



SUPPLEMENTAL MATERIAL WAS ADDED TO THE BOARD OF DIRECTORS

May 16, 2109
AGENDA PACKET

Pertaining to the following Scheduled Items:

5/14/2019

- ITEM NO. 10: UPDATE ON THE GLORIA/IVERSON ROAD PROJECT**
PowerPoint Presentation – Added
- ITEM NO. 11: O'NEIL SEA ODYSSEY PROGRAM**
PowerPoint Presentation – Added
- ITEM NO. 12: UPDATE ON THE SALINAS VALLEY SOLID WASTE AUTHORITY OUTREACH PROGRAMS**
PowerPoint Presentation – Added
- ITEM NO. 13: UPDATE ON CRAZY HORSE SOLAR PROJECT**
PowerPoint Presentation – Added

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



AGENDA
Regular Meeting

BOARD OF DIRECTORS

May 16, 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.

1. [Minutes of the April 18, 2019 Meeting](#)
2. [March 2019 Claims and Financial Reports](#)
3. [Member and Interagency Activities Report for April 2019 and Upcoming Events](#)
4. [Tonnage and Diversion Report for the Quarter Ended March 31, 2019](#)
5. [A Resolution Establishing the Investment Policy](#)
6. [A Resolution Authorizing a Professional Services Agreement with Onsite Electronics Recycling for the Hauling and Recycling of Electronic Waste](#)
7. [A Resolution Approving a Two-Year Service Agreement with Stericycle Environmental Services for Household Hazardous Waste Transportation and Disposal/Recycling](#)
8. [Resolutions Approving Service Agreements for Equipment Maintenance Services with Golden State Truck and Trailer, Quinn Company, and Skinner Equipment Repair Through June 30, 2022](#)
9. [A Resolution Declaring Surplus Property and Authorizing the General Manager/CAO to Dispose of Property](#)

PRESENTATION

10. [UPDATE ON THE GLORIA/IVERSON ROAD PROJECT](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only
11. [O'NEIL SEA ODYSSEY PROGRAM](#)
 - A. Receive Report from Janna Faulk, Recycling Coordinator
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only
12. [UPDATE ON THE SALINAS VALLEY SOLID WASTE AUTHORITY OUTREACH PROGRAMS](#)
 - A. Receive Report from Janna Faulk, Recycling Coordinator
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only
13. [UPDATE ON THE CRAZY HORSE SOLAR PROJECT](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only

PUBLIC HEARING

14. [SECOND READING AND ADOPTION OF ORDINANCE NO. 11 AMENDING AUTHORITY CODE ARTICLE 2.08 CONFLICT OF INTEREST CODE](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Public Hearing
 - C. Board Discussion
 - D. Recommended Action – Conduct Second Reading by Title Only and Adopt Ordinance

CONSIDERATION

15. [A RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Adopt Resolution
16. [RESTRUCTURE OF THE CITIZENS ADVISORY GROUP](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Provide Direction

FUTURE AGENDA ITEMS

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

CLOSED SESSION

Receive public comment from audience before entering into closed session:

18. 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 General Counsel

Roy C. Santos, 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: 2) Republic Services Property, APNs 261-051-005, 007, and 019, located at 1120 Madison Lane, Salinas CA: 3) APN 002-021-006, located at 346 W. Market St., Salinas, CA: 4) APN 002-021-007, located at 330 W. Market St., Salinas, CA: 5) APN 002-021-008, located at 320 W. Market St., Salinas, CA: and 6) APN 137-021-002, located at 531 Eckhart Road, Salinas, CA

19. 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 General Counsel Roy C. Santos, concerning the terms and conditions of lease of 1) Property located at 128 Sun Street, Suite 101, Salinas, CA

RECONVENE

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, May 9, 2019. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, Thursday, June 20, 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.salinavalleyrecycles.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
BOARD MEETING
APRIL 18, 2019

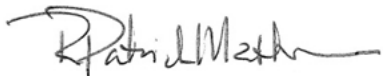
CALL TO ORDER

President Cullen called the meeting to order at 6:01 p.m.

ROLL CALL

The following Board Directors were present:

County of Monterey	Chris Lopez, Alt. Vice President
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	Andrew Tipton
City of King	Robert Cullen, President

ITEM NO. 1
Agenda Item

General Manager/CAO
N/A
General Counsel Approval

The following Board Directors were absent:

County of Monterey John M. Phillips

Staff Members Present:

Patrick Mathews, General Manager/CAO	Elia Zavala, Contracts and Grants Analyst
Cesar Zuñiga, Asst. GM/Operation Manager	Rosie Ramirez, Administrative Assistant
Mandy Brooks, Resource Recovery Manager	Erika J. Trujillo, Clerk of the Board
Janna Faulk, Recycling Coordinator	James Sanchez, Interim General Counsel
Estella Gutierrez, Resource Recovery Technician	

MEETING ANNOUNCEMENTS

(6:01) President Cullen announced the availability of translation services. No member from the public requested the service.

GENERAL MANAGER COMMENTS

(6:02) General Manager/CAO Mathews commented article provided to the Board "Berkeley fine-tunes its plans for a 'jewel' of a waste facility" by Berkeleyside. The article outlines Berkeley's activities related to remodeling and improving its public recycling and waste transfer facilities in the heart of the City.

DEPARTMENT MANAGER COMMENTS

(6:03) Resource Recovery Brooks commented on the following:

- Tire Amnesty event coming to an end
- Upcoming King City clean up event
- Upcoming Natividad Creek Cleanup event
- The Rock Steady Juggling: The Recycling Wizard Show schedule requested by Director De La Rosa

BOARD DIRECTORS COMMENTS

(6:05) Director De La Rosa commented on the upcoming Dia Del Niño event requesting Authority Reusable bags to distribute during the event. Director Lopez commented on the

Cyclovia event that took place in King City. Director Silva commented on the upcoming event hosted by the City of Gonzales for el Dia Del Niños.

PUBLIC COMMENT

(6:06) Kirstin Skromme with Waste Management commented on the on upcoming cleanup event in King City and expressed the appreciation for Authority staff and all their assistance during events.

CONSENT AGENDA (6:07)

- 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. Resolution No. 2019-12 Approving Supplemental Appropriation of \$12,766 for the **Acceptance of the Mattress Recycling Council's Micro Grants for Mattress Collection Facilities – Cycle 1 Collections**

Board Comments: None

Public Comment: None

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

Votes: Motion carried 8,0

Ayes: Cromeenes, Cullen, De La Rosa, Lara, Lopez, Silva, Tipton, Villegas

Noes: None

Abstain: None

Absent: Phillips

PRESENTATION

6. WALLY WASTE-NOT AWARDS

(6:08) Recycling Coordinator Faulk introduced Estela Gutierrez, Resource Recovery technician whom is the lead for the Schools and Wally Waste-Not Award programs. Ms. Gutierrez provided an overview of the 26 required activities that each of the twelve awarded schools had to complete to successfully complete the program. She recognized some schools that completed more activities than the required. Ms. Gutierrez present the \$2,000.00 check that is awarded as part of successfully completing the program to each school.

Board Comments: The Board commended the schools.

Public Comment: None

Motion: None; Information only

7. EXPANDED ORGANICS PROGRAM AND LEGISLATIVE UPDATES

(6:25) Resource Recovery Manager Brooks provided an updated on the Authority's Expanded Organics Recovery program that will allow higher levels of diversion and greenhouse gas emission reductions that will help achieve the requirement of the State mandates; Assembly Bill 1826 (AB 1826) - Mandatory Commercial Organics Recycling Program and Senate Bill 1383 (SB 1383) - Climate Pollutants and Methane Emissions Reduction Strategy. Mrs. Brooks presented the video on the new De-packaging equipment that was installed at the Johnson Canyon Landfill as part of the Organics Recovery program. She also provided a detailed overview of the SB 1383

requirements for each entity affected by the mandate, as well as, a video from CalRecycle “SB 1383 Implementation”.

Board Comments: The Board Discussed the presentation.

Public Comment: None

Motion: None; Informational only

CONSIDERATION

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

(7:22) General Manager/CAO Mathews provided a report on the changes being proposed. Interim Legal Counsel Sanchez explanation that the contact with the County General Counsel **had been done to identify the requirements needed to the Authority's Conflict of Interest Code.** President Cullen introduced the ordinance by title only.

Board Comments: None

Public Comments: None

Motion: Director De La Rosa made a motion to accept the first reading of Ordinance No. 11 and direct staff to schedule a public hearing for the second reading and adoption. Director Silva seconded the motion.

Ayes: Cromeenes, Cullen, De La Rosa, Lara, Lopez, Silva, Tipton, Villegas

Noes: None

Abstain: None

Absent: Phillips

FUTURE AGENDA ITEMS

9. AGENDA ITEMS – VIEW AHEAD SCHEDULE

(7:26) The Board reviewed the future agenda items. General Manager/CAO Mathews indicated the County of Monterey had been scheduled for the May Board meeting to provide an update on the Iverson/Gloria/Johnson Canyon Roads project as requested by Director Lopez. Mr. Mathews indicated there would be an upcoming item related to the restructuring of the Citizens Advisory Group.

CLOSED SESSION

(7:29) President Cullen invited Public comment related to the following closed session items:

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.

Public Comment: Roy Santos from Alshire & Wynder, LLP thanked the Board for the opportunity to interview and be considered for the opportunity to provide legal services the Authority.

(7:29) President Cullen adjourned the meeting into closed session to discuss Item Nos. 10, 11, and 12.

RECONVENE

(7:55) President Cullen reconvened the meeting to open session with no reportable actions taken during closed session for Item Nos. 10 and 11.

CONSIDERATION

13. RESOLUTION 2019-13 APPROVING THE AGREEMENT FOR AUTHORITY GENERAL COUNSEL LEGAL SERVICES WITH ALSHIRE AND WYNDER LLP

(7:22) President Cullen provided a report on the release of the Request for Proposal for General Counsel Legal Services, the interview of the top two scoring firms, Lozano Smith and Aleshire & Wynder LLP, by the Executive Committee, and the recommendation of the Committee to award the contract to Aleshire & Wynder LLP for Authority General Counsel. He expressed his appreciation to Jim Sandoval from Lozano Smith for his assistance as Interim General Counsel during such a critical time for the Authority.

Board Comments: None

Public Comments: None

Motion: Director Villegas made a motion to adopt Resolution No. 2019-13. Director Cromeenes seconded the motion.

Ayes: Cromeenes, Cullen, De La Rosa, Lara, Lopez, Silva, Tipton, Villegas

Noes: None

Abstain: None

Absent: Phillips

ADJOURNED

(7:58) 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: May 16, 2019

From: C. Ray Hendricks, Finance and Administration
Manager

Title: March 2019 Claims and Financial Reports

RECOMMENDATIONS

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

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of March for a summary of the Authority's financial position as of March 31, 2019. The following are highlights of the Authority's financial activity for the month of March.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of March 2019, operating revenues exceeded expenditures by \$711,301. Fiscal year 2018-19 to date operating revenues exceeded expenditures by \$2,485,642.

Revenues (Consolidated Statement of Revenues and Expenditures)

After nine months of the fiscal year, (75.00% of the fiscal year), revenues total \$16,945,449 or 85.9% of the total annual revenues forecast of \$19,720,275. March Tipping Fees totaled \$1,145,490 and for the year to date totaled \$11,262,466 or 88.9% of the forecasted total of \$12,672,500.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of March 31, 2019 (75.00% of the fiscal year), year-to-date operating expenditures total \$14,459,808. This is 72.6% of the operating budget of \$19,913,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of March 2019, capital project expenditures totaled \$193,956. \$66,629 was for the Waste Composition Study. \$64,530 was for the JC Module 7 Engineering & Construction. \$42,699 was for the JC Litter Control Barrier.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of March 2019 is attached for review and acceptance. March disbursements total \$1,299,862.40 of which \$623,059.34 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 March 2019.

Vendor	Services	Amount
Vision Recycling	Organics Diversion Services & C&D Grinding Services	\$67,622.55
Cascadia Consulting Group	Waste Characterization Study	\$66,629.00
Cardlock Fuel Systems	All Sites Equipment & Vehicle Fuel	\$52,031.54

Cash Balances

The Authority's cash position increased \$632,650.98 during March to \$28,472,695.30. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below.

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	4,395,281.64
State & Federal Grants	(521,326.39)
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	-
BNY - Sub Pmt Cap One 2014 Eq Lease	-
GEO Deposit (CEQA)	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	82,606.25
Employee Unreimbursed Medical Claims	4,733.88

Committed by Board Policy:

AB939 Services	249,435.93
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)	8,368,958.75

<u>Assigned for Capital Projects</u>	8,076,832.39
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<u>Available for Operations:</u>	2,549,595.40
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Total	<u>28,472,695.30</u>
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ATTACHMENTS

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



Salinas Valley Solid Waste Authority

Consolidated Statement of Revenues and Expenditure

For Period Ending March 31, 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	1,145,490	11,262,466	88.9 %	1,410,034	0	1,410,034
Tipping Fees - Surcharge	1,849,550	116,599	1,402,815	75.8 %	446,735	0	446,735
Tipping Fees - Diverted Materials	2,029,525	207,077	1,716,443	84.6 %	313,082	0	313,082
AB939 Service Fee	2,319,700	193,308	1,739,772	75.0 %	579,928	0	579,928
Charges for Services	144,000	24,394	122,724	85.2 %	21,276	0	21,276
Sales of Materials	265,000	54,301	229,363	86.6 %	35,637	0	35,637
Gas Royalties	240,000	74,188	217,503	90.6 %	22,497	0	22,497
Investment Earnings	138,000	0	201,060	145.7 %	(63,060)	0	(63,060)
Other Non-Operating Revenue	62,000	5,089	53,303	86.0 %	8,697	0	8,697
Total Revenue	19,720,275	1,820,445	16,945,449	85.9 %	2,774,826	0	2,774,826
<u>Expense Summary</u>							
Executive Administration	509,000	55,300	339,643	66.7 %	169,357	690	168,667
Administrative Support	465,100	40,450	360,423	77.5 %	104,677	40,152	64,525
Human Resources Administration	224,400	13,934	143,422	63.9 %	80,978	569	80,409
Clerk of the Board	197,000	15,157	128,263	65.1 %	68,737	3,907	64,830
Finance Administration	897,800	46,330	550,350	61.3 %	347,450	4,407	343,043
Operations Administration	540,600	29,845	332,527	61.5 %	208,073	11,897	196,177
Resource Recovery	1,124,100	81,893	749,577	66.7 %	374,523	2,108	372,415
Marketing	75,000	14,612	40,506	54.0 %	34,494	30,539	3,955
Public Education	223,800	13,639	94,279	42.1 %	129,521	40,258	89,263
Household Hazardous Waste	936,700	68,778	556,260	59.4 %	380,440	135,931	244,509
C & D Diversion	155,800	4,242	87,244	56.0 %	68,556	0	68,556
Organics Diversion	1,037,900	68,481	576,655	55.6 %	461,245	414,425	46,820
Diversion Services	15,000	3,900	11,700	78.0 %	3,300	1,950	1,350
JR Transfer Station	570,300	52,276	387,802	68.0 %	182,498	41,789	140,709



Salinas Valley Solid Waste Authority

Consolidated Statement of Revenues and Expenditure

For Period Ending March 31, 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	11,652	100,369	51.5 %	94,631	630	94,000
ML Transfer Station	400,000	0	285,308	71.3 %	114,692	0	114,692
SS Disposal Operations	1,183,100	89,072	871,367	73.7 %	311,733	67,461	244,272
SS Transfer Operations	1,289,100	87,945	893,455	69.3 %	395,645	76,380	319,265
SS Recycling Operations	851,200	50,684	543,766	63.9 %	307,434	46,930	260,504
JC Landfill Operations	2,862,700	229,124	2,072,602	72.4 %	790,098	479,797	310,301
JC Recycling Operations	432,500	34,085	260,046	60.1 %	172,454	3,115	169,339
Crazy Horse Postclosure Maintenance	530,800	9,871	288,536	54.4 %	242,264	67,284	174,980
Lewis Road Postclosure Maintenance	243,400	7,271	140,280	57.6 %	103,120	32,659	70,460
Johnson Canyon ECS	347,800	43,973	246,449	70.9 %	101,351	59,319	42,032
Jolon Road Postclosure Maintenance	228,800	1,394	154,845	67.7 %	73,955	9,015	64,940
Sun Street ECS	174,000	10,409	68,181	39.2 %	105,819	23,654	82,164
Debt Service - Interest	1,550,600	0	1,550,433	100.0 %	167	0	167
Debt Service - Principal	2,383,200	0	2,383,139	100.0 %	61	0	61
Closure Set-Aside	268,300	24,828	242,379	90.3 %	25,921	0	25,921
Total Expense	19,913,000	1,109,144	14,459,808	72.6 %	5,453,192	1,594,868	3,858,324
Revenue Over/(Under) Expenses	(192,725)	711,301	2,485,642	-1,289.7 %	(2,678,367)	(1,594,868)	(1,083,499)



Salinas Valley Solid Waste Authority

Consolidated Grant and CIP Expenditure Report

For Period Ending March 31, 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	6,070	21,973	39.5 %	33,647	5,262	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	6,070	39,009	7.7 %	469,042	340,722	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	1,981	491,279	42.8 %	655,437	62,650	592,787
211 9216 AB2766 Motor Vehicle Emission Re	379,335	0	379,355	100.0 %	(20)	0	(20)
211 9247 Cal Recycle - CCPP	72,858	440	2,947	4.0 %	69,911	0	69,911
211 9252 Cal Recycle - 2016-17 CCPP	26,196	0	18,737	71.5 %	7,459	0	7,459
211 9253 Cal Recycle - 2017-18 CCPP	21,782	110	4,707	21.6 %	17,075	0	17,075
Total Fund 211 - Grants	1,667,921	2,531	913,576	54.8 %	754,344	62,650	691,694
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	0	128,450	100.0 %	0	0	0
800 9106 Waste Composition Study	150,000	66,629	66,629	44.4 %	83,371	83,371	0
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	9,545	9,545	8.2 %	106,955	0	106,955
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 March 31, 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	42,699	50,051	81.6 %	11,291	0	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	1,099	22,919	75.8 %	7,314	0	7,314
800 9511 JC LFG System (Horizontal Wells)	30,063	0	18,201	60.5 %	11,862	0	11,862
800 9526 JC Equipment Replacement	130,900	0	37,408	28.6 %	93,492	0	93,492
800 9527 JC Module 7 Engineering and Cons	4,933,506	64,530	505,656	10.2 %	4,427,850	3,988,576	439,274
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	0	55,182	24.8 %	167,393	0	167,393
800 9703 SSTS Improvements	41,014	853	17,311	42.2 %	23,703	0	23,703
Total Fund 800 - Capital Improvement Proje	8,978,762	185,354	913,877	10.2 %	8,064,885	4,071,947	3,992,937
Total CIP Expenditures	11,476,294	193,956	1,866,462	16.3 %	9,609,831	4,475,320	5,134,512

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22147	ALBERT MALDONADO JC & SS DEPARTMENT SUPPLIES	3/7/2019	295.91	295.91
22148	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	3/7/2019	112.15	112.15
22149	ASBURY ENVIRONMENTAL SERVICES HHW ABOP DISPOSAL	3/7/2019	80.00	80.00
22150	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	3/7/2019	189.24	189.24
22151	BAGLEY ENTERPRISES, INC JR & SS FACILITY MAINTENANCE	3/7/2019	1,020.00	1,020.00
22152	BUSCH SYSTEMS INT'L INC RECYCLING STATIONS FOR THE CITY OF SOLEDAD	3/7/2019	2,677.15	2,677.15
22153	CALIFORNIA SURVEYING & DRAFTING SUPPLY INC OPS SOFTWARE SUPPORT	3/7/2019	1,524.05	1,524.05
22154	CARDLOCK FUELS SYSTEM, INC. ALL SITES FUEL	3/7/2019	33,177.96	33,177.96
22156	CLARK PEST CONTROL, INC ADMIN EXTERMINATOR SERVICES	3/7/2019	93.00	93.00
22157	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE	3/7/2019	342.22	342.22
22158	CSC OF SALINAS/YUMA SS FACILITY MAINTENANCE	3/7/2019	107.38	107.38
22159	CUTTING EDGE SUPPLY SS EQUIPMENT MAINTENANCE	3/7/2019	1,490.10	1,490.10
22160	EDGES ELECTRICAL GROUP, LLC SS FACILITY MAINTENANCE	3/7/2019	60.80	60.80
22161	ESTELA GUTIERREZ STEEL TOE WORK SHOES	3/7/2019	202.09	202.09
22162	FERGUSON ENTERPRISES INC #795 SS MAINTENANCE SUPPLIES	3/7/2019	151.79	151.79
22163	FULL STEAM STAFFING LLC JC CONTRACT LABOR	3/7/2019	638.82	638.82
22164	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	3/7/2019	2,844.81	2,844.81
22165	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	3/7/2019	168.72	168.72
22166	GREEN RUBBER - KENNEDY AG, LP JC FACILITY SUPPLIES JC MAINTENANCE SUPPLIES	3/7/2019	824.60 950.57	1,775.17

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22167	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS FACILITY MAINTENANCE	3/7/2019	45.36	45.36
22168	HAWAII DRILLERS, INC. JC PORTABLE LITTER UNITS (9)	3/7/2019	42,699.19	42,699.19
22169	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 JC MAINTENANCE SUPPLIES	3/7/2019	745.83	745.83
22170	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	3/7/2019	16,387.50	16,387.50
22171	MISSION LINEN SUPPLY ALL SITES UNIFORMS	3/7/2019	46.20	46.20
22172	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	3/7/2019	538.08	538.08
22173	PHILIP SERVICES CORP MONTHLY HHW DISPOSAL & SUPPLIES HHW SERVICES CREDIT	3/7/2019	23,906.57 (74.00)	23,832.57
22174	PITNEY BOWES GLOBAL POSTAGE MACHINE LEASE	3/7/2019	415.51	415.51
22175	QUINN COMPANY SS, JC & JR EQUIPMENT MAINTENANCE	3/7/2019	926.69	926.69
22176	R&B COMPANY JC MAINTENANCE SUPPLIES	3/7/2019	1,249.64	1,249.64
22177	RODOLFO RAMIREZ AYALA SS, JC & JR VEHICLE MAINTENANCE	3/7/2019	1,260.00	1,260.00
22178	ROSSI BROS TIRE & AUTO SERVICE SS, JC & JR VEHICLE MAINTENANCE	3/7/2019	87.37	87.37
22179	SCS FIELD SERVICES JC NON-ROUTINE ENGINEERING SERVICES	3/7/2019	12,903.54	12,903.54
22180	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA CONFERENCE REGISTRATION	3/7/2019	1,449.00	1,449.00
22181	TOMMY DIAZ MEDICAL DOT RENEWAL	3/7/2019	150.00	150.00
22182	UNITED RENTALS (NORTHWEST), INC SS EQUIPMENT RENTAL	3/7/2019	420.66	420.66
22183	US BANK CORPORATE PAYMENT SYSTEM DOLLAR TREE : WOOD STICKS FOR WORM BINGO ACTIVITY AEP: CEQA UPDATES MEETING REGISTRATION JET BLUE : SWANA CONFERENCE AMAZON : OPS KEY CABINETS VISTAPRINT : SS & OPS ADM BUSINESS CARDS PAYPAL : CCHRA MEMBERSHIP RENEWAL AMAZON : COMMERCIAL SCALE POWER ADAPTER COSTCO : ADMINISTRATION OFFICE SUPPLIES EXPERIAN : CREDIT CHECKS WALMART : EXECUTIVE COMMITTEE MEETING 1/10/18	3/7/2019	15.30 175.00 519.22 199.89 75.13 75.00 22.98 71.98 99.90 24.92	

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	AMAZON : LITTER ABATEMENT SUPPLIES		200.01	
	FACEBOOK : BOOSTED POSTS		18.50	
	HARBOR FREIGHT : JC FACILITY SUPPLIES		218.85	
	HARBOR FREIGHT : JC MAINTENANCE SUPPLIES		15.28	
	AMAZON : CH FACILITY MAINTENANCE		87.88	
	HUGHESNET : JR SCALE INTERNET		79.99	
	FENCESCREEN.COM : SS LITTER FENCES		467.47	
	FEDEX OFFICE : MAP LAMINATION		27.88	
	INTERMEDIA : MONTHLY EXCHANGE SERVER HOSTING		369.70	
	AT&T : JC INTERNET SERVICE		75.00	
	GLOBAL INDUSTRIAL : PALLET JACKS		854.12	
	HARBOR FREIGHT : JC SAFETY SUPPLIES		116.04	
	AMAZON : SS MAINTENANCE SUPPLIES		23.99	
	SHRM : HR CERTIFICATION		300.00	
	SMART N FINAL : ADMINISTRATION SUPPLIES		7.96	
	SURVEYMONKEY : ADMIN SOFTWARE		87.00	
	AMAZON : WORK GLOVES		233.55	
				4,462.54
22186	VERIZON WIRELESS SERVICES	3/7/2019		
	JR INTERNET SERVICES		38.01	
				38.01
22187	9159-1800 QUEBEC INC	3/14/2019		
	GIVEAWAY - COLORING BOOK		5,996.36	
				5,996.36
22188	A & G PUMPING, INC	3/14/2019		
	JRTS PORTABLE TOILETS		211.65	
				211.65
22189	AMERICAN SUPPLY CO.	3/14/2019		
	ALL SITES JANITORIAL SUPPLIES		758.95	
				758.95
22190	AT&T SERVICES INC	3/14/2019		
	ALL SITES TELEPHONE SERVICES		362.37	
				362.37
22191	BECKS SHOES AND REPAIR	3/14/2019		
	ALL SITES UNIFORMS		1,822.57	
				1,822.57
22192	CARDLOCK FUELS SYSTEM, INC.	3/14/2019		
	ALL SITES FUEL		15,354.70	
				15,354.70
22193	CASCADIA CONSULTING GROUP	3/14/2019		
	WASTE CHARACTERIZATION STUDY		66,629.00	
				66,629.00
22194	CITY OF GONZALES	3/14/2019		
	JC WATER SERVICES		96.48	
				96.48
22195	COAST COUNTIES TRUCK & EQUIPMENT CO.	3/14/2019		
	SSTS VEHICLE MAINTENANCE		1,294.36	
				1,294.36
22196	CSC OF SALINAS/YUMA	3/14/2019		
	SS EQUIPMENT MAINTENANCE		103.53	
				103.53
22197	EXPRESS SAFETY INC	3/14/2019		
	SS SAFETY SUPPLIES		105.84	
				105.84
22198	FERGUSON ENTERPRISES INC #795	3/14/2019		
	JC MAINTENANCE SUPPLIES		1,098.88	
				1,098.88
22199	FULL STEAM STAFFING LLC	3/14/2019		
	ALL SITES CONTRACT LABOR		5,524.91	
				5,524.91

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22200	GAVILAN CRANE & RIGGING, INC. JC ORGANICS SUPPLIES	3/14/2019	1,375.00	1,375.00
22201	GEOLOGIC ASSOCIATES, INC. JC ENGINEER CONSULTING	3/14/2019	15,416.00	15,416.00
22202	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	3/14/2019	5,530.26	5,530.26
22203	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	3/14/2019	159.81	159.81
22204	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE	3/14/2019	3,399.22	3,399.22
22205	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS EQUIPMENT MAINTENANCE	3/14/2019	28.80	28.80
22206	GUARDIAN SAFETY AND SUPPLY, LLC ALL SITES SAFETY SUPPLIES	3/14/2019	184.76	184.76
22207	GUERITO MONTHLY PORTABLE TOILET SERVICE	3/14/2019	1,028.00	1,028.00
22208	HERC RENTALS INC. JC EQUIPMENT RENTAL	3/14/2019	4,160.30	4,160.30
22209	HOME DEPOT ALL SITES FACILITY MAINTENANCE	3/14/2019	4,987.53	4,987.53
22212	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	3/14/2019	3,146.40	3,146.40
22213	J. S. COLE CO. JC EQUIPMENT RENTAL	3/14/2019	12,428.00	12,428.00
22214	JOHNSON ASSOCIATES JC FACILITY MAINTENANCE	3/14/2019	103.51	103.51
22215	JULIO GIL SS VEHICLE SUPPLIES	3/14/2019	742.65	742.65
22216	KING CITY HARDWARE INC. JR FACILITY MAINTENANCE	3/14/2019	36.78	36.78
22217	MARTA M. GRANADOS CLERK INTERPRETING SERVICES	3/14/2019	180.00	180.00
22218	MISSION LINEN SUPPLY ALL SITES UNIFORMS	3/14/2019	520.78	520.78
22219	MONTEREY COUNTY HEALTH DEPARTMENT MO.CO. QUARTERLY REGIONAL FEE	3/14/2019	27,225.56	27,225.56
22220	MONTEREY COUNTY TREASURER/TAX COLLECTOR ANNUAL PROPERTY TAXES ALL SITES	3/14/2019	14,116.28	14,116.28
22221	PACIFIC WASTE SERVICES JC ENGINEER CONSULTING	3/14/2019	800.00	800.00

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22222	PENINSULA MESSENGER LLC ALL SITES COURIER SERVICES	3/14/2019	620.00	620.00
22223	PROBUILD COMPANY LLC SS FACILITY MAINTENANCE	3/14/2019	163.58	163.58
22224	PURE WATER BOTTLING ALL SITES BOTTLED WATER	3/14/2019	291.40	291.40
22225	QUINN COMPANY ALL SITES EQUIPMENT MAINTENANCE	3/14/2019	5,940.56	5,940.56
22227	ROSSI BROS TIRE & AUTO SERVICE JR EQUIPMENT MAINTENANCE	3/14/2019	16,420.83	16,420.83
22228	SALINAS NEWSPAPERS, INC. PUBLIC NOTICE: RATES & FEES ENGLISH	3/14/2019	252.18	252.18
22229	SCS FIELD SERVICES ALL SITES ROUTINE ENGINEERING SERVICES	3/14/2019	5,275.00	5,275.00
22230	SHARPS SOLUTIONS, LLC HHW HAULING & DISPOSAL	3/14/2019	160.00	160.00
22231	SHRED-IT US JV LLC. ADM SHREDDING SERVICES	3/14/2019	73.76	73.76
22232	SKINNER EQUIPMENT REPAIR, INC. JC & JR EQUIPMENT MAINTENANCE	3/14/2019	7,757.59	7,757.59
22233	SOCIAL VOCATIONAL SERVICES, INC. JC LITTER ABATEMENT	3/14/2019	5,669.00	5,669.00
22234	SOUTH COUNTY NEWSPAPER PUBLIC NOTICE: RATES & FEES ENGLISH/SPANISH	3/14/2019	168.00	168.00
22235	STURDY OIL COMPANY SS & JC EQUIPMENT MAINTENANCE	3/14/2019	615.86	615.86
22236	TRI-COUNTY FIRE PROTECTION, INC. SS FACILITY MAINTENANCE	3/14/2019	660.00	660.00
22237	ULINE, INC. STORAGE BOXES	3/14/2019	75.15	75.15
22238	UNITED RENTALS (NORTHWEST), INC JC STORAGE RENTAL	3/14/2019	4,596.85	4,596.85
22239	VALERIO VARELA JR JC ORGANICS MATERIALS	3/14/2019	350.00	350.00
22240	VALLEY FABRICATION, INC. SS FACILITY MAINTENANCE	3/14/2019	1,669.34	1,669.34
22241	VEGETABLE GROWERS SUPPLY, INC. JC SAFETY SUPPLIES	3/14/2019	69.19	69.19
22242	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ALL SITES FUEL	3/14/2019	2,272.40	2,272.40

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22243	ADMANOR, INC MEDIA - RECYCLING ED - ADMANOR	3/21/2019	507.50	507.50
22244	ASBURY ENVIRONMENTAL SERVICES HHW ABOP DISPOSAL	3/21/2019	80.00	80.00
22245	AT&T MOBILITY FINANCE INTERNET SERVICE	3/21/2019	86.46	86.46
22246	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	3/21/2019	696.89	696.89
22247	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	3/21/2019	90.98	90.98
22248	CH2M HILL, INC LONG RANGE FINANCIAL MODEL	3/21/2019	6,070.00	6,070.00
22249	CITY OF GONZALES MONTHLY HOSTING FEE	3/21/2019	20,833.33	20,833.33
22250	CLARK PEST CONTROL, INC ADMIN EXTERMINATOR SERVICES	3/21/2019	93.00	93.00
22251	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE	3/21/2019	1,382.17	1,382.17
22252	CSC OF SALINAS/YUMA JR VEHICLE MAINTENANCE	3/21/2019	186.48	186.48
22253	CUTTING EDGE SUPPLY JC EQUIPMENT MAINTENANCE	3/21/2019	370.36	370.36
22254	DOUGLAS NOLAN ROCK STEADY JUGGLING SCHOOL ASSEMBLY PROGRAM	3/21/2019	3,750.00	3,750.00
22255	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	3/21/2019	95.80	95.80
22256	GRAINGER JC FACILITY MAINTENANCE	3/21/2019	138.10	138.10
22257	GREEN RUBBER - KENNEDY AG, LP JC MAINTENANCE SUPPLIES	3/21/2019	515.21	515.21
22258	GREEN VALLEY INDUSTRIAL SUPPLY, INC JC FACILITY MAINTENANCE	3/21/2019	55.16	55.16
22259	HOPE SERVICES SSTS LITTER ABATEMENT	3/21/2019	9,884.77	9,884.77
22260	MAESTRO HEALTH FSA SERVICE FEES	3/21/2019	150.00	150.00
22261	MANUEL PEREA TRUCKING, INC. SS & JC EQUIPMENT RENTAL	3/21/2019	3,023.71	3,023.71
22262	MARTA M. GRANADOS CLERK INTERPRETING SERVICES	3/21/2019	180.00	180.00

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22263	MISSION LINEN SUPPLY ALL SITES UNIFORMS	3/21/2019	201.33	201.33
22264	MONTEREY BAY OFFICE PRODUCTS COPIER MAINTENANCE	3/21/2019	673.44	673.44
22265	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS MONTHLY SEWER SERVICES	3/21/2019	777.22	777.22
22266	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	3/21/2019	9,212.00	9,212.00
22267	PACIFIC GAS AND ELECTRIC COMPANY SS & HHW CNG FUEL RR CNG FUEL	3/21/2019	193.99 18.72	212.71
22268	PITNEY BOWES - POSTAGE ADMIN POSTAGE	3/21/2019	60.39	60.39
22269	QUINN COMPANY SS EQUIPMENT MAINTENANCE	3/21/2019	321.99	321.99
22270	REPUBLIC SERVICES #471 OFFICE MONTHLY WASTE DISPOSAL	3/21/2019	148.72	148.72
22271	ROSSI BROS TIRE & AUTO SERVICE SS, JC & JR VEHICLE MAINTENANCE	3/21/2019	2,080.10	2,080.10
22273	SCS FIELD SERVICES ALL SITES ROUTINE ENGINEERING SERVICES LR NON-ROUTINE ENGINEERING SERVICES	3/21/2019	18,485.00 748.00	19,233.00
22274	SKINNER EQUIPMENT REPAIR, INC. JC FACILITY MAINTENANCE	3/21/2019	128.00	128.00
22275	SKIN'S WELDING, INC. JC EQUIPMENT MAINTENANCE	3/21/2019	1,050.00	1,050.00
22276	SPRINT NEXTEL SS & JR CELL PHONE SERVICES	3/21/2019	261.88	261.88
22277	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	3/21/2019	125.00	125.00
22278	TRI-COUNTY FIRE PROTECTION, INC. SS EQUIPMENT MAINTENANCE	3/21/2019	161.91	161.91
22279	VEGETABLE GROWERS SUPPLY, INC. JC SAFETY SUPPLIES	3/21/2019	122.97	122.97
22280	WESTERN EXTERMINATOR COMPANY ALL SITES VECTOR CONTROL	3/21/2019	408.50	408.50
22281	ADMANOR, INC AD MANOR - MEDIA CAMPAIGN CCRMC - MEDIA CAMPAIGN WHAT GOES WHERE - MEDIA CAMPAIGN	3/27/2019	14,611.64 18,194.33 3,023.20	35,829.17

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22282	BC LABORATORIES, INC JC LAB WATER ANALYSIS	3/27/2019	990.86	990.86
22283	CALIFORNIA HIGHWAY ADOPTION CO. RR LITTER ABATEMENT	3/27/2019	550.00	550.00
22284	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	3/27/2019	143.24	143.24
22285	CARDLOCK FUELS SYSTEM, INC. JC BIODIESEL FUEL	3/27/2019	3,498.88	3,498.88
22286	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE	3/27/2019	1,680.47	1,680.47
22287	COMCAST MONTHLY INTERNET SERVICE	3/27/2019	281.88	281.88
22288	CSC OF SALINAS/YUMA JR EQUIPMENT MAINTENANCE	3/27/2019	142.36	142.36
22289	ERNEST BELL D. JR ADMIN, SS & JC CUSTODIAL SERVICES	3/27/2019	2,600.00	2,600.00
22290	FIRST ALARM ALL SITES SECURITY SERVICES	3/27/2019	1,144.39	1,144.39
22291	FULL STEAM STAFFING LLC SS CONTRACT LABOR	3/27/2019	3,770.35	3,770.35
22292	GEOSYNTEC CONSULTANTS, INC. CQA JC MODULE 7	3/27/2019	5,701.63	5,701.63
22293	GOLDEN STATE TRUCK & TRAILER REPAIR SS EQUIPMENT MAINTENANCE	3/27/2019	3,861.96	3,861.96
22294	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	3/27/2019	288.37	288.37
22295	GRAINGER SS FACILITY MAINTENANCE	3/27/2019	87.42	87.42
22296	GREEN RUBBER - KENNEDY AG, LP CH FACILITY MAINTENANCE	3/27/2019	212.03	212.03
22297	JR FENCING CH FENCE INSTALLATION	3/27/2019	9,545.00	9,545.00
22298	LIEBERT CASSIDY WHITMORE LEGAL SERVICES	3/27/2019	629.00	629.00
22299	LINDA VASQUEZ EDUCATION ASSISTANCE	3/27/2019	644.88	644.88
22300	LOZANO SMITH, LLP LEGAL SERVICES: FEBRUARY	3/27/2019	23,577.36	23,577.36
22301	METECH RECYCLING, INC. RR E-WASTE HAULING	3/27/2019	5,643.04	5,643.04

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22302	MISSION LINEN SUPPLY ALL SITES UNIFORMS	3/27/2019	105.01	105.01
22303	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	3/27/2019	3,097.82	3,097.82
22305	ONE STOP AUTO CARE/V & S AUTO CARE, INC OPS ADM VEHICLE MAINTENANCE	3/27/2019	84.22	84.22
22306	QUINN COMPANY JR EQUIPMENT MAINTENANCE	3/27/2019	1,457.72	1,457.72
22307	R&B COMPANY JC FACILITY MAINTENANCE	3/27/2019	4,580.98	4,580.98
22308	ROBERT BIXBY ASSOCIATES, INC. SS EQUIPMENT MAINTENANCE	3/27/2019	423.40	423.40
22309	RONNIE G. REHN SS FACILITY MAINTENANCE	3/27/2019	192.28	192.28
22310	SCS FIELD SERVICES JC NON ROUTINE ENGINEERING SERVICES	3/27/2019	1,290.50	1,290.50
22311	STURDY OIL COMPANY SS VEHICLE MAINTENANCE	3/27/2019	129.70	129.70
22312	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	3/27/2019	242.00	242.00
22313	UNITED RENTALS (NORTHWEST), INC SS EQUIPMENT RENTAL JC STORAGE RENTAL	3/27/2019	371.37 4,453.23	4,824.60
22314	VALERIO VARELA JR SS VEHICLE MAINTENANCE	3/27/2019	500.00	500.00
22315	VISION RECYCLING INC JC GRINDING SERVICES JC & SS GREEN WASTE PROCESSING	3/27/2019	4,241.77 63,380.78	67,622.55
22316	WEST COAST RUBBER RECYCLING, INC SS TIRE DIVERSION	3/27/2019	3,900.00	3,900.00
22317	WESTERN TRAILER COMPANY SS VEHICLE MAINTENANCE	3/27/2019	191.93	191.93
22318	ZUKUNFT INC. SS VEHICLE MAINTENANCE	3/27/2019	1,330.00	1,330.00
	Subtotal			<u>676,803.06</u>
	Payroll Disbursements			623,059.34
	Grand Total			<u><u>1,299,862.40</u></u>



Report to the Board of Directors

ITEM NO. 3

N/A

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: May 16, 2019

From: Mandy Brooks, Resource Recovery Manager

Title: Member and Interagency Activities Report for
April 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 April 15 with no violations or areas of concern observed or noted during the inspection.

The monthly inspection for the Johnson Canyon Landfill was conducted on April 16 with no areas of concern or violations noted.

The monthly inspection of the Jolon Road Transfer Station and quarterly Jolon Road Closed Landfill inspection were both completed on April 9. No areas of concern or violations were observed during either 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 April's totals (4Q FY18-19) for the Clothing Closet's distributions.

FY18-19 4Q	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
April 2019	3	52	607	44	212
May 2019	-	-	-	-	-
June 2019	-	-	-	-	-
TOTALS	3	52	607	44	212

Clean Up Event

In April, three community cleanup events were conducted with the results from the events listed below.

- Salinas, District 3: Republic Services conducted a one-day cleanup on April 9 on Beech St and collected approximately 4.7 tons of trash and 11.4 tons of recyclable materials resulting in a 71% diversion rate for the event.

- King City: Waste Management and community volunteers conducted a one-day cleanup on April 20 at the King City High School Parking Lot and collected approximately 6.4 tons of trash and 5.4 tons of recyclable materials resulting in a 45 % diversion rate for the event. Approximately 730 lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.
- San Lucas: Waste Management and community volunteers conducted a one-day cleanup on April 13 on San Benito St in San Lucas and collected approximately 4.2 tons of trash and 3.3 tons of recyclable materials resulting in an estimated 44 % diversion rate for the event. Approximately 778 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)

Gonzales:	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
	5/7	Composting Presentations, Oak Ave Elementary School
	5/8	Composting Presentations, Oak Ave Elementary School
	5/14	Composting Presentations, Arroyo Seco Academy
	5/15	Composting Presentations, Arroyo Seco Academy
	5/20- 5/25	Clean Up Week, Tri-Cities Disposal Corp. Yard
	5/21	Composting Presentations, Vista Verde Middle School
	5/25	ABOP Collection Event, Tri-Cities Disposal Corp Yard
	8/25	Dia del Trabajador Agricola Event, Patriot Park
	10/19	Reuse, Recycle & Clean Up Day & ABOP Collection, Memorial Hall
King City:	5/8	Recycling Outreach – Businesses & Multi-Family Complexes
	6/29	Summer Clean Up & ABOP Event, High School, Mildred Ave
	11/2	Fall Clean Up & ABOP Event, High School, Mildred Ave
Salinas:	5/4	District 1 Neighborhood Cleanup, Constitution Soccer Complex
	5/9	Recycling & Composting Presentations, Salinas High School
	5/16	School Tour 1 – Spreckels Elementary, Sun St Transfer Station
	5/17	School Tour 2 – Spreckels Elementary, Sun St Transfer Station
	5/18	Composting Workshop, Natividad Creek Garden
	5/18	Recycling Outreach, Salinas Founders Day Event
	6/22	District 5 Neighborhood Cleanup, location TBD
	8/24	District 2 Neighborhood Cleanup, location TBD
	9/12	Recycling Presentation
	9/28	District 4 Neighborhood Cleanup, location TBD
	10/26	City-wide Community Cleanup, multiple locations
	11/9	Mayor Neighborhood Cleanup, location TBD
Soledad:	5/13 – 5/18	Clean Up Week, Public Works Yard
	5/18	ABOP Collection Event, Public Works Yard

8/11	Booth at Fiesta Day, Our Lady of Solitude Church
9/28	Reuse, Recycle & Clean Up Day & ABOP, High School Parking Lot
11/2	Fall Litter Abatement Event, City Hall

Monterey
County:

5/10	Composting Presentations, ALBA Farms
5/11	Aromas Community Clean Up & ABOP Collection Event, Aromas Rd
5/15	Composting Presentations, ALBA Farms
5/21	Composting Presentations, ALBA Farms
5/22	Composting Presentations, ALBA Farms
5/24	Composting Presentations, ALBA Farms
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. 4

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: May 16, 2019

From: Elia Zavala, Contracts & Grants Analyst

Title: Tonnage and Diversion Report for the
Quarter Ended March 31, 2019

RECOMMENDATION

Staff recommends that the Board accept this report.

STRATEGIC PLAN RELATIONSHIP

None. This is a routine information item.

FISCAL IMPACT

Tipping fees account for 71% of the quarter revenue. For the quarter ending March 31, 2019, the Authority received \$5.8 million in tipping fees.

DISCUSSION & ANALYSIS

TONNAGE LANDFILLED AND DIVERTED SUMMARY

The table below summarizes the total tonnage processed and diverted by the Authority for the first quarter ended March 2019. Compared to the first quarter in 2018, the total tons processed increased by 5.1% and diverted material decreased by 3.6%, resulting in a net increase of 6.6% tons landfilled. Quarter ending March 2018 included 2,997 tons of green waste overs that was used as Alternative Daily Cover. This is the main reason that there is an increase of diverted materials of 3,000 tons and a decrease of 3,353 in Beneficial Reuse when comparing 2018 to 2019.

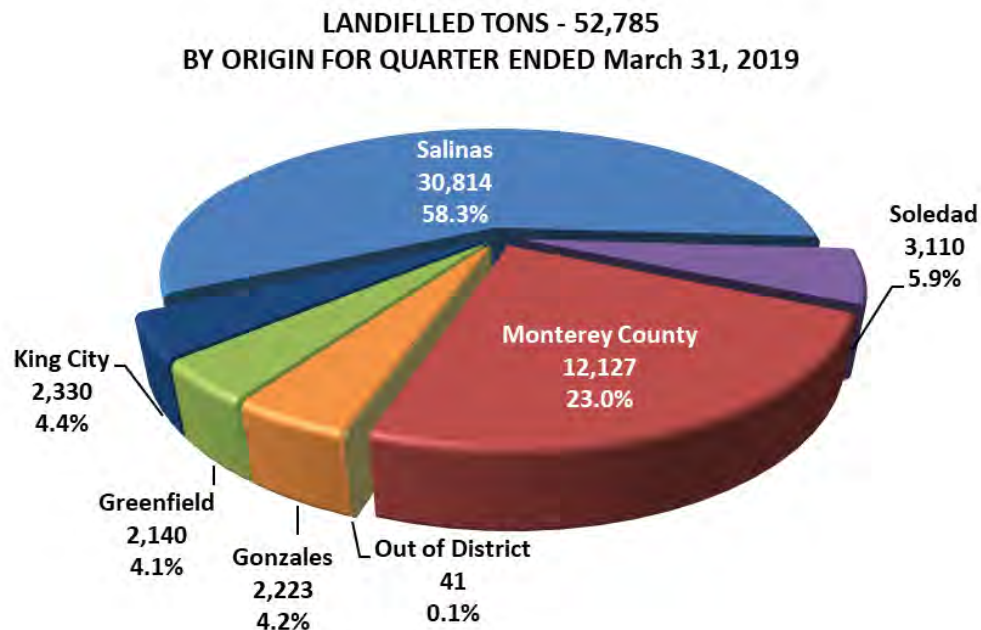
	Jan-Mar 2019		Jan-Mar 2018		Change in	
	Tonnage	%	Tonnage	%	Tonnage	%
Total Tons Processed	68,504		65,173		3,331	5.1%
Less Used for ADC	5,809	8.5%	5,360	8.2%	449	8.4%
Net Tons Processed	62,695		59,813		2,882	4.8%
Less Diverted Materials	7,689		4,689		3,000	64.0%
Less Beneficial Reuse	863		4,216		(3,353)	-79.5%
JC market materials	452		365		87	23.8%
SS market materials	789		887		(98)	-11.1%
JR market materials	118		120		(2)	-1.8%
Total Diverted Materials	9,911	14.5%	10,277	15.8%	(366)	-3.6%
Total Landfilled	52,785	77.1%	49,536	76.0%	3,249	6.6%

TONS LANDFILLED BY SERVICE AREA

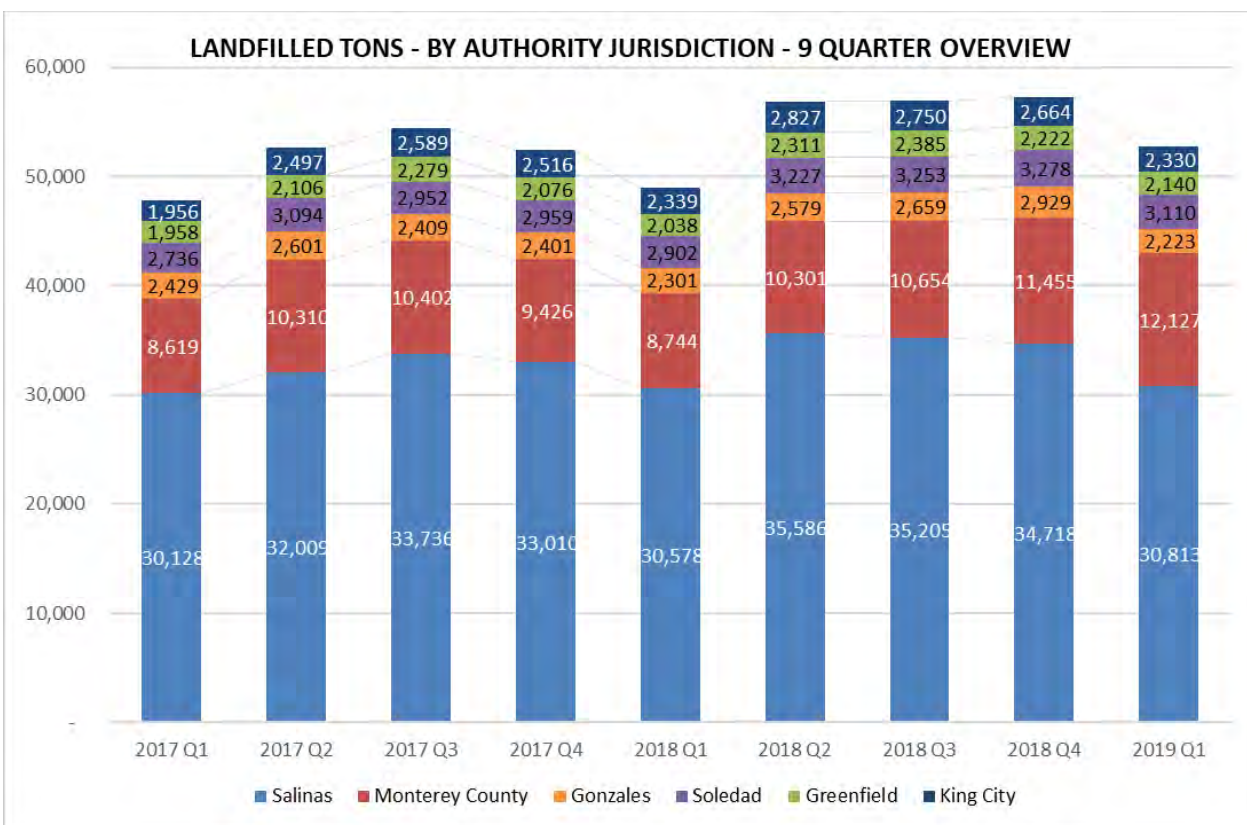
The Authority landfilled 52,785 tons of solid waste in the quarter ended March 2019, of which 52,744 were from the Authority service area and 41 tons were from outside the Authority's service area. This quarter had a 6.6% increase in landfilled waste from the same quarter of 2018.

<u>Service Area</u>	Jan-Mar 2019 Tonnage	Jan-Mar 2018 Tonnage	Change in Tonnage	% Change
Authority Service Area	52,744	48,902	3,842	7.9%
Out of District	41	634	-593	-93.6%
Total Landfilled	52,785	49,536	3,249	6.6%

The Authority service area landfilled waste for this quarter was made up from 58.3% from the City of Salinas, 23% from the County, and 18.6% from the south county cities. The 41 tons from outside the service area came from Santa Cruz County (18 tons), western Monterey County (non-Authority area) (16 tons), Santa Clara County (5 tons), and San Benito County (2 tons).



The chart below provides an overview of landfilled tons by jurisdiction for the past nine quarters, that includes three-year tonnage data for Quarter 1 (January through March).



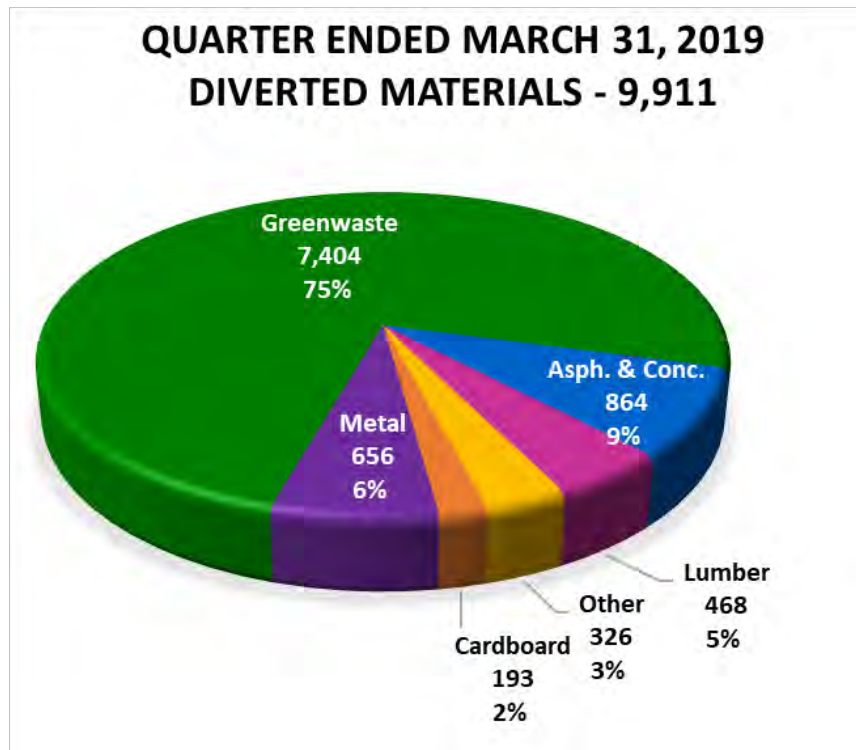
DIVERTED MATERIALS

The table below provides a year-over-year comparison of diverted materials tonnage for the same quarter. As mentioned above, the green waste overs applied as alternative daily cover in 2018 is the result of the high percentage change in 2019. The total tons of diverted materials for the quarter ended March 2019, resulted in a decrease of 366 tons or -3.6% over the same quarter of the previous year total of 10,277. The amount of asphalt & concrete is dependent on the amount of construction activity for that particular quarter.

	2019 Q1	2018 Q1	% Diff
Greenwaste	7,404	4,179	77.2%
Asphalt & Concrete	864	4,216	-79.5%
Metal	656	803	-18.3%
Lumber	468	509	-8.1%
Cardboard	193	181	6.6%
*Other	326	389	-16.2%
	9,911	10,277	-3.6%

** Includes Mattresses, Tires, Mixed Rec, etc.*

The chart below illustrates the composition of the 9,911 tons of diverted materials for the quarter ended March 2019. Diversion does not include tons of construction & demolition material, biosolids, and overs (from green waste and wood waste processing) which are currently being used in the landfill as Alternative Daily Cover (ADC). The chart includes 1,358 tons of recyclables salvaged from the waste stream at Authority facilities and sent directly to market (Johnson Canyon – 452 tons, Sun Street - 789, and Jolon Road - 117 tons).



ATTACHMENTS
None



ITEM NO. 5

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: May 16, 2019

From: C. Ray Hendricks, Finance and Administration
Manager

Title: A Resolution Establishing the Investment Policy

RECOMMENDATION

The Executive Committee recommends adoption of the resolution to the Board.

STRATEGIC PLAN RELATIONSHIP

The recommended action is routine in nature.

FISCAL IMPACT

Investment returns have been slowly increasing. Conservative practices should net the Authority modest returns.

DISCUSSION & ANALYSIS

The investment policy has no changes from the current policy. The Investment Policy allows investment in all investment vehicles permitted by State law. However, in actual practice, the funds managed by the Treasurer have historically been invested in the Local Agency Investment Fund (LAIF). At the end of March 2019, LAIF was yielding 2.436%.

BACKGROUND

In order to properly handle the Authority's investments, the Board is asked to adopt the attached Investment Policy. California Government Code Section 53646(a) (2) states that the treasurer or chief fiscal officer of a local agency may render annually to the legislative body of the local agency an investment policy, which the legislative body shall consider at a public meeting. State law further requires the Treasurer or Chief Financial Officer to submit detailed information on all securities, investments, and monies of the Authority on a quarterly basis. The next report is due in August 2019.

ATTACHMENT(S)

1. Resolution
2. Investment Policy

RESOLUTION NO. 2019-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY ESTABLISHING THE INVESTMENT POLICY

WHEREAS the legislative body of a local agency may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Sections 5921 and 53630 et seq.; and

WHEREAS the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern and has passed legislation to restrict permissible investments and promote oversight procedures; and

WHEREAS it is necessary to establish the policy and guidelines for the Authority to invest public funds in a manner which will provide a high level of safety and security of principal; and

WHEREAS the Finance Manager/Treasurer of Salinas Valley Solid Waste Authority shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting; and

WHEREAS the Authority's Investment Policy has been developed and presented to this Board on May 16, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Salinas Valley Solid Waste Authority that it does hereby adopt the attached Investment Policy, marked "Exhibit A," and authorizes and directs the Finance Manager/Treasurer to use said Policy in the investment of Authority funds.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the regular meeting duly held on the 16th day of May 2019 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

Erika J. Trujillo, Clerk of the Board

SALINAS VALLEY SOLID WASTE AUTHORITY INVESTMENT POLICY

PURPOSE

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment process and to organize and formalize investment-related activities. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The ultimate goal is to enhance the economic status of the Authority while protecting its invested cash.

The investment policies and practices of the Salinas Valley Solid Waste Authority are based on state law and prudent money management. All funds will be invested in accordance with the Authority's Investment Policy and the authority governing investments for local governments as set forth in the California Government Code, Sections 53601 through 53686. The provisions of relevant bond documents restrict the investments of bond proceeds.

OBJECTIVE

The Authority has a fiduciary responsibility to maximize the productive use of all the assets entrusted to its care and to invest and wisely and prudently manage those public funds. As such, the Authority shall strive to maintain the level of investment of all idle funds as near 100% as possible through daily and projected cash flow determinations, investing in those investment vehicles deemed prudent and allowable under current legislation of the State of California and the ordinances and resolutions of the Salinas Valley Solid Waste Authority.

SCOPE

It is intended that this policy cover all funds and investment activities of the Salinas Valley Solid Waste Authority. This investment policy applies to all Authority transactions involving the financial assets and related activity of all funds. Any additional funds that may be created from time to time shall also be administered with the provisions of this policy and comply with current State Government Code.

The Authority will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

AUTHORIZATION

The Board of Directors has delegated investment authority to the Finance Manager/Treasurer. This delegation is further authorized by Section 53600, et seq. of the Government Code of the State of California, which specifies the various permissible investment vehicles, collateralization levels, portfolio limits, and reporting requirements.

GUIDELINES

Government Code Section 53600.5 states: “When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objective of the trustee shall be to safeguard the principal of funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control.”

Simply stated, *safety of principal* is the foremost objective, followed by *liquidity* and *return on investment* (known as yield). Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from market erosion or security defaults.

1. Government Code Section 53601 authorizes the following investment vehicles:

<u>Permitted Investments/Deposits</u>	<u>Maximum Percentages of Portfolio</u>	<u>Maximum Maturity</u>	<u>Minimum Quality Requirements</u>
U.S. Treasury Obligations	Unlimited	5 Years*	None
U.S. Agencies Obligations ^(g)	Unlimited	5 Years*	None
Certificates of Deposit	Unlimited	5 Years*	None
Negotiable Certificates	30%	5 Years*	None
Bankers Acceptances	40% ^b	180 Days	None
Commercial Paper	25% ^c	270 Days	A-1/P-1/F-1
L.A.I.F.	40 Million ^a	N/A	None
CalTRUST Investment Pool ^(h)	Unlimited	N/A	None
Repurchase Agreements	Unlimited	1 Year	None
Reverse Repurchase Agreements	20%	92 Days	None
Mutual Funds and Money Market			
Mutual Funds	20%	n/a	Multiple ^{d, e}
Medium Term Notes ^f	30%	5 Years*	“A” rating

*Maximum term unless expressly authorized by Governing Body and within the prescribed time frame for said approval

(a) Limit set by LAIF Governing Board, not the Government Code.

(b) No more than 30 percent of the agency’s money may be in Bankers’ Acceptances of any one commercial bank.

(c) 10 percent of the outstanding commercial paper of any single corporate issuer.

(d) A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years of experience investing in instruments authorized by Government Code sections 53601 and 53635.

(e) A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years of experience investing in money market instruments with assets under management in excess of \$500 million.

(f) "Medium-term notes" are defined in Government Code Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S."

(g) Includes U.S. Government Sponsored Enterprise Obligations

(h) Investment Trust of California dba CalTRUST

2. Criteria for selecting investments, and the order of priority, are:

A) Safety. The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. Investments of the Salinas Valley Solid Waste Authority shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. The Authority only invests in those instruments that are considered very safe.

B) Liquidity. This refers to the ability to "cash in" at any moment with a minimal chance of losing some portion of principal or interest. Liquidity is an important investment quality especially when the unexpected need for funds occurs. The Salinas Valley Solid Waste Authority investment portfolio will remain sufficiently liquid to enable the Authority to meet all operating requirements, which might be reasonably anticipated. It is the Authority's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars.

C) Yield. Yield is the potential dollar earnings an investment can provide, and sometimes is described as the rate of return. The Salinas Valley Solid Waste Authority investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the Authority's investment risk constraints and the cash flow characteristics of the portfolio.

3. An amount of money deemed sufficient to meet one payroll and two weeks claims shall be maintained in highly liquid investment vehicles such as the State Local Agency Investment Fund, or other similar investment instrument

4. The Authority will attempt to obtain the highest yield obtainable when selecting investments, provided that criteria for safety and liquidity are met. Ordinarily, through a positive yield curve, (i.e., longer term investment rates are higher than those of shorter maturities), the Authority attempts to ladder its maturities to meet anticipated cash maturities that carry a higher rate than is available in the extremely short market of 30 days or less.

5. Most investments are highly liquid, with the exception of certificates of deposit held by banks and savings and loans. Investments in Certificate of Deposit shall be fully insured or collateralized. When insurance is pledged, it shall be through the FDIC. Collateralization shall be in the amount of 110% of principal when government securities are pledged or 150% of principal when backed by first deeds of trust. Maturities are selected to anticipate cash needs, thereby obviating the need for forced liquidation.
6. When investing in Bankers Acceptances, Treasury Bills and Notes, Government Agency Securities and Commercial Paper, securities for these investments shall be conducted on a delivery-versus-payment basis. Securities are held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts when such delivery directly to the Authority would be impractical.
7. With the exception of Treasury Notes and other government Agency Issues, the maturity of any given investment shall not exceed 1 year.
8. Bond Proceeds shall include any notes, bonds or other instruments issued on behalf of the Salinas Valley Solid Waste Authority for which the members of the Board of Directors serve as the governing body. Should the Salinas Valley Solid Waste Authority elect to issue bonds for any purpose, the Indenture of Trust shall be the governing document specifying allowable investments for the proceeds of the issue as prescribed by law.
9. Investment income shall be shared by all funds on a proportionate ratio of each funds balance to total pooled cash with investment income distributed accordingly on a quarterly basis.
10. Investments in any other vehicle like Repurchase and Reverse Repurchase Agreements shall not be authorized unless the investment is made through the pooled money portfolio of the Local Agency Investment Fund.
11. The Treasurer shall annually render to the Board of Directors for consideration at a public meeting, a statement of investment policy. The Treasurer will also render an investment report to the Board of Directors at the first regular Board Meeting occurring after the end of each calendar quarter. The quarterly report shall include type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held by the Salinas Valley Solid Waste Authority. The report shall state compliance with the investment policy or manner in which the portfolio is not in compliance. It shall also include a statement denoting the ability to meet the Authority's expenditure requirement for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.
12. Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the Salinas Valley Solid Waste Authority Investment Policy and supersede any and all previous language.
13. Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or that could impair their ability to make impartial decisions.

The basic premises underlying the Authority's investment philosophy are, and will continue to be, to safeguard principal, to meet the liquidity needs of the organization and to return an acceptable yield.

May 16, 2019



Report to the Board of Directors

ITEM NO. 6

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: May 16, 2019

From: Janna Faulk, Recycling Coordinator

Title: A Resolution Approving a Professional Services Agreement with Onsite Electronics Recycling for the Hauling and Recycling of Electronic Waste

RECOMMENDATION

Staff recommends that the Board adopt the resolution authorizing a professional services agreement with Onsite Electronics Recycling, LLC.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Goal to fund and implement 75% diversion of waste from landfills and comply with SB 20. This action improves the collection and processing of discarded electronic and universal waste at Authority facilities and diverts them from the landfill.

FISCAL IMPACT

In 2018, the Authority collected over 122 tons of Covered Electronic Waste as defined in SB 20 and 394 tons of non-covered electronic waste (printers, keyboards, fax machines, etc.).

Due to the on-going decline in commodity market values and higher transportation costs, the electronic waste recycling service is no longer a revenue generating program. To date for this current fiscal year, the Authority has been invoiced for \$48,743 in recycling and transportation fees and collected \$17,591 in payments. This contract will likely reach **\$50,000 in annual service, which requires Board approval.** Next year's budget has \$50,000 allocated for electronic waste recycling. However, any potential overages could be covered by any potential revenue from this program.

DISCUSSION & ANALYSIS

The current service agreement with METech Recycling was entered into as a stopgap measure due to the previous vendor unexpectedly filing for bankruptcy. A competitive Request for Proposal (RFP) was released in April 2019 to ten Electronic Recyclers and five bids were received (proposals available for viewing at Authority offices). Based on the qualifying factors in the RFP, Onsite Electronics Recycling met all the required criteria, had the most comprehensive submittal, and the best competitive pricing. This agreement will not generate enough revenue to off-set costs; however, it is anticipated that utilizing Onsite Electronics Recycling will provide the Authority a significant cost savings compared to the current contract. The agreement term is for one year beginning July 1, 2019 and allows for four, one-year extensions.

It is recommended that the Board adopt the resolution authorizing the award of the Professional Services Agreement to Onsite Electronics Recycling.

BACKGROUND

In August of 2001, the California Department of Toxic Substances classified computers and television sets as hazardous materials and placed a ban on the landfilling of these electronic items. As with other hazardous materials, the Operations and Household Hazardous Waste staff at the facilities continues to collect the material and Hope Services palletizes the television and monitors received at Sun St to prepare the materials for shipment.

Since June 2011, the Authority has had a professional service agreement with ECS Refining for e-waste hauling and recycling at each of the Authority's three facilities. In March 2013, the Board approved amendment No. 2 authorizing the final two-year extension for the existing ECS contract which terminated June 30, 2015. In March 2015 an RFP was issued and ECS was the only responding bid. In July 2018, the Authority was informed that ECS Refining had filed for Chapter 11 bankruptcy and was no longer in business. With no notice of termination of services, the Authority quickly negotiated an interim service agreement with METech Recycling, out of Gilroy, for electronic waste hauling and recycling.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Agreement
3. Exhibit B – Scope of Work
4. Exhibit C – Payment/Fee Schedule

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING PROFESSIONAL SERVICES AGREEMENT WITH ONSITE ELECTRONICS RECYCLING FOR THE HAULING AND RECYCLING OF ELECTRONIC WASTE

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute Professional Services Agreement with Onsite Electronics Recycling for the Hauling and Recycling of Electronic Waste, **as attached hereto and marked "Exhibit A."**

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 16th day of May 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

Erika J. Trujillo, Clerk of the Board

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT



**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
ONSITE ELECTRONICS RECYCLING
TO PROVIDE ELECTRONIC WASTE HAULING
& RECYCLING SERVICES**

This agreement, made and entered into this 1st day of July 2019 by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Onsite Electronics Recycling, LLC. (hereinafter "Consultant").

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Consultant and Authority agree as follows:

1. Scope of Service

The project contemplated and the Consultant's services are described in Exhibit "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

Consultant shall complete the consulting services described in Exhibit "B" by June 30, 2020. This schedule may be extended by mutual agreement of both parties for four (4) additional one (1) year extensions.

3. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit "C."

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the

Director of the Department of Industrial Relations are to be on file at the Consultant's principal office. It shall be mandatory for any Contractor or Consultant to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

Billing

Consultant shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Consultant shall not bill Authority for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Consultant's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment for all undisputed portions on each such invoice within forty-five (45) days of receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment for disputed portions of invoice to Consultant until forty-five (45) days after a correct and complying invoice has been submitted by Consultant.

4. Additional Services

It is understood by Authority and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in Exhibit "B." Authority has listed those additional consulting services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "B." If said additional services are requested by the Authority, Consultant shall advise Authority in writing of the need for additional services, and the cost of and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until Authority has determined that such service is beyond the scope of the basic services to be provided by the Consultant, is required, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's Chief Administrative Officer.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

5. Additional Copies

If Authority requires additional copies of reports, or any other material which Consultant is required to furnish in limited quantities as part of the services under this agreement, Consultant shall provide such additional copies as are requested, and Authority shall compensate Consultant for the actual costs of duplicating such copies.

6. Responsibility of Consultant

- A. By executing this agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a competent manner. By executing this agreement, Consultant further agrees that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees that Consultant shall follow the current, generally accepted professional standard of care to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement. Consultant shall have the right to reasonably rely on all information provided by Authority without independent verification.
- B. Consultant shall assign a single project director to have overall responsibility for the execution of this agreement for Consultant. _____ is hereby designated as the project director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the Authority's General Manager or designated representative.
- C. Recent changes in State law expand the definitions of work, including testing and survey work, for which prevailing wages may need to be paid on construction projects paid for with public funds. It is the Consultant's responsibility to inform itself of, and to comply at its sole expense with, all State law requirements governing the payment of prevailing wages.

7. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Assist Consultant by placing at his disposal all available information pertinent to the project, including but not limited to, previous reports, and any other data relative to the project. Nothing contained herein shall obligate Authority to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of Authority.
- B. Make provisions for Consultant to enter upon public and private property as required by Consultant to perform his services.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of

Consultant.

- D. The Chief Administrative Officer or authorized designee shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Consultant's services. Authority may unilaterally change its representative upon notice to the Consultant.
- E. Give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any defect in the project.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

8. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Consultant from professional responsibility for the work performed.

9. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless and defend Authority, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including the Authority and/or Contractor, or any directors, officers, employees, or authorized volunteers of the Authority or Contractor, and damages to or destruction of property of any person, including but not limited to, the Authority and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, to the extent caused by the negligence, recklessness and willful misconduct of the Consultant, its employees or subcontractors, and except the negligence or willful misconduct or active negligence of the Authority or its directors, officers, employees, or authorized volunteers;
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- C. Any and all losses, expenses, damages (including damages to the work itself), reimbursement of reasonable attorneys' fees, and other costs, which any of them may incur to the extent caused by the negligent failure of Contractor to faithfully perform the work and all of the Contractor's obligations under the Contract.

With regard to any claim alleging Contractor's negligent performance of professional services, Contractor's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Authority or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding that relates to indemnified acts to the extent of Contractor's responsibility therefor, and to the extent they are not covered by Contractor's insurance.

10. Insurance

A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent form covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 or equivalent form covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage (except professional liability) shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. Any available insurance proceeds in excess of the specified minimum limits and coverage

shall be available to the Authority and its indemnified parties. All policies referenced herein shall include primary and non-contributory coverage in favor of Authority, either within the policy form or via endorsement.”

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Authority. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by mail to the Authority should the policy be canceled before the expiration date, or ten (10) days for cancellation for non-payment of premium.

Waiver of Subrogation

Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant (except the professional liability insurer) may acquire against the Authority by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Consultant shall be solely responsible for any and all deductibles and self-insured retentions.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VI, unless otherwise acceptable to the Authority.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Authority with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” does not satisfy the requirements of herein. The Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the limits of coverage required hereunder.

Consultant shall provide substitute certificate of insurance no later than ten (10) days after to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Maintenance of insurance by the Consultant as specified in the agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

The insurer (except the professional liability carrier) shall waive all rights of subrogation against the Authority, its directors, officers, employees, or authorized volunteers.

11. Access to Records

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Consultant by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to Authority's representative(s) for such access and inspection.

12. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the professional reputation and competence of Consultant. This agreement is personal to Consultant and shall not be assigned by it without the prior express written approval of Authority. If the Consultant is a corporation or other business entity, a change of control (meaning a transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority's prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

13. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "B" of this agreement. Upon agreement between Authority and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

14. Compliance with Laws, Rules, and Regulations

Services performed by Consultant pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

15. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

16. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities which it represents. As such, Authority is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget for a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

17. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Consultant under the terms of this Agreement if Consultant is determined by the Authority not to be an independent contractor.

19. California Residency (Form 590)

All independent Consultants providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to

execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Consultant during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.00.

20. Tax Payer Identification Number (Form W-9)

All independent Consultants or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

21. Independent Contractor

It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee, agent, or servant of the Authority.

22. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

23. Integration and Amendment

This agreement represents the entire understanding of Authority and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

24. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

25. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

26. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of

the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

27. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

28. Subcontractors

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this agreement. Consultant shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Consultant.

29. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement, or litigation, as the parties agree. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach,

termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statute or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE Authority; STATUTE OF LIMITATIONS

Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 *et seq.* and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration or litigation within the applicable statutes of limitations governing civil actions in California or will otherwise be barred. The arbitrators shall be without jurisdiction to hear or determine claims barred by the statute of limitations. This provision shall be enforced by the Superior Court of Monterey County or any other court of competent jurisdiction.

30. Termination

A. In the event that it is determined by the Authority to terminate this agreement, the Authority:

1. Shall give Consultant written notice that in the Authority's opinion the conduct of the Consultant is such that the interests of the Authority may be impaired or prejudiced, or
2. Upon written notice to Consultant, may for any reason whatsoever, terminate this agreement.

B. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "C," except that:

1. In the event of termination by the Authority for Consultant's default, Authority shall deduct from the amount due Consultant the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Consultant are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay Authority the full amount of such expense, but only to the extent caused by its negligence. In the event that this agreement is terminated by Authority for any reason, Consultant shall:
 - (a) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - (b) Deliver to Authority all documents, data, reports, summaries, correspondence,

photographs, computer software, video, and audiotapes, and any other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Consultant's delivery to the Authority of such material.

- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.
- E. Consultant may terminate this Agreement upon 30 days notice in the event of non-payment or other material breach by Authority.

31. Audit and Examination of Accounts

- A. Consultant shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Consultant hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.
- D. Consultant hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or consultants under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

32. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

33. Notices

- A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street, Suite 101
Salinas, CA 93901

Hand Delivered

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street, Suite 101
Salinas, CA 93901

- B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:
Onsite Electronics Recycling, LLC
Janice Oldemeyer
2331 N. Teepee Drive
Stocton, CA 95205
- C. The execution of any such notices by the Chief Administrative Officer or Assistant General Manager representative of the Authority shall be effective as to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or Assistant General Manager to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

34. Nondiscrimination

During the performance of this agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

35. Conflict of Interest

Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 *et seq.*) that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this agreement.

36. Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

37. Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE Authority:

APPROVED AS TO FORM:

R. Patrick Mathews
General Manager/CAO

Roy C. Santos
Authority General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

CONSULTANT: Onsite Electronics Recycling, LLC

Signature

Printed Name

Title

Attachments:

Exhibit B Scope of Work

Exhibit C Payment/Fee Schedule

Exhibit B -
SCOPE OF WORK
Exhibit C -
PAYMENT/FEE
SCHEDULE



**COST PROPOSAL
FOR
ELECTRONIC WASTE HAULING
& RECYCLING SERVICES**

Submitted to

SALINAS VALLEY SOLID WASTE AUTHORITY
Attn: Erika J. Trujillo, Clerk of the Board
128 Sun Street, Suite 101, Salinas, CA 93901

In response to

Request for Proposal
Dated April 25, 2019

Submitted by

ONSITE ELECTRONICS RECYCLING, LLC

2331 N. Teepee Drive
Stockton, CA 95205
(209) 234-7994 (tele)
(209) 234-7910 (fax)
Attn: Janice Oldemeyer, President

April 25, 2019



SCOPE OF WORK AND SERVICES

SCOPE

Onsite understands the Authority is seeking a contractor to provide transportation and recycling services of solid waste disposal sites within its boundary, which includes the Sun Street Transfer Station located in Salinas, Johnson Canyon Landfill located east of Gonzales, Jolon Road Transfer Station, located west of King City, and three other closed landfills. Onsite has a good understanding of the Authority's program, and will provide excellent customer service and quality operations in compliance with all Federal, State and Local regulations.

QUALIFICATIONS INFORMATION

Onsite has provided our qualifications and experience, Regulatory Compliance and References in section 2.0 Technical Proposal. Copies of our DTSC annual weight reports and compliance history are provided in Appendix B.

MATERIALS PROVIDED

Onsite provides all necessary supplies and equipment for to collect material and for the packaging for transportation from the sites. Upon each pickup of electronics, Onsite staff will replace all cages, boxes and pallets picked up, such that Authority always has an adequate supply for collecting material. The following outlines the supplies and equipment provided by Onsite.

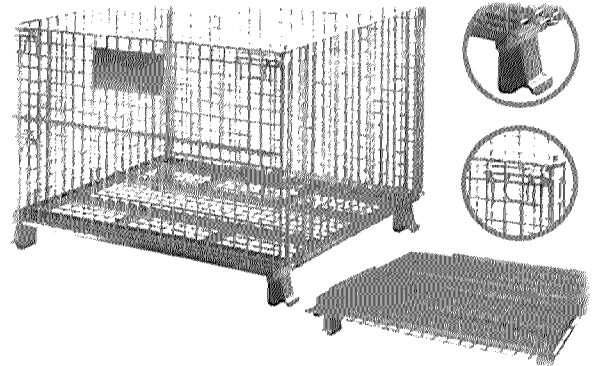
Packing Materials & Tools	
Pallets	
Gaylord Boxes	
Wire Cages	
Shrink Wrap	

We have the ability to provide folding, stackable wire containers as pictured below for packaging of the smaller e-waste, including miscellaneous e-waste and small television and monitors in order to conserve space and make the process as efficient and safe as possible.

These containers provide the following benefits:

- Fold down for easy storage and stack up to 20 high for maximum storage density when empty.

- Convenient drop side gate design for ergonomic loading of e-waste.
- Once loaded, they can be stacked two high, to maximize storage space.
- Minimizing staff time palletizing, shrink-wrapping or putting together Gaylord boxes.
- More sustainable than Gaylord boxes as they can be reused many times over.



SORTING AND PACKING

As a general rule, we prefer to have material packaged by price category (CRT CEW, Non-CRT CEW, UWED's, Computers). We find it easiest to package intact CRT devices on pallets with shrinkwrap. Many electronic devices, including CPU's, VCR's, microwaves and stereos are also easily packaged on pallets with shrinkwrap. Onsite will provide containers for all small electronic devices and broken CRT devices. We will provide training to the Authority's facility staff, if necessary, or if the Authority has preferred methods of packing, we can work with them to allow them to continue these methods.

TRUCK LOADING & TRANSPORTATION

Onsite will load material that is packaged to meet regulatory requirements to prevent release of any CRT material or component to the environment. If all material is neatly palletized and shrink-wrapped, or placed in a provided gaylord or other container prior to loading on the truck, these requirements should be met. If necessary, Onsite may use the following subcontractor for transportation. Onsite works hard to ensure that all subcontracted services meet the same customer service and compliance levels we provide.

MP Transportation
2176 Fairmont Court
San Jose, CA 95148

Metech Recycling
6200 Engle Way
Gilroy, CA 95020

Onsite understands that the authority would prefer to have trailers provided to be on site at the Sun Street Transfer station and the Johnson Canyon Landfill. Onsite is able to provide this service. As the Jolon Road Transfer station does not have a forklift or loading dock, we will provide a 26' boxvan truck or 48' Trailer with liftgate to pick up from this location, providing labor necessary to package and load the truck.

Onsite has 4 26' boxvans, MP Transportation has over 20 trailers and Metech Recycling has multiple 26' boxvans and trailers. Any of these might be utilized in the operation of this contract. Each trailer holds 24-26 pallets, and we will expect trailers to be full upon pickup. Onsite requires a 10 pallet minimum when bringing a 26' boxvans.

RECYCLING AND DISPOSAL FACILITIES

Recycling and Disposal facilities for all waste streams are provided in the Technical Proposal.

CRT AND E-WASTE PROCESSING

Onsite has included the following information in the Technical Proposal:

- The processing of materials
- Downstream Audit Procedures
- Information on how non-hazardous wastes are disposed

A complete downstream vendor fate map is provided in Appendix C.

RECYCLING PERCENTAGE

Onsite strives to recycle as much of the e-waste material as feasible in an environmentally responsible manner. While glass to glass recycling (turning CRT tubes back into new CRT tubes) was a viable alternative, our recycling rate was approximately 99%. However, as environmentally sound recycling options for CRT's have dwindled, and State regulations have changed, Onsite now believes the most sound option for CRT tubes is to landfill this material, as per DTSC regulations. The leaded glass goes to a fully permitted Class I landfill, with the non-leaded glass going to a Class III landfill. These facilities are permitted, lined and monitored, ensuring this hazardous material is properly managed and won't negatively affect the environment. While we would prefer to see this material recycled, past experience has shown that when this material is shipped out of State, we are often just sending our toxic problem to other locations to deal with. This has led to millions of pounds of California CRT's being abandoned and mismanaged.

With the landfilling of CRT's, our current recycling percentage is 76%. We are currently looking into the option of sending CRT's to a lead smelter which would increase this percentage to >95%.

PROPOSED SUBCONTRACTORS

The only proposed subcontractors to be utilized are MP transportation and Metech Recycling, listed above.

SCHEDULING

Onsite Electronics Recycling can work with an on-call or regularly scheduled pickup. We often find that a regularly scheduled pickup provides the e-waste packing and loading contractor the ability to plan in advance, versus around an on-call schedule. If an on-call schedule is preferred, we regularly require a three-day notice of pickup, and can arrange pickups on a 24-hour notice in emergency situations. We are flexible and can work with the Authority to provide pickups on whatever schedule works best for them and to meet last minute transportation needs.

DOCUMENTATION AND REPORTING

Onsite will provide appropriate labels and bills of lading at the time of shipment. Once received, all material will be weighed and a weighmaster certificate will be provided as well as a Certificate of Recycling. We can provide reporting as requested by the Authority. A sample e-waste report is provided in Appendix D. This report can be provided as often as requested, but will always be provided on an annual basis for purposes of submitting Form 303 reports, as well as annually for submitting DTSC reporting.

COST PROPOSAL

ITEMIZED PRICING & FEE SCHEDULE

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are

subject to this Requests for Proposals at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of the Authority's Request for Proposals.

Contractor: Onsite Electronics Recycling, LLC

To be included in ENVELOPE 2: COST PROPOSAL

E-Waste Items	Price Per Pound (Lbs.)
Covered Electronic Waste (CEW)- SB 20 Qualified Materials	Pay Calrecycle Recovery Rate (currently \$0.19/lb)
Non-Covered Electronic Waste	Charge \$0.15
Complete Computers/CPU's	Pay \$ 0.10 (package separately)
Cell Phones	Pay \$0.10 (packaged separately)
Flat Screens	\$ Pay Calrecycle Recovery Rate (currently \$0.19/lb)
Small Appliances	Charge \$0.15
CD's/DVD's/VHS	N/A – no viable recycling outlet
Other	\$
Other	\$

Additional Fees or Charges	Costs
Transportation Fee (per pickup if applicable)	\$ 700 per 53' trailer \$ 800 per 48' trailer with liftgate \$ 400 per 26' boxvan
Labor Fee	\$ 30/hour \$ 25/hour travel time
Packaging Material Fee	\$ included
Other	\$
Other	\$



Report to the Board of Directors

ITEM NO. 7

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: May 16, 2019

From: Cesar Zuñiga, Assistant General Manager /
Operations Manager

Title: A Resolution Approving a Two-Year Service
Agreement with Stericycle Environmental
Services for Household Hazardous Waste
Transportation and Disposal/Recycling

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan **Objective to Promote Authority's Role and Value as a Resource Recovery Agency and Achieve 75% Diversion**, as well as a mandate of California State Law AB939 which requires local jurisdictions to have a program for the proper disposal of Household Hazardous Waste to prevent the materials from being disposed in the landfill.

FISCAL IMPACT

The household hazardous waste collection program represents 25.2% of the AB 939 Services budget. In FY 2017-18, the Authority paid \$207,674 for HHW disposal costs and supplies. The current fiscal year budget for HHW disposal and supplies is \$200,600. During the last fiscal year 1,470,922 pounds of HHW collected within the SVR service region was shipped from the Sun Street facility. It is anticipated the volume will continue to increase resulting in an estimated budget need of \$217,500 for disposal and supplies for the 2019-2020 fiscal year.

DISCUSSION & ANALYSIS

A Request for Proposals was released on April 1, 2019 with the following firms responding by the April 25, 2019 deadline: Clean Harbors Environmental Services and Stericycle Environmental Solutions. Both firms are well established in transportation and processing of hazardous waste.

The proposals from both firms were closely ranked based on disposal and supplies cost provided (proposals are available for review at the Authority offices). Stericycle Environmental Solutions was the top ranked proposal based on the lowest costs based on a sample invoice put together using recent shipments and material quantities shipped. Another area in which Stericycle ranked higher than Clean Harbors was in their requirements for packaging and manifesting material, which offered a lower labor cost. Clean Harbors has established pick up times based on quantities shipped, and shipments that take longer than specified in the schedule may be assessed a surcharge of \$107/hr., while Stericycle has no minimum quantity pick up limits or charges associated with time limits for pickups. The Authority has had a very successful business relationship in the past and has not encountered any problems with either the service or the shipments associated with Stericycle. They are a fully integrated recovery and industrial services company with more than twenty years of experience in California. The contract will cover FY 2019-20 and 2020-21 with two optional one-year extensions.

BACKGROUND

The Authority fulfills each member city's and the County's obligation under AB 939 to accept and provide safe disposal for hazardous materials which may otherwise be disposed in the landfill. We are the sole collector in the Salinas Valley except for the used oil program offered by Monterey County, which is grant funded. The collection facility at the Sun Street Transfer Station served over 9,300 customers in 2018 and recycled an average of 220 gallons of paint each month. Additionally there are collection stations for antifreeze, paint, oil and batteries (ABOPs) at the Johnson Canyon Landfill and Jolon Road Transfer Station.

ATTACHMENTS

1. Resolution
2. Exhibit A –Service Agreement and Rates

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A TWO-YEAR SERVICE AGREEMENT WITH STERICYCLE ENVIRONMENTAL SOLUTIONS FOR HOUSEHOLD HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL/RECYCLING

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/Chief Administrative Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute a Service Agreement with Stericycle Environmental Solutions for transportation and disposal/recycling of Household Hazardous Waste, as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16th of May 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

Erika Trujillo, Clerk of the Board



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
STERICYCLE ENVIRONMENTAL SOLUTIONS

TO PROVIDE TRANSPORTATION AND DISPOSAL SERVICES

This agreement, made and entered into this 16th day of May by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Stericycle Environmental Solutions (hereinafter "Consultant").

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Consultant and Authority agree as follows:

1. Scope of Service

The project contemplated and the Consultant's services are described in Exhibit "A," attached hereto and incorporated herein by reference.

2. Completion Schedule

Consultant shall complete the consulting services described in Exhibit "A" by June 30, 2021.

3. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit "A."

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Consultant's principal office. It shall be mandatory for any Contractor or Consultant to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

Consultant shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Consultant shall not bill Authority for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Consultant's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment for all undisputed portions on each such invoice within forty-five (45) days of receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment for disputed portions of invoice to Consultant until forty-five (45) days after a correct and complying invoice has been submitted by Consultant.

5. Additional Services

It is understood by Authority and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in Exhibit "A." Authority has listed those additional consulting services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "A." If said additional services are requested by the Authority, Consultant shall advise Authority in writing of the need for additional services, and the cost of and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until Authority has determined that such service is beyond the scope of the basic services to be provided by the Consultant, is required, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's Chief Administrative Officer.

Except as hereinabove stated, any additional service not shown on Exhibit "A" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. Additional Copies

If Authority requires additional copies of reports, or any other material which Consultant is required to furnish in limited quantities as part of the services under this agreement, Consultant shall provide such additional copies as are requested, and Authority shall compensate Consultant for the actual costs of duplicating such copies.

7. Responsibility of Consultant

- A. By executing this agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a competent manner. By executing this agreement, Consultant further agrees that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further

agrees that Consultant shall follow the current, generally accepted professional standard of care to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement. Consultant shall have the right to reasonably rely on all information provided by Authority without independent verification.

- B. Consultant shall assign a single project director to have overall responsibility for the execution of this agreement for Consultant. Terry Thompson is hereby designated as the project director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the Authority's General Manager or designated representative.
- C. Recent changes in State law expand the definitions of work, including testing and survey work, for which prevailing wages may need to be paid on construction projects paid for with public funds. It is the Consultant's responsibility to inform itself of, and to comply at its sole expense with, all State law requirements governing the payment of prevailing wages.

8. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Assist Consultant by placing at his disposal all available information pertinent to the project, including but not limited to, previous reports, and any other data relative to the project. Nothing contained herein shall obligate Authority to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of Authority.
- B. Make provisions for Consultant to enter upon public and private property as required by Consultant to perform his services.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- D. The Chief Administrative Officer or authorized designee shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Consultant's services. Authority may unilaterally change its representative upon notice to the Consultant.
- E. Give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any defect in the project.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless and defend Authority, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including the Authority and/or Contractor, or any directors, officers, employees, or authorized volunteers of the Authority or Contractor, and damages to or destruction of property of any person, including but not limited to, the Authority and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, to the extent caused by the negligence, recklessness and willful misconduct of the Consultant, its employees or subcontractors, and except the negligence or willful misconduct or active negligence of the Authority or its directors, officers, employees, or authorized volunteers;.
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- C. Any and all losses, expenses, damages (including damages to the work itself), reimbursement of reasonable attorneys' fees, and other costs, which any of them may incur to the extent caused by the negligent failure of Contractor to faithfully perform the work and all of the Contractor's obligations under the Contract.

With regard to any claim alleging Contractor's negligent performance of professional services, Contractor's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Authority or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding that relates to indemnified acts to the extent of Contractor's responsibility therefor, and to the extent they are not covered by Contractor's insurance.

11. Insurance

- A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. Coverage shall be at least as broad as:
 - 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent form covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - 2. Automobile Liability: Insurance Services Office Form Number CA 0001 or equivalent form covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate per project site.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage (except professional liability) shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Authority and its indemnified parties. All policies referenced herein shall include primary and non-contributory coverage in favor of SVSWA, either within the policy form or via endorsement."

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Authority. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by mail to the Salinas Valley Solid Waste Authority should the policy be canceled before the expiration date, or ten (10) days for cancellation for non-payment of premium. .

Waiver of Subrogation

Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant (except the professional liability insurer) may acquire against the Authority by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Consultant shall be solely responsible for any and all deductibles and self-insured retentions.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VI, unless otherwise acceptable to the Authority.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Authority with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of herein. The Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the limits of coverage required hereunder.

Consultant shall provide substitute certificate of insurance no later than ten (10) days after to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Maintenance of insurance by the Consultant as specified in the agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

The insurer (except the professional liability carrier) shall waive all rights of subrogation against the Authority, its directors, officers, employees, or authorized volunteers.

12. Access to Records

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Consultant by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to Authority's representative(s) for such access and inspection.

13. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the professional reputation and competence of Consultant. This agreement is personal to Consultant and shall not be assigned by it without the prior express written approval of

Authority. If the Consultant is a corporation or other business entity, a change of control (meaning a transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority's prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

14. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "A" of this agreement. Upon agreement between Authority and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations

Services performed by Consultant pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

16. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities which it represents. As such, Authority is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget for a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any

such official or employee of Authority have any interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Consultant under the terms of this Agreement if Consultant is determined by the Authority not to be an independent contractor.

20. California Residency (Form 590)

All independent Consultants providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Consultant during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.00.

21. Tax Payer Identification Number (Form W-9)

All independent Consultants or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

22. Independent Contractor

It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee, agent, or servant of the Authority.

23. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

24. Integration and Amendment

This agreement represents the entire understanding of Authority and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

25. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

26. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

27. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

29. Subcontractors

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this agreement. Consultant shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Consultant.

30. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement, or litigation, as the parties agree. The mediation may continue, if the parties so

agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statute or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 *et seq.* and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration or litigation within the applicable statutes of limitations governing civil actions in California, or will otherwise be barred. The arbitrators shall be without jurisdiction to hear or determine claims barred by the statute of limitations. This provision shall be enforced by the Superior Court of Monterey County or any other court of competent jurisdiction.

31. Termination

A. In the event that it is determined by the Authority to terminate this agreement, the Authority:

1. Shall give Consultant written notice that in the Authority's opinion the conduct of the Consultant is such that the interests of the Authority may be impaired or prejudiced, or
2. Upon written notice to Consultant, may for any reason whatsoever, terminate this agreement.

B. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "A," except that:

1. In the event of termination by the Authority for Consultant's default, Authority shall deduct from the amount due Consultant the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Consultant are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay Authority the full amount of such expense, but only to the extent caused by its negligence. In the event that this agreement is terminated by Authority for any reason, Consultant shall:
 - (a) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and

- (b) Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Consultant's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.
- E. Consultant may terminate this Agreement upon 30 days notice in the event of non-payment or other material breach by Authority.

32. Audit and Examination of Accounts

- A. Consultant shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Consultant hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.
- D. Consultant hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or consultants under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

33. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

34. Notices

- A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street, Suite 101
Salinas, CA 93901

Hand Delivered

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street, Suite 101
Salinas, CA 93901

- B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Stericycle Environmental Solutions

Marc Wrinkler

Address

City, State, Zip

- C. The execution of any such notices by the Chief Administrative Officer or Assistant General Manager representative of the Authority shall be effective as to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or Assistant General Manager to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

During the performance of this agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

36. Conflict of Interest

Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 *et seq.*) that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this agreement.

37. Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

38. Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

R. Patrick Mathews
General Manager/CAO

Roy C. Santos
Authority General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

CONSULTANT: Stericycle Environmental Services

Signature

Printed Name

Title

Attachments:

Exhibit A - Scope of Services

Exhibit A – Rates



Stericycle®
Environmental Solutions

Salinas Valley Solid Waste Authority

SECTION 4 - COST PROPOSAL

Manifested Wastes	Waste Category	Management Method	Package	Method Shipped	Unit Cost
Flammable and poison	Flammable Solids and Liquids	Incineration	LP, LO	55 gal	\$145.00
	Bulked Flammable Liquids	Fuel Blend	BU	55 gal	\$135.00
	Oil-base Paint	Fuel Blend	BU/LO	55 gal	\$145.00
	Poisons	Incineration	LP	55 gal	\$210.00
	Reactive and explosive	Not accepted	---	---	---
	Compressed Gas flammable (camp fuel)	Recycle	LO	55 gal	\$3.00ea 1lb
Acid	Inorganic/Organic Acid	Treatment	LP	55 gal	\$185.00
Bases	Inorganic/Organic Bases	Treatment	LP	55 gal	\$185.00
Oxidizer	Neutral Oxidizers	Treatment	LP	55 gal	\$386.00
	Organic Peroxides	Incineration	LO	5 gal bucket	\$110.00
	Organic Peroxides	Incineration	LO	10 gal	\$185.00
	Oxidizing Acid/Base	Treatment	LP	10 gal	\$185.00
PCB	PCB – containing paint	Incineration	LO	20 gal	\$800.00
	Other PCB includes ballasts	Incineration	LO	30 gal	\$1.50/lb
Reclaimable	Antifreeze	Recycle	BU	55 gal	\$100.00
	Auto Batteries	Recycle	Stacked	Shrink wrap pallet	N/C
	Latex Paint	Recycle	BU	55 gal	PaintCare
	Motor Oil Oil Products	Recycle	BU	55 gal	\$100.00
	Used Oil Filters	Recycle	LO	55 gal	\$85.00
Asbestos	Asbestos	Landfill	Double Bagged	20 gal	\$85.00



Manifested Wastes	Waste Category	Management Method	Package	Method Shipped	Unit Cost
Universal Waste	Mercury containing automatic switches, thermometers and novelties	Recycle	LO	20 gal	\$275.00
	Mercury containing thermostats	Recycle	LO	20 gal	\$275.00
	Mercury containing waste (other)	Recycle	LO	20 gal	\$275.00
	Florescent Lamps	Recycle	LO	4 ft Box	\$.15/linear foot
	Florescent Lamps	Recycle	LO	8 ft box	\$.15/linear foot
	Alkaline/Heavy Duty Batteries	Recycle	LO	30 gal	\$.75/lb
Aerosol Container (UW)	Aerosol Containers	Fuel Blend	LO	UN Box	\$600.00
Other	Home Generated Sharps	Incineration	4 qt containers LO	33 gal Bio Hazard Can	\$175.00
	Pharmaceutical Waste	Incineration	LO	Lock Box	\$290/55dm
	Liquid Propane Gas Cylinders	Recycle	Stacked	Shrink wrap pallet	\$6.00/ea 5 gal cylinder.
	Compressed Gas	Recycle	LO	55 gal	CBC



Materials	Description				Unit Cost
Drums	55 gallon closed top				\$35.00
Drums	55 gallon open top				\$35.00
Drums	30 gallon open top				\$41.00
Drums	20 gallon open top				\$46.00
Drums	15 gallon open top				\$38.00
Drums	10 gallon open top				\$38.00
Bucket	5 gallon plastic				\$15.00
Absorbent - granulated	40 lb bag				\$8.00
GP-X Markers	12 per box				\$15.00
Fluorescent Lamp Box	4 foot				\$10.00
Fluorescent Lamp Box	8 foot				\$12.00
Triwall Box	1 cubic yard				\$60.00
Non UN Box	1 cubic yard				\$40.00
Box Liner	1 cubic yard				N/C
CFL Tub	4 foot				\$32.00
Bio Hazard Can	33 gallon				CBC
Bio Hazard Can Liners	33 gallon				CBC
Lock Box for Pharmaceuticals	Specify Size				CBC

LP = Lab pack

LO = Loose pack

BU = Bulk pack

Exhibit A – Proposed Rates



Stericycle®

Environmental Solutions

Salinas Valley Solid Waste Authority

SECTION 4 - COST PROPOSAL

Manifested Wastes	Waste Category	Management Method	Package	Method Shipped	Unit Cost
Flammable and poison	Flammable Solids and Liquids	Incineration	LP, LO	55 gal	\$145.00
	Bulked Flammable Liquids	Fuel Blend	BU	55 gal	\$135.00
	Oil-base Paint	Fuel Blend	BU/LO	55 gal	\$145.00
	Poisons	Incineration	LP	55 gal	\$210.00
	Reactive and explosive	Not accepted	---	---	---
	Compressed Gas flammable (camp fuel)	Recycle	LO	55 gal	\$3.00ea 1lb
Acid	Inorganic/Organic Acid	Treatment	LP	55 gal	\$185.00
Bases	Inorganic/Organic Bases	Treatment	LP	55 gal	\$185.00
Oxidizer	Neutral Oxidizers	Treatment	LP	55 gal	\$386.00
	Organic Peroxides	Incineration	LO	5 gal bucket	\$110.00
	Organic Peroxides	Incineration	LO	10 gal	\$185.00
	Oxidizing Acid/Base	Treatment	LP	10 gal	\$185.00
PCB	PCB – containing paint	Incineration	LO	20 gal	\$800.00
	Other PCB includes ballasts	Incineration	LO	30 gal	\$1.50/lb
Reclaimable	Antifreeze	Recycle	BU	55 gal	\$100.00
	Auto Batteries	Recycle	Stacked	Shrink wrap pallet	N/C
	Latex Paint	Recycle	BU	55 gal	PaintCare
	Motor Oil Oil Products	Recycle	BU	55 gal	\$100.00
	Used Oil Filters	Recycle	LO	55 gal	\$85.00
Asbestos	Asbestos	Landfill	Double Bagged	20 gal	\$85.00



Manifested Wastes	Waste Category	Management Method	Package	Method Shipped	Unit Cost
Universal Waste	Mercury containing automatic switches, thermometers and novelties	Recycle	LO	20 gal	\$275.00
	Mercury containing thermostats	Recycle	LO	20 gal	\$275.00
	Mercury containing waste (other)	Recycle	LO	20 gal	\$275.00
	Florescent Lamps	Recycle	LO	4 ft Box	\$.15/linear foot
	Florescent Lamps	Recycle	LO	8 ft box	\$.15/linear foot
	Alkaline/Heavy Duty Batteries	Recycle	LO	30 gal	\$.75/lb
Aerosol Container (UW)	Aerosol Containers	Fuel Blend	LO	UN Box	\$600.00
Other	Home Generated Sharps	Incineration	4 qt containers LO	33 gal Bio Hazard Can	\$175.00
	Pharmaceutical Waste	Incineration	LO	Lock Box	\$290/55dm
	Liquid Propane Gas Cylinders	Recycle	Stacked	Shrink wrap pallet	\$6.00/ea 5 gal cylinder.
	Compressed Gas	Recycle	LO	55 gal	CBC



Materials	Description				Unit Cost
Drums	55 gallon closed top				\$35.00
Drums	55 gallon open top				\$35.00
Drums	30 gallon open top				\$41.00
Drums	20 gallon open top				\$46.00
Drums	15 gallon open top				\$38.00
Drums	10 gallon open top				\$38.00
Bucket	5 gallon plastic				\$15.00
Absorbent - granulated	40 lb bag				\$8.00
GP-X Markers	12 per box				\$15.00
Fluorescent Lamp Box	4 foot				\$10.00
Fluorescent Lamp Box	8 foot				\$12.00
Triwall Box	1 cubic yard				\$60.00
Non UN Box	1 cubic yard				\$40.00
Box Liner	1 cubic yard				N/C
CFL Tub	4 foot				\$32.00
Bio Hazard Can	33 gallon				CBC
Bio Hazard Can Liners	33 gallon				CBC
Lock Box for Pharmaceuticals	Specify Size				CBC

LP = Lab pack

LO = Loose pack

BU = Bulk pack



Report to the Board of Directors

ITEM NO. 8

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: May 16, 2019

From: Cesar Zuñiga, Assistant General Manager /
Operations Manager

Title: Resolution Approving Service Agreements for
Equipment Maintenance Services with Golden
State Truck and Trailer of Salinas, Quinn Company
of Salinas, and Skinner Equipment Repair of
Gonzalez through June 30, 2022

RECOMMENDATION

Staff recommends that the Board adopt the resolutions for SVR Equipment Maintenance Services.

STRATEGIC PLAN RELATIONSHIP

The agreements are not related to any strategic plan goals, but enhance existing facilities, equipment and public services.

FISCAL IMPACT

The vehicle and equipment maintenance accounts have a combined budget of \$842,400 for FY 2019-20. There is sufficient funding to cover all expenses associated with vehicle and equipment maintenance and repairs for FY 2019-20.

DISCUSSION & ANALYSIS

Salinas Valley Recycles has assumed the operations of the Sun Street and Jolon Road Transfer Station, as well as the Johnson Canyon Landfill. In order to ensure the facilities are operated efficiently we must ensure our equipment is properly maintained. All equipment requires service and maintenance on an ongoing basis from qualified professional vendors. In order to accomplish this, SVR uses three qualified vendors for most of its maintenance and repair: Golden State Truck and Trailer, Quinn Company and Skinner Equipment Repair.

The three qualified vendors currently used will all exceed \$50,000 in annual equipment maintenance service, which requires Board approval. In order to continue using the current vendors, a Services Agreement must be executed and approved by the Board of Directors. The agreements will be in place until June 30, 2022.

Each vendor is specialized in more than one of the following areas: construction equipment, commercial trucks, trailers, or welding. Having three vendors allows us the flexibility to ensure that our equipment is serviced within an adequate time to avoid delays or impacts to the operations.

The table below shows the services each vendor provides and their hourly rates.

	Quinn Company	Skinner Equipment	Golden State
Service Call Fee	50% of travel time and \$2/per mile	\$128/hr. Outside Shop	\$40 tire repair \$50 for all other calls
Commercial/Equipment Tire Repairs	Contract out	No	Yes
Walking Floor Repair	No	Yes	Yes
Aluminum Welding	Yes	Yes	Yes
Heavy Equipment Repair	Yes	Yes	Yes
Respond Time	As available	1 Hr. (8am-5pm)	1 Hr.
Fee Regular Hrs.	\$149(shop)- \$174 (field)	\$120.00 (in-shop)- \$128.00 (outside shop)	\$105.00
After 5 pm	\$223.50 (shop) \$254.50 (field)	\$128	\$160.00
Sundays & Holidays	\$298 (shop) \$346.60 (field)	N/A	\$160.00

BACKGROUND

In January of 2008, SVR assumed the operation of the Sun Street Transfer Station. The Johnson Canyon Landfill operations were assumed on December 22, 2014, followed by the Jolon Road Transfer Station on September 1, 2016. SVR now has over 50 pieces of equipment made up of trucks, trailers, tractors, and portable equipment (i.e. light towers, compressors, and pumps) that require ongoing maintenance and service. The three qualified vendors perform the majority of the maintenance and service on our equipment.

ATTACHMENT(S)

1. Resolutions
2. Services Agreement with Golden State Truck and Trailer
3. Services Agreement with Quinn Company
4. Services Agreement with Skinner Equipment Repair

RESOLUTION NO. 2019-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING A SERVICE AGREEMENT WITH GOLDEN STATE TRUCK AND TRAILER FOR
EQUIPMENT MAINTENANCE SERVICES THROUGH JUNE 30, 2022

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is
hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste
Authority to enter into an agreement with Golden State Truck and Trailer for
Equipment Maintenance Services, as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid
Waste Authority this 16th day of May 2019 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

Erika J. Trujillo, Clerk of the Board

*All areas highlighted in yellow are to be filled out to complete the Agreement.
Delete the highlighting and this text box prior to saving as a final document
You may need to check the formatting and edit the page breaks.*



Exhibit A

*Use this General Services Agreement for persons performing such functions as:
Computer Maintenance, Composting, Scale Maintenance, etc.
The GSA provider might be a corporation or sole proprietor.*

**AGREEMENT FOR SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND**

Golden State Truck & Trailer Repair

FOR Equipment Maintenance SERVICES

This agreement, made and entered into this 16th day of May 2019, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Golden State Truck and Trailer Repair, a California Corporation (hereinafter "Contractor").

WHEREAS, Contractor represents that Golden State Truck and Trailer Repair is specially trained, experienced, and competent to perform the services which will be required by this agreement; and

WHEREAS, Contractor is willing to render such services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Contractor and Authority agree as follows:

1. Scope of Service

The project contemplated and the Contractor's services are described in Exhibit "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

Contractor shall complete the services described in Exhibit "B" by June 30, 2022.

3. Compensation

Authority hereby agrees to pay Contractor for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit "C."

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Contractor's principal office. It shall be mandatory for any Contractor, or Contractor to whom a contract is awarded, to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

Contractor shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Contractor shall not bill Authority for duplicate services performed by more than one person.

Contractor's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Contractor's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Contractor submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment on each such invoice within forty-five (45) days of receipt, provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment to Contractor until forty-five (45) days after a correct and complying invoice has been submitted by Contractor.

5. Additional Services

It is understood by Authority and Contractor that it may be necessary, in connection with the project, for Contractor to perform or secure the performance of consulting and related services other than those set forth in Exhibit "B." Authority has listed those additional services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "B." If said additional services are requested by the Authority, Contractor shall advise Authority in writing of the need for additional services, and the cost of, and estimated time to perform, the services. Contractor shall not proceed to perform any such additional service until Authority has determined that such service is required beyond the scope of the basic services to be provided by the Contractor, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's General Manager/CAO or his designee.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. Additional Copies

If Authority requires additional copies of reports, or any other material which Contractor is required to furnish in limited quantities as part of the services under this agreement, Contractor shall provide such additional copies as are requested, and Authority shall compensate Contractor for the actual costs of duplicating such copies.

7. Responsibility of Contractor

- A. By executing this agreement, Contractor agrees that Contractor is apprised of the scope of work to be performed under this agreement and Contractor agrees that said work can and shall be performed in a fully competent manner. By executing this agreement, Contractor further agrees and warrants to Authority that the Contractor possesses, or shall arrange to secure from others, all of the necessary capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the skills and experience of Contractor to do and perform Contractor's work. Contractor further agrees and warrants that Contractor shall follow the current, generally accepted practices of the Contractor's business or trade to make findings, render opinions, prepare factual presentations, and provide advice and recommendations regarding the project for which the services are rendered under this agreement.

- B. Contractor has assigned Rene Manzur to have overall responsibility for the execution of this agreement. Rene Manzur is hereby designated as the Project Manager for Contractor. Any change of the Project Manager shall be subject to the prior written acceptance and approval of the Authority's General Manager/CAO or designee.

8. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Make provisions for Contractor to enter upon public and private property as required by Contractor to perform required services.
- B. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Contractor, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- C. The Authority authorized designee, shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Contractor's services. Authority may unilaterally change its representative upon notice to the Contractor.
- D. Give prompt written notice to Contractor whenever Authority observes or otherwise becomes aware of any defect in the project.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Contractor from responsibility for the work performed.

10. Indemnification and Hold Harmless

Contractor shall indemnify, defend and hold Authority and its officers, employees, or agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole active negligence or willful misconduct of the Authority, its officers, employees or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Contractor shall at its own expense, upon written request by the Authority, defend any such suit or action brought against the Authority, its officers, agents, or employees.

Acceptance of insurance certificates and endorsements required under this agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Contractor shall reimburse the Authority for all costs and expenses (including, but not limited to, fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by the Authority in enforcing the provisions of this section.

Contractor's obligations in this section shall survive termination of this Agreement.

11. Insurance

- A. Contractor shall, throughout the duration of this agreement, maintain comprehensive general liability and property insurance covering all operations of the Contractor, its agents and employees, performed in connection with this agreement including, but not limited to, premises and automobile.
- B. Contractor shall maintain the following limits:

	COVERAGE REQUIRED if marked "X"	Contractor Initials
GENERAL LIABILITY		
Combined Single Limit Per Occurrence..... \$1 million	<u> x </u>	_____
General Aggregate..... \$1.5 million	<u> x </u>	_____
<i>(The policy shall cover on an occurrence or an accident basis, and not on a claims-made basis.)</i>		
AUTOMOBILE LIABILITY		
Combined Single Limit Per Occurrence..... \$1 million	<u> x </u>	_____
<i>(The policy shall cover on an occurrence or an accident basis, and not on a claims-made basis.)</i>		
WORKERS COMPENSATION	Full Liability Coverage <u> x </u>	_____
<i>(Contractor shall not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other contractors. The retroactive date of the policy must be shown and must be before the date of the agreement.)</i>		

- C. All insurance companies with the exception of Worker's Compensation affording coverage to the Contractor shall be required to add the Salinas Valley Solid Waste Authority, its officers, employees, and agents, as "additional insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance for the work performed under this agreement and that no other insurance affected by the Authority or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to Authority, its officers, employees, or agents.
- D. All insurance companies affording coverage to the Contractor shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
- E. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by certified or registered mail to the Salinas Valley Solid Waste Authority should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- F. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Authority concurrently with the submittal of this agreement. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of subsection (E) herein. The Contractor shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- G. Contractor shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered default by Contractor.

- H. Maintenance of insurance by the Contractor as specified in the agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

12. Access to Records

Contractor shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Contractor by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Contractor's usual and customary business hours. Contractor shall provide proper facilities to Authority's representative(s) for such access and inspection.

13. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the reputation and competence of Contractor. This agreement is personal to Contractor and shall not be assigned by it without the prior express written approval of the Authority. If the Contractor is a corporation or other business entity, a change of control (meaning a transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority's prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

14. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "C" of this agreement. Upon agreement between Authority and Contractor as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Contractor shall constitute the Contractor's notice to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations

Services performed by Contractor pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

16. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal or state law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities in which it represents. As such, Authority is subject to the provisions of Article XVI,

Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget prior to a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this agreement or the proceeds thereof.

19. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Contractor under the terms of this Agreement if Contractor is determined by the Authority not to be an independent contractor.

20. California Residency (Form 590)

All independent Contractors providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Contractor during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.

21. Tax Payer Identification Number (Form W-9)

All independent Contractors or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

22. Independent Contractor

It is expressly understood and agreed by both parties that Contractor, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee, agent, or servant of the Authority.

23. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

24. Integration and Amendment

This agreement represents the entire understanding of Authority and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with

respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

25. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

26. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

27. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Contractor written notice to proceed with this work. Such notice may authorize Contractor to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Contractor, as provided herein, for the services rendered by Contractor in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Contractor against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Contractor.

29. Subcontractors

Contractor shall be entitled, to the extent determined appropriate by Contractor, to subcontract any portion of the work to be performed under this agreement. Contractor shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Contractor shall not relieve Contractor, in any manner, of the obligations and requirements imposed upon Contractor by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Contractor.

30. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other

proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as, any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statute or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrators may, in the award, allocate to the prevailing party all or part of the costs of the arbitration, including the fees of the arbitrator, the reasonable attorneys' fees and expert witness fees of the prevailing party. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 *et seq.* and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration within the applicable statutes of limitations governing civil actions against local agencies in California, or will otherwise be barred. The arbitrators shall be without jurisdiction to hear or determine claims barred by the statute of limitations. This provision shall be enforced by the Superior Court of Monterey County or any other court of competent jurisdiction.

31. Termination

A. In the event that it is determined by the Authority to terminate this agreement, the Authority:

1. Shall give Contractor written notice that in the Authority's opinion the conduct of the Contractor is such that the interests of the Authority may be impaired or prejudiced, or
2. Upon written notice to Contractor, may for any reason whatsoever, terminate this agreement.

B Upon termination, Contractor shall be entitled to payment of such amount as fairly compensates Contractor for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "C," except that:

1. In the event of termination by the Authority for Contractor's default, Authority shall deduct from the amount due Contractor the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Contractor are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other Contractors for such purposes. In the event that such additional expenses shall

exceed amounts otherwise due and payable to Contractor hereunder, Contractor shall pay Authority the full amount of such expense. In the event that this agreement is terminated by Authority for any reason, Contractor shall:

- a. Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - b. Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Contractor or prepared by or for Contractor or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Contractor's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.

32. Audit and Examination of Accounts

- A. Contractor shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Contractor hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.
- D. Contractor hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or Contractors under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

33. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Contractor and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

34. Notices

- A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street, Suite 101
Salinas, CA 93902-2159

Hand Delivered

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street, Suite 101
Salinas, CA 93901

- B. Written notices to the Contractor shall, until further notice by the Contractor, be addressed to:

GSTT – Attn: Mr. Rene Manzur

1354 Dayton Street – Unit T

Salinas, CA 93901

- C. The execution of any such notices by the General Manager/CAO or designee of the Authority shall be as effective to Contractor as if it were by resolution or order of the Authority Board, and Contractor shall not question the authority of the General Manager/CAO or designee to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

During the performance of this agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

36. Conflict of Interest

Contractor warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. Contractor further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code section 81000 *et seq.*) that apply to Contractor as the result of Contractor's performance of the work or services pursuant to the terms of this agreement.

37. Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

38. Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

Dated: _____

Dated: _____

R. Patrick Mathews
General Manager/CAO

Roy Santos
Authority Interim General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

Dated: _____

CONTRACTOR:

Company Name

Signature

Dated: _____

Printed Name

Title

Attachments:

Exhibit B Scope of Services

Exhibit C Contractor's Fee Schedule

EXHIBIT B – Scope of Services

1. Commercial and equipment tire repair
2. Fleet Vehicle Repairs
3. Walking floor trailer repair
4. Aluminum welding
5. Heavy equipment repair
6. Facility Maintenance

Exhibit C – Rates



PRICES FOR 2019

	ON-SITE	IN-SHOP
LABOR RATES (TRUCK) PER HOUR		
	1HR MIN	1HR MIN
DAYTIME (M-F)	\$105	\$105
	2HR MIN	2HR MIN
AFTER HOURS (M-F)	\$160	\$160
	2HR MIN	2HR MIN
WEEKEND LABOR (FRI-SUN)	\$160	\$160
	1HR MIN	1HR MIN
PICK-UP/DELIVERY	\$105	\$105
SERVICE CALL	\$50	\$0
COMPUTER DIAGNOSTICS	\$95	\$95
	2HR MIN	2HR MIN
HOLIDAY	\$190	\$190
LABOR RATES (TRAILER) PER HOUR		
	1HR MIN	1HR MIN
DAYTIME (M-F)	\$105	\$105
	2HR MIN	2HR MIN
AFTER HOURS (M-F)	\$160	\$160
	2HR MIN	2HR MIN
WEEKEND LABOR (FRI-SUN)	\$160	\$160
SERVICE CALL	\$50	\$0
	2HR MIN	2HR MIN
HOLIDAY	\$190	\$190
CERTIFIED CRANE LABOR		
	1HR MIN	1HR MIN
DAYTIME (M-F)	\$105	\$105
	2HR MIN	2HR MIN
AFTER HOURS (M-F)	\$190	\$ 190
	2 HR MIN	2HR MIN
WEEKEND LABOR (FRI-SUN)	\$190	\$190
INSPECTIONS		
	\$105	\$105
	PLUS	PLUS
DOT	LABEL	LABEL

	\$105	\$105
	PLUS	PLUS
FHWA	LABEL	LABEL
	\$105	\$105
	PLUS	PLUS
ANNUAL	LABEL	LABEL
SERVICE CALL	\$50	\$0
	2 HR MIN	2HR MIN
AFTER HOURS	\$10	\$150
ADDITIONAL ITEMS		
HAZARDOUS FEES	VARIES	VARIES
SHOP SUPPLIES/MISCELLANEOUS	VARIES	VARIES
TAXES	9.25%	9.25%
	1HR MIN	1HR MIN
PICK-UP/DELIVERY	\$105	\$105
	1HR MIN	1HR MIN
PICK-UP/DELIVERY AFTER HOURS	\$160	\$160

WARRANTY

ALL WARRANTY WORK THAT NEEDS TO BE PERFORMED FOR ANY UNIT WILL BE COMPLETED IN SHOP

RESOLUTION NO. 2019-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING A SERVICE AGREEMENT WITH QUINN COMPANY FOR EQUIPMENT
MAINTENANCE SERVICES THROUGH JUNE 30, 2022

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to enter into an agreement with Quinn Company for Equipment Maintenance Services, as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 16th day of May 2019 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

Erika J. Trujillo, Clerk of the Board



EXHIBIT A

AGREEMENT FOR SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND

QUINN COMPANY

FOR EQUIPMENT MAINTENANCE SERVICES

This agreement made and entered into this 16th day of May 2019, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Quinn Company, a *California corporation* (hereinafter "Contractor").

WHEREAS, Contractor represents that Quinn Company is specially trained, experienced, and competent to perform the services which will be required by this agreement; and

WHEREAS, Contractor is willing to render such services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Contractor and Authority agree as follows:

1. Scope of Service

The project contemplated and the Contractor's services are described in Exhibit "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

Contractor shall complete the services described in Exhibit "B" by June 30, 2022.

3. Compensation

Authority hereby agrees to pay Contractor for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit "C."

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Contractor's principal office. It shall be mandatory for any Contractor, or Contractor to whom a contract is awarded, to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

Contractor shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Contractor shall not bill Authority for duplicate services performed by more than

one person. Contractor's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Contractor's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Contractor submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment on each such invoice within forty-five (45) days of receipt, provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment to Contractor until forty-five (45) days after a correct and complying invoice has been submitted by Contractor.

5. Additional Services

It is understood by Authority and Contractor that it may be necessary, in connection with the project, for Contractor to perform or secure the performance of consulting and related services other than those set forth in Exhibit "B." Authority has listed those additional services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "B." If said additional services are requested by the Authority, Contractor shall advise Authority in writing of the need for additional services, and the cost of, and estimated time to perform, the services. Contractor shall not proceed to perform any such additional service until Authority has determined that such service is required beyond the scope of the basic services to be provided by the Contractor, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's General Manager/CAO or his designee.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. Additional Copies

If Authority requires additional copies of reports, or any other material which Contractor is required to furnish in limited quantities as part of the services under this agreement, Contractor shall provide such additional copies as are requested, and Authority shall compensate Contractor for the actual costs of duplicating such copies.

7. Responsibility of Contractor

- A. By executing this agreement, Contractor agrees that Contractor is apprised of the scope of work to be performed under this agreement and Contractor agrees that said work can and shall be performed in a fully competent manner. By executing this agreement, Contractor further agrees and warrants to Authority that the Contractor possesses, or shall arrange to secure from others, all of the necessary capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the skills and experience of Contractor to do and perform Contractor's work. Contractor further agrees and warrants that Contractor shall follow the current, generally accepted practices of the Contractor's business or trade to make findings, render opinions, prepare factual presentations, and provide advice and recommendations regarding the project for which the services are rendered under this agreement.

- B. Contractor has assigned Ryan Jefferson to have overall responsibility for the execution of this agreement. Ryan Jefferson is hereby designated as the Project Manager for Contractor. Any change of the Project Manager shall be subject to the prior written acceptance and approval of the Authority's General Manager/CAO or designee.

8. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Make provisions for Contractor to enter upon public and private property as required by Contractor to perform required services.
- B. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Contractor, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- C. The Authority authorized designee, shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Contractor's services. Authority may unilaterally change its representative upon notice to the Contractor.
- D. Give prompt written notice to Contractor whenever Authority observes or otherwise becomes aware of any defect in the project.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Contractor from responsibility for the work performed.

10. Indemnification and Hold Harmless

Contractor shall indemnify, defend and hold Authority and its officers, employees, or agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the negligence or willful misconduct of the Authority, its officers, employees or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Contractor shall at its own expense, upon written request by the Authority, defend any such suit or action brought against the Authority, its officers, agents, or employees.

Acceptance of insurance certificates and endorsements required under this agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Contractor shall reimburse the Authority for all costs and expenses (including, but not limited to, fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by the Authority in enforcing the provisions of this section.

Contractor's obligations in this section shall survive termination of this Agreement.

11. **Insurance**

- A. Contractor shall, throughout the duration of this agreement, maintain comprehensive general liability and property insurance covering all operations of the Contractor, its agents and employees, performed in connection with this agreement including, but not limited to, premises and automobile.
- B. Contractor shall maintain the following limits as indicated below:

	COVERAGE REQUIRED if marked "X"	Contractor Initials
GENERAL LIABILITY		
Combined Single Limit Per Occurrence	\$1 million	<u> x </u> <u> RJ </u>
General Aggregate	\$1.5 million	<u> x </u> <u> RJ </u>
<i>(The policy shall cover on an occurrence or an accident basis, and not on a claims-made basis.)</i>		
AUTOMOBILE LIABILITY		
Combined Single Limit Per Occurrence	\$1 million	<u> x </u> <u> RJ </u>
<i>(The policy shall cover on an occurrence or an accident basis, and not on a claims-made basis.)</i>		
WORKERS COMPENSATION	Full Liability Coverage	<u> x </u> <u> RJ </u>
<i>(Contractor shall not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other contractors. The retroactive date of the policy must be shown and must be before the date of the agreement.)</i>		

- C. All insurance companies with the exception of Worker's Compensation affording coverage to the Contractor shall be required to add the Salinas Valley Solid Waste Authority, its officers, employees, and agents, as "additional insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance for the work performed under this agreement and that no other insurance affected by the Authority or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to Authority, its officers, employees, or agents.
- D. All insurance companies affording coverage to the Contractor shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
- E. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by certified or registered mail to the Salinas Valley Solid Waste Authority should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- F. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Authority concurrently with the submittal of this agreement. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of subsection (E) herein. The Contractor shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company
- G. Contractor shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered default by Contractor.

- H. Maintenance of insurance by the Contractor as specified in the agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

12. Access to Records

Contractor shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Contractor by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Contractor's usual and customary business hours. Contractor shall provide proper facilities to Authority's representative(s) for such access and inspection.

13. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "C" of this agreement. Upon agreement between Authority and Contractor as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Contractor shall constitute the Contractor's notice to proceed with the changed scope.

14. Compliance with Laws, Rules, and Regulations

Services performed by Contractor pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

15. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal or state law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

16. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities in which it represents. As such, Authority is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget prior to a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

17. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this agreement shall participate in or attempt to

influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this agreement or the proceeds thereof.

18. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Contractor under the terms of this Agreement if Contractor is determined by the Authority not to be an independent contractor.

19. California Residency (Form 590)

All independent Contractors providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Contractor during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.

20. Tax Payer Identification Number (Form W-9)

All independent Contractors or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

21. Independent Contractor

It is expressly understood and agreed by both parties that Contractor, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee, agent, or servant of the Authority.

22. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

23. Integration and Amendment

This agreement represents the entire understanding of Authority and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

24. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

25. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement

shall continue to be in full force and effect.

26. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Contractor written notice to proceed with this work. Such notice may authorize Contractor to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

27. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Contractor, as provided herein, for the services rendered by Contractor in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Contractor against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Contractor.

28. Subcontractors

Contractor shall be entitled, to the extent determined appropriate by Contractor, to subcontract any portion of the work to be performed under this agreement. Contractor shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Contractor shall not relieve Contractor, in any manner, of the obligations and requirements imposed upon Contractor by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Contractor.

29. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as, any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statute or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrators may, in the award, allocate to the prevailing party all or part of the costs of the arbitration, including the fees of the arbitrator, the reasonable attorneys' fees and expert witness fees of the prevailing party. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 *et seq.* and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration within the applicable statutes of limitations governing civil actions against local agencies in California, or will otherwise be barred. The arbitrators shall be without jurisdiction to hear or determine claims barred by the statute of limitations. This provision shall be enforced by the Superior Court of Monterey County or any other court of competent jurisdiction.

30. Termination

A. In the event that it is determined by the Authority to terminate this agreement, the Authority:

1. Shall give Contractor written notice that in the Authority's opinion the conduct of the Contractor is such that the interests of the Authority may be impaired or prejudiced, or
2. Upon written notice to Contractor, may for any reason whatsoever, terminate this agreement.

B. Upon termination, Contractor shall be entitled to payment of such amount as fairly compensates Contractor for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "C," except that:

1. In the event of termination by the Authority for Contractor's default, Authority shall deduct from the amount due Contractor the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Contractor are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other Contractors for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Contractor hereunder, Contractor shall pay Authority the full amount of such expense. In the event that this agreement is terminated by Authority for any reason, Contractor shall:
 - a. Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - b. Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Contractor or prepared by or for Contractor or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23

herein, Authority may condition payment for services rendered to the date of termination upon Contractor's delivery to the Authority of such material.

- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.

31. Audit and Examination of Accounts

- A. Contractor shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Contractor hereby agrees to disclose and make available any and all information, reports, or

books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.

- D. Contractor hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or Contractors under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

32. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Contractor and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

33. Notices

- A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street Ste 101
Salinas, CA 93901

Hand Delivered

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street Ste 101
Salinas, CA 93901

- B. Written notices to the Contractor shall, until further notice by the Contractor, be addressed to:
Quinn Company – Attn: Mr. Ryan Jefferson

1300 Abbott Street

Salinas, CA 93901

- C. The execution of any such notices by the General Manager/CAO or designee of the Authority shall be as effective to Contractor as if it were by resolution or order of the Authority Board, and Contractor shall not question the authority of the General Manager/CAO or designee to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

34. Nondiscrimination

During the performance of this agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

35. Conflict of Interest

Contractor warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law.

Contractor further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code section 81000 *et seq.*) that apply to Contractor as the result of Contractor's performance of the work or services pursuant to the terms of this agreement.

36. Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

37. Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

Dated: _____

Dated: _____

R. Patrick Mathews
General Manager/CAO

James Sanchez
Authority Interim General Counsel

ATTEST:

Dated: _____

Erika J. Trujillo
Clerk of the Board

CONTRACTOR:

Quinn Company
Company Name

Ryan Jefferson
Signature

Ryan Jefferson
Printed Name

Dated: 5/2/19

Branch Manager
Title

Attachments:

Exhibit B Scope of Services

Exhibit C Contractor's Fee Schedule

EXHIBIT B – Scope of Services

1. Heavy equipment repair
2. Part Sales

EXHIBIT C – Fee Schedule

Service Call Fee	
Fee Regular Hrs	\$173/hr field \$0.00 \$149/hr shop
After 5 pm	\$254.50/hr field \$0.00 \$223.50/hr shop
Sundays & Holidays	\$346.60/hr field \$0.00 \$298/hr shop

\$173/hr field & \$149/hr shop

\$254.50/hr field & \$223.50/hr shop

\$346.60/hr field & \$298/hr shop

RESOLUTION NO. 2019-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING A SERVICE AGREEMENT WITH SKINNER EQUIPMENT REPAIR FOR
EQUIPMENT MAINTENANCE SERVICES THROUGH JUNE 30, 2022

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to enter into an agreement with Skinner Equipment Repair for Equipment Maintenance Services, as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 16th day of May 2019 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

Erika J. Trujillo, Clerk of the Board



EXHIBIT A

AGREEMENT FOR SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND

SKINNER EQUIPMENT REPAIR

FOR EQUIPMENT AND VEHICLE MAINTENANCE SERVICES

This agreement, made and entered into this 16TH day of May 2019, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Skinner Equipment Repair, a California corporation (hereinafter "Contractor").

WHEREAS, Contractor represents that Skinner Equipment Repair is specially trained, experienced, and competent to perform the services which will be required by this agreement; and

WHEREAS, Contractor is willing to render such services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Contractor and Authority agree as follows:

1. Scope of Service

The project contemplated and the Contractor's services are described in Exhibit "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

Contractor shall complete the services described in Exhibit "B" by June 30, 2022.

3. Compensation

Authority hereby agrees to pay Contractor for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit "C."

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Contractor's principal office. It shall be mandatory for any Contractor, or Contractor to whom a contract is awarded, to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

Contractor shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Contractor shall not bill Authority for duplicate services performed by more than

one person. Contractor's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Contractor's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Contractor submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment on each such invoice within forty-five (45) days of receipt, provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment to Contractor until forty-five (45) days after a correct and complying invoice has been submitted by Contractor.

5. Additional Services

It is understood by Authority and Contractor that it may be necessary, in connection with the project, for Contractor to perform or secure the performance of consulting and related services other than those set forth in Exhibit "B." Authority has listed those additional services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "B." If said additional services are requested by the Authority, Contractor shall advise Authority in writing of the need for additional services, and the cost of, and estimated time to perform, the services. Contractor shall not proceed to perform any such additional service until Authority has determined that such service is required beyond the scope of the basic services to be provided by the Contractor, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's General Manager/CAO or his designee.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. Additional Copies

If Authority requires additional copies of reports, or any other material which Contractor is required to furnish in limited quantities as part of the services under this agreement, Contractor shall provide such additional copies as are requested, and Authority shall compensate Contractor for the actual costs of duplicating such copies.

7. Responsibility of Contractor

- A. By executing this agreement, Contractor agrees that Contractor is apprised of the scope of work to be performed under this agreement and Contractor agrees that said work can and shall be performed in a fully competent manner. By executing this agreement, Contractor further agrees and warrants to Authority that the Contractor possesses, or shall arrange to secure from others, all of the necessary capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the skills and experience of Contractor to do and perform Contractor's work. Contractor further agrees and warrants that Contractor shall follow the current, generally accepted practices of the Contractor's business or trade to make findings, render opinions, prepare factual presentations, and provide advice and recommendations regarding the project for which the services are rendered under this agreement.

- B. Contractor has assigned Cody Skinner to have overall responsibility for the execution of this agreement. Cody Skinner is hereby designated as the Project Manager for Contractor. Any change of the Project Manager shall be subject to the prior written acceptance and approval of the Authority's General Manager/CAO or designee.

8. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Make provisions for Contractor to enter upon public and private property as required by Contractor to perform required services.
- B. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Contractor, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- C. The Authority authorized designee, shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Contractor's services. Authority may unilaterally change its representative upon notice to the Contractor.
- D. Give prompt written notice to Contractor whenever Authority observes or otherwise becomes aware of any defect in the project.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Contractor from responsibility for the work performed.

10. Indemnification and Hold Harmless

Contractor shall indemnify, defend and hold Authority and its officers, employees, or agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole active negligence or willful misconduct of the Authority, its officers, employees or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Contractor shall at its own expense, upon written request by the Authority, defend any such suit or action brought against the Authority, its officers, agents, or employees.

Acceptance of insurance certificates and endorsements required under this agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Contractor shall reimburse the Authority for all costs and expenses (including, but not limited to, fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by the Authority in enforcing the provisions of this section.

Contractor's obligations in this section shall survive termination of this Agreement.

11. Insurance

- A. Contractor shall, throughout the duration of this agreement, maintain comprehensive general liability and property insurance covering all operations of the Contractor, its agents and employees, performed in connection with this agreement including, but not limited to, premises and automobile.
- B. Contractor shall maintain the following limits as indicated below:

	COVERAGE REQUIRED if marked "X"	Contractor Initials
GENERAL LIABILITY		
Combined Single Limit Per Occurrence..... \$1 million	<u> x </u>	<u> </u>
General Aggregate..... \$1.5 million	<u> x </u>	<u> </u>
<i>(The policy shall cover on an occurrence or an accident basis, and not on a claims-made basis.)</i>		
AUTOMOBILE LIABILITY		
Combined Single Limit Per Occurrence..... \$1 million	<u> x </u>	<u> </u>
<i>(The policy shall cover on an occurrence or an accident basis, and not on a claims-made basis.)</i>		
WORKERS COMPENSATION Full Liability Coverage	<u> x </u>	<u> </u>
<i>(Contractor shall not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other contractors. The retroactive date of the policy must be shown and must be before the date of the agreement.)</i>		

- C. All insurance companies with the exception of Worker's Compensation affording coverage to the Contractor shall be required to add the Salinas Valley Solid Waste Authority, its officers, employees, and agents, as "additional insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance for the work performed under this agreement and that no other insurance affected by the Authority or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to Authority, its officers, employees, or agents.
- D. All insurance companies affording coverage to the Contractor shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
- E. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by certified or registered mail to the Salinas Valley Solid Waste Authority should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- F. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Authority concurrently with the submittal of this agreement. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of subsection (E) herein. The Contractor shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- G. Contractor shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered default by Contractor.

- H. Maintenance of insurance by the Contractor as specified in the agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

12. Access to Records

Contractor shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Contractor by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Contractor's usual and customary business hours. Contractor shall provide proper facilities to Authority's representative(s) for such access and inspection.

13. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the reputation and competence of Contractor. This agreement is personal to Contractor and shall not be assigned by it without the prior express written approval of the Authority. If the Contractor is a corporation or other business entity, a change of control (meaning a transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority's prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

14. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "C" of this agreement. Upon agreement between Authority and Contractor as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Contractor shall constitute the Contractor's notice to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations

Services performed by Contractor pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

16. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal or state law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities in which it represents. As such, Authority is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations

and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget prior to a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this agreement or the proceeds thereof.

19. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Contractor under the terms of this Agreement if Contractor is determined by the Authority not to be an independent contractor.

20. California Residency (Form 590)

All independent Contractors providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Contractor during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.

21. Tax Payer Identification Number (Form W-9)

All independent Contractors or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

22. Independent Contractor

It is expressly understood and agreed by both parties that Contractor, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee, agent, or servant of the Authority.

23. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

24. Integration and Amendment

This agreement represents the entire understanding of Authority and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with

respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

25. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

26. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

27. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Contractor written notice to proceed with this work. Such notice may authorize Contractor to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Contractor, as provided herein, for the services rendered by Contractor in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Contractor against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Contractor.

29. Subcontractors

Contractor shall be entitled, to the extent determined appropriate by Contractor, to subcontract any portion of the work to be performed under this agreement. Contractor shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Contractor shall not relieve Contractor, in any manner, of the obligations and requirements imposed upon Contractor by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Contractor.

30. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other

proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as, any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statute or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrators may, in the award, allocate to the prevailing party all or part of the costs of the arbitration, including the fees of the arbitrator, the reasonable attorneys' fees and expert witness fees of the prevailing party. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 *et seq.* and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration within the applicable statutes of limitations governing civil actions against local agencies in California, or will otherwise be barred. The arbitrators shall be without jurisdiction to hear or determine claims barred by the statute of limitations. This provision shall be enforced by the Superior Court of Monterey County or any other court of competent jurisdiction.

31. **Termination**

A. In the event that it is determined by the Authority to terminate this agreement, the Authority:

1. Shall give Contractor written notice that in the Authority's opinion the conduct of the Contractor is such that the interests of the Authority may be impaired or prejudiced, or
2. Upon written notice to Contractor, may for any reason whatsoever, terminate this agreement.

B Upon termination, Contractor shall be entitled to payment of such amount as fairly compensates Contractor for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "C," except that:

1. In the event of termination by the Authority for Contractor's default, Authority shall deduct from the amount due Contractor the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Contractor are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other Contractors for such purposes. In the event that such additional expenses shall

exceed amounts otherwise due and payable to Contractor hereunder, Contractor shall pay Authority the full amount of such expense. In the event that this agreement is terminated by Authority for any reason, Contractor shall:

- a. Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - b. Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Contractor or prepared by or for Contractor or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Contractor's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.

32. Audit and Examination of Accounts

- A. Contractor shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Contractor hereby agrees to disclose and make available any and all information, reports, or

books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.

- D. Contractor hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or Contractors under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

33. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Contractor and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

34. Notices

- A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
P.O. Box 2159
Salinas, CA 93902-2159

Hand Delivered

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street Ste 101
Salinas, CA 93901

- B. Written notices to the Contractor shall, until further notice by the Contractor, be addressed to:
Skinner Equipment Repair – Attn: Mr. Cody Skinner

PO BOX 1182

Gonzales, CA 93926

- C. The execution of any such notices by the General Manager/CAO or designee of the Authority shall be as effective to Contractor as if it were by resolution or order of the Authority Board, and Contractor shall not question the authority of the General Manager/CAO or designee to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

During the performance of this agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

36. Conflict of Interest

Contractor warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required

under the provisions of this agreement a violation of any applicable state, local, or federal law. Contractor further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code section 81000 *et seq.*) that apply to Contractor as the result of Contractor's performance of the work or services pursuant to the terms of this agreement.

37. Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

38. Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

Dated: _____

Dated: _____

R. Patrick Mathews
General Manager/CAO

Roy Santos
Authority General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

Dated: _____

CONTRACTOR:

Skinner Equipment
Company Name

Signature

Dated: _____

Printed Name

Title

Attachments:

- Exhibit B Scope of Services
- Exhibit C Contractor's Fee Schedule

EXHIBIT B – Scope of Services

1. Walking floor trailer repair
2. Commercial Truck Repair / Service
3. Welding
4. Heavy equipment repair / Service

EXHIBIT C – Fee Schedule

Fee Regular Hrs. (In shop)	\$120.00 / hr.
Service Calls Outside of Shop	\$128.00 / hr.



Report to the Board of Directors

ITEM NO. 9

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: May 16, 2019

From: Cesar Zuñiga, Assistant General Manager/
Operations Manager

Title: A Resolution Declaring Surplus Property and
Authorizing the General Manager/CAO to
Dispose of Property

RECOMMENDATION

Staff recommends Board adoption of the resolution.

STRATEGIC PLAN RELATIONSHIP

This is an operational item and does not relate to the Board's strategic plan.

FISCAL IMPACT

The surplus of unused or non-operational equipment may result in some revenue for the agency. There is no fiscal impact.

DISCUSSION & ANALYSIS

The Authority has replacement schedule allows staff to replace equipment that may exceed its value due to repairs needed to keep the unit in operational status. Staff would like to surplus a 2009 Imco Aluminum Walking Floor Trailer.

Description	Vin Number	Reason for Surplus	Estimated Value	Estimated Revenue from:
2009 Imco Walking Floor Trailer	1M9W4828491041025	Repairs exceed value of trailer	\$10,000 - \$20,000	Sale / Trade In

Staff would like to surplus the above listed equipment based on its operational status, age, and cost of required repairs. The Imco Walking Floor Trailer may be worth between \$10,000 – \$20,000 if sold to a private party or traded in. The trailer may be replaced with a new unit at a later time. If the trailer cannot be sold or traded in it will be junked and sold for scrap value.

BACKGROUND

The Authority purchased the requested surplus equipment in 2009 to assist the Sun Street Transfer Station's **expanding** transfer operations. The trailer is in need of significant repairs that exceed its current value.

ATTACHMENT(S)

1. Resolution

RESOLUTION NO. 2019 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY DECLARING SURPLUS PROPERTY AND AUTHORIZING THE GENERAL MANAGER/CAO TO DISPOSE OF PROPERTY

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the following property is hereby declared surplus to the needs of the Authority:

- 2009 Imco Walking Floor Trailer VIN No. 1M9W4828491041025

BE IT FURTHER RESOLVED that the General Manager is hereby authorized and directed, for and on behalf of the Salinas Valley Solid Waste Authority, to dispose of surplus property.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 16th day of May 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

Erika J. Trujillo, Clerk of the Board



Report to the Board of Directors

Date: May 16, 2019
From: Patrick Mathews, General Manager/CAO
Title: Update on the Gloria/Iverson Road Project

ITEM NO. 10

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

Agenda Date: May 16, 2019

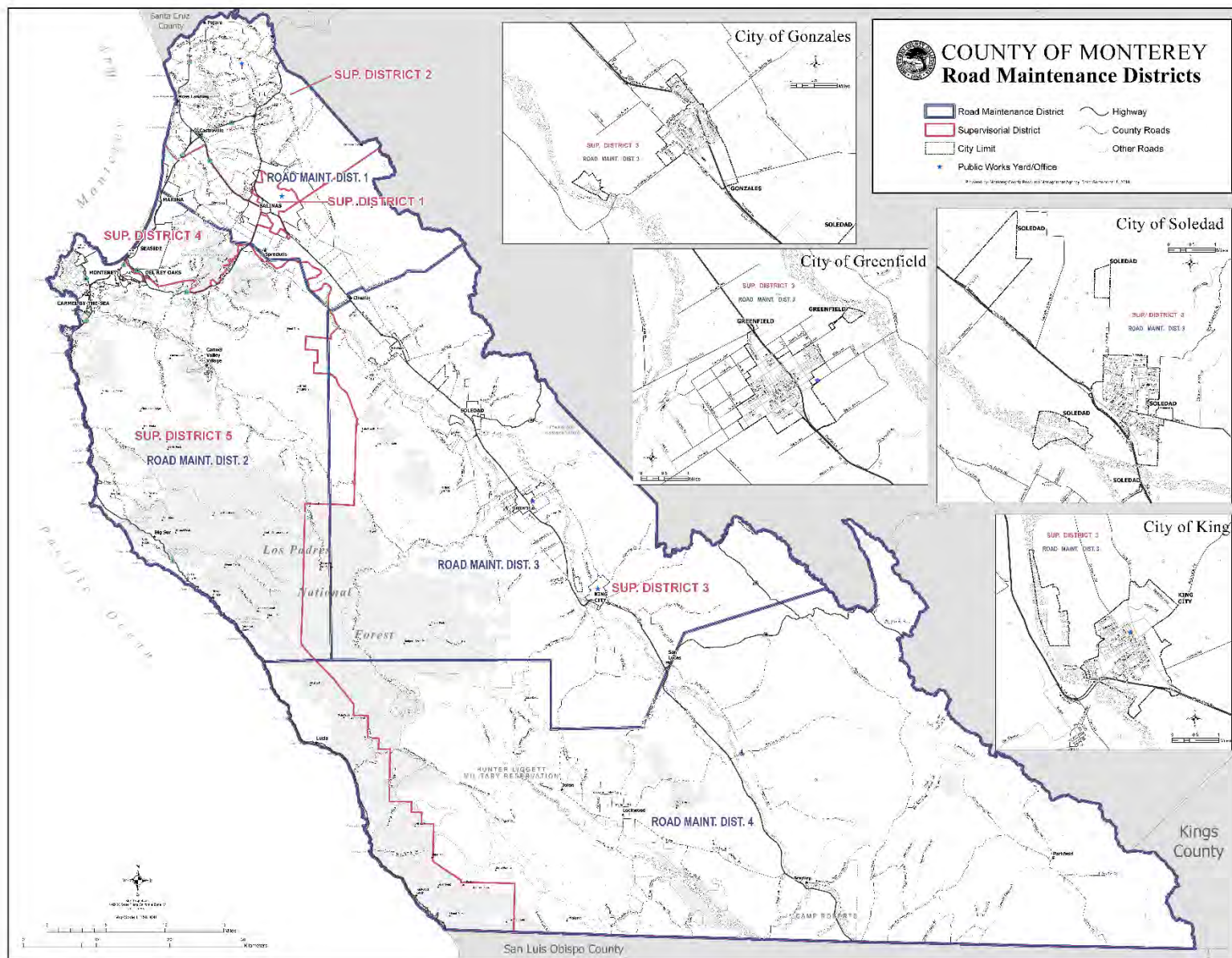
Agenda No.: **10**

Gloria / Iverson / Johnson Canyon Road Project Update



Presentation Overview

- Project Background
- Efforts as of May 2019
- Proposed plan and next steps





SVSWA
Landfill

Iverson Road

Gloria Road

Gonzales

Background

- 2002 Landfill expansion prompted conditions of approval
- 2007 SVSWA/City of Gonzales MOU for road project
- Roadway Length is approx 4.9 miles
- Percent of Truck trips require High Traffic Index for pavement design
- Pavement Rehab is expected to be Full Depth Reclamation (FDR) which reuses existing pavement

Current Conditions



Gloria Road



Culvert Crossing on
Iverson Road

Current and Upcoming Efforts

- Memorandum of Understanding for roles, responsibilities and cost sharing
- April 11, 2019 Scoping Meeting and site review
- City will manage preparation of construction documents
- Harris & Assoc will prepare construction documents under Gonzales City Engineering Support contract



Proposed Next Steps

- Execute City/County Memorandum of Understanding
- Complete Design and Environmental Review
 - County, City and SVSWA review 60% design submittal
- Finalize Funding and Cost Sharing prior to bidding
- Issue project for bid (tentative February 2020)

Agenda Date: May 16, 2019

Agenda No.:

Questions or Comments?





Report to the Board of Directors

Date: May 16, 2019
From: Janna Faulk, Recycling Coordinator
Title: O'Neil Sea Odyssey Program

ITEM NO. 11

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

O'Neill Sea Odyssey: Ocean as science classroom

ITEM NO. 11



O'Neill Sea Odyssey provides a hands-on educational experience to encourage the protection and preservation of our living sea and communities.

Published 05/14/2019

1

What We Do



- ▶ O'Neill Sea Odyssey (OSO) engages 4th – 6th grade students in ocean navigation, ocean and watershed ecology, marine science, and sustainability/conservation education.
- ▶ Classroom is Team O'Neill catamaran and land-side education center.
- ▶ Each class is required to complete a community service project to support their watershed. Pre and post-field trip curriculum provided.
- ▶ Most students had never been on the ocean. 73% on USDA free/reduced price lunch program.

2

Partnership with the Salinas Valley Solid Waste Authority

- ▶ O'Neill Sea Odyssey serves 12 classes or approximately 360 youth from the Salinas Valley, including Monterey County unincorporated, Gonzales, Greenfield, King City, Salinas, and Soledad, every year with these funds.
- ▶ O'Neill Sea Odyssey and SVSWA have partnered since 2015. During this time, more than 1,440 students in 48 classes have received experiential marine science and sustainability education as a result.
- ▶ SVSWA support is leveraged for the region where OSO served 60 classes and 1,767 students total in 2018-2019.




3



Community Service Projects

Each class completes an approved community service project in conjunction with their field trip. These include waste reduction and recycling projects, campus and community cleanups, creating reusable shopping bags from old clothes, and creating school gardens.

4



Overcoming Barriers Preventing Sustainability Education

- ▶ Squeezed family time and resources.
- ▶ Lack of district funding to provide experiences.
- ▶ Bus transportation scholarships raised separately by OSO.
- ▶ Hands-on/interactive lessons.
- ▶ Positive role models.
- ▶ Curriculum – teacher development.

5

"Sin la ayuda al transporte que nos brinda el programa de Sea Odyssey, nuestros estudiantes de cuarto grado no hubieran podido participar en una experiencia tan única y maravillosa como esta ya que nunca nos lo hubieramos podido permitir."

"Without transportation being provided by the Sea Odyssey program, our 4th graders would have missed out on a once in a lifetime experience since we could have never afforded it."

https://www.facebook.com/oneillseaodyssey/videos/2068363106612420/?pa=SEARCH_BOX



6

Salinas teacher an alumnus

Andres Salgado, former OSO student returned 14 years later as a 6th-grade teacher to bring his own Natividad class.

"Well it's the first time on a boat for many, some of them haven't even been to the beach! The kids remember these lessons better because it's a different environment, they get to see things in person, not in front of textbook or computer screen."



7

Thank you for your support!

oneillseaodyssey.org



Rachel@oneillseaodyssey.org
831.465.9390

8



Report to the Board of Directors

Date: May 16, 2019

From: Janna Faulk, Resource Recovery Coordinator

Title: Update on the Salinas Valley Solid Waste Authority Outreach Programs

ITEM NO. 12

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

ITEM No. 12

Resource Recovery Outreach Program Update

Janna Faulk
Recycling Coordinator
May 16, 2019



Published 05/14/2019

1

CLEAN AIR LEADERS AWARDS

Wedgewood Carmel
4860 Carmel Valley Road
Carmel, CA

Thursday, May 16
6:30 - 8:30 pm



Mistress of Ceremonies
Gina De Vecchio
Meteorologist
KSBW Action News 8



Special Award
Simon Salinas
Retired Supervisor
Monterey County
District 3



www.cleanairleaders.com

Admission is **FREE**
Buffet Dinner
No-Host Bar

Sponsored by
Monterey Bay Air
Resources District
24560 Silver Cloud Court
Monterey, CA 93940
(831) 647-9411
www.mbard.org



Estela Gutierrez

Awarded tonight with
Top Clean Air Leader Award
in the category of
Air Quality Education



2



Businesses



Multi-Family



Schools



Public Events

Refuse, Reduce, Reuse, Recycle, Rot



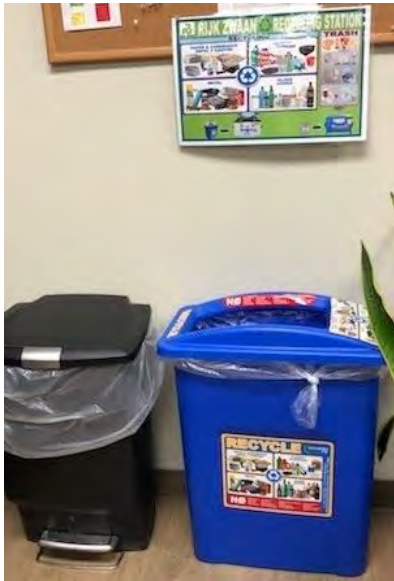
3



**Business
Outreach**



4



Waste Assessment

- Commercial Organics & Recycling Outreach and Education
 - Presentations
 - Trainings
- Commercial Organics & Recycling Implementation
 - Tracking AB 341 & AB 1826 progress

5



Business Waste Audit Report Form

Business Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Contact Person: _____
 Title: _____
 Phone: _____ Email: _____
 Date of Audit: _____
 Name of Auditor: _____

Check all that apply (mark with an 'X'):

Business Type: _____
 Number of Employees: _____
 Number of Locations: _____
 Type of Business: _____
 Type of Waste: _____
 Type of Container: _____
 Type of Disposal: _____

Check all that apply (mark with an 'X'):

Business Type: _____
 Number of Employees: _____
 Number of Locations: _____
 Type of Business: _____
 Type of Waste: _____
 Type of Container: _____
 Type of Disposal: _____

Check all that apply (mark with an 'X'):

Business Type: _____
 Number of Employees: _____
 Number of Locations: _____
 Type of Business: _____
 Type of Waste: _____
 Type of Container: _____
 Type of Disposal: _____

Waste Audits

- Sort and weigh all types of waste
- Allows businesses to assess progress and diversion rates
- SVR staff work with business staff to sort

6

SALINAS ALTERNATIVE RECYCLING PROCESS (SARP)

- 30 Enrolled Businesses
- 2018 14,000 Tons reported
- 2019 1st Quarter 860 Tons



7



Multi- Family Outreach



8

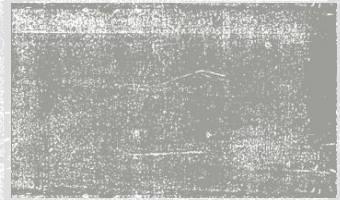
Door to Door

2018 Stats

- Salinas Gateway Apartments
 - Recycling Outreach
 - Recycling & Composting Presentation
 - Sharps Containers
- Recycling Implementation at 11 Multifamily Businesses
 - 273 Units received new recycling infrastructure

2019 – So Far

- Recycling Implementation at 2 Multifamily Businesses
 - 160 Units received new recycling infrastructure



9



Schools



10



Wally Waste Not Awards



11



Waste Assessments

12



Tours

15



O'NEILL Sea Odyssey

16



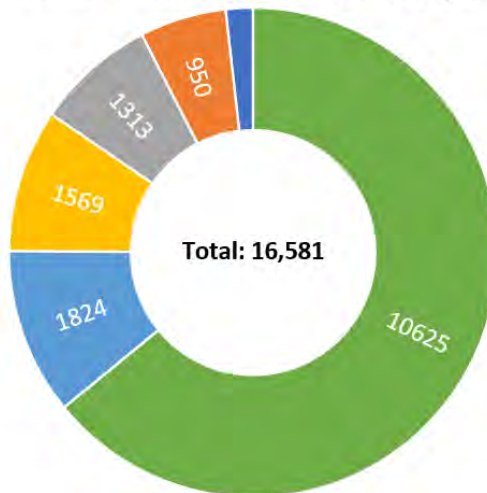
Rock Steady Juggling



17

Number Students reached 2018/19

Cost is roughly
\$3 per student



■ Gonzales (3) ■ Greenfield (6) ■ King City (9) ■ Soledad (8) ■ Monterey County (14) ■ Salinas (49)

(number of shows)

18

Thank you Mr. Nolan,
 I never knew that the 4 Rs stand
 for Reuse,
 Reduce
 Recycle
 Rot
 I learned that you are an amazing
 juggler and magician and a Balloon
 artist.
 Sincerely,
 Damian

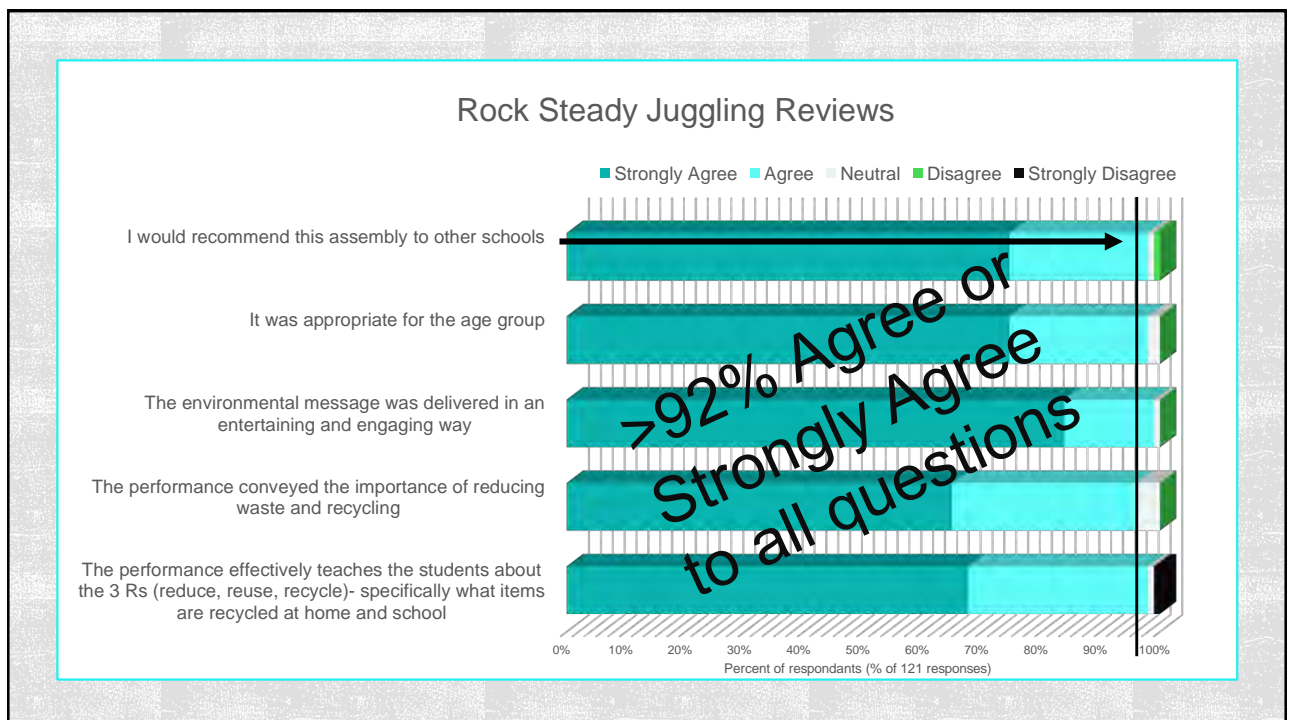
"The kids enjoy this assembly, they know the words to songs they've heard over the years. I like that it changes each year."

"Very engaging and the kids loved it!"

"Loved this assembly!! The students were sooo engaged. They also regularly talk about what they learned. Great job teaching important concepts AND being engaging!!"

Dear Mr. Nolan,
 Thank you for coming to our school.
 You are a funny juggler and I didn't
 know there were 4 Rs. I feel bad about
 the animals that are eating plastic
 and earth it is getting dirty.
 Sincerely,
 Nathaniel

19



20



Over 20 School Districts



Connecting School Management with on campus needs to comply with regulations



Tri-County School Organics & Recycling Task Force



District Facilities Managers & Janitorial Training

School Administration Outreach



21



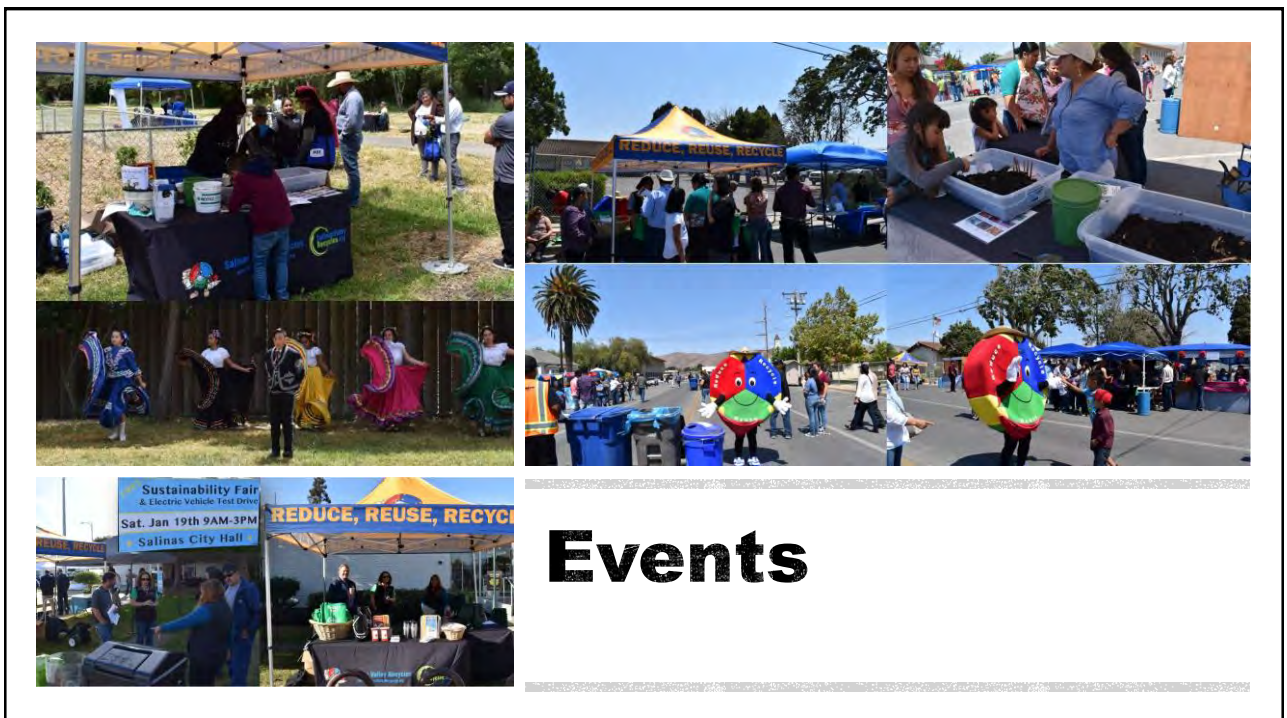
Public Events



22



23



Events

24

Sponsorships



El Grito



Parades



25



South County Trashion Show

26



Jardin El Sol



27



Composting Workshops



28



Materials Recovery



29

Household Hazardous Waste

Household hazardous waste DOES NOT belong in the trash, recycling carts or dumpsters. These products contain toxic chemicals that can harm your health and the environment. Take hazardous waste to the Household Hazardous Waste Collection Facility located at 139 Sun Street in Salinas.

- Free for residential households.
- "Businesses" must make an appointment.

**Taxes and fees may apply.*

Desperdicios Peligrosos en el Hogar

Los desperdicios peligrosos NO VAN en sus bolsas de basura o reciclaje. Estos productos contienen químicos que pueden perjudicar su salud y al medio ambiente. Lleve sus desperdicios peligrosos al Departamento de Desperdicios Peligrosos localizado en el 139 Sun Street en Salinas.

- Gratis para residentes.
- "Negocios" deben hacer una cita.

**Límites y costos pueden aplicar.*



Anti-freeze, Batteries, Oil and Paint (ABOP)

All Salinas Valley Recycling facilities accept these materials from residents, for free.

Anti-congelante, Baterías, Aceite y Pintura (ABAP)

Todos las instalaciones de Salinas Valley Recycling aceptan estos materiales de los residentes gratuitamente.



Electronic Waste

Recycle electronic waste for free at any of our locations.

Desperdicios Electrónicos

Recicle desperdicios electrónicos gratis en cualquiera de nuestras instalaciones.



Bulky Items

Bulky items DO NOT belong in the trash, recycling carts or dumpsters. Items can be brought to any of our facilities (see map) or you can arrange for curbside pickup from your garbage & recycling collection company; fees may apply.

Artículos de tamaño grande

Los artículos grandes NO VAN en las bolsas de basura o reciclaje. Los artículos pueden ser llevados a cualquiera de nuestras instalaciones (vea el mapa) o su compañía de basura y reciclaje podría recogerlos. Costos podrán aplicar.

FREE Recycling - Reciclaje GRATIS



Fees (\$) for Disposal

Refrigerant/Freon containing items, mattress/box springs, carpet and foam padding, yardwaste, wood waste, mixed construction and demolition materials, and concrete/asphalt.

Cuotas por Eliminación

Artículos que contengan refrigerante Freon, colchones/bases de colchón, alfombras, relleno de alfombras, desperdicios de jardín y madera, y material mixto de construcción y demolición.



Recycling At All Facilities



30



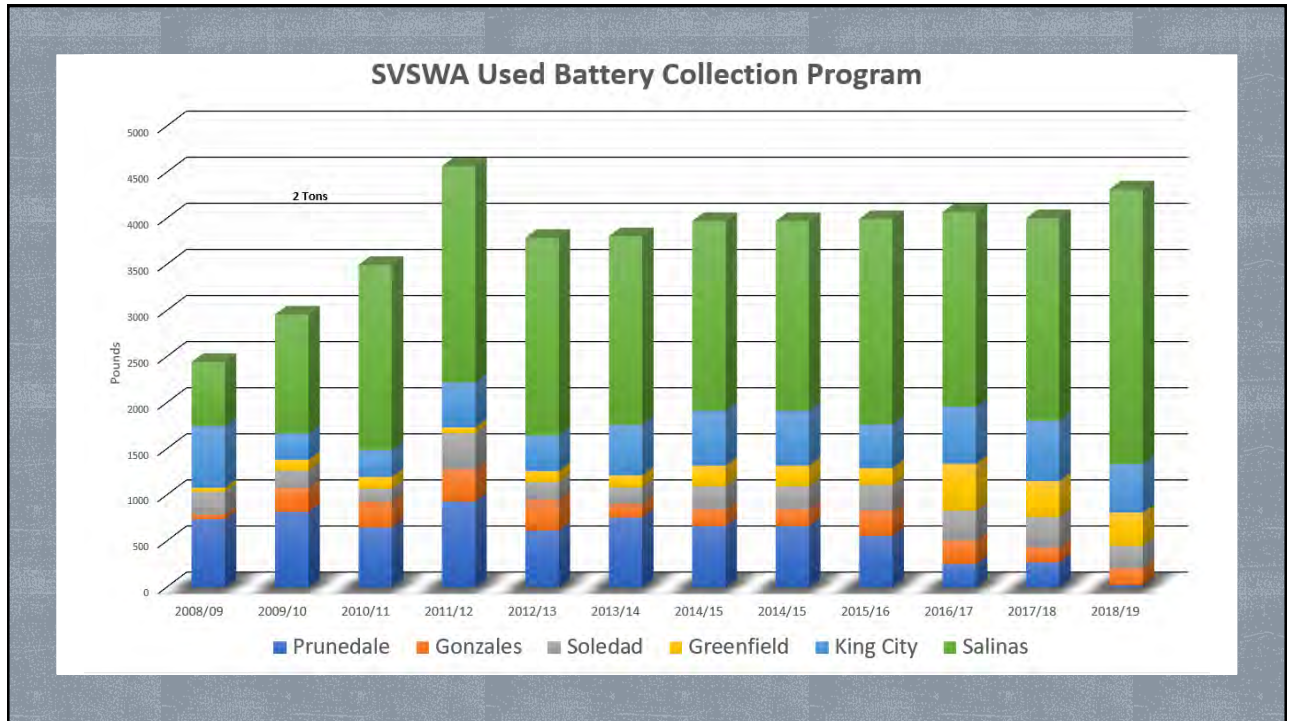
31

CARPET AMERICA RECOVERY EFFORT™

Carpet Recycling

Sun Street Only

32



33



E-Waste Recycling



34



Media logos displayed include:

- iHeartMEDIA
- 8 KSBW
- estrellaTV
- TELEMUNDO 23 SALINAS MONTEREY
- Radio LOBO 105.3
- LA TRICOLOR 99.5
- La Buena 103.5
- Radio TIGRE 1570 AM
- Jose 107.1
- KWAV 96.9 FM
- 102.5 KDON SALINAS · SANTA CRUZ · MONTEREY
- Dear Wally.

Media

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Social Media graphic featuring a central character made of recycling symbols (Reduce, Reuse, Recycle) holding a clipboard, surrounded by social media icons (Facebook, Twitter, Instagram, YouTube) within a square frame. To the right, the text **Social Media** is displayed.

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Website Update

Salinas Valley Recycles.org

Dear Wally

Welcome to Salinas Valley Recycles!

Salinas Valley Recycles is a public agency and utility service that owns and operates the only open and active landfill in the Salinas Valley. We are not the garbage hauler, but you can find information and contacts for your local garbage and recycling collection company on the Your Hauler page.

Announcements

2019/2020 Tax-Deferred Aggregate Grant Program

Long Term Facility Needs Project Information

Current Project Status

Compost Project

Module 7 construction

Salinas withdrawal threat

Calendar

April 18, 2019

Board of Directors Meeting

@ 6:00 pm - 8:00 pm at 137 4th St, Salinas, CA 93906 USA - City Council

April 26, 2019

King City Spring Cleanup

@ 9:00 am - 12:00 pm at Millard Avenue, King City

April 22, 2019

Citizens Advisory Group

@ 1:28 Sun Street, Suite 101, Salinas, CA

SUN STREET

JOHNSON CANYON

JOLON ROAD

NEWS & INFO

AGENDAS

SUSTAINABILITY CORNER

HOUSEHOLD HAZARDOUS WASTE

Salinas Valley Recycles.org

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AGENDAS

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HOUSEHOLD HAZARDOUS WASTE

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Report to the Board of Directors

Date: May 16, 2019

From: Patrick Mathews, General Manager/CAO

Title: Update on the Crazy Horse Solar Project

ITEM NO. 13

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

Crazy Horse Landfill Solar

May 16, 2019

Published 05/14/2019



ISMSOLAR®
BRING LAND TO LIGHT

Michael Lucini

mlucini@ismgroup.com

1

About ISM Solar

- Develops distributed and utility-scale projects since 2013
- Management owned, part of the ISM Group est. 1987 in Providence
- Emphasis on previously disturbed sites: landfills, brownfields, gravel pits
- Licensed and authorized by WatershedGeo®, inventors of ClosureTurf®, for MSW landfills and industrial brownfields



Dighton, MA – 2.9 MWdc
Former Gravel Pit
Low-Income Housing Offtake
Online 2017


ISMSOLAR®

2

ISM Solar® and Watershed Geo®

- ClosureTurf® is a synthetic environmental closure system, used at CHLF
- Developing projects on MSW and industrial brownfields nationwide
- Extensive training on design and operational parameters
 - Ensure long-term integrity of ClosureTurf® system
 - Design, engineering, and QA support throughout
 - No impact on ClosureTurf® warranties or service agreements
- Technology development
 - Racking – PowerCap™ system enables installation on slopes, high density
 - Racking – Master supply agreement for low-cost system for top deck
 - Production – continued investigation of bifacial application (infill materials)



3

PowerCap™

- Patent pending invented by Watershed Geo®
- Non-penetrating direct attachment to ClosureTurf®
- Proprietary solar panel with 40-year warranty
- Wind tunnel and field tested on steep slopes (>3:1)
- Geotechnical white paper in June



Confidential Client, MSW Landfill, Southeast USA
Grid Interconnected



Rhode Island Resource Recovery Corporation
(State Central Landfill)

4

Cranston, RI Sanitary Landfill

- MSW landfill closed 1984, capped 2016 with ClosureTurf®
- Final closure permit from RIDEM in May-June; construction summer
- Community Solar, 3.3 MWdc
- Owner/operator: Nautilus Solar



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About Nautilus Solar



- Leading distributed and community solar financier founded in 2006
- Management owned with a minority investment from Virgo Investments
- Acquires, owns, and operates distributed and utility-scale projects
- Over \$1 billion in capital invested across 261 projects in 11 states
- More than 125 MWdc of community solar projects financed or in development in MA, MD, MN, NY, and RI since 2017



Kilroy Realty – 5.2 MWdc
Del Mar, CA



Seaboard Solar Farm – 7.4 MWdc
West Brookfield, MA



Tucker Rd Landfill – 6.6 MWdc
Prince George's County, MD

6

ISM Solar and Nautilus Solar

Burrillville Community Solar Farm – 3.3 MWdc



(Photo April 1)



(Photo May 8)

- **FIRST** Community Solar Project in Rhode Island
- System operational in June 2019
- Providing 10% energy savings to 725 residential subscribers for 25-years



7

Crazy Horse Landfill Solar History

Previous Interconnection Studies

Date	System Size kW AC	Cost	Note
08/2016	3,000	\$1,825,000	17,000' of reconductoring for MW+
01/2017	840	\$30,000	Time-of-use change hurt economics JPA not grandfathered until Nov. 2017
04/2018	780	\$30,000	ClosureTurf® racking tech in development – held off

Economics now much improved:

CT Racking Price + Panel Price + Panel Efficiency =

Full buildout can afford interconnection



8

Current Project Scope

- 25 Acres Top Deck
 - 8+ Acres SW and SE facing slopes
 - Possible energy storage adjacent to landfill at point of interconnection
- } 10+ MWdc



9

Market Changes and Opportunities

- Net Metering and Time of Day Reforms
 - Shifting on-peak periods reduces the value of solar generated, reducing viability of RES-BCT project – can be paired with SGIP but incentives aimed at smaller projects
- Emergence of Community Choice Aggregators (CCAs)
 - Currently 19 different CCAs serving more than 10 million customers in CA
 - More than 1.3 GW of new solar capacity signed by CCAs
 - Mostly procuring large scale solar tracker projects plus storage
 - Many CCAs exploring ways to incentivize in-service territory projects
- Enhanced Community Renewables (aka Community Solar)
 - Allows subscribers to receive a bill credit for subscribing in offsite solar project
 - Limited uptake due to program design and requirements
 - CCAs can launch its own program
 - CPUC may make changes to existing program



10

Next Steps

- CEQA – SVSWA
 - Already completed in landfill closure plan
 - Slope installation and/or project scale may require revision, done in-house
 - Solar doesn't affect hydrology of ClosureTurf landfill (impermeable cap)
- Need to update site control – accepted base lease provided by SVSWA
- Discussion with CCA
 - Value of local DG
 - Value of landfill-sited project
- Monitor future Community Solar


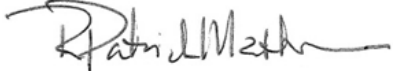


11

Thank You



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	ITEM NO. 14	
	N/A	
	Finance and Administration Manager, Controller/Treasurer	
		
Report to the Board of Directors		
Date:	May 16, 2019	
From:	Erika J. Trujillo, Clerk of the Board	
Title:	Second Reading and Adoption 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 Second 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 adopt a codified Conflict of Interest Code by resolution at this same meeting (Agenda Item No. 15) upon approval of the amendment of the Code.

Once the Authority Code is amended by the Authority Board of Directors, it will be forwarded to the County Board of Supervisors for final adoption. An agency's amended code is not effective until it has been approved by the County Board of Supervisors. The Ordinance will be in full force and effect 30 days after adoption by the Board of Directors. A summary of the ordinance will be published once within fifteen (15) days after adoption.

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. The Introduction and First Reading of the Ordinance was held at the Board of Directors meeting on April 18, 2019.

ATTACHMENT(S)

1. Ordinance No. 11
2. Summary of Ordinance No. 11

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:

APPROVED:

Robert Cullen, President

Erika J. Trujillo, Clerk of the Board

ATTACHMENT NO. 2

NOTICE OF PUBLIC HEARING


A public hearing will be held before the Salinas Valley Solid Waste Authority (SVSWA) Board of Directors on **Thursday, May 16, 2019**, at 6:00 p.m. at the Gonzales City Council Chambers, 117 Fourth Street, Gonzales, CA to adopt 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 to allow changes to **the Authority's conflict of interest code to be implemented** by resolution.

This ordinance was first introduced by the Board of Directors of SVSWA at regular meeting duly held April 18, 2019. 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.

	ITEM NO. 15
	N/A
	Finance and Administration Manager, Controller/Treasurer
	
Date: May 16, 2019	General Manager/CAO
From: Erika J. Trujillo, Clerk of the Board	N/A
Title: A Resolution Adopting a Conflict of Interest Code	Legal Counsel

RECOMMENDATION

Staff recommends that the Board adopt the resolution to satisfy the requirements of the County, as the Authority's code reviewing body

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 County requested revisions to the current Authority Code to include the following:

1. Clarifying the description of the purpose of the Conflict of Interest section to conform with the Political Reforms Act of 1974 (Government Code sections 81000, et seq.)
2. Update the disclosure categories to correspond with the current Fair Political Practices Commission Statement of Economic Interests Form 700.
2. Clarifying the filing instructions and public availability of the Fair Political Practices Commission Statement of Economic Interests Form 700.
3. Clarifying language to ensure that officers disclose the information required on the Fair Political Practices Commission Statement of Economic Interests Form 700.

Once the Authority Code is amended by the Authority Board of Directors, it will be forwarded to the County Board of Supervisors for final adoption. An agency's amended code is not effective until it has been approved by the County Board of Supervisors.

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. Resolution to Adopt a Conflict of Interest
2. Exhibit A – California Code of Regulations
3. Exhibit B – Amendment to the Model Conflict Code Duly Adopted by the FPPC
4. Appendix 1 – Designated Positions

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.



Report to the Board of Directors

ITEM NO. 16

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: May 16, 2019

From: R. Patrick Mathews, General Manager/CAO

Title: Restructuring and Renaming of the Citizen's Advisory Group

RECOMMENDATION

The Executive Committee and staff recommend Board approval of the membership structure and provide direction on renaming of the advisory group.

STRATEGIC PLAN RELATIONSHIP

This action supports the Authority's core values of "Public Education" and "Community Partnerships".

FISCAL IMPACT

There are no direct costs associated with this action, other than staff time required to coordinate and participate in the scheduled group or committee meetings. This activity is funded through the Authority's marketing and public education programs.

DISCUSSION & ANALYSIS

Over the last year, the Citizens Advisory Group (CAG) has seen a decline in participation and loss of members due to individual time and availability conflicts. Some Board members have had difficulty finding committed members of the public to appoint to the CAG. With the elections last year, the Board has seen a significant turn-over with 5 new members appointed in 2019. As a result, few original appointees remain for the 4 senior Board members, requiring a new appointment process going forward.

Staff believes this opens a potential new opportunity to consider formation of a more comprehensive advisory group to provide feedback to staff and the Board on projects and programs in the coming years. *In particular, the new regulations, programs and infrastructure needed to meet the regulations for SB 1383 present a significant challenge to all businesses, the Ag industry, the public, and our local agencies and industry.* The proposed membership would include not only citizen appointees, but other critical stakeholder groups (such as Ag) and Board member(s). Staff brought this concept forward to the Executive Committee at its May 2, 2019 meeting for discussion and input.

The following membership structure was recommended by the Executive Committee for Board consideration:

- 1- Authority Board President or (his/her Board member appointee)
- 2- Citizen Representative from south-county Cities
- 3- Citizen Representative from Unincorporated County
- 4- Citizen Representative from City of Salinas
- 5- Farm Bureau Representative
- 6- Grower-Shipper Representative
- 7- Salinas Chamber of Commerce Representative
- 8- South County Chamber of Commerce Representative
- 9- North County Chamber of Commerce or Grange Representative

Appointee characteristics: Open minded, un-biased, willing to commit time to fully understand complexities of solid waste and recycling systems and think critically, with minimum 2-year commitment to periodic meetings.

Appointment process: Executive Committee will conduct selection process and make appointment recommendations to the Board of Directors. Staff will assist with outreach to the community and stakeholder organizations to seek interested applicants.

Time Commitment: 1.5 to 2 hours for regular meetings (4-6 times per year), plus reading and document review assignments.

<u>Schedule:</u>	June-July 2019	Solicitation of interested applicants
	Aug-Sep 2019	Deadline for Appointments, Executive Committee Selection Process
	Sep-Oct 2019	Board appointment of advisory group members and establishment of meeting schedules
	Oct 2019	First Meeting: Education and training modules: a) Strategic Planning, b) Regulations, c) Finance, Budgeting and Rate Setting, d) Operations, Collections and Recycling Systems, e) Facility Tours, and f) Technology Review
	June 2020 & Annually	Board evaluation of advisory group activities and priorities. Joint presentations of prior year findings and recommendations from advisory group and staff on current issues and topics of Board importance

BACKGROUND

On May 16, 2013, the Board of Directors approved the formation of the CAG to provide feedback to staff and the Board on Strategic Planning, review and comment on projects under consideration by the Board, and evaluation of public services and educational plans. The group meets from 4-6 times per year to review Authority activities and plans and provide feedback. In FY 17-18 the CAG met seven times focusing most of its time on progress related to the Long-Term Facility Needs (LTFN) Project's Environmental Impact Report (EIR) and planning efforts.

Appointments:

	By Director	Jurisdiction	Appointee	Appointment Date	Re-Appoint Date	Leave Date
VACANT	S. Salinas	County of Monterey	Paula Getzelman	10/17/13	3/16/17	
	J. Phillips	County of Monterey	Grant Leonard	3/16/17		
	G. De La Rosa	City of Salinas	Janet Barnes	08/21/14	3/16/17	
VACANT	K. Craig	City of Salinas	John Bailey	5/18/17		
	L. Silva	City of Gonzales	George Worthy	7/24/2017		
	R. Cullen	City of King	Daniel Raquinio	9/26/13	3/16/17	
VACANT	A. Torres	City of Greenfield	Marty H. Ramirez	June 2018		
VACANT	C. Bourke	City of Soledad	Pervaiz Masih	January 2018		5/10/18
VACANT	T. Barrera	City of Salinas				

Attendance:

CAG Member	Jan 2018	Feb 2018	Mar 2018	April 2018	June 2018	Aug 2018	Oct 2018	Meetings Attended
Paula Getzelman	1	1	1	1	1	1	1	7
Grant Leonard				1	1	1		3
Janet Barnes			1		1			2
John Bailey	1	1	1			1		4
George Worthy	1				1			2
Pervaiz Masih	1			1				2
Daniel Raquinio		1	1					2
Marty H. Ramirez						1	1	1
Total	4	3	4	3	4	4	2	

	Vacant
	Absent

ATTACHMENT(S)

None

ITEM NO. 16

CITIZEN'S ADVISORY GROUP REFORMATION CONCEPTS

Board of Directors
May 16, 2019

Presented on 05/16/19

1

Group Naming Ideas

"Zero Waste Advisory Committee"

"Recycling Board"

"Landfill Reduction Advisory Group"

Other Ideas?

EC Recommended Group Membership Concept

1. Authority Board President or (his/her Board member appointee)
2. Citizen Representative from south-county Cities
3. Citizen Representative from Unincorporated County
4. Citizen Representative from City of Salinas
5. Farm Bureau Representative
6. Grower-Shipper Representative
7. Salinas Chamber of Commerce Representative
8. South County Chamber of Commerce Representative
9. North County Chamber of Commerce or Grange Representative

2

QUESTIONS, COMMENTS AND IDEAS

SVR Agenda Item - View Ahead 2019

Item No. 17

	Jun	Jul	Aug	Sep	Oct	Nov
1	Minutes	MEETINGS RECESS	Minutes	Minutes	Minutes	Minutes
2	Claims/Financials (EC)		May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3	Member Agencies Activities Report		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4	School Assembly Program Agreement Amendemnt		QTE June Cash & Investments (EC)	New FY Grants & CIP Budget (EC)	QTE September Cash & Investments	3rd Qtr. Tonnage & Diversion Report
5	Marketing Consultant Agreement Amendment		Member Agencies Activities Report	2018-2019 SVR Annual Report	BD/EC Meetings Schedule	Fund Balance Reserves (EC)
6	Organics Program Infostructure Needs		2nd Qtr. Tonnage & Diversion Report	Annual Franchise Haulers Performance Rpt	CCPP Supplemental Appropriations (EC)	New Officers Nominating Committee
7	Real Property Negotiations (EC)		Notice of Completion JCLF MOD VII Construction Project	Board Policy Updates (EC)	Audit Report Previous FY (EC)	
8			Employee of the Year Recognition			
9			Annual Tonnage & Diversion Performance Report			
10			Recycling Recognition			
11						
12						
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14						
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16						
17						
18						

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