATER RESOURCES CONTROL BOARD LR ANNUAL PERMIT FEES	2/8/2019	1,400.00	1,400.00
22016	TYLER TECHNOLOGIES, INC. - INCODE DIVISION AP TRAINING	2/8/2019	137.50	137.50
22017	UNITED RENTALS (NORTHWEST), INC SS EQUIPMENT RENTAL	2/8/2019	54.63	54.63
22018	VISION RECYCLING INC DECEMBER JC & SS GREENWASTE PROCESSING	2/8/2019	66,902.65	66,902.65
22019	A & G PUMPING, INC JRTS PORTABLE TOILETS	2/14/2019	211.65	211.65
22020	ADMANOR, INC AD MANOR - MEDIA CAMPAIGN MEDIA - RECYCLING ED - ADMANOR WHAT GOES WHERE - MEDIA	2/14/2019	9,937.54 380.00 1,451.14	11,768.68

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2019 to 2/28/2019

Check #		Check Date	Amount	Check Total
22021	ALLIANCE ON AGING, INC. 2019 KING CITY TRASHION SHOW	2/14/2019	520.00	520.00
22022	AMCON ENVIRONMENTAL, INC SS SPECIAL DEPARTMENT SUPPLIES	2/14/2019	25,144.60	25,144.60
22023	ASBURY ENVIRONMENTAL SERVICES HHW ABOP DISPOSAL	2/14/2019	80.00	80.00
22024	CALIFORNIA HIGHWAY ADOPTION CO. RR LITTER ABATEMENT	2/14/2019	550.00	550.00
22025	CARDLOCK FUELS SYSTEM, INC. ALL SITES FUEL	2/14/2019	2,623.54	2,623.54
22026	CITY OF GONZALES JC WATER SERVICES	2/14/2019	96.48	96.48
22027	CSC OF SALINAS/YUMA SS EQUIPMENT MAINTENANCE	2/14/2019	125.68	125.68
22028	DOUGLAS NOLAN SCHOOL ASSEMBLY PROGRAM	2/14/2019	4,500.00	4,500.00
22029	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	2/14/2019	229.57	229.57
22030	FULL STEAM STAFFING LLC JC, JR & SS CONTRACT LABOR	2/14/2019	4,653.82	4,653.82
22031	GEOLOGIC ASSOCIATES, INC. JC ENGINEERING CONSULTING	2/14/2019	13,276.79	13,276.79
22032	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	2/14/2019	9,612.12	9,612.12
22034	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	2/14/2019	19.47	19.47
22035	GONZALES TIRE & AUTO SUPPLY JC VEHICLE MAINTENANCE	2/14/2019	17.06	17.06
22036	HOPE SERVICES SSTS LITTER ABATEMENT	2/14/2019	10,958.92	10,958.92
22037	INFINITY STAFFING SERVICES, INC. JC CONTRACT LABOR	2/14/2019	1,222.50	1,222.50
22038	INTERSTATE BATTERIES CH MAINTENANCE SUPPLIES	2/14/2019	1,050.18	1,050.18
22039	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	2/14/2019	17,187.50	17,187.50
22040	JENSCO ELECTRIC JC ORGANICS SUPPLIES	2/14/2019	7,952.76	7,952.76

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2019 to 2/28/2019

Check #		Check Date	Amount	Check Total
22041	MANUEL TINAJERO JC LANDSCAPING SERVICES	2/14/2019	2,250.00	2,250.00
22042	METECH RECYCLING, INC. RR E-WASTE HAULING	2/14/2019	3,753.70	3,753.70
22043	MISSION LINEN SUPPLY ALL SITES UNIFORMS	2/14/2019	211.00	211.00
22044	MONTEREY COUNTY HEALTH DEPARTMENT JC HEALTH PERMITS	2/14/2019	810.00	810.00
22045	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	2/14/2019	61.85	61.85
22046	ONE STOP AUTO CARE/V & S AUTO CARE, INC SS VEHICLE MAINTENANCE	2/14/2019	146.93	146.93
22047	PENINSULA MESSENGER LLC ALL SITES COURIER SERVICES	2/14/2019	620.00	620.00
22048	PURE WATER BOTTLING ALL SITES BOTTLED WATER	2/14/2019	426.20	426.20
22049	QUINN COMPANY ALL SITES EQUIPMENT MAINTENANCE	2/14/2019	6,476.86	6,476.86
22051	RONNIE G. REHN JC FACILITY SUPPLIES	2/14/2019	24.22	24.22
22052	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY SS FACILITY MAINTENANCE	2/14/2019	2,085.83	2,085.83
22053	SOCIAL VOCATIONAL SERVICES, INC. JC LITTER ABATEMENT	2/14/2019	4,566.70	4,566.70
22054	STATE WATER RESOURCES CONTROL BOARD CH & JC ANNUAL PERMIT FEE	2/14/2019	21,910.00	21,910.00
22055	THOMAS M BRUEN LEGAL SERVICES: JANUARY 2019	2/14/2019	127.62	127.62
22056	UNITED RENTALS (NORTHWEST), INC JC EQUIPMENT RENTAL	2/14/2019	1,058.13	1,058.13
22057	VALERIO VARELA JR SS VEHICLE MAINTENANCE	2/14/2019	700.00	700.00
22058	VISION RECYCLING INC JANUARY JC C & D DIVERSION	2/14/2019	14,518.87	14,518.87
22059	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ALL SITES FUEL	2/14/2019	2,268.89	2,268.89
22060	AAA FLAG & BANNER MFG. CO., INC CITY OF SALINAS RECYCLE-DON'T LITTER PARK BANNERS	2/21/2019	5,127.98	5,127.98

Salinas Valley Solid Waste Authority
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Check #		Check Date	Amount	Check Total
22061	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	2/21/2019	2,187.11	2,187.11
22062	ASBURY ENVIRONMENTAL SERVICES HHW ABOP DISPOSAL	2/21/2019	80.00	80.00
22063	AUTOZONE LLC. JC VEHICLE SUPPLIES	2/21/2019	317.91	317.91
22064	BC LABORATORIES, INC ALL SITES LAB WATER ANALYSIS	2/21/2019	3,071.46	3,071.46
22065	BLUETARP FINANCIAL, INC. SS EQUIPMENT MAINTENANCE	2/21/2019	90.45	90.45
22066	CITY OF GONZALES MONTHLY HOSTING FEE	2/21/2019	20,833.33	20,833.33
22067	CLINTON HENDRICKS PARMA CONFERENCE	2/21/2019	868.60	868.60
22068	CORIX WATER PRODUCTS JC MAINTENANCE SUPPLIES	2/21/2019	662.67	662.67
22069	CSC OF SALINAS/YUMA SS EQUIPMENT MAINTENANCE	2/21/2019	60.18	60.18
22070	ENRIQUE CARRILLO JR. SS, JC & JR VEHICLE & EQUIPMENT MAINTENANCE	2/21/2019	7,648.64	7,648.64
22071	FERGUSON ENTERPRISES INC #795 SS MAINTENANCE SUPPLIES	2/21/2019	22.58	22.58
22072	FIRST ALARM ALL SITES SECURITY SERVICES	2/21/2019	230.00	230.00
22073	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	2/21/2019	175.39	175.39
22074	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	2/21/2019	307.90	307.90
22075	GOVERNMENT FINANCE OFFICERS ASSOCIA GFOA ANNUAL CONFERENCE REGISTRATION	2/21/2019	420.00	420.00
22076	GUARDIAN SAFETY AND SUPPLY, LLC ALL SITES SAFETY SUPPLIES	2/21/2019	88.55	88.55
22077	GUERITO MONTHLY PORTABLE TOILET SERVICE	2/21/2019	1,028.00	1,028.00
22078	MISSION LINEN SUPPLY ALL SITES UNIFORMS	2/21/2019	154.74	154.74
22079	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	2/21/2019	9,212.00	9,212.00

Salinas Valley Solid Waste Authority
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Check #		Check Date	Amount	Check Total
22080	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	2/21/2019	6,777.48	6,777.48
22081	QUINN COMPANY SS, JC & JR EQUIPMENT MAINTENANCE	2/21/2019	19,355.22	19,355.22
22082	RAMON N VALLEJO DOJ LIVESCANS NEW HIRES	2/21/2019	114.00	114.00
22083	REPUBLIC SERVICES #471 OFFICE MONTHLY WASTE DISPOSAL	2/21/2019	74.36	74.36
22084	SALINAS FALSE ALARM REDUCTION PROGAM SS BUILDING ALARM SERVICE	2/21/2019	45.00	45.00
22085	SHARPS SOLUTIONS, LLC HHW HAULING & DISPOSAL	2/21/2019	120.00	120.00
22086	SHRED-IT US JV LLC. MONTHLY RECORDS DISPOSAL	2/21/2019	74.75	74.75
22087	SKINNER EQUIPMENT REPAIR, INC. JC & JR EQUIPMENT MAINTENANCE	2/21/2019	5,804.67	5,804.67
22089	SKIN'S WELDING, INC. JC EQUIPMENT MAINTENANCE	2/21/2019	675.00	675.00
22090	SPRINT NEXTEL SS & JR CELL PHONE SERVICES	2/21/2019	262.30	262.30
22091	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	2/21/2019	242.00	242.00
22092	VISION RECYCLING INC JANUARY JC & SS GREENWASTE PROCESSING	2/21/2019	71,493.45	71,493.45
22093	WESTERN EXTERMINATOR COMPANY ALL SITES VECTOR CONTROL	2/21/2019	408.50	408.50
22094	A & B FIRE PROTECTION & SAFETY, INC JC SAFETY SUPPLIES	2/28/2019	390.00	390.00
22095	ALLEN BROTHERS OIL INC. (SALINAS) JC VEHICLE MAINTENANCE	2/28/2019	182.12	182.12
22096	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	2/28/2019	241.32	241.32
22097	AT&T MOBILITY FINANCE INTERNET SERVICE	2/28/2019	86.46	86.46
22098	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	2/28/2019	688.71	688.71
22099	BC LABORATORIES, INC ALL SITES LAB WATER ANALYSIS	2/28/2019	6,274.22	6,274.22

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Check #		Check Date	Amount	Check Total
22100	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	2/28/2019	284.14	284.14
22101	CARDLOCK FUELS SYSTEM, INC. ALL SITES FUEL	2/28/2019	11,562.90	11,562.90
22102	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE	2/28/2019	2,409.00	2,409.00
22103	COMCAST MONTHLY INTERNET SERVICE	2/28/2019	281.88	281.88
22104	ERNEST BELL D. JR ADMIN, SS & JC CUSTODIAL SERVICES	2/28/2019	2,640.00	2,640.00
22105	FEDEX ADMIN OVERNIGHT SHIPPING	2/28/2019	131.07	131.07
22106	FERNANDO CABALLERO DOT MEDICAL CARD RENEWAL - FC	2/28/2019	150.00	150.00
22107	FIRST ALARM ALL SITES SECURITY SERVICES	2/28/2019	30.90	30.90
22108	FREDDIE DIAZ WEEK 3 - BUDDY LUNCH	2/28/2019	38.00	38.00
22109	FREDDIE DIAZ WEEK 4 - BUDDY LUNCH	2/28/2019	38.00	38.00
22110	FREDDIE DIAZ WEEK 2 - BUDDY LUNCH	2/28/2019	38.00	38.00
22111	FREDDIE DIAZ WEEK 1 - BUDDY LUNCH	2/28/2019	38.00	38.00
22112	FULL STEAM STAFFING LLC ALL SITES CONTRACT LABOR	2/28/2019	11,525.66	11,525.66
22113	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	2/28/2019	11,467.69	11,467.69
22115	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	2/28/2019	427.08	427.08
22116	GRAINGER SS & JC VEHICLE/FACILITY MAINTENANCE	2/28/2019	558.42	558.42
22117	GREEN RUBBER - KENNEDY AG, LP FACILITY SUPPLIES RETURN SS & JC FACILITY MAINTENANCE	2/28/2019	(214.98) 1,150.87	935.89
22118	GUILLERMINA GUTIERREZ COMMUNITY BASED SOCIAL MARKETING WORKSHOP	2/28/2019	148.00	148.00
22119	HERC RENTALS INC. SS & JC EQUIPMENT RENTAL	2/28/2019	3,137.04	3,137.04

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Check #		Check Date	Amount	Check Total
22120	INFINITY STAFFING SERVICES, INC. SS & JC CONTRACT LABOR	2/28/2019	2,193.75	2,193.75
22121	INTERNATIONAL ASSOCIATION OF RETIRED FIREFIGHTERS FIREFIGHTERS YEARBOOK: SPONSORSHIP	2/28/2019	130.00	130.00
22122	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	2/28/2019	3,117.60	3,117.60
22123	LOZANO SMITH, LLP LEGAL SERVICES: JANUARY 2019	2/28/2019	8,985.02	8,985.02
22124	MAESTRO HEALTH FSA SERVICE FEES	2/28/2019	150.00	150.00
22125	MISSION LINEN SUPPLY ALL SITES UNIFORMS	2/28/2019	306.68	306.68
22126	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	2/28/2019	115.45	115.45
22127	ONE STOP AUTO CARE/V & S AUTO CARE, INC ADMIN 2005 HONDA PILOT EX	2/28/2019	331.82	331.82
22128	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES SS & HHW CNG FUEL	2/28/2019	10,982.50 121.22	11,103.72
22129	PACIFIC WASTE SERVICES JC ENGINEER CONSULTING	2/28/2019	3,502.20	3,502.20
22130	PROBUILD COMPANY LLC SS FACILITY MAINTENANCE	2/28/2019	463.15	463.15
22131	QUINN COMPANY ALL SITES EQUIPMENT MAINTENANCE	2/28/2019	1,815.93	1,815.93
22133	R&B COMPANY JC MAINTENANCE SUPPLIES	2/28/2019	720.38	720.38
22134	RODDY TREVINO WEEK 4 - BUDDY LUNCH	2/28/2019	38.00	38.00
22135	RODDY TREVINO WEEK 1 - BUDDY LUNCH	2/28/2019	38.00	38.00
22136	RODDY TREVINO WEEK 2 - BUDDY LUNCH	2/28/2019	38.00	38.00
22137	RODDY TREVINO WEEK 3 - BUDDY LUNCH	2/28/2019	38.00	38.00
22138	ROSSI BROS TIRE & AUTO SERVICE SS, JC & JR VEHICLE MAINTENANCE	2/28/2019	1,824.06	1,824.06
22139	SCALES UNLIMITED JC SCALE MAINTENANCE	2/28/2019	1,777.50	1,777.50

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2019 to 2/28/2019

Check #		Check Date	Amount	Check Total
22140	SCS FIELD SERVICES	2/28/2019		
	JC, CH & LR ENGINEERING SERVICES		925.00	
	ALL SITES ROUTINE ENGINEERING SERVICES		22,685.00	
	CH NON ROUTINE ENGINEERING SERVICES		348.00	
				23,958.00
22141	SKINNER EQUIPMENT REPAIR, INC.	2/28/2019		
	JC & JR EQUIPMENT MAINTENANCE		2,526.36	
				2,526.36
22142	UNITED RENTALS (NORTHWEST), INC	2/28/2019		
	JC 6" PUMP		37,408.43	
	SS EQUIPMENT RENTAL		420.66	
				37,829.09
22143	VALERIO VARELA JR	2/28/2019		
	SS & JC FACILITY MAINTENANCE		450.00	
				450.00
22144	VALLEY FABRICATION, INC.	2/28/2019		
	SS FACILITY MAINTENANCE		79.10	
				79.10
22145	VEGETABLE GROWERS SUPPLY, INC.	2/28/2019		
	JC & SS SAFETY SUPPLIES		226.69	
				226.69
22146	VISION RECYCLING INC	2/28/2019		
	JC C&D DIVERSION		28,046.99	
				28,046.99
	Subtotal			1,110,740.64
	Payroll Disbursements			422,952.62
	Grand Total			<u>1,533,693.26</u>



Report to the Board of Directors

ITEM NO. 3

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: April 18, 2019

From: C. Ray Hendricks, Finance and Administration
Manager

Title: March 2019 Quarterly Investments Report

RECOMMENDATION

Staff recommends that the Board accepts the March 2019 Quarterly Investments Report.

The investment policy requires that the treasurer render an investment report to the Board of Directors at the first regular Board Meeting occurring after the end of each calendar quarter.

STRATEGIC PLAN RELATIONSHIP

This agenda item is a routine operational item and does not relate to the Authority's strategic plan.

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The vast majority, \$27,362,505.93 (96.10%), of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). For the month ended March 2019, the LAIF effective yield was 2.436%. LAIF is invested as part of the State's Pooled Money Investment Account (PMIA) with a total of \$86.9 Billion as of March 31, 2019. The Authority's LAIF investment of \$27,362,505.93 represents .031% of the PMIA. Attached is a summary of the PMIA portfolio as of March 31, 2019.

ATTACHMENT(S)

1. March 31, 2019 Cash and Investments Report
2. March 31, 2019 PMIA Portfolio Composition and Average Monthly Yields

Attachment No. 1

SALINAS VALLEY SOLID WASTE AUTHORITY
Cash and Investments Report
March 31, 2019

Issuer/Investment	Rate	Balance	Maturity	Moody's Rating
Investments Managed by Authority Treasurer:				
Petty Cash	-	\$ 1,600.00	N/A	N/A
General Checking Account	-	720,069.26	Same day	Aa2
Payroll Checking account	-	9,935.00	Same day	Aa2
General Deposit Account	-	371,211.01	Same day	Aa2
Scalehouse Deposit Account	-	50,672.18	Same day	Aa2
FSA Checking Account	-	4,733.88	Same day	Aa2
LAIF	2.436%	27,362,505.93	Same day	N/A
LAIF - FMV Adjustment		(48,031.96)		
		<u>\$ 28,472,695.30</u>		

The Authority has sufficient liquidity to meet expenditure requirements for the next 6 months.





CALIFORNIA STATE TREASURER FIONA MA, CPA



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
03/11/19	2.43	2.38	187
03/12/19	2.43	2.38	185
03/13/19	2.43	2.38	184
03/14/19	2.44	2.38	184
03/15/19	2.44	2.38	183
03/16/19	2.44	2.39	183
03/17/19	2.44	2.39	183
03/18/19	2.44	2.39	179
03/19/19	2.44	2.39	178
03/20/19	2.44	2.39	177
03/21/19	2.44	2.39	178
03/22/19	2.44	2.39	177
03/23/19	2.44	2.39	177
03/24/19	2.44	2.39	177
03/25/19	2.44	2.39	175
03/26/19	2.44	2.39	174
03/27/19	2.44	2.39	175
03/28/19	2.44	2.39	176
03/29/19	2.44	2.39	181
03/30/19	2.44	2.39	181
03/31/19	2.44	2.39	179
04/01/19	2.44	2.44	179
04/02/19	2.44	2.44	184
04/03/19	2.44	2.44	182
04/04/19	2.44	2.44	179
04/05/19	2.44	2.44	179
04/06/19	2.44	2.44	179
04/07/19	2.44	2.44	179
04/08/19	2.44	2.44	181
04/09/19	2.45	2.43	182
04/10/19	2.45	2.43	181

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

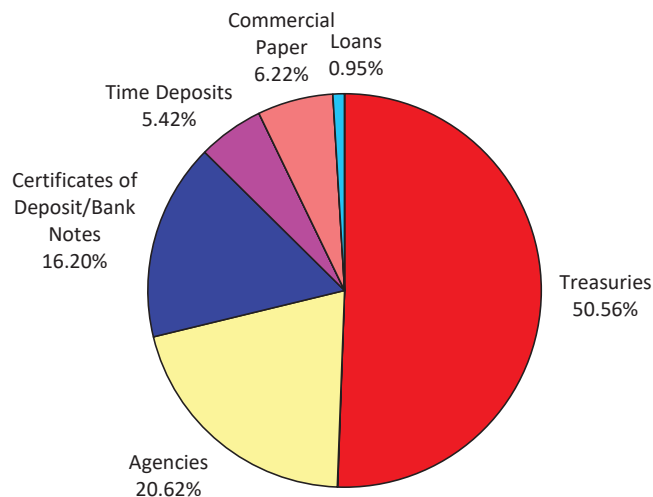
Quarter Ending 12/31/18

Apportionment Rate: 2.40
 Earnings Ratio: 0.00006573663340150
 Fair Value Factor: 0.999051127
 Daily: 2.32%
 Quarter to Date: 2.21%
 Average Life: 192

PMIA Average Monthly Effective Yields

Mar 2019 2.436
 Feb 2019 2.392
 Jan 2019 2.355

Pooled Money Investment Account Portfolio Composition 03/31/19 \$86.9 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 04/10/2019



Report to the Board of Directors

ITEM NO. 4

N/A

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: April 18, 2019

From: Mandy Brooks, Resource Recovery Manager

Title: Member and Interagency Activities Report for
March 2019 and Upcoming Events

RECOMMENDATION

Staff recommends the Board accept the report.

STRATEGIC PLAN RELATIONSHIP

This report relates to the Strategic Plan Goal to promote the value of Salinas Valley Recycles' services and programs to the community. It is intended to keep the Board apprised of activities and communication with our member agencies and regulators.

Monterey County Environmental Health Bureau (Local Enforcement Agency - LEA)

The monthly inspection for the Sun Street Transfer Station was conducted on March 21 with no violations or areas of concern observed or noted during the inspection.

The monthly inspection for the Johnson Canyon Landfill was conducted on March 21 with no areas of concern or violations noted.

The monthly inspection of the Jolon Road Transfer Station was completed on March 21 with no areas of concern or violations observed during the inspection.

Gonzales Clothing Closet Stats

The Clothing Closet is a partnership between the Authority, The Salvation Army Service Extension, and the Gonzales Community Church to provide free clothing to families in need throughout the Salinas Valley. The table below summarizes 3Q FY18-19 totals for the Clothing Closet's distributions.

FY18-19 3Q	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
Jan 2019	4	56	500	32	165
Feb 2019	3	47	417	29	134
Mar 2019	3	39	513	39	187
TOTALS	3.3 (avg.)	142	1,430	100	486

Clean Up Event

In March, two community cleanup events were conducted with the results from the events listed below.

- Salinas: Republic Services conducted the District 6 Cleanup on March 2 at the Lowe's Parking Lot. Approximately 3.4 tons of trash and over 12.2 tons of recyclable materials resulting in a 78% diversion rate for the event.

- Pajaro: Waste Management conducted a one-day cleanup on March 9 at the Berry Bowl on Salinas Rd and collected approximately 24 tons of trash and 13 tons of recyclable materials resulting in a 35 % diversion rate for the event. Approximately 2,156 lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.

Current and Future Events with SVR Staff Participation
(Opportunities for Board Member Participation)

April 22, 2019 - Happy Earth Day!

Gonzales:	4/8 – 4/20	<i>Tire Amnesty Event, Johnson Canyon Landfill</i>
	4/2	Waste Audit, Johnson Canyon Landfill
	4/27	Spring Litter Abatement Event, Central Park
	6/22	Composting Workshop, Fairview Middle School
	6/22	ABOP Collection Event, Fairview Middle School
	6/22 & 6/23	Reuse, Recycle Clean Up Event, Fairview Middle School
	10/6	Carnival, St Theodore's Church
	10/12	ABOP Collection Event, Fairview Middle School
	10/12 & 10/13	Reuse, Recycle Clean Up Event, Fairview Middle School
	10/26	Fall Litter Abatement Event, Central Park
Greenfield:	5/4	Spring Litter Abatement Event, City Hall
	5/20- 5/25	Clean Up Week, Tri-Cities Disposal Corp Yard
	5/25	ABOP Collection Event, Tri-Cities Disposal Corp Yard
	10/19	Reuse, Recycle & Clean Up Day & ABOP Collection, Memorial Hall
King City:	3/16 – 4/20	<i>Tire Amnesty Event, Jolon Rd Transfer Station</i>
	4/20	Spring Clean Up & ABOP Event, High School, Mildred Ave
	6/29	Summer Clean Up & ABOP Event, High School, Mildred Ave
	11/2	Fall Clean Up & ABOP Event, High School, Mildred Ave
Salinas:	4/8 – 4/20	<i>Tire Amnesty Event, Sun St Transfer Station</i>
	4/5	School Tour - Elkhorn School, Sun St Transfer Station
	4/6	District 3 Neighborhood Cleanup, Monterey Park School
	4/12	School Tour - Elkhorn School, Sun St Transfer Station
	4/13	Composting Workshop, Jardin El Sol Garden
	4/20	Annual Cleanup Event, Natividad Creek
	4/22 – 4/24	Tours for La Joya School, Sun St Transfer Station
	4/29	Tour for La Joya School, Sun St Transfer Station
	5/4	District 1 Neighborhood Cleanup, location TBD
	5/18	Composting Workshop, Natividad Creek Garden
	6/22	District 5 Neighborhood Cleanup, location TBD
	8/24	District 2 Neighborhood Cleanup, location TBD
	9/28	District 4 Neighborhood Cleanup, location TBD
	10/26	City-wide Community Cleanup, multiple locations
	11/9	Mayor Neighborhood Cleanup, location TBD
Soledad:	3/23	Spring Litter Abatement Event, Our Lady of Solitude
	4/3	Composting Presentation, Rose Ferrero School
	4/5	Composting Presentation, Rose Ferrero School
	4/12	Composting Presentation, Frank Ledesma School
	5/13 – 5/18	Clean Up Week, Public Works Yard

5/18	ABOP Collection Event, Public Works Yard
8/11	Fiesta Day, Our Lady of Solitude
9/28	Reuse, Recycle & Clean Up Day & ABOP, High School Parking Lot
11/2	Fall Litter Abatement Event, City Hall

Monterey
County:

4/13	San Lucas Community Clean Up & ABOP Event, San Benito St
4/19	Recycling Presentation, Hesperia Hall, Lockwood
5/11	Aromas Community Clean Up & ABOP Collection Event, Aromas Rd
8/31	Prunedale Clean Up & ABOP Collection Event, Prunedale Grange
9/14	Bradley Community Clean Up & ABOP Collection Event, Bradley Rd
9/21	San Ardo Community Clean Up & ABOP Collection Event, Main St
10/5	Prunedale Community Clean Up & ABOP Collection Event, TBD
11/16	Pajaro Community Clean Up & ABOP Collection Event, Salinas Rd



Report to the Board of Directors

ITEM NO. 5

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: April 18, 2019

From: Elia Zavala, Contracts & Grants Analyst

Title: A Resolution Approving Supplemental Appropriation of \$12,766 for the Acceptance of the Mattress Recycling Council's Micro Grants for Mattress Collection Facilities – Cycle 1 Collections

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

This item aligns with **the Authority's Mission, Vision and Values** by seeking innovative funding opportunities to improve recycling programs for waste reduction through environmentally sound and cost-effective practices. It also aligns with Strategic Goal A: Select and Implement Facilities (e.g., Salinas Area Materials Recovery Center) and Programs that Lead to Achievement of at Least 75% Waste Diversion. This action improves the collection and recyclability of discarded mattresses at Authority facilities and diverts them from the landfill.

FISCAL IMPACT

This grant is funded on a reimbursement basis for work completed. It does not require matching funds. However, the Authority has committed to absorb administrative costs to successfully complete the grant project. The budget needs to be amended to include the revenue and its associated expenditures, as follows:

Facility	Project	Grant Amount
Jolon Road Transfer Station	(1) 40' High Cube Cargo Container	3,638
Johnson Canyon Landfill	(1) 40' High Cube Cargo Container	3,638
Sun Street Transfer Station	Staircase and Loading Carts	5,490
Total Grant Funding		\$12,766

DISCUSSION & ANALYSIS

The Authority submitted three individual grant applications to the Mattress Recycling Council to improve the collections and recyclability of discarded mattresses received at its three facilities listed above. On March 25, 2019, the Authority received notice of selection of the three applications. Jolon Road Transfer Station and Johnson Canyon Landfill will both receive funds for a new storage container to keep the collected mattresses dry for recycling, thus reducing the number of units being landfilled due to weather damage,

especially during wet seasons. Sun Street Transfer Station will receive funds for a new staircase and loading carts to improve collection and loading efficiency.

BACKGROUND

The Authority strives to recycle 100% of the mattresses and box springs received as efficiently and cost effective as possible, while ensuring employee safety throughout the program's collection process. Unfortunately, the current storage of overflow units at Johnson Canyon Landfill and Jolon Road Transfer Station cause a number of units to be landfilled. The overflow of material is stockpiled outdoors and covered with tarps at the end of the day. The collected units remain stockpiled until the next transfer truck arrives and is ready for loading and transporting to a recycling facility. In 2018, approximately 6% of the units collected by the agency were landfilled (877 units). Landfilling mattresses and box springs also poses on-going operational challenges as they do not easily compact and can be difficult to bury. An enclosed storage container will greatly improve the recyclability of all units collected, especially during inclement weather conditions, including rain, wind, and mud.

Prior to the Sun Street Transfer Station operations, the property was utilized by a local agricultural packing and shipping warehouse. When the Authority purchased the facility, it gave use to the long-time vacant buildings and infrastructure for its operations, including an older one-way staircase used for accessing the mattress storage area. This grant allows the Authority to purchase a wider, sturdier, two-way staircase to improve efficiency and safety of the loading operations. The loading operation would also greatly benefit with the purchase of four steel deck platform carts to more efficiently and safely handle the units, which are collected on one side of the property but loaded approximately 200 yards away from the drop off location. The program is currently utilizing one heavily used platform cart for the collection of all the mattresses and box springs at the facility, which receives approximately 65% of all the units received by the Authority in one year. In 2018, the Sun Street facility handled 10,053 units for proper recycling.

The Mattress Recycling Council's Micro Grant for Mattress Collection Facilities provides opportunities for agencies like the Authority to increase recyclability of mattresses and box springs delivered to their facilities. The Authority is committed to the sustainability of the project beyond the grant agreement period and properly maintaining the equipment and program, ensuring that the project achieves its intended purpose.

The Authority has been participating in the Mattress Recycling Council's California Program, known as Bye Bye Mattress since 2015. This partnership has allowed residents to dispose of their used mattresses or box springs at Authority facilities at no cost.

ATTACHEMENT(S)

1. Resolution
2. Grant Agreements

RESOLUTION NO. 2019 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING A SUPPLEMENTAL APPROPRIATION OF \$12,766 FOR THE ACCEPTANCE OF
THE MATTRESS RECYCLING COUNCIL'S
MICRO GRANTS FOR MATTRESS COLLECTION FACILITIES – CYCLE 1 COLLECTIONS

WHEREAS, on March 15, 2018, the Board of Directors of the Salinas Valley Solid Waste Authority approved the Fiscal Year 2018-19 Operating Budget; and,

WHEREAS, on March 25, 2019, the Mattress Recycling Council selected the Authority's three applications for the Micro Grants for Mattress Collection Facilities – Cycle 1 Collections for funding infrastructure improvements to its mattress and box spring recycling programs at Jolon Road Transfer Station, Johnson Canyon Landfill, and Sun Street Transfer Station; and,

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority that the Mattress Recycling Council's Micro Grants for Mattress Collection Facilities – Cycle 1 Collections are hereby accepted and the supplemental appropriation of \$12,766 is hereby approved; and,

BE IT FURTHER RESOLVED, that the General Manager/CAO is hereby authorized to implement the budget in accordance with the Authority's financial policies.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th day of April 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Robert Cullen, President

Erika J. Trujillo, Clerk of the Board

GRANT AGREEMENT COVER SHEET

Revised 02/15/19

		GRANT NUMBER MRC-1C19-006
NAME OF GRANT PROGRAM Micro Grants for Mattress Collection Facilities		
GRANTEE NAME Salinas Valley Recycles: Johnson Canyon Landfill		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0470025	TOTAL GRANT AMOUNT NOT TO EXCEED \$3638	
TERM OF GRANT AGREEMENT FROM: NTP	TO: December 31, 2019	

The Mattress Recycling Council California, LLC (MRC) and Salinas Valley Recycles: Johnson Canyon Landfill (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions

Exhibit B – Procedures and Requirements

Exhibit C – Application with revisions, if any, and any amendments. Includes target diversion of additional mattress units.

This Agreement is of no force or effect until it is fully executed by all parties shown in the space below. Grantee shall not commence performance until it receives a written Notice to Proceed from MRC.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Mattress Recycling Council California, LLC		GRANTEE'S NAME (PRINT OR TYPE) Salinas Valley Recycles: Johnson Canyon Landfill	
SIGNATURE OF MRC's AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE	
TITLE Managing Director, MRC	DATE	TITLE Contracts & Grants Analyst	DATE 4/19/19
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 128 Sun Street, Suite 101 Salinas, CA 93901	
MRC GRANT REPRESENTATIVE (GRANT MANAGER): Abbie Beane, Research Consultant Mattress Recycling Council		GRANTEE GRANT REPRESENTATIVE (Person appointed by grantee as the point of contact vested with signature authority authorized to work with MRC on all grant related issues): Elia Zavala	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$3638			
FISCAL YEAR/PROGRAM 2019 Micro Grant for Mattress Collection Facilities			
FUND TITLE Cycle 1 Collections			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>			
SIGNATURE OF MRC BUDGET OFFICE:			DATE

GRANT AGREEMENT COVER SHEET

Revised 02/15/19

		GRANT NUMBER MRC-1C19-007
NAME OF GRANT PROGRAM Micro Grants for Mattress Collection Facilities		
GRANTEE NAME Salinas Valley Recycles: Jolon Road Transfer Station		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0470025	TOTAL GRANT AMOUNT NOT TO EXCEED \$3638	
TERM OF GRANT AGREEMENT FROM: NTP	TO: December 31, 2019	

The Mattress Recycling Council California, LLC (MRC) and Salinas Valley Recycles: Jolon Road Transfer Station (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions

Exhibit B – Procedures and Requirements

Exhibit C – Application with revisions, if any, and any amendments. Includes target diversion of additional mattress units.

This Agreement is of no force or effect until it is fully executed by all parties shown in the space below. Grantee shall not commence performance until it receives a written Notice to Proceed from MRC.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Mattress Recycling Council California, LLC		GRANTEE'S NAME (PRINT OR TYPE) Salinas Valley Recycles: Jolon Road Transfer Station	
SIGNATURE OF MRC's AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE	
TITLE Managing Director, MRC	DATE	TITLE Contracts & Grants Analyst	DATE 4/19/19
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 128 Sun Street, Suite 101 Salinas, CA 93901	
MRC GRANT REPRESENTATIVE (GRANT MANAGER): Abbie Beane, Research Consultant Mattress Recycling Council		GRANTEE GRANT REPRESENTATIVE (Person appointed by grantee as the point of contact vested with signature authority authorized to work with MRC on all grant related issues): Elia Zavala	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$3638			
FISCAL YEAR/PROGRAM 2019 Micro Grant for Mattress Collection Facilities			
FUND TITLE Cycle 1 Collections			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>			
SIGNATURE OF MRC BUDGET OFFICE:			DATE

GRANT AGREEMENT COVER SHEET

Revised 02/15/19

		GRANT NUMBER MRC-1C19-0014
NAME OF GRANT PROGRAM Micro Grants for Mattress Collection Facilities		
GRANTEE NAME Salinas Valley Recycles: Sunstreet Transfer Station		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0470025	TOTAL GRANT AMOUNT NOT TO EXCEED \$5,490	
TERM OF GRANT AGREEMENT FROM: NTP	TO: December 31, 2019	

The Mattress Recycling Council California, LLC (MRC) and Salinas Valley Recycles: Sun Street Transfer Station (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions

Exhibit B – Procedures and Requirements

Exhibit C – Application with revisions, if any, and any amendments. Includes target diversion of additional mattress units.

This Agreement is of no force or effect until it is fully executed by all parties shown in the space below. Grantee shall not commence performance until it receives a written Notice to Proceed from MRC.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Mattress Recycling Council California, LLC		GRANTEE'S NAME (PRINT OR TYPE) Salinas Valley Recycles: Sun Street Transfer Station	
SIGNATURE OF MRC's AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE	
TITLE Managing Director, MRC	DATE	TITLE Contracts & Grants Analyst	DATE 4/19/19
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 128 Sun Street, Suite 101 Salinas, CA 93901	
MRC GRANT REPRESENTATIVE (GRANT MANAGER): Abbie Beane, Research Consultant Mattress Recycling Council		GRANTEE GRANT REPRESENTATIVE (Person appointed by grantee as the point of contact vested with signature authority authorized to work with MRC on all grant related issues): Elia Zavala	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$5,490			
FISCAL YEAR/PROGRAM 2019 Micro Grant for Mattress Collection Facilities			
FUND TITLE Cycle 1 Collections			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>			
SIGNATURE OF MRC BUDGET OFFICE:			DATE



Report to the Board of Directors

Date: April 18, 2019

From: Mandy Brooks, Resource Recovery Manager

Title: Wally-Waste-Not Awards

ITEM NO. 6

N/A

Finance and Administration
Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

AWARDS WILL BE
RESENTED AT THE MEETING



1



Schools Must complete **26** Activities:

- **5 REDUCE** ACTIVITIES
- **5 REUSE** ACTIVITIES
- **6 RECYCLING** ACTIVITIES
- **5 ROT/COMPOST** ACTIVITIES
- **5 REVEAL** ACTIVITIES



2

2019 School Award Highlights

- 12 Schools submitted an application
- SVR accepted all the applications
- All schools completed the 26 activities



3

Alisal High School

❖ COMPLETED **38**
ACTIVITIES
(38/26 ACTIVITIES)

OLD drinking fountain




OLD drinking fountain



NEW
drinking
fountain



4




Students created bookmarks to use during their AR reading class time.

Students filled out Recycling Pledged using google forms

Do you promise to use everything that you have learned during The Wally Waste Not Campaign and recycle not only on campus in your community and also at home.

172 responses



100%

● Yes
● No

Alisal High School

5




- ❖ Cesar Chavez School
- ❖ Jesse G Sanchez

USE REUSABLE TRAYS DURING LUNCH FOR ALL THE STUDENTS

6



REUSABLE WARE FOR ALL MEALS PROVIDED TO STUDENTS

- ❖ Gabilan Preschool, King City
- ❖ San Jerardo Head Start Center, Salinas
- ❖ La Paz Head Start Center, Gonzales
- ❖ Salinas Child Development Center, Salinas
- ❖ Soledad Head Start Center, Soledad

Preschool Centers Highlights

7



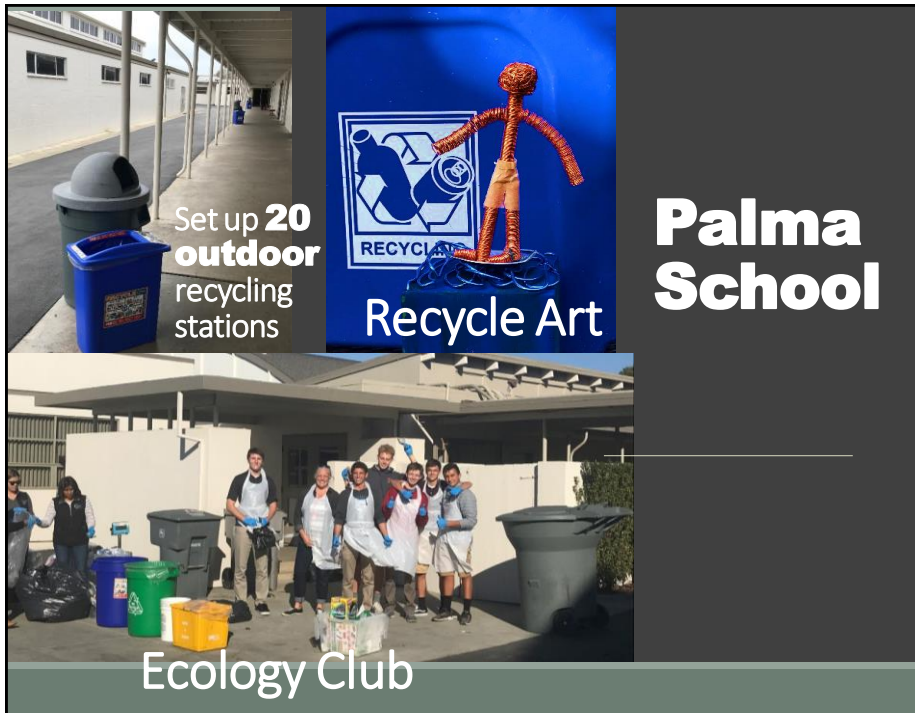
Set up two (2) worm farms on campus and to compost kitchen scraps .

Set up a zero waste station during lunch

Rancho Cielo

Silver Star Youth Program

8



9



10



11



12



Report to the Board of Directors

Date: April 18, 2019

From: Mandy Brooks, Resource Recovery Manager

Title: Expanded Organics Program and Legislative Updates

ITEM NO. 7

N/A

Finance and Administration
Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

A PRESENTATION WILL
BE GIVEN AT THE MEETING

Legislative Task Force

CALIFORNIA CHAPTERS

Item No. 7
SWANA®



2019 OFFICERS

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March 4, 2019

Ms. Gwen Huff
 Materials Management and Local Assistance Division
 California Department of Resources Recycling and Recovery
 PO Box 4025
 Sacramento, CA 95812
SLCP.Organics@calrecycle.ca.gov

Subject: Proposed Regulations on Short-lived Climate Pollutants (SLCP): Organic Waste Emissions Reductions

Dear Ms. Huff:

On behalf of the California Chapters of the Solid Waste Association of North America (SWANA) Legislative Task Force (LTF), thank you for the opportunity to provide comments on the Proposed Regulations on Short-lived Climate Pollutants (dated January 18, 2019). SWANA represents much of the publicly-owned and operated solid waste management infrastructure in the state and the local governments responsible for implementing waste diversion and recycling programs. The LTF represents the three California Chapters on legislative and regulatory issues.

General Flexibility

The LTF appreciates CalRecycle staff's efforts to meet with stakeholders and consider comments on these complex proposed regulations. The SWANA LTF and our members participated in the pre-rulemaking workshops and provided written comments on past drafts. Our organization and members have repeatedly echoed one major theme throughout this process, and that is the need for jurisdictional flexibility. Our strong preference, and we think the far more effective approach to securing emission reductions, would be for the department to adopt a performance-based approach to these regulations. The proposed regulations continue down a very prescriptive path.

Loadchecking Requirements

There are five activities that require loadchecking. Most requirements between type are identically or very consistent. Some comments that apply to all loadchecking requirements are discussed here and apply to:

- Article 6.2 Operating Standards., Section 17409.5.7. Loadchecking – Contamination in Source Separated Organic Waste

LEGISLATIVE ADVOCATE

Jason Schmelzer

Shaw / Yoder / Antwih, Inc. • 1415 L Street, Suite 1000, Sacramento, CA 95814 • (916) 446-4656 • Fax (916) 446-4318

- Section 17409.5.11. Remnant Organic Material in the Gray Container Collection Stream
- Article 5.0. Composting Operation and Facility Siting and Design Standards
- Article 2.0. Siting and Design, Section 17896.25.1. Loadchecking – Contamination in Source Separated Organic Waste
- Article 4. CalRecycle—Controls, §20901. CalRecycle—Loadchecking Contamination in Source Separated Organic Waste

General comments applicable to all types are:

- (a)(1) This proposed language requires one loadcheck for every 500 tons but two loadchecks if less than 500 tons are received. This is confusing since a facility with 499 tons or less is required to conduct two loadchecks but if 500 to 999 tons are received only one loadcheck is required.
- The allowance for an EA to approve an alternative frequency for loadchecking includes a requirement for the EA to determine that the incoming material from the source separated organic waste collection stream does not contain any remnant organic material. "Any remnant organic material" is an impossible threshold. One thimble full of organics would disqualify an alternative. The standard should be changed throughout all loadchecking requirements to a quantifiable number.
- Similarly, attempting to identify the amount of visible remnants organic materials lacks specific criteria. This standard should also be changed to a quantifiable number
- There are several inconsistent loadcheck requirements between the types and are included in the table below:

Feature	Section 17409.5.7. Loadchecking	Section 17409.5.11. Remnant Organic Material in the Gray Container Collection Stream.	Composting Section 17867.	In-Vessel Section 17896.25.1.	Subchapter 4. Criteria for Landfills and Disposal Sites §20901.
Frequency	One random/day/ source sector	One random/day /source sector	One random/day /source sector	One random/month/ source sector	-One random/ month/ source sector -One loadcheck/ quarter/ service area
Maintain Records Contamination	Visible	Visible	Visible	Visible	Exceeds 10 percent
Report to Jurisdiction	Visible	visible remnant organic material	Visible	Visible	Visible
Conduct loadcheck in presence of EA	When requested	Not required	When requested	When requested	When requested

- In-vessel, landfills and disposal sites only need one random load check per each source sector; whereas, the others are daily. It is not clear why these are different.
- Landfills and disposal site are required to keep records of loads with contamination that exceeds 10% whereas other types are required to keep records of any visual contamination. The 10% threshold should be used of all loadcheck records so that every gum wrapper is not reported.
- Section 17409.54.11 requires the loadcheck for visible remnant organic matter.
- It is not clear why Section 17409.5.11 loadchecks are not required to be conducted in the presence of the EA when requested.

Additional comments specific to each type are presented further down.

Section 17409.5.11. Remnant Organic Material in the Gray Container Collection Stream

This section does not require “The operator shall conduct a loadcheck in the presence of the EA when requested” as required of the other types of activities requiring loadchecks.

Article 5.0. Composting Operation and Facility Siting and Design Standards

Section 17867. General Operating Standards.

(a)(4)(E)(2) The allowance for an EA to approve an alternative frequency for loadchecking includes a requirement for the EA to determine that the incoming material from the source separated organic waste collection stream does not contain any remnant organic material. “Any remnant organic material” is an impossible threshold. One thimble full of organics would disqualify an alternative. The standard should be changed to less than one percent (used in existing composting requirements) or a more reasonable number.

Comments on specific portions of the regulations include:

CHAPTER 12 – Short-lived Climate Pollutants

Article 1. Definitions

The SWANA LTF supports the application of consistent terminology across the statutory and regulatory paradigms impacting our operations, and we would respectfully urge CalRecycle to maintain consistency in the legal definitions for terms used in the various regulations. Having different legal meanings for important operational terms, such as “organic waste”, will be quite confusing for our members on an operational level.

Specifically, we’d like to offer comments on the following definitions contained in the proposed regulations:

(36) “Jurisdiction” - The definition includes “special districts that provide solid waste handling services”. There is no definition of “solid waste handling services” contained in the proposed regulations; however, this phrase is defined in two sections of the Public Resources Code:

PRC 40195 – “the collection, transportation, storage, transfer, or processing of solid wastes”

PRC 49505 – “the collection, transportation, storage, transfer, or processing of solid waste for residential, commercial, institutional, or industrial users or customers.”

The problem is that some special districts provide some of those services but not all of them. Some special districts do



not provide collection services to the public (either directly or via contract or franchise). Because of this we request that the proposed regulations be modified to only apply the requirements intended for jurisdictions to those special districts that provide services that a “jurisdiction” (as defined in the PRC Section 40145) otherwise provides. In conclusion, we recommend that the definition of jurisdiction be harmonized with Public Resources Code Section 40195. We would again urge the department to consistently define terms to avoid confusion in implementation of the department’s various rules and regulations.

(42) “Non-local entity” - We believe that special districts are “under the control of local jurisdiction regulations related to solid waste”, and we do not believe that it is necessary to include special districts in this definition. In our last comment letter dated May 16, 2018 we noted that it would be positive to add “public universities and community colleges” back into this definition, so we support the addition of “public universities” in the proposed regulations but think “community colleges” should be specifically listed as well.

(46) “Organic waste” – We again reiterate the operational importance of having consistently applied terms, especially a term as important and commonly used as “organic waste”. The proposed regulations advance a definition that is both impractical and inconsistent with existing definitions of the same term. As stated during the pre-rulemaking workshops and comments, the SWANA LTF strongly believes that the definition of “organic waste” should be consistent to reduce operational confusion. We do not believe the definition should include items like organic textiles and carpets, biosolids, digestate, and sludges. Carpet, for example, can be made of many different materials and the general public is not going to accurately differentiate between various types of carpet for purposes of compliance with these rules.

(55) “Prohibited container contaminants” – This definition contains unnecessary items like carpet, hazardous wood, and non-compostable paper that could just be excluded from the definition of organic waste instead of included in this definition. It is also unclear what facilities should do with textiles.

(66) “Self-hauler” – The purpose of creating this definition is unclear, particularly considering how the term is used in Article 13. As defined, “Self-hauler” is so broad that it could describe nearly every resident, business, government facility or other entity in California. For example, it would include a person who transported their own empty beverage containers by foot, bicycle or auto to a CRV redemption center. We ask that CalRecycle consider whether this definition is even needed. If so, please revise the definition and how it is used in Article 13 to clarify the state’s interest in gathering information on self-haulers.

Article 2. Landfill Disposal and Reductions in Landfill Disposal

We are supportive of changes that we asked for in our prior communications, namely the allowance of approved Material Recovery Fines as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC). As stated in our prior comments, these materials have no reuse market and should therefore not be counted as disposal when being put to a beneficial use.

Section 18983.2 Determination of Technologies That Constitute Reduction in Landfill Disposal – We offer the comments and questions below on this important portion of the proposed regulations.

(B) Detailed explanation of each of the processes or technologies proposed by the applicant for use to reduce landfill disposal – In the case of a process that produces a low carbon energy, fuels or chemicals from residual solid waste, the production of the product is generally separate and distinct from the end use of the energy, fuels or chemicals to produce energy. In most cases the person operating the fuel production process is separate and distinct from the person utilizing the fuel. Which of these parties is the applicant and is the

applicant responsible for providing information about both the fuel production process as well as the fuel utilization process in the industrial furnace? Further, while the owner/operator of the fuel production process may remain unchanged, the use of the fuel may change from time to time for a variety of factors. How is the owner/operator of the technology process able to represent all potential future users of the product from the technology? For example, each industrial furnace operator may have different specification requirements for the fuel provided to each different furnace.

We recommend that the principle applicant under these regulations be the owner/operator of the fuel production unit that would likely, but not necessarily, located at a permitted solid waste facility. The O/O would provide specific information about the operation of the fuel production unit as well as known information pertaining to the intended end use of the fuel in cooperation with a proposed known end user or users. Additional generic information about future alternative end users could also be provided. If new end users are added in the future within the constraints of the generic information in accordance with these regulations, no further action would be required – other than to ensure that the end user has separately complied with all appropriate permitting requires (e.g., becoming permitted as an EMSW facility in accordance with CalRecycle regulations).

(C) For each process or technology noted in Section 18983.2(a)(1)(B), the mass in short tons of organic waste, differentiated by type, that will be processed each year. For mixed organic waste, the mass in short tons of the various types of organic waste shall be determined based on an annual waste characterization study – The term “differentiated by type” is not clear. The Waste Classification Material type listing on CalRecycle’s website contains definitions for material types used in recent CalRecycle waste characterization studies. Waste and diversion streams are divided into 68 distinct material types, grouped into 10 different categories. In general, categories contain types made of the same base material like paper, glass, or organics. However, some organic-based materials are in other categories such as wood waste (Inerts and Other category), and compostable paper (Paper category). We recommend that as much specificity be provided by the applicant based on historical information regarding the waste streams intended for use (e.g. from a particular MRF). However, breaking waste into 93 category types may not be practical. This is particularly true as waste material types can changed from time to time based on changes in consumption patterns. On the other hand, broad material categories may not provide sufficient information about the nature of the waste being processed into industrial fuel. The ISOR states that, “This section is necessary because information regarding the amount of organic waste is needed by type to allow ARB and CalRecycle to most accurately estimate the potential greenhouse gas emission reductions from the proposed recovery activity.” Based on this, the O/O of the technology would provide sufficient description of the material types as necessary to “accurately calculate” the potential GHG emission reductions from the proposed recovery activity. This could be more than 10 broad categories, but less than 93 specific material types.

The second sentence discusses mixed organic waste and requires that a waste characterization study be performed annually on the material being processed to produce energy, fuels or chemicals. We support this requirement and suggest that the waste characterization study of the mixed waste to be processes into energy, fuels and chemicals be conducted in a manner “*consistent with*” CalRecycle’s Waste Characterization Study as provided at: <https://www2.calrecycle.ca.gov/WasteCharacterization/General/UniformMethod>

(D) For any residual material produced from the proposed process or technology, a description of each end use or disposal location to which the residual material will be sent. For each end use or disposal location, the

applicant must submit the expected mass in short tons and characteristics of the residual material – The term “end use or disposal location” is not clear. The whole purpose of these regulations is to support diversion of solid waste from landfill disposal. If energy, fuels and chemicals are produced from residual solid waste, the fuel is no longer subject to landfill disposal. Rather it will be sent to an end user for that energy, fuel or chemical. Further, it may not be known at the time of application pursuant to these SB 1383 regulations all of the specific end uses to which the product may be delivered. We hope that a general description of the “end use” and generic performance attributes will be sufficient. Of course, any known specific end uses can be provided at the time of application. This would be consistent with our comments on paragraph (B) above. As long as any new end use after the original application is consistent with the generic end use and performance characteristics that would be sufficient to allow that new end use under the original application. Any changes or new uses that are outside the original end use would require an amended application.

Further, what is the meaning of the term “residual material”? Does this have the same meaning as “residual organic material” as defined in these regulations or is it broader than *just* organic residual material? Does this mean any residual material produced by the process that may include product, by-products and waste. Or, does the term refer to any waste residuals that require disposal after the process is complete? Further clarification of the meaning of the term “residual” as used here would be helpful.

(E) For each of the processes or technologies described pursuant to Section 18983.2(a)(1)(B), each calculation, assumption, and emission factor used by the applicant to calculate the permanent greenhouse gas emissions reduction potential of the proposed operation. All calculations must be clearly laid out such that the Department and/or the Executive Officer of the California Air Resources Board (CARB) are able to follow and understand the calculation of greenhouse gas emissions reduction potential. Calculations must include quantification of the greenhouse gas emissions produced from the process or technology itself, including those emissions from any residual material – We agree and support the provisions of this paragraph. However, we do request further confirmation of our understanding of the following phrase in the last sentence: “greenhouse gas emissions produced from the process or technology itself, including those emissions from any residual material.” It would be the intent to provide a description of any and all GHG emissions and reductions from any waste material that is introduced into the energy, fuel or chemical production process. Further, it would be the intent to fully describe any and all GHG emissions and reductions that occur due to the use of the energy, fuels or chemicals produced by the technology– as well as from any residuals or by products. In essence, a lifecycle GHG assessment would be required for the full process and end use of any products, by-products or waste materials. This could occur at the location at which the technology is located as well as at separate locations that separately utilize the produced energy, fuels or chemicals. The largely biogenic material will substantially reduce GHG emissions at both the landfills from which the biogenic waste is diverted as well as at the end use location that have previously used more carbon intensive energy, fuels or chemicals. Your confirmation of this understanding in the response to comments and the FSOR would be greatly appreciated.

(F) For each emission factor used pursuant to Section 18983.2(a)(1)(E), documentation demonstrating that the emission factor has been peer reviewed or subjected to other scientifically rigorous review methods.

SWANA would appreciate receiving confirmation that these regulations not only require accounting of GHG emissions, but also GHG emission reductions. For example, diversion of organics from a landfill will have a landfill methane reduction similar to composting, due to the reduction of methane emissions associated with landfilling. In addition, if the largely biomass produced energy, fuels and chemicals is used to displace the use of higher carbon intensity fossil derived energy, fuels and chemicals (e.g., coal, tires, etc.) would be allowed to

count the emission reduction associated with converting from high GHG emission fossil products to lower carbon products. The GHG emission reduction will be the combination of both the landfill methane reductions plus the reduction in displaced fossil carbon fuel emissions. Of course other emissions/reductions associated with the overall process and product use would have to be counted as well.

(2) The Department shall consult with CARB's Executive Officer to evaluate if the information submitted by the applicant is sufficient to determine the greenhouse gas emissions reduction potential of the proposed operation, and whether or not the proposed operation results in a permanent reduction in greenhouse gas emissions, and therefore counts as a reduction in landfill disposal – A clear interpretation of the following phrase as it relates to the diversion of organic waste from landfill disposal to be used as a source of low carbon fuels is requested, “. . . proposed operation results in a permanent reduction in greenhouse gas emissions, and therefore counts as a reduction in landfill disposal. ” SWANA's interpretation is that overall GHG reductions (e.g., both anthropogenic methane, anthropogenic CO₂, and other GHGs) can be counted under this provision. This would include both: 1) the reduction in methane emissions associated with the diversion of organic solid waste from landfills, and 2) reduction in anthropogenic CO₂ due to use of the produced energy, fuel and chemicals to reduce fossil CO₂ emissions. Although use of the technology product to displace use of higher carbon fossil products is not directly associated with landfill diversion, it does result in a permanent reduction in GHG emissions in accordance with the above paragraph. SWANA would appreciate confirmation that all GHG reductions associated with a particular operation are considered to “count as a reduction in landfill disposal”. This would include GHG emission directly related to the landfill diversion the waste, but also other beneficial GHG reductions associated with the use of the diverted waste product. It is our view that the overall reduction in GHG emissions associated with a particular operation should be counted as diversion from landfill disposal – both the avoided landfill emission as well as emission reduction associated with the use of the products of the operation. It is our view that this is similar to the benefits of composting that consider both the diversion of organics from a landfill resulting in reduced methane emissions as well as reduction in GHG emissions associated with fertilizer production. It is our understanding that this is the basis for the 0.30 MTCO₂e/short ton organic waste that is used for comparison with alternative verified technologies pursuant to these regulations.

SWANA would appreciate confirmation of this understanding in the response to comments and the final Statement of Reasons.

(3) To determine if the proposed operation counts as a permanent reduction in landfill disposal, the Department and/or CARB's Executive Office shall compare the metric tons carbon dioxide equivalent (MTCO₂e) per short ton organic waste reduced by the process or technology, with the emissions reduction from composting organic waste (0.30 MTCO₂e/short ton organic waste). The Department shall only deem a proposed operation to constitute a reduction in landfill disposal if the process or technology has permanent greenhouse gas emissions reductions equal to or greater than the 0.30 MTCO₂e/short ton of mixed organic waste -The numeric factor in the above paragraph is expressed differently in 2 different locations in the above paragraph:

0.30 MTCO₂e/short ton organic waste
0.30 MTCO₂e/short ton of mixed organic waste

SWANA would appreciate it if CalRecycle can clarify how these two different expressions are used and are related to each other with the inclusion of the term “mixed waste” in the second, but not in the first.

It is our understanding that the 0.30 MTCO₂e/short ton organic waste is based on both the reduction in landfill

methane emission as well as the avoided GHG emissions due to the reduced use of manufactured fertilizers to sustain the growth of plants. For purposes of clarity, it would be helpful for the response to comments and the Final SOR to clearly show how the 0.30 MTCO₂e/short ton organic waste factor was derived – showing all the terms that were used to calculate this factor as well as their sources. Unfortunately, such more detailed computations appear to be missing from the ISOR.

In addition, the phrase “permanent greenhouse gas emissions reductions equal to or greater than the 0.30 MTCO₂e/short ton of mixed organic waste” is assumed to include all GHG reductions associated with a particular operation to produce and use an alternative product from waste diverted from landfill disposal. These GHG reductions include both those reduction directly associated with reduced landfill methane emissions as well as GHG reductions associated with the beneficial use of a product (energy, fuels or chemicals) produced by the process or technology.

In Section 18983.2(a)(3), approval of a proposed process or technology depends entirely on a pass/fail conclusion that the process or technology results in GHG emissions reductions equal to or greater than 0.30 MTCO₂e per ton. This methodology may block the use of valuable technologies that targeted the most problematic items--those that do not compost well. For example, a technology that targeted diversion of source-separated organic carpet or lumber, items with lower potential to emit carbon but which we still want to divert from disposal, could easily fail to pass the 0.30 MTCO₂e hurdle. This would discourage use of otherwise valuable diversion methods and make it harder to meet the SB 1383 organics diversion goals. We suggest revising this section to provide the CalRecycle Director discretion in approval of processes and technologies.

Article 3. Organic Waste Collection Services

We again stress the concept of flexibility for jurisdictions. The regulations are extraordinarily prescriptive and take a “command and control” type of approach. Jurisdictions are going to need flexibility, and we would recommend that the department take a more performance-based approach to the regulations. For example, “Alternative 4” that would allow jurisdictions to take a more performance-based approach could be supported by SWANA

One issue that is not addressed in the regulations is inclusion of food waste in containers where there is a known issue with bears. This is a very real issue that should be addressed in terms of a waiver for collection of food waste.

Section 18984.12(a) Low population waivers – Section (a)(1) allows rural jurisdictions that were exempt under AB 1826 additional time to implement these proposed regulations since it would be impossible for these exempt jurisdictions to implement these SB 1383 regulations immediately after their AB 1826 exemption expires. This allowance is appreciated.

Section (a)(2) allows low population areas in unincorporated portions of the county to be eligible for a waiver. The use of census tracts in unincorporated areas seems to work for rural areas although the proposed requirement should reference a time reference and source for the density determination. Although this population density by census tract does work for many areas, there needs to also be an allowance to add additional low population areas that are less than the 50 people per square mile but are still within a census tract that is larger than 50. Many census tracts are established along natural features like rivers and artificial structures like roads. There are many census tracts where the population is located on the fringe of the census tract but most of the census tract is under the 50-population density. These low population areas may not even have contracted collection services and the roads are not designed to withstand vehicle traffic. This waiver process should also allow for inclusion of other low population areas that are not included in the census tract designations.

Section (b) only allows the waiver for a period of two years. This is an extremely short period of time given the time needed to determine the efforts to implement organics programs in that area and submit an application for a waiver.

CalRecycle has 90 days to review and approve the waiver. A two-year time limit will essentially require a jurisdiction to spend effort to start the application for an additional waiver upon approval of the waiver. It is unlikely that circumstance in these low population areas will change within two years. We recommend a five-year cycle for renewal of these waivers.

Section 18984.8 Container Labelling Requirements – We support the changes from prior versions of the regulations, which would have required existing containers to be labelled. Per our prior comments, we believed that requirement to be excessively expensive and unworkable on a practical level. The proposed regulations only require labelling of new containers, and we support this change.

Section 18984.7 Container Color Requirements - The new language on container colors is still very prescriptive, but more reasonable. Color of the lid, not the cart body is stressed, and the deadline for statewide conformance is pushed out to 2032.

Minor remaining issues include:

- 1) For dual stream programs specify different colors for containers and paper, not just “blue” for recycling.
- 2) Yellow is the color for food scraps, but we find that residents prefer brown lids because they show less dirt.

Article 6 – Biosolids Generated at a Publicly Owned Treatment Works (POTW)

Section 18987.2(a)(2) speaks to sewage sludge and biosolids “not suitable for additional processing or recovery”. We would respectfully request that you clarify the regulations to provide guidance on what this means for purposes of compliance.

As proposed, Section 18987.2 could be interpreted as a general ban on landfilling biosolids. If this is not the intended result, we would recommend the changes below. If a landfill ban on biosolids is the intent of the regulations then we believe the FSOR should provide specific statutory authority for such an action.

- (a) Biosolids generated at a POTW shall be considered a reduction of landfill disposal if:
 - (1) ~~Transported only to a solid waste facility or operation for additional processing, composting, in-vessel digestion, or other recovery~~ Managed using one of the recovery processes or facilities, either on-site or off-site, as specified in Section 20.1(b) of this Division;
 - (2) Notwithstanding subdivision (a)(1), sewage sludge and biosolids not suitable for additional processing or recovery may be sent for disposal to a permitted facility that can receive that sewage sludge and biosolids and has obtained the applicable approvals by the regional, state, and federal agencies having appropriate jurisdiction.

Article 7. Regulation of Haulers

Our prior comments on this portion of the regulations took the position that local jurisdictions should not be put in the position of enforcing this statute against residents that self-haul their organic waste. Unfortunately, the regulations were clarified precisely in the direction that we advocated against. To be clear, those of us implementing these regulations are not clear how we would even accurately identify all the residential self-haulers. Even if we could, we have no reason to believe that they would comply with the record-keeping requirements outlined in the proposed regulations.

We would respectfully request that the department take the same approach that it did in the AB 901 regulations and

only apply the provisions to commercial self-haulers. Local jurisdictions are not going to be able to enforce this requirement without this change.

Article 9. Locally Adopted Standards and Policies

As proposed, Section 18990.1(b)(2) prohibits a jurisdiction from adopting or enforcing an ordinance, policy, permit condition, etc. that would prohibit organic waste coming from outside the jurisdiction. We strongly object to any regulatory construct that usurps local decision-making authority and forces a jurisdiction to utilize local capacity paid for by local ratepayers for organic waste coming from outside of that jurisdiction. This type of blanket prohibition takes away the ability of local jurisdictions to ensure that their own processing capacity is maintained.

Article 11. Organic Waste Recycling Capacity Planning

We would respectfully request that Section 18892.1(c)(2)(A) be amended to include a 60-day timeframe for entities to respond to a jurisdiction. Some timeframe needs to be included for clarity. We would also observe that the reporting timeframes in Section 18992.3 overlap in several cases. It is unclear to us why we would be required to plan and report twice with respect to the same period. Considering the totality of the regulatory requirements, we would appreciate the opportunity to avoid doing the same thing twice unless it's necessary.

Article 12. Procurement of Recovered Organic Waste Products

While we recognize and support the importance of market development, such efforts must be mandated by legislative authority with associated funding to assist local jurisdictions. There are no provisions in the State statute granting such an authority to CalRecycle, and would respectfully request that the requirement for local jurisdictions to procure recovered organic waste products be eliminated from the proposed regulations.

However, should CalRecycle pursue any mandatory procurements as currently formulated in this Article, then we would like to offer the following;

- For the purpose of this Article, the discussion and the procurement targets need to be expanded to include appropriate provisions for compliance by “non-local entities” (such as state agencies, public universities, etc) and “local education agencies” (such as school districts, community colleges, etc) as further defined in Sections 18982 (a) (42) & (40), respectively.
- The prescriptive nature of the requirements of this Article is of great concern. As currently written, a jurisdiction would be required to purchase material from itself to meet the requirements of this Article. We believe a better approach would be to require a jurisdiction to use a certain amount of these types of materials. This would increase incentive for the jurisdictions to produce such products from their own waste stream and would allow for jurisdictions to make use of their own products.
- More flexibility should be included for the purchase of other products made from recovered organic waste, including, but not limited to, other forms of renewable natural gas, electricity, and other recycled organic waste products as may be approved by CalRecycle. We believe that CalRecycle position should be focused on promoting, rather than limiting the use of organic waste products, including those that may be produced by non-combustion conversion technologies.
- CalRecycle should phase any procurement requirements in (as well as allow for jurisdictions to apply for annual waivers “for cause”), as the availability of these products may be limited in the first few years of program



implementation and jurisdictions should not be penalized if they are unable to procure the required amounts of these products.

Article 13. Reporting

We would respectfully request that all reporting be wrapped into the annual report already required for each jurisdiction while excluding reporting activities by “non-local entities” and “local education agencies”. This would be more efficient than creating an entirely new reporting requirement and process just for the purposes of these regulations.

Article 14. Enforcement Requirements

For the purpose of this Article, we recommend that a section be included to stipulate appropriate provisions to identify and specify the entity that would be responsible to measure and insure compliance by “non local entities” and “local education agencies” with appropriate requirements of this chapter, including but not limited to, conduct inspection(s), monitor recordkeeping, verify procurements of products made from recycled organic waste, take enforcement action, and possible imposition of penalties similar to those listed in the Article 16 of this chapter.

Additionally, we are concerned with provision of Section 18995.1 (c) which for the purpose of measuring compliance mandates jurisdictions to generate a written report for each inspection, route review, and the name or account name of each person or entity. Some information from haulers to a jurisdiction are confidential and cannot be released to CalRecycle. We recommend jurisdiction be required to only provide CalRecycle with (a) A general description of the route location, (b) A general description of account reviewed, and (c) A list of account holders determined by the jurisdiction to be subject to enforcement actions.

Article 14. Implementation Records and Recordkeeping Requirements

The requirement to provide access to records within one business day, contained in Section 18995.2(c) is unreasonable. There are a host of legitimate reasons that may prevent this standard from being met, including employee workload and absences due to vacation and illness. We ask that this requirement be revised to be consistent with the Public Records Act, which provides 10 days, consistent with this document’s reference to the PRA in 18995.2(g).

Article 15. Enforcement Oversight By The Department, Sections 18996.2 & 18996.3

Pursuant § 42653 (a) of the PRC, CalRecycle and CARB (not local jurisdictions) are responsible for identifying the barriers to organic waste recycling, the status of new organics recycling infrastructure development, the commitment of state funding to support infrastructure expansion, the progress in reducing regulatory barriers to the siting of organics recycling facilities, the timing and effectiveness of policies that will facilitate the permitting of organics recycling infrastructure, and the status of markets for the products generated by organics recycling facilities. Therefore, we would respectfully request that the regulatory language include allowances for jurisdictions and other entities that demonstrate a substantial effort to comply with the regulations but are unable to do so due to factors outside of their control.

Furthermore, we are disappointed that the proposed regulations fails to incorporate provisions for a jurisdictions demonstrating a “good faith effort” to comply with SB 1383 organic waste landfill reduction mandates. Specifically, SB 1383 {Public Resources Code § 42652.5 (a) (4)} states, “The department shall base its determination of progress on relevant factors, including, but not limited to, reviews conducted pursuant to Section 41825, the amount of organic waste disposed compared to the 2014 level, per capita disposal rates, the review required by Section 42653, and other relevant information provided by a jurisdiction” ~~(emphasis added)~~. PRC Section 41825 establishes the process to be used by CalRecycle in evaluating a jurisdiction compliance with State mandated recycling goals. The process requires CalRecycle to consider “good faith efforts” by the jurisdiction in making its determination of the jurisdiction progress



(emphasis added). Furthermore, as stated in PRC Section 41850 (b), CalRecycle is required to make a determination as to whether a jurisdiction has made a good faith efforts to comply with the recycling mandates before imposition of any administrative penalties on the jurisdiction (emphasis added). We therefore request to the proposed regulation be expanded to include provision for CalRecycle to consider the “good faith effort” of a jurisdiction to comply with organic waste landfill reduction mandates.

Alternatively, we request that CalRecycle revise the definition of “substantial effort”, “extenuating circumstances”, and “critical milestones” as define Section 18996.2 (a) to be consistent with provisions of PRC Sections 41821, 41825 4 and 41850.

Additionally, we are greatly concern with the proposed definition of “critical milestones” as written in Section 18996.2 (a) (2) (D) which reads “For the purpose of this section, “critical milestones” means all actions necessary for a jurisdiction to comply, including, but not limited to, receiving all approval by decision-making bodies, permit application submittals and obtaining approvals, and tasks associated with local contract approvals} (emphasis added). This is an impossible task and a local government or any state agency cannot guarantee that they can receive “all decision-making bodies” approval and need to be deleted.

Article 16. Penalty Amounts

We struggle to identify the statutory authority for CalRecycle to require local jurisdictions to impose penalties on generators for noncompliance. Section 42652.5(a)(1) is clear, we believe, that the department “may authorize” jurisdictions to impost penalties but it does not provide authority to the department to mandate that jurisdictions impose penalties, and certainly does not provide authority for such prescriptive regulations. This portion of the statute provides many different areas of authority to the department, and it is incredibly precise in its phrasing, using “may require”, “may authorize”, “shall include”, and “may include”, among others to describe the precise authority being granted to the department. Again, we would respectfully point out that the statute seems to authorize the department to “authorize” penalties, but not mandate them.

AMENDMENTS TO EXISTING TITLE 14 & TITLE 27 REGULATIONS

Article 6.2. Operating Standards (Page 70)

Section 17402(a)(0.5) “Consolidation sites” – This definition is helpful, and these facilities are provided exemption from some requirements later in the proposed regulations. However, provisions in Article 3 Organic Waste Collection Services require organics and recyclables to be taken only to facilities that require processing. These earlier requirements should be modified to allow these consolidation sites to function as intended.

Section 17409.5 Loadchecking

This section requires the implementation of a loadchecking program to prevent the acceptance of prohibited waste The program described is onerous for operators, and in many processing facilities, difficult or impossible to achieve. Sections 17409.5.1 through 17409.5. require daily one cubic yard samples from each organic waste type or stream separated, while Section 17409.5.7 requires a potential of multiple load checks per day for inspection of contamination.



The number of samples that must be sorted through to accomplish the objectives of Section 17409.5 on a daily basis would require large physical areas at processing facilities and a significant amount of additional staff to accomplish what is required, without even accounting for recordkeeping and reporting requirements. Many facilities, especially the larger ones, are very tight on space given all the activities that are simultaneously going on to effectively sort through the incoming solid waste streams. These physical restrictions will become even greater when processing facilities ramp up to handle greater volumes of organic waste.

Section 17409.5.9 allows alternative measurement protocols, but it is not at all clear what will be allowed and how long it will take to approve such protocols. To make the overall proposed loadchecking program more workable, it is recommended that CalRecycle take the following approach:

Section 17409.5. Loadchecking—Prohibited Wastes.

(a) The operator of an attended operation or facility shall implement a random loadchecking program to prevent the acceptance of waste which is prohibited by this Article. This program must include at a minimum:

- (1) the number of ~~random~~ loadchecks to be performed based upon the selection of one random week every quarter;
- (2) a location for the storage of prohibited wastes removed during the loadchecking process that is separately secured or isolated, or an alternative that is consistent with the physical constraints of the facility;
- (3) records of loadchecks and the training of personnel in the recognition, proper handling, and disposition of prohibited waste. In lieu of the use of the facility's personnel to conduct loadchecks, contract inspection staff may be utilized that have been certified in training for these applications. A copy of the loadchecking program and copies of the loadchecking records for the last year shall be maintained in the operating record and be available for review by the appropriate regulatory agencies.

The remaining section changes would flow from the concept detailed here. The core precept of this proposal is that over time, the facility will receive fairly consistent types of waste for similar sources. The goal is to ensure that the facility is performing as a “high organics diversion facility.” Statistically, it is not necessary to do the checks every day, and the checks are of the facility’s ability to properly sort and manage the mixed organic wastestream, which won’t necessarily change on a daily basis. If over time that data indicates problems, then other loadcheck frequencies may be more appropriate. In addition, this concept recognizes that loadchecking may be contracted out, if the facility does not have personnel capable of performing these tasks.

Section 17409.5.2. Measuring Organic Waste Recovered from Mixed Waste Organic Collection Stream – The daily sampling requirement for each separate organic waste type is excessive. It would require significant space and is not related to the amount of waste accepted. Operators should have flexibility on how to implement sampling for contamination. In addition, facilities located in jurisdictions that have waivers should not be required to conduct sampling.

Section 17409.5.3. Measuring Organic Waste in Residuals Removed from Mixed Waste Organic Collection Stream – The comments above apply to this section also.

Section 17409.5.4. Measuring Organic Waste Recovered from Source Separated Organic Waste Collection Stream – The comments above apply to this section also.

Section 17409.5.7 requires that the “Operator inform the hauler or jurisdiction of origin of received loads with visible contamination.” This requirement would have the facility continually having to inform the haulers or jurisdiction, because based upon our experience, most blue bins have contamination. This requirement should only be triggered if there are unusually high levels of visible contamination in received loads.

Section 17409.5.6 requires that source-separated organics waste processing be kept separate from other solid waste streams. This is not practical, especially in facilities that may also combine organic streams for further on-site processing. The following changes are recommended to this section:

(a) Source-separated organics waste handling processing shall be kept separate from other solid waste streams.

(1) The facility operator shall be allowed to combine recovered materials for operational efficiency from any source or sector that meets their end user’s specifications if the operator can verify that the combined materials are maintained in compliance with their Facility Plan or Transfer/Processing Report.

(b) Source-separated organic waste and organic waste removed from a mixed waste organic collection service for recovery shall be:

(1) stored for operational efficiency and away from other activity areas in designated and specified, clearly identifiable areas as described in the Facility Plan or Transfer/Processing Report; and,

(2) removed from the site consistent with section 17410.1 and either:

(A) transported only to another solid waste facility, POTW, or operation for additional processing, composting, in-vessel digestion, or other recycling recovery as specified in section (xxx20.1) of this Division; or,

(B) used in a manner approved by local, state, and federal agencies having appropriate jurisdiction; or,

(C) sent for disposal.

Chapter 3.2. In-Vessel Digestion Operations and Facilities Regulatory Requirements

For facilities that receive pre-processed waste, the loadchecking requirements are completely unnecessary. Facilities that perform the processing will likely have met the requirements for processing facilities, and it is likely that contracts will specify contamination requirements that are more rigorous than those contained with the proposed regulations.

Furthermore, if the facility accepts pre-processed waste from a third party, or other facility, it will likely perform its own checking programs to ensure the integrity of the digester operation. But the requirements in the regulations are unnecessarily onerous in terms of frequency and quantities.

Title 27 Environmental Protection

CalRecycle is proposing to amend Title 27 Division 2, Chapter 3, Subchapter 4, Article 2 of the California Code of Regulations with the following:

§20700.5 CalRecycle – Long Term Intermediate Cover

The proposed amendment is not necessary for two reasons; the definition of intermediate cover already exists in 27 CCR and the control of landfill methane emissions is already regulated via 17 CCR.

CalRecycle has created a new definition “Long Term Intermediate Cover” that is not necessary as Intermediate Cover is already defined in existing regulation 27 CCR section 20700 as “...all surfaces of the fill where no additional waste will be deposited within 180 days...”. Additionally, methane emission control is already regulated via CCR 17 section 95460 et. seq. The purpose of existing regulation 17 CCR Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 6 is to reduce methane emissions from municipal solid waste (MSW) landfills pursuant to the California Global Warming Solutions Act of 2006 (Health & Safety Code, Sections 38500 et. seq.). Provisions of this regulation establish surface emission testing criteria, methane emission thresholds and regulatory requirements to meet the established thresholds.

There has been no scientific or engineering justification for increasing the long-term intermediate cover from the current 18 inches to 36 inches. Methane emissions are already regulated at landfills and are enforced with monitoring requirements. If the rationale for this increase is to control methane, there has been no indication that the current 18 inches is not sufficient and, in addition, Health and Safety Code 39730.6 states that “the state board shall not adopt, prior to January 1, 2025, requirements to control methane emissions associated with the disposal of organic waste in landfills other than through landfill methane emissions control regulations.” Doubling the amount of cover is a diversion of funds from program implementation with no added benefit. This provision should revert to the current 18 inches.

CalRecycle is proposing to amend Title 27 Division 2, Chapter 3, Subchapter 4, Article 3 of the California Code of Regulations with the following:

Section 20750.1 CalRecycle – Organic Waste Handling

The proposed amendment effectually forces landfills to construct material recovery facilities (MRF) to recover organic materials or improve an existing MRF every time the landfill proposes to make a significant change to the design or operation as defined in 27 CCR §21665. This action places a mandated financial burden of constructing or improving a MRF for organic recovery on landfill operators rather than improving organic recovery at existing MRF’s.

This proposed section would also require all landfills to implement organic waste recovery activities even if the jurisdiction has received a waiver from the organics management programs.

Section 20901. CalRecycle—Loadchecking Contamination in Source Separated Organic Waste.

Like Sections 17409.5.11(b)(1) and 17867(4)(A), this section states that “One loadcheck shall be conducted for every 500 tons of [gray container/source separated organic] waste received per operating day. If the operator receives **less** than 500 tons for the operating day, a minimum of two (2) loadchecks shall be performed for that operating day.”

Is the word “less” in the second sentence (in bold text above) instead meant to be “more”? As written, the requirement seems to require a minimum of two loadchecks per day, regardless of how little waste is received at the facility. For example, a 25-ton per day facility would still need to perform two loadchecks.

Section 21695. CalRecycle-Organic Disposal Reduction Status Impact Report

The Status Impact Report (SIR) is required of all landfill operators within 180 days of the effective date of the regulations. The practical purpose of this costly requirement is not evident and is not explained in the ISOR. The disposal reductions created by increased diversion of organics will not have yet occurred. Sources and flows of disposed waste are complex and operators are likely to be unable to predict with any accuracy how future quantities will change as a result of the regulations, in terms of either mass or volume. This means that each analysis and report will be based primarily on speculation by the engineer or certified engineering geologist who prepares the report. The complexity of primary and secondary flows of diverted organics may result in disposal decreases at some sites and increases at other sites that (for example) specialize in receiving residues from organics processing.

We recommend that CalRecycle either:

1. Delete Section 21695 entirely, or
2. If gaining useful information on changes to landfill flows, closure dates, etc. resulting from disposal flow changes caused by SB 1383 is a priority, delay by 3-5 years the date on which these reports are due, and make the requirement conditional on actual, observed changes in flow to a particular landfill that exceed a specified threshold (e.g. an increase or decrease of more than 10% from 2018 tonnages).

§21570. CalRecycle—Filing Requirements

(f)(13) CalRecycle provided no clarity on why there would be a public meeting prior to submittal of a permit application package when a similar requirement for an informational meeting already exists after submittal. Currently, operators are required to submit a permit application 180 days prior to getting approval for the change. Imposing an additional 180 days before the submittal would result in starting the process for new or expanded solid waste facility one year prior to the change. Given that other requirements in the proposed regulations will mandate changes to permits and some implementation deadlines happen in 2022, there will be little time to start permit changes in time.

The requirements under existing Section 21660.2 already impose an informal meeting for New and Revised permits after submittal. Changes to this section also require identifying disadvantaged communities, the proposed requirement in 21570 (f)(13) should be removed and included in section 21660.2.

In addition, Section 21570 (f)(13) requires including “any affected group” in the public meeting. That term has no definition and has no limit as to how far from the facility the affected group is located. The term “affected group” should be removed.

Closing Comments

Thank you once again for the opportunity to comment on the proposed regulations. We would like to reiterate our overall call for jurisdictional flexibility. No two jurisdictions alike, and we believe that the best possible approach would be a performance-based regulatory paradigm that provides jurisdictions the ability to meet their responsibilities in the manner most efficient and effective for their particular jurisdiction.

We look forward to discussing our comments with you in more detail.

Sincerely,

Eric Zetz
Chair, SWANA Legislative Task Force



ITEM NO. 7



**SalinasValley
Recycles.org**
SALINAS VALLEY
SOLID WASTE AUTHORITY

Expanded Organics Program & Legislative Updates

Board of Directors Meeting

April 18, 2019

Published 04/16/2019

1

What is Organic Waste?



**Food Waste
(food scraps)**



**Food-soiled Paper
Waste**



Green Waste



Wood Waste



2

Mandatory Organics Diversion

- **AB 1826 - Mandatory Commercial Organics Recycling (2014)**
 - Commercial Entities Required to Divert Organic Waste (Jan 1, 2019 – 4cy trash per week)
- **SB 1383 - Short-Lived Climate Pollutants & Methane Emissions Reduction Act (2016)**
 - Increase edible food recovery 20% by 2025
 - Reduce organic waste (below 2014 levels):
 - 50% by 2020; and
 - 75% by 2025



3

Organics Grant Update



FOOD WASTE
COMPOSTING FACILITY

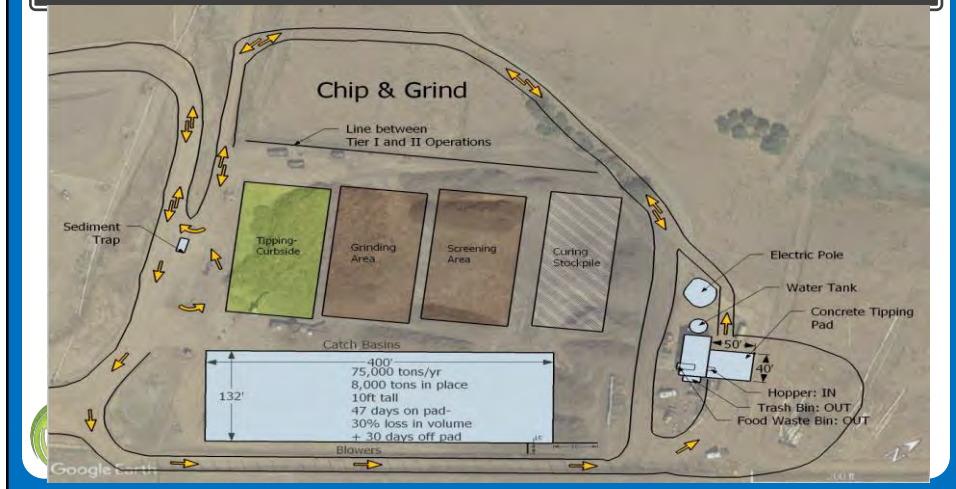


TRUCK & DE-PACKAGING
EQUIPMENT



4

Composting Facility Site Plan



5

Facility Upgrades

Permits Received

- Solid Waste Facility Permit Revision (LEA)
- Organics WDR - Stormwater (RWQCB)
- Air Board Permit (MBARD)

Site Improvements

- Grading & Leveling
- Tipping pad - packaged ag produce
- De-packaging Equipment Installed

Electrical

- Electrical Upgrade & Switch Gear Install
- Power Meter Installation
- Transformer Upgrade - We Have Power!

6



Site Improvements

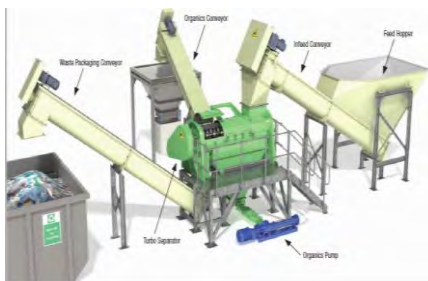
- Grading and Leveling
- Concrete Pad for Packaged Materials
- Electrical Upgrades
- De-packager Installed; Shop Retro-fitted



7

De-packaging Equipment

Turbo Separator – T30



Packaged Produce – 33%



8

De-packager Installed



9



De-packager Training



10

Food Bank Refrigerated Truck



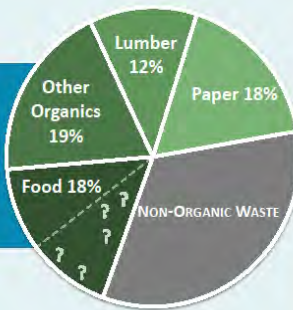
11

SB 1383- Why Organic Waste?

ORGANIC WASTE IS THE LARGEST WASTE STREAM IN CALIFORNIA

CALIFORNIA GENERATES
**APPROXIMATELY
20-23 MILLION TONS**
OF ORGANIC WASTE
EVERY YEAR

THAT'S TWO-THIRDS
OF OUR WASTE
STREAM!



IN CALIFORNIA, MILLIONS ARE
FOOD INSECURE



1 IN 8 CALIFORNIANS
1 IN 5 CHILDREN

CALIFORNIA THROWS AWAY
5.6 MILLION TONS
OF FOOD WASTE EVERY YEAR!



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AB 1826 vs. SB 1383

MORE MONITORING COMPARED SB 1383 COMPLIANCE REVIEW

MORE covers

- Only Commercial Business
- (>2CY) of solid waste per week) shall arrange for organic waste recycling services

Jurisdictions Requirements

- Conduct Education and Outreach
- Monitor Participation
 - (>2CY of solid waste per week) shall arrange for organic waste recycling services
- Notify Noncompliant businesses and educate them about their compliance obligations
- Enforcement: (optional)
- Annually report

SB 1383 Regulations covers

- All Organic waste generators
- *Note: Jurisdictions must make sure all generators have service or compliant self-haul, backhaul or exemptions

Jurisdictions Requirements :

- Conduct Education and Outreach
- Monitor Participation (Annual Compliance Review)
 - (>2CY of solid waste per week) shall arrange for organic waste recycling services
- Notify Noncompliant businesses and educate them about their compliance obligations (2022-24)
- Enforcement mandatory after Jan 2024)
- Annually report

New: Inspect edible food facilities, conduct route reviews, respond to complaints



13

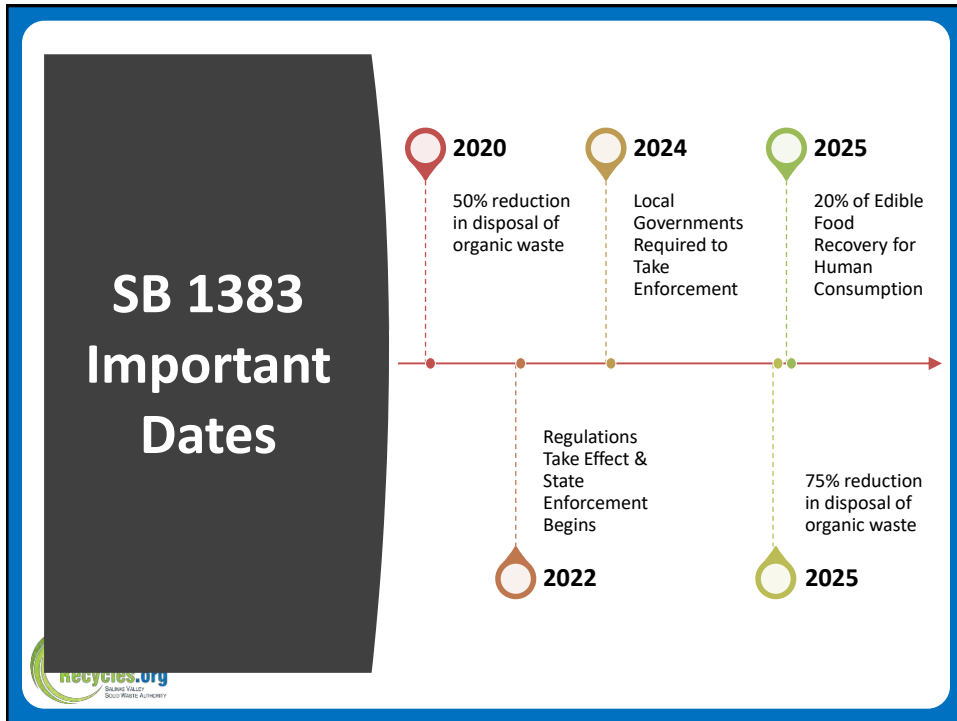
AB 1826 vs. SB 1383 (cont.)

	*AB 1826 Covered Businesses/MFC	SB 1383 Covered Generators
Salinas (Republic Services)	848	31,700
Gon, Gre, Sol (Tri-Cities Disposal)	154	8,400
King City (WM)	107	2,400
TOTAL	1,109	42,500



*County reports separately for AB 939 Programs including AB 1826

14



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SB 1383 – Compliance

Requirements	Responsible Entities					
	City/Co.	Franchised Haulers	Generators*	Facilities	CalRecycle	Food Recovery Orgs.
Ordinances & Agreements (by 2022)	X	X	X	X		
Collection & Processing	X	X	X	X		
Waivers & Exemptions	X		X	X	X	
Edible Food Recovery (by 2025)	X	X	X			X
Monitoring	X	X	X	X	X	X
Enforcement & Inspection (by 2024)	X	X			X	
Education & Outreach (prior to 2022)	X	X				
Procurement Requirements (Begins 2022)	X	X				
Reporting & Record Keeping (by 2022)	X	X	X	X		X
Capacity Planning	X			X		

[SalinasValley Recycles.org](http://SalinasValleyRecycles.org)
Salinas Valley Solid Waste Authority

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Ordinances & Agreements (by 2022)

- **Adopt Enforceable Ordinances** (*includes self-haul customers. Commercial customers report to jurisdiction*)
- **Amend Franchise Agreements (Article 3) and Identify Designated Organics Facility**



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Collection & Processing

FLEXIBLE WASTE CONTAINER OPTIONS

Residential Options



Commercial Options



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Collection & Processing (cont.)

3-CONTAINER ORGANIC WASTE COLLECTION SERVICES

Organic Waste	Non-Organic Recyclables Organic Waste (e.g., Fibers, Wood, Textiles)	Non-Organic Waste	Requirements
			<p>Jurisdiction must monitor containers to minimize prohibited container contaminants</p> <p>If organic waste is not allowed in gray container, then the material in that container is not required to go to a high-diversion organics waste processing facility.</p> <p>If organic waste is allowed in gray container, material must go to a high-diversion organics waste processing facility.</p>

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Collection & Processing (cont.)

ORGANIC WASTE GENERATOR REQUIREMENTS

Property and Business Owners Shall Provide Organic Waste Collection Services



Property and Business Owners Shall Provide Adequate Containers, Sufficient Signage



Businesses Shall Place Organics Collection Containers where Disposal Containers Are Provided for Customers



Requirements also apply to Non-local Agencies and Local Education Agencies

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Waivers & Exemptions

WAIVERS AND EXEMPTIONS GRANTED BY JURISDICTIONS

Jurisdictions May Provide Waivers to an Organic Waste Generators:

De Minimus Waiver

- Total solid waste collection service ≥ 2 cubic yards/week and organic waste is < 20 gallons/week
OR
- Total solid waste collection service < 2 cubic yards/week and organic waste is < 10 gallons/week

Physical Space Waiver

- Business or property owner documents or Jurisdiction has evidence of inadequate space for separate organic waste containers

Collection Frequency Waiver

For 2- and 3-container organic waste collection service, jurisdictions may allow the blue or gray container to be collected once every 14 days



Weekly



Bi-weekly

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Waivers & Exemptions (cont.)

WAIVERS GRANTED BY CALRECYCLE

CalRecycle May Provide Waivers to Jurisdictions if They Meet Specific Requirements

Low Population Waiver

- City may apply to waive some or all generators from collection requirements for up to 2 years if jurisdiction disposed of $< 5,000$ tons of solid waste in 2014 and total jurisdiction population is $< 5,000$ people
- County may apply to waive collection requirements if census tract population density is < 50 people/square mile

Rural Exemption

- Rural jurisdictions may be granted exemption from collection requirements if they submit resolution by Jan. 1, 2022 and governing body adopts resolution.
- Exemption valid until January 1, 2025

Emergency Services

- If a facility has a temporary equipment or operational failure, jurisdiction may allow collected organics to be landfilled for up to 90 days.

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Edible Food Recovery

WHAT DOES “EDIBLE FOOD” MEAN?

“Edible food” means unsold or unserved food that is fit for human consumption, even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

ALL FOOD DONATIONS MUST BE IN COMPLIANCE WITH CAL CODE



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Edible Food Recovery (cont).

ELEMENTS OF AN EDIBLE FOOD RECOVERY PROGRAM

Educate Commercial Edible Food
Generators on Requirements

Increase Access to Food Recovery
Organizations

Monitor Commercial Edible Food
Generator Compliance

Increase Edible Food Recovery
Capacity

◆ A Jurisdiction may fund the program through franchise fees,
local assessments, or other funding mechanisms.

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Edible Food Recovery (cont).

EDIBLE FOOD GENERATOR REQUIREMENTS

Edible food generators shall arrange for their edible food that would otherwise be disposed to be recovered for human consumption.

- Contracting with food recovery organizations or food recovery services that will collect their edible food.
- Self-hauling edible food to a food recovery organization.



25

Edible Food Recovery (cont).

TIER ONE (STARTS 2022)



- **Supermarkets**
- **Grocery stores** with a total facility size equal to or greater than 7,500 square feet
- **Food service distributors**
- **Wholesale food markets**



26

Edible Food Recovery (cont).

TIER TWO (STARTS 2024)



- Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet
- Hotel with an onsite food facility and 200 or more rooms
- Health facility with an onsite food facility and 100 or more beds
- Large venue
- Large event
- State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet
- Local Education Agency with an onsite food facility



27

Monitoring

CONTAINER CONTAMINATION MINIMIZATION

Conduct Route Reviews on Randomly Selected Containers with Visual Inspection or Remote Camera Imaging




If a facility identifies contamination, the facility will notify the jurisdiction who will provide education to generators to reduce and eliminate further contamination



Jurisdiction May Contact or Provide Written Notice to Generator




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**ENFORCEMENT
BY A
JURISDICTION**


Enforcement & Inspection

(by 2022 & 2024)




By January 1, 2022, Jurisdictions are Required to have a Inspection and Enforcement Program

- Adopt Enforceable Mechanisms or Ordinance




Between Jan 1, 2022 and Dec 31, 2023

- Jurisdiction shall provide Educational Outreach Material to Organic Generators not in Compliance with the Chapter



On or after January 1, 2024, Jurisdictions are Required to Take Enforcement Action against Entities in Violation of this Chapter

- Issue Notices of Violation
- Conduct Follow up Inspections
- Document all Enforcement Action
- Impose Penalties



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Enforcement & Inspection

(by 2024)

**JURISDICTION
INSPECTION
REQUIREMENTS
OVERVIEW**





Jurisdiction must do:


- Compliance Reviews
- Route Reviews
- Inspection of Edible Food Generators
- Enough Inspections to verify overall jurisdiction Compliance
- Respond and Investigate Complaints

Jurisdiction may designate another entity to fulfill these requirements through MOU or contract.

Example: County Health Department may inspect Edible Food Generators during Food Safety Inspections




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**ENFORCEMENT
BY A
JURISDICTION**

Enforcement & Inspection

(by 2024)




After 2024, Jurisdictions Shall Impose Penalties Equivalent or Stricter than in Section 18997.2 (Penalty Chart)




Penalty Amounts Differ By

- Type of Violation
- Number of Repeat Violations
- Severity Level (Range)

Violations Imposed per Day




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**DEPARTMENT
ENFORCEMENT**

Enforcement & Inspection




Regulated Entities


- Non-local Entities
- Local Education Agency
- Referral of Multi-Jurisdictional Entity
- Where Jurisdiction fails to Enforce




Jurisdictions



Investigate Complaints for Alleged Violations by Jurisdictions & Entities



Penalties



32

Education & Outreach

EDUCATION REQUIREMENTS



Conduct Education and Outreach to Community

Annually educate all organic waste generators, commercial edible food generators, and self-haulers about relevant requirements



Appropriate educational material must be provided to linguistically isolated households

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Procurement (by 2022)

Two Procurement Targets for Jurisdictions:

- 1. Procurement Targets based on population**
 - Compost and/or
 - Renewable Transportation Fuel
- 2. Procurement Target based on purchases**
 - Recycled content paper products



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Procurement (by 2022)

RECOVERED ORGANIC WASTE PRODUCTS - PROCUREMENT TARGET FOR JURISDICTIONS

Procurement Requirements Determined by Population

Jurisdiction's Population x 0.07 Tons per Capita Factor = Jurisdiction's Procurement Target



Jurisdiction Procurement Target
(tons of raw organic feedstock)

Jurisdictions Customize Procurement

x Conversion Factor for Products = Amount of Recovered Organic Waste Products

100% Renewable Transportation Fuel

Renewable Transportation Fuel + Compost

100% Compost



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Procurement (cont.)

PROCUREMENT OPTIONS

Direct Procurement

Jurisdictions can procure recovered organic waste products to use directly.



Compost for City-Managed Public Landscaping

RNG for City Owned Vehicles

Procurement Does NOT Necessarily Mean Purchased!

Jurisdictions that own an organics recovery facility can procure end products for city/county use.

Direct Service Provider

Jurisdictions can meet their procurement requirement by contracting with a service provider that uses recovered organic waste products like compost or renewable natural gas.



Waste Haulers

Landscape Services

Transportation Services

This is a Paper Transaction

There are no requirements to procure recovered organic waste products that are produced within your jurisdiction or are produced from organic feedstock materials collected within your jurisdiction.



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Procurement (cont.)

RECYCLED-CONTENT PAPER PROCUREMENT TARGET

Requirements

75 Percent of Paper Purchases Must Contain 30 Percent Postconsumer Recycled Content

Products Must Be Recyclable as Defined by FTC "Green Guides" (16 CFR 260.12)



Jurisdictions Must Require Vendors to Certify Postconsumer Content and Recyclability Claims

STATE OF CALIFORNIA Department of Resources Development California's Sustainable Office Initiative Agency	To be completed by the State agency
Postconsumer-Content Certification	State Agency: _____ Procurement Agent: _____ Product: _____

Eligible Products Include

Paper Products (Including Janitorial)



Printing and Writing Paper



Similar Requirements as State Agency Buy Recycled Campaign

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Reporting & Record Keeping (by 2022)



Overview



Jurisdiction Requirements

- Reporting
- Implementation Record
- Inspections
- Enforcement & Penalties



CalRecycle Enforcement Authority

- Regulated Entities
 - Non-local Entities
 - Local Education Agency
 - Referral of Multi-Jurisdictional business
 - Where jurisdiction fails to enforce
- Jurisdiction
- Penalties



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Reporting & Record Keeping (cont.)

Reporting and Implementation Record Must Include All Information Required by the Chapter:



Organic
Collection
Service



Contamination
Minimization



Waivers



Education &
Outreach



Hauler
Program



Edible
Food Recovery
Program



Recycled
Organic Waste
Procurement



Recycled
Paper
Procurement



Commercial
Edible Food
Generators



Jurisdiction
Inspection &
Enforcement

CalRecycle 

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Reporting & Record Keeping (cont.)



**IMPLEMENTATION
RECORD**

Implementation Record

- Stored in one central location
 - Physical or electronic
 - Accessible within one business day
 - Records for each reporting period within 30 days of end of reporting period
 - Retained for five years
- Ordinances & Enforceable Mechanisms
- Contracts and Agreements
- Jurisdiction's Inspections & Enforcement Program
- All Key Records Required by the Chapter

CalRecycle 

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Capacity Planning

CAPACITY PLANNING



Evaluating Current
Infrastructure and Planning
New Compost and AD Facilities
and Edible Food Recovery



CalRecycle 

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Questions, Comments, Concerns?

Mandy Brooks

(831) 775-3004

mandyb@svswa.org



facebook.com/SalinasValleyRecycles




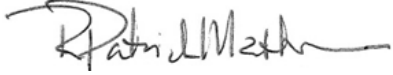
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www.SalinasValleyRecycles.org



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	ITEM NO. 8	
	N/A	
	Finance and Administration Manager, Controller/Treasurer	
		
Report to the Board of Directors		
Date:	April 18, 2019	
From:	Erika J. Trujillo, Clerk of the Board	
Title:	Introduction & First Reading of Ordinance No. 11 Amending Authority Code Article 2.08 Conflict of Interest Code	
	N/A	
	Legal Counsel	

RECOMMENDATION

Staff recommends that the Board Introduce and conduct the First Reading of Ordinance No. 11, **by title only, with the President's reading constituting that reading, and direct staff** to schedule a public hearing for Second Reading and Adoption. The proposed Code amendment will satisfy the requirements of the County, **as the Authority's code reviewing body, in order to adopt the Authority's Conflict of Interest Code.**

STRATEGIC PLAN RELATIONSHIP

This is an administrative item and does not relate to the Board's strategic plan but does reflect one of our key agency values: "Integrity".

FISCAL IMPACT

There is no fiscal impact with the approval of this item.

DISCUSSION & ANALYSIS

The proposed ordinance removes the current conflict of interest code provisions from ordinance to allow procedural changes to be amended by resolution and help eliminate procedural burdens going forward. The Political Reform Act requires the Authority to adopt a conflict of interest code; however, **State law does not require the Authority's Conflict Code be codified by ordinance and the Authority would benefit from the flexibility of modifying its Conflict Code as necessary by resolution.**

The Authority intends to rescind its current codified Conflict Code and to approve a new one by resolution (Attachment No. 3) simultaneous with the amendment of the Code at the May Board meeting.

BACKGROUND

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially by October of every even year and submit a notice to its code reviewing body indicating whether or not an amendment is necessary. The County Board of Supervisors is the Code Reviewing Body for the Authority. **The Authority's Interim Legal Counsel worked with the County Counsel and Authority staff on the development of the attached ordinance.**

ATTACHMENT(S)

1. Ordinance No. 11
2. Draft Summary of Ordinance No. 11
3. Resolution to Adopt a Conflict of Interest
4. Exhibit A – California Code of Regulations
5. Exhibit B – Amendment to the Model Conflict Code Duly Adopted by the FPPC
6. Appendix 1

ORDINANCE NO. 11

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AMENDING ARTICLE 2.08 CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Section 81000, *et seq.*, requires the Salinas Valley Solid Waste Authority (the "Authority") to adopt a conflict of interest code;

WHEREAS, a conflict of interest code, once adopted, shall have the force of law and any violation of a conflict of interest code by a designated employee shall be deemed a violation of Government Code, Chapter 7;

WHEREAS, on or about February 18, 1999, the Authority adopted Ordinance No. 04 codifying its Conflict Code as Article 2.08 of the Authority Code, and subsequently amended it by Ordinance No. 06 on or about November 16, 2006, by Ordinance No. 09 on or about October 20, 2011, and by Ordinance No. 010 on or about January 18, 2018;

WHEREAS, State law does not require the Authority's Conflict Code be codified by ordinance, and the Authority would benefit from the flexibility of modifying its Conflict Code as necessary by resolution; and

WHEREAS, the Authority intends to approve a conforming conflict of interest code by resolution simultaneous with the amendment of Article 2.08 of the Authority's Code.

NOW, THEREFORE, be it ordained by the Board of Directors of the Salinas Valley Solid Waste Authority that:

1. Authority Code Article 2.08 is hereby amended as follows, with deletions represented by strikethrough and additions reflected by bold type:

ARTICLE 2.08 CONFLICT OF INTEREST CODE

~~2.08.010~~ — ~~PURPOSE AND EFFECT~~

~~The terms of Title 2, Division 6 of the California Code of Regulations (Sec 730, *et seq.*), and any amendments thereto that may be adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the following sections in which officials and employees are designated and disclosure categories are set forth, constitute the conflict of interest code for the Authority. This Article constitutes the "Appendix" to Title 2, Division 6 of the California Code of Regulations se 730, *et seq.*~~

~~2.08.020~~ — ~~DESIGNATED POSITIONS; DISCLOSURE CATEGORIES~~

~~a. Designated positions are established by Resolution of the Board. Each officer and employee filling a designated position, and any person filling a designated position on a temporary or acting basis for more than thirty consecutive calendar days, shall disclose~~

~~all of the information set forth in all disclosure Schedules A-1/A-2 through E on such form as the Fair Political Practices Commission may designate.~~

- ~~b. Each consultant, as defined in 2 California Code of Regulations Se700, shall disclose all of the information set forth in all disclosure Scheduled A-1/A-2 through E on such form as the Fair Political Practices Commission may designate. The Chief Administrative Officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that are limited in scope and thus are not required to fully comply with the disclosure requirements of this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The determination of the Chief Administrative Officer is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.~~

~~|2.08.030| PLACE AND TIME OF FILING~~

- ~~a. All persons filling designated positions shall file statements of financial interest with the Chief Administrative Officer or his/her designee who shall receive such statements on behalf of the Authority Board. Unless otherwise required by state law, all statements of financial interest shall be deemed timely filed only when received by the Chief Administrative Officer or his or her designee on or before the following deadlines:—~~
- ~~1. Annual statements shall be filed on or before April 1 of each calendar year. Such statements shall cover the period of the preceeding calendar year or from the date of filing such statement as otherwise required by this Code.~~
 - ~~2. Initial statements shall be filed within thirty days after assuming office disclosing interests held on the date of assuming office.~~
 - ~~3. Leaving office statements shall be filed within thirty days of leaving office. Such statements shall cover the period between the closing date of the last statement required to be filed and the date of leaving office.~~

~~Upon filing of any statements of financial interest, the Chief Administrative Officer or his/her designee shall forward a copy of such statement to the County of Monterey Clerk of the Board of Supervisors.~~

~~|2.08.040| CONFLICT WITH OTHER LAWS~~

~~Nothing contained herein is intended to modify or abridge the provisions of the Political Reform A74 (Government Code Se000, *et seq.*). The provisions of this Code are in addition to Government Code Se100 and other laws pertaining to conflicts of interest, including, but not limited to, Government Code Se90, *et seq.*~~

The Authority’s Conflict of Interest Code shall be established by resolution.

* * *

A summary of this ordinance shall be published once within 15 days after adoption. This ordinance was first introduced at a regular meeting duly held on the __ day of _____, 2019,

and was finally passed and adopted at a regular meeting duly held on the __ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Robert Cullen, President

ATTEST:

Erika Trujillo, Clerk of the Board

ORDINANCE NO. 11

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AMENDING ARTICLE 2.08 CONFLICT OF INTEREST CODE

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WHEREAS, on or about February 18, 1999, the Authority adopted Ordinance No. 04 codifying its Conflict Code as Article 2.08 of the Authority Code, and subsequently amended it by Ordinance No. 06 on or about November 16, 2006, by Ordinance No. 09 on or about October 20, 2011, and by Ordinance No. 010 on or about January 18, 2018;

WHEREAS, State law does not require the Authority's Conflict Code be codified by ordinance, and the Authority would benefit from the flexibility of modifying its Conflict Code as necessary by resolution; and

WHEREAS, the Authority intends to approve a conforming conflict of interest code by resolution simultaneous with the amendment of Article 2.08 of the Authority's Code.

NOW, THEREFORE, be it ordained by the Board of Directors of the Salinas Valley Solid Waste Authority that:

1. Authority Code Article 2.08 is hereby amended as follows, with deletions represented by strikethrough and additions reflected by bold type:

ARTICLE 2.08 CONFLICT OF INTEREST CODE

~~2.08.010~~ — ~~PURPOSE AND EFFECT~~

~~The terms of Title 2, Division 6 of the California Code of Regulations (Sec 730, *et seq.*), and any amendments thereto that may be adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the following sections in which officials and employees are designated and disclosure categories are set forth, constitute the conflict of interest code for the Authority. This Article constitutes the "Appendix" to Title 2, Division 6 of the California Code of Regulations se 730, *et seq.*~~

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~~a. Designated positions are established by Resolution of the Board. Each officer and employee filling a designated position, and any person filling a designated position on a temporary or acting basis for more than thirty consecutive calendar days, shall disclose~~

~~all of the information set forth in all disclosure Schedules A-1/A-2 through E on such form as the Fair Political Practices Commission may designate.~~

- ~~b. Each consultant, as defined in 2 California Code of Regulations Se700, shall disclose all of the information set forth in all disclosure Scheduled A-1/A-2 through E on such form as the Fair Political Practices Commission may designate. The Chief Administrative Officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that are limited in scope and thus are not required to fully comply with the disclosure requirements of this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The determination of the Chief Administrative Officer is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.~~

~~|2.08.030| PLACE AND TIME OF FILING~~

- ~~a. All persons filling designated positions shall file statements of financial interest with the Chief Administrative Officer or his/her designee who shall receive such statements on behalf of the Authority Board. Unless otherwise required by state law, all statements of financial interest shall be deemed timely filed only when received by the Chief Administrative Officer or his or her designee on or before the following deadlines:—~~
- ~~1. Annual statements shall be filed on or before April 1 of each calendar year. Such statements shall cover the period of the preceeding calendar year or from the date of filing such statement as otherwise required by this Code.~~
 - ~~2. Initial statements shall be filed within thirty days after assuming office disclosing interests held on the date of assuming office.~~
 - ~~3. Leaving office statements shall be filed within thirty days of leaving office. Such statements shall cover the period between the closing date of the last statement required to be filed and the date of leaving office.~~

~~Upon filing of any statements of financial interest, the Chief Administrative Officer or his/her designee shall forward a copy of such statement to the County of Monterey Clerk of the Board of Supervisors.~~

~~|2.08.040| CONFLICT WITH OTHER LAWS~~

~~Nothing contained herein is intended to modify or abridge the provisions of the Political Reform A74 (Government Code Se000, *et seq.*). The provisions of this Code are in addition to Government Code Se100 and other laws pertaining to conflicts of interest, including, but not limited to, Government Code Se90, *et seq.*~~

The Authority’s Conflict of Interest Code shall be established by resolution.

* * *

A summary of this ordinance shall be published once within 15 days after adoption. This ordinance was first introduced at a regular meeting duly held on the __ day of _____, 2019,

and was finally passed and adopted at a regular meeting duly held on the __ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Robert Cullen, President

Erika J. Trujillo, Clerk of the Board

NOTICE OF PUBLIC HEARING

A public hearing will be held before the Salinas Valley Solid Waste Authority (SVSWA) Board of Directors on **Thursday, April 18 May 16, 2019**, at 6:00 p.m. at the Gonzales City Council Chambers, 117 Fourth Street, Gonzales, CA to introduce the proposed Ordinance:

AN ORDINANCE OF THE SVSWA AMENDING ARTICLE 2.08 CONFLICT OF INTEREST CODE OF THE SVSWA CODE.

This ordinance amends the SVSWA Authority Code ~~by removing the current conflict of interest code provisions from ordinance~~ to allow ~~procedural~~ changes to **the Authority's conflict of interest code to be amended implemented** by resolution.

This Ordinance shall be in full force and effect 30 days after adoption by the Board of Directors.

A summary of this ordinance shall be published once within fifteen (15) days after adoption.

RESOLUTION NO. 2019-__

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALINAS VALLEY
SOLID WASTE AUTHORITY ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code Section 81000, *et seq.*, requires the Salinas Valley Solid Waste Authority (the “Authority”) to adopt a conflict of interest code;

WHEREAS, the Fair Political Practices Commission (“FPPC”) has adopted a Model Conflict of Interest Code (“Model Code”), codified in Title 2 of the California Code of Regulations, Section 18730, and which the Authority can adopt and incorporate by reference as its conflict of interest code;

WHEREAS, that Model Code may be amended by the FPPC from time to time to conform to changes to the Political Reform Act;

WHEREAS, on or about February 18, 1999, the Authority adopted Ordinance No. 04 codifying its Conflict Code as Article 2.08 of the Authority Code, and subsequently amended it by Ordinance No. 06 on or about November 16, 2006, by Ordinance No. 09 on or about October 20, 2011, and by Ordinance No. 010 on or about January 18, 2018;

WHEREAS, State law does not require the Authority’s Conflict Code be codified by ordinance and the Authority would benefit from the flexibility of modifying its Conflict Code as necessary by resolution; and

WHEREAS, the Authority intends to rescind its current codified Conflict Code and to approve a new one by resolution.

NOW, THEREFORE, be it resolved by the Board of Directors of the Salinas Valley Solid Waste Authority that:

1. The Model Code is attached hereto as **Exhibit A**; any amendments to the Model Code duly adopted by the FPPC will be added hereto and incorporated herein by this reference as **Exhibit B**, when adopted; and the designated positions and the disclosure categories for each Authority position is set forth in **Exhibit C**; all of which constitute the Salinas Valley Solid Waste Authority’s Conflict of Interest Code.

2. It is further resolved that persons holding designated positions listed in Exhibit C shall file Statements of Economic Interest pursuant to Section 4 of the Conflict of Interest Code with the information required for the disclosure category assigned to them.

* * *

PASSED AND APPROVED at a regular meeting of the Board of Directors of the Salinas Valley Solid Waste Authority held on May19, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Robert Cullen, President

Erika Trujillo, Clerk

EXHIBIT A

**CALIFORNIA CODE OF REGULATIONS
TITLE 2. Administration
DIVISION 6. Fair Political Practices Commission
CHAPTER 7. Conflicts of Interest
ARTICLE 2. Disclosure**

Section 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, *et seq.* The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, *et seq.*), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, *et seq.*

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

- (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure. When an investment or an interest in real property is required to be reported, the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$470.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$470 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of \$100 or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$470 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

EXHIBIT B

Amendments to the Model Conflict Code Duly Adopted by the FPPC

EXHIBIT C

Designated Positions and Disclosure Categories

The Political Reform Act, Government Code Section 81000, *et seq.*, requires State and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“FPPC”) has adopted a regulation, California Code of Regulations, Title 2, Division 6, Chapter 7, Article 2, Section 18730 (hereinafter “CCR 18730”), which contains the provisions of a model conflict of interest code that can be adopted by State and local agencies and incorporated by reference to comply with the Government Code Section 87300 requirements. CCR 18730, subdivision (b)(2) requires each agency to establish as part of its Conflict of Interest Code designated officers, employees and consultants who shall file Statements of Economic Interests with the agency. The Salinas Valley Solid Waste Authority (“Authority”) hereby designates those officers and employees as set forth in Appendix 1. Further, CCR 18730, subdivision (b)(3) requires each agency to establish as part of its Conflict of Interest Code certain disclosure categories pursuant to which a designated officer, employee or consultant must report their economic interests that are relevant to their positions.

Upon receipt of the statements of the designated officers, employees and consultants, the agency shall make the statements available for public inspection and reproduction. (Government Code sec. 81008.) Statements filed by all individuals in designated positions will be retained by the Authority.

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Agency.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the Salinas Valley Solid Waste District is a joint powers authority comprised of six (6) public agencies: the Cities of Salinas, Gonzales, Soledad, Greenfield and King City and the County of Monterey. The Salinas Valley Solid Waste District operates entirely within the geographical boundaries of Monterey County.

APPENDIX 1

Designated Positions

TITLE OR FUNCTION	DISCLOSURE CATEGORIES
Board Members	3
Alternates to the Board Members	3
Chief Administrative Officer/General Manager	3
Assistant General Manager	3
Resource Recovery Manager	2
Finance and Administration Manager	2
Operations Manager	2
Engineering and Environmental Compliance Manager	2
Authority Counsel	3
Consultants	3

Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chief Administrative Officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that are limited in scope and is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based on that description, a statement of the extent of disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Disclosure Categories

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within County of Monterey boundaries, or of any land owned or used by the Authority.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the County, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the Authority, or manufacture or sell supplies, books, machinery, or equipment of the type used by the Authority.

2. **Category 2:** A person designated Category 2 shall disclose:

- a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
- b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs.

3. **Category 3, Full Disclosure:** Because it has been determined that the Authority's Board Members, Alternate Board Members, Chief Administrative Officer, Treasurer, and/or Controller "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:




- a. Interests in real property located entirely or partly within County boundaries, or within two miles of County boundaries, or of any land owned or used by the Authority.
- b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

SVR Agenda Item - View Ahead 2019

Item No. 9

	May	Jun	Jul	Aug	Sep	Oct
1	Minutes	Minutes	MEETINGS RECESS	Minutes	Minutes	Minutes
2	Claims/Financials (EC)	Claims/Financials (EC)		May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3	Member Agencies Activities Report	Member Agencies Activities Report		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report/BD Public Outreach Participation (spa)
4	1st Qtr. Tonnage & Diversion Report	Real Property Negotiations (EC)		QTE June Cash & Investments (EC)	New FY Grants & CIP Budget (EC)	Strategic Plan Update
5	Strategic Plan Update			Member Agencies Activities Report	Board Policy Updates (EC)	QTE September Cash & Investments
6	Admin. Bldg. Lease Agrmt. Amendment (EC)			Strategic Plan Update		BD/EC Meetings Schedule
7	Public Hearing: 2nd Reading & Adoption Revision of Ord. 10			2nd Qtr. Tonnage & Diversion Report		CCPP Supplemental Appropriations (EC)
8	O'Neil Sea Odyssey			Notice of Completion JCLF MOD VII Construction Project		
9	Outreach Programs Update					
10	Update on Gloria/Iverson Rd Project					
11	CAG Update (EC)					
12	CH Solar Project Update & Lease Option (EC)					
13	Real Property Negotiations (EC)	<div><div>Consent</div><div>Presentation</div><div>Consideration</div><div>Closed Session</div><div>[Other] (Public Hearing, Recognition, Informational, etc.)</div><div>(EC) Executive Committee</div><div>(sp) Strategic Plan Item</div></div>				
14						
15						
16						
17						
18						
19						
20						

Consent
Presentation
Consideration
Closed Session
[Other] (Public Hearing, Recognition, Informational, etc.)
(EC) Executive Committee
(sp) Strategic Plan Item

 <p>Report to the Board of Directors</p>	<p>ITEM NO. 13</p>
<p>Date: April 18, 2019</p> <p>From: Robert Cullen, President</p> <p>Title: A Resolution Approving the Agreement for Authority General Counsel Legal Services</p>	<div data-bbox="1089 338 1549 604"> <div data-bbox="1089 338 1549 451">  <p>Finance and Administration Manager/Controller-Treasurer</p> </div> <div data-bbox="1089 451 1549 556">  <p>General Manager/CAO</p> </div> <div data-bbox="1089 556 1549 604"> <p>N/A</p> <p>General Counsel</p> </div> </div>

RECOMMENDATION

The Executive Committee recommends the Board of Directors consider and approve a resolution approving an agreement for provision of General Counsel Services with one of the two recommended law firms.

BACKGROUND

On November 21, 2018, the Authority's General Counsel, Tom Bruen, tendered his resignation to the Authority. On January 24, 2019, The Board of Directors authorized the General Manager to prepare and distribute a Request for Proposals (RFP) for Authority General Counsel Services under the guidance and direction of the Board's Executive Committee. It was further directed that the Executive Committee would be responsible for reviewing proposals and conducting interviews of selected firms and making a recommendation to the full Board for consideration.

Four responsive written proposals were received on February 19, 2019 with a fifth proposal rejected for not meeting the required submittal timeline. The Executive Committee reviewed and rated the four proposals and discussed the results at their March 7, 2019 meeting. The two top rated firms were selected to participate in interviews with the Executive Committee. Interviews were held at the Executive Committee's April 4, 2019 meeting and a recommendation to the full Board was agreed. The Executive Committee directed staff to have both firms complete agreements (Attachments 2 and 4) for presentation and consideration by the Board of Directors with respective authorizing resolutions (Attachments 1 and 3).

DISCUSSION & ANALYSIS

Closed session discussion of the Executive Committee's recommendation will be followed immediately by open session discussion and consideration of the Board's final determination of contract award.

FISCAL IMPACT

Both firms have offered hourly rates below those of the Authority's prior General Counsel and staff does not anticipate any significant fiscal impact associated with approval of either agreement. However, actual annual costs will vary from year-to-year for contract legal services dependent upon workloads, litigation and other agency related activities requiring legal services.

ATTACHMENT(S)

1. Resolution for Lozano Smith Attorneys at Law
2. Authority General Counsel Legal Services, Lozano Smith Attorneys at Law
3. Resolution for Aleshire and Wynder Attorneys at Law
4. Authority General Counsel Legal Services, Aleshire and Wynder LLP Attorneys at Law

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING THE AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES WITH LOZANO
SMITH ATTORNEYS AT LAW

WHEREAS, on February 19, 2019 the Authority received and considered four proposal from qualified firms to provide General Counsel Legal Services; and,

WHEREAS, the two top rated proposers where selected by the Executive Committee and approved by the Board of Directors for Interviews on March 21, 2019 and where interviewed on April 4, 2019 by the Executive Committee; and,

WHEREAS, the Executive Committee provided the Board of Directors a recommendation in considering both the written proposals and interviews on April 18, 2019; and,

WHEREAS, the Board of Directors has considered the recommendations.

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 Salinas Valley Solid Waste Authority to execute the agreement for Authority General Counsel legal Services with Lozano Smith Attorneys at Law.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th day of April 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Robert Cullen, President

Erika J. Trujillo, Clerk of the Board



GENERAL COUNSEL
AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective _____, 2019, between the SALINAS VALLEY SOLID WASTE AUTHORITY (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with

Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall

make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. **NO THIRD PARTY RIGHTS.** This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

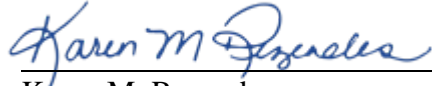
SO AGREED:

SALINAS VALLEY SOLID WASTE
AUTHORITY

LOZANO SMITH, LLP

Robert Cullen
Vice President

Date

 4/5/2019

Karen M. Rezendes
Managing Partner

Date



PROFESSIONAL RATE SCHEDULE
FOR SALINAS VALLEY SOLID WASTE AUTHORITY

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

All Attorneys	\$ 250 per hour
Paralegal / Law Clerk	\$ 150 per hour

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING THE AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES WITH ALESHIRE
AND WYNDER LLP ATTORNEYS AT LAW

WHEREAS, on February 19, 2019 the Authority received and considered four proposal from qualified firms to provide General Counsel Legal Services; and,

WHEREAS, the two top rated proposers where selected by the Executive Committee and approved by the Board of Directors for Interviews on March 21, 2019 and where interviewed on April 4, 2019 by the Executive Committee; and

WHEREAS, the Executive Committee provided the Board of Directors a recommendation in considering both the written proposals and interviews; and,

WHEREAS, the Board of Directors has considered the recommendations.

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 Salinas Valley Solid Waste Authority to execute the agreement for Authority General Counsel Legal Services with Aleshire and Wynder LLP Attorneys at Law.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th day of April 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Robert Cullen, President

Erika J. Trujillo, Clerk of the Board

**CONTRACT SERVICES AGREEMENT FOR
GENERAL COUNSEL SERVICES
SALINAS VALLEY SOLID WASTE AUTHORITY**

This **CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES** (the "Agreement") is effective as of the 18th day of April, 2019, by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W" or "Firm"), and the SALINAS VALLEY SOLID WASTE AUTHORITY ("Authority"), a joint powers authority. The term "Authority" shall also include all other Authority boards, committees and commissions.

1. APPOINTMENT

The Board hereby appoints A&W as the General Counsel to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the Board, committees and all other boards and bodies of the Authority, and its affiliated agencies, as directed by the Authority. As of the effective date of this Agreement, Roy C. Santos is appointed and designated as the Authority's General Counsel and Tommi R. Saghatelian is appointed and designated as the Authority's Assistant General Counsel on behalf of A&W.

A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace or substitute the appointed and designated General Counsel (or any successors to such person) without the Board's prior approval, except from time to time as may be necessary due to illness or vacation scheduling. Approval of any such temporary replacement or substitute General Counsel, or of any Assistant General Counsel, shall be obtained from the General Manager. General Counsel may appoint various attorneys within A&W as Deputy General Counsel as deemed appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

2.1 A&W shall perform any and all work necessary for the provision of General Counsel services to Authority, including, but not limited to, the following:

a. Attendance at Board, committee, or any other affiliated entities' regular meetings, unless excused by the General Manager or his/her designee, and all other board, committee and commission meetings on request of the General Manager or his/her designee; and

b. Provide legal advice, written legal opinions, and consultation on all matters affecting the Authority to the Board, General Manager, boards, commissions, committees, officers, and employees of the Authority and as requested by the Board, the General Manager, or his/her designee, in accordance with such policies and procedures as may be established by the Authority from time to time; and

c. Be available for telephone consultation with Authority staff, as needed on legal matters which are within their area of operation; and

d. Prepare or review necessary legal documents such as: all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandum of understanding; franchise agreements; and all similar documents; and

e. Represent and advise the Authority on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the Authority until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of the Authority; and

f. Hold office hours at a time and place agreed to with the General Manager; and

g. Attend management staff and agenda review meetings at a time agreed to with General Manager; and

h. Monitor pending and current legislation and case law as appropriate; and

i. Supervise outside legal services, if any.

2.2 A&W, as a full-service law firm, is prepared to, and will, provide representation to the Authority in all of its legal affairs, including, but not limited to, public agency law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the Board may otherwise direct. The General Counsel shall represent the Authority in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the Board.

2.3 The General Counsel will keep the Authority informed as to the progress and status of all pending matters in accordance with such procedures as the Authority may establish from time to time. The General Counsel is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the Board, such special counsel shall be supervised by the General Counsel.

2.4 All legal services shall be coordinated under the direction of the General Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the Board or General Manager. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Board, at any time, to assign or reassign any legal matter of the Authority from or to A&W.

3. AUTHORITY DUTIES

Authority agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent the Authority desires services to be rendered on site, Authority, at the Authority's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the General Manager, as may be necessary therefor. Authority further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses. In addition, the Authority understands that the fee structure herein represents a blending of rates, with certain services offered at discounted rates, on the assumption that, due to the volume of work, other services will be rendered at higher rates. Therefore, insofar as possible and unless A&W lacks the experience, capability or resources, it is the intent of the parties hereto that all matters of the Authority requiring the rendition of legal services shall be performed by A&W. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the Board, at any time, to assign or reassign legal matters of the Authority from or to A&W.

4. PERSONNEL

In addition to Roy C. Santos acting as General Counsel, A&W will provide the following additional attorneys to render the predominate legal services hereunder:

Assistant General Counsel	Tommi R. Saghatelian
Deputy General Counsel (Land Use/Environmental)	Shannon L. Chaffin
Deputy General Counsel (Litigation)	Michelle E. Sassano
Special Counsel (Litigation, CEQA)	Anthony R. Taylor
Special Counsel (Special Projects/Conflicts of Interest)	Hilda Cantú Montoy
Special Counsel (Real Estate)	Anne N. Lanphar

Assignments may be modified as provided in Section 1 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits "A" and "B" attached hereto and incorporated herein by this reference.

In general, the arrangement is that there is a base amount of hours which are significantly discounted and referred to as the general services hours. This includes general services, attending

public meetings, preparing contracts, giving general advice to Authority departments and similar services. Special services, including a broad range of categories (litigation, risk management, personnel, administrative hearings, labor negotiations, toxics, real estate negotiations and contracts, etc.), which would otherwise be likely to be contracted out as special services at higher rates, are billed at a higher rate. Public finance matters are charged as set forth below in Section 6 and in the exhibits.

The foregoing arrangement would remain in effect until July 1, 2022 and thereafter until amended. However, the hourly rates of the attorneys at A&W are reviewed annually and, when appropriate, adjusted to reflect increases in expertise as well as other appropriate factors. Such increases are made on an annual basis, effective as of the beginning of each calendar year. While the hourly rates for services rendered by individual A&W attorneys may be adjusted as set forth herein, the "rates" established in this Agreement shall not be adjusted except as provided here, and only upon the approval of the Board.

6. BOND OR FINANCIAL SERVICES

Bond or Financial Services shall mean those situations where A&W acts as Legal Counsel for the Authority with regard to the issuance of debt, loans, certificates of participation including formation of assessment or community facilities districts; after review and accord of the proposed issue by independent review Counsel if selected by the Authority, A&W shall be compensated for Bond or Financial Services as provided in Exhibit "A" and "B."

7. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by the Authority. These costs and expenses are described in more detail in Exhibit "B", attached hereto, and incorporated herein by reference. The Authority agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). The Authority will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior written agreement of the Authority. A&W will select any investigators, consultants, or experts to be hired only after consultation with the Authority.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the Authority. Except in connection with litigation and administrative hearings, travel costs will not be charged to the Authority. Periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the Authority. A&W will not be charged for such expenses and, in exchange, will not charge the Authority for calls made from our office or other locations to the Authority.

8. STATEMENTS AND PAYMENT

A&W shall render to the Authority a statement for fees, costs, and expenses incurred on a monthly basis. Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with Authority funding categories or to track project costs, or such other basis as the Authority may direct. Reimbursable costs shall be separately itemized.

In consideration for A&W's performance of legal services on behalf of the Authority under the terms of this Agreement, and upon review and approval of A&W's bill by the Authority, A&W shall be compensated at the preapproved hourly rates and for authorized expenses as set forth in Exhibit "B." Payments shall be made by the Authority within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by Authority with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the legal rate. Invoices shall be submitted to the Authority at the address shown in Section 13.

9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for the Authority to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of the Authority. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of the Authority. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of the Authority or amendment hereof.

10. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of the Authority, and shall remain, at all times as to the Authority, a wholly independent contractor with only such obligations as are required under this Agreement. Neither A&W nor any employees or agents of A&W shall be considered an employee of the Authority for any purpose. Neither the Authority, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Authority shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

11. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the Authority, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

11.1 Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

11.2 Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and the Authority against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

11.3 Automobile Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

11.4 Errors and Omissions Insurance. A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name the Authority, its officers, employees and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Authority, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the Authority. In the event any of said policies of insurance are cancelled, A&W shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Authority. Failure to do so is cause for termination.

12. INDEMNIFICATION

12.1 A&W agrees to indemnify the Authority, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities

arise from the negligence or willful misconduct of the Authority, its officers, agents or employees.

12.2 The Authority acknowledges that A&W is being appointed as the General Counsel and has the authority of that office. Accordingly, the Authority is responsible pursuant to Government Code Section 825 for providing a defense for the General Counsel, Assistant General Counsel and Deputies for actions within the scope of A&W's engagement hereunder. Therefore, the Authority agrees to undertake its statutory duty under section 825 and indemnify A&W, its officers, employees and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W within the course and scope of its employment hereunder, but nothing herein shall require the Authority to indemnify A&W for liability arising from A&W's own negligence, tortious acts, willful misconduct or legal malpractice. Nothing in this agreement shall be construed to provide A&W with greater indemnification than required by Government Code section 825 or to prohibit the Authority from providing a defense with a reservation of rights as permitted by section 825. In connection herewith:

a. The Authority will promptly provide a defense and pay any judgment rendered against the Authority, its officers, agents or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of the Authority hereunder except as specified above;

b. In the event A&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Authority for such damages or other claims solely arising out of or in connection with the work operation or activities of the Authority hereunder, the Authority agrees to pay to A&W, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees to the extent required by Government Code section 825.

13. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

AUTHORITY: Salinas Valley Solid Waste Authority
128 Sun Street, Suite 101
Salinas, CA 93901
Attention: General Manager

COUNSEL: Aleshire & Wynder, LLP
2440 Tulare Street, Suite 410
Fresno, California 93721
(559) 445-1580 (office)
(559) 486-1568 (fax)
Attention: Roy C. Santos

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

14. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual orientation, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual orientation, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the State of California, this requirement is an ethical obligation of attorneys in the management of their firms. [Rules of Professional Conduct Section 2-400(c).]

15. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. The Authority may discharge A&W at any time. The General Counsel shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from the Authority's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to the Authority.

In the event of such discharge or withdrawal, the Authority will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. The Authority agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as the Authority's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of the Authority to the Authority, or to counsel designated by the Authority, and assist to the fullest extent possible in the orderly transition of all pending matters to the Authority's new counsel.

16. CONFLICTS

A&W represents that it has advised the Authority in writing prior to the date of signing of this Agreement of any known relationships with a third party, the Board or Authority employees

which would: (i) present a conflict of interest with the rendering of professional services under this Agreement; (ii) prevent A&W from performing the terms of this Agreement; and (iii) present a significant opportunity for the disclosure of confidential information.

A&W has no present or contemplated employment which is adverse to the Authority. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the Authority. However, A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to the Authority, and A&W reserves the right to represent such clients in matters not connected with its representation of the Authority, upon securing a waiver from both the Authority and the present or future client.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W shall withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

17. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Monterey County.

18. INTEGRATED AGREEMENT; LEGAL REVIEW; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. The Authority has been advised by A&W of its right to have independent legal review of this Agreement and has not sought or relied upon advice from A&W concerning this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. LICENSE REQUIREMENTS

A&W shall demonstrate that the attorney(s) who provide legal services to the Authority under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the Board or the General Manager why such license is not required to perform the services required.

20. CONFIDENTIALITY AND DISCLOSURE

The data, information and reports acquired or prepared by A&W in connection with matters upon which the Authority has retained A&W shall not be shown or distributed to any other public or private person or entity except as authorized by the Board or the General Manager and in no event prior to having been first disclosed to the Board or the General Manager. All information, documents, records, reports, data or other materials furnished by the Authority to A&W or other such information, documents, records, data or other materials to which A&W has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of the Authority. A&W shall not make oral or written

disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the General Manager.

21. RECORDS AND DOCUMENTATION

A&W shall maintain complete and accurate records of the services provided to the Authority and expenses incurred on behalf of the Authority. A&W agrees to assist the Authority in meeting the Authority's reporting requirements to other agencies with respect to A&W's work under this Agreement.

22. ASSIGNMENTS AND SUCCESSORS IN INTEREST

The Authority and A&W bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the General Manager or the Board.

23. NO WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

24. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the Authority.

Dated: _____, 2019

"AUTHORITY"

**Salinas Valley Solid Waste Authority,
a joint powers authority**

By: _____
Patrick Mathews, General Manager

ATTEST:

Clerk of the Board

Dated: April 8th, 2019

"ALESHIRE & WYNDER, LLP"

By: 
Shannon L. Chaffin, Esq., Equity Partner

EXHIBIT "A"

FEE ARRANGEMENT

A. Hourly Rate:

CLASSIFICATION	HOURLY RATES	
	INITIAL	JULY 1, 2020
General Services	\$205.00	\$210.00
Special Services/ Litigation Services	\$240.00 Partners \$210.00 Associates/Of Counsel	\$245.00 Partners \$215.00 Associates/Of Counsel
Reimbursable	\$285.00 Blended Rate	\$285.00 Blended Rate
Financings	\$350.00 per hour for attorneys, \$165.00 per hour for paralegals/ law clerks	\$350.00 per hour for attorneys, \$165.00 per hour for paralegals/ law clerks
Paralegal/law clerk	\$125.00	\$130.00
Clerk	\$65.00	\$70.00

1. General Legal Services Defined

General Legal Services we define as:

- (i) Providing routine legal advice, consultation, and opinions to the Board, the General Manager and Authority staff.
- (ii) Assisting in the preparation and review of agreements, contracts and related documents, forms, notices, certificates, deeds, and other documents required by the Authority.
- (iii) Attending all Board, and other meetings of the Board and committees of the Authority as deemed necessary.
- (iv) Attend weekly staff meeting.
- (v) Consulting with Board members, the General Manager and Authority staff as needed.
- (vi) Rendering legal advice and opinions concerning legal matters that affect the Authority, the Board, the General Manager and Authority staff, including new legislation and court decisions.
- (vii) Performing research and interpreting laws, court decisions and other legal authorities to prepare legal opinions and to advise the Board, the General Manager and Authority staff on legal matters pertaining to operations of the Authority.
- (viii) Monitoring pending and current state and federal legislation and case law as appropriate.
- (ix) Coordinating the work of outside counsel as needed and as directed by the Board and the General Manager.

- (x) Preparing employment notices including interview notices, administrative leave notices, notice of intended disciplinary action and notice of disciplinary action.
- (xi) Legal analysis of Public Records Act requests and preparation of responses on behalf of the Authority.

We do not charge for travel time or mileage to and from the Authority, but we do charge for travel to attend administrative and judicial proceedings.

2. Special Services Defined

Special Legal Services we define as:

- (i) Personnel administration, administrative hearings and appeals involving personnel and labor matters, fees disputes, etc.
- (ii) Preparing and conducting investigations, representing Authority staff during investigations.
- (iii) Preparation for and attendance at third party depositions of Authority staff.
- (iv) Labor negotiations and preparation of personnel rules and procedures.
- (v) Labor Commissioner, EEOC, DFEH, and PERB hearings.
- (vi) Real estate negotiations, contract preparation and analysis,

In addition, the following constitute special legal services: enterprise funds, major contract negotiations, municipal finance matters (other than bonds and similar financial services), environmental and toxics, and similar matters requiring special expertise.

3. Litigation Legal Services

Litigation legal service rates provided within this proposal apply to the following:

- (i) Civil litigation commenced by or filed against the Authority in state or federal court.
- (ii) Writ of mandate, eminent domain, and small claims actions.
- (iii) Mediations, arbitrations, PERB and OAH hearings.
- (iv) Injunctions, restraining orders, judgment liens, and protective orders.
- (v) State or federal court appellate proceedings.

The litigation services rates provided within this proposal do not include any fees or costs charged by an expert witness or specially retained counsel.

4. Fees Reimbursable by a Third Party

For legal services performed on matters where the Authority is reimbursed by a third party, such as development agreements, we would charge a blended rate of \$285.00 per hour.

5. Public Financing Defined

For public finance services in connection with the issuance or potential issuance of debt, loans, certificates of participation including formation of assessment or community facilities districts, etc., our fee shall be \$350.00 per attorney hour. Paralegal, law clerk, or project specialist time shall be billed at \$165.00 per hour.

Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel, if applicable, in an amount not to exceed \$5,000.00 and a not to exceed other expenses fee (excluding special tax counsel) of \$2,500.00 per bond transaction.

In addition to the foregoing, A&W would be reimbursed for out-of-pocket expenses as described in the attached Exhibit "B."

B. Cost of Living

Beginning on January 1, 2021, and thereafter annually, to adjust the hourly rates. The proposed adjustment would be adjusted upwards from the hourly rate in effect on December 31 of the previous year, based on either the Consumer Price Index ("CPI") for all urban consumers in the Sacramento-Modesto-Fresno area as published by the United States Government Bureau of Labor Statistics, or the rate of three percent (3%), whichever is higher. The adjustment will be rounded to the nearest dollar (up or down). A&W has the right to waive or reduce the cost of living adjustment authorized pursuant to this Agreement and Exhibit "A."

This arrangement shall remain in effect until amended.

EXHIBIT "B"

STATEMENT OF BILLING PRACTICES

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty cents (\$.20) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

The Firm will not charge for mileage or travel time between our office and Authority facilities, nor for local telephone calls or calls made to the Authority. In exchange, Firm shall not be charged for calls made or received at the Authority, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the Authority (unless expressly requested by the Authority).