



SUPPLEMENTAL MATERIAL
WAS ADDED TO THE
BOARD OF DIRECTORS
June 20, 2109
AGENDA PACKET

Pertaining to the following Scheduled Items:

6/18/2019

ITEM NO. 15: DISCUSSION ON THE FUTURE ORGANICS INFRASTRUCTURE AND EQUIPMENT NEEDS

1. PowerPoint Presentation
2. Summary of Changes Made to the Proposed Organic Waste Reduction Regulations
3. Articles:
 - Waste Dive, "Survey: California will need dramatic infrastructure expansion to meet organics goals"
 - Waste 360, "A Look at How Governments are Tackling Food Waste (Part One, Two, and Three)"

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



AGENDA Special Meeting

BOARD OF DIRECTORS

June 20, 2019, 6:30 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 May 16, 2019 Meeting](#)
2. [April 2019 Claims and Financial Reports](#)
3. [Member and Interagency Activities Report for May 2019 and Upcoming Events](#)
4. [A Resolution Approving a Professional Service Agreement with Douglas Nolan, dba Rock Steady Juggling for the School Assembly Program in an Amount Not to Exceed \\$50,000](#)
5. [A Resolution Approving Amendment No. 1 Authorizing a One-Year Extension to the Professional Services Agreement with AdManor, Inc. for Marketing Services in an Amount Not to Exceed \\$100,000 per year](#)
6. [A Resolution Approving Amendment No. 2 to the Lease with Nexis Partners, LLC and Friedrich Family Limited Partnership Authorizing a Two-Year Extension to the Lease for 128 Sun Street, Suite 101, Salinas, CA 93901, effective January 1, 2020](#)
7. [A Resolution Approving Change Order No. 1 to the Agreement with Geo-Logic Associates in the Amount of \\$17,744 for Solid Waste Consulting and Engineering Services for the Johnson Canyon Landfill](#)

8. [A Resolution Ratifying Change Order No. 2 for an Estimated Amount of \\$153,249.40 to the Construction Contract Awarded to Wood Bros. Inc. for the Johnson Canyon Landfill Module 7 Construction \(CIP 9527\)](#)
9. [Salinas Valley Solid Waste Authority Advisory Committee Formation Information](#)
10. [A Resolution Approving the Bid Award to Don Chapin Company for the Johnson Canyon Compost Facility Concrete and Pumping Services in the Amount of \\$99,430.39](#)
11. [**A Resolution Approving Supplemental Appropriation of \\$21,848 for CalRecycle's Beverage Container Recycling City/County Payment Program 2018-19**](#)
12. [A Resolution Approving the Crazy Horse Landfill Solar Development Memorandum of Understanding with ISM Solar Solutions](#)
13. [A Resolution Declaring Surplus Property and Authorizing the General Manager/CAO to Dispose of Property](#)
14. [Minutes and Summary of Meeting Between Salinas Valley Solid Waste Authority and the City of Salinas Representatives Regarding Compromise Offer Related to Notice of Withdrawal](#)

CONSIDERATION

15. [DISCUSSION ON THE FUTURE ORGANICS INFRASTRUCTURE AND EQUIPMENT NEEDS](#)
 - A. Receive Report from Cesar Zuñiga, Asst. GM/Operations Manager
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Provide Direction

FUTURE AGENDA ITEMS

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

CLOSED SESSION

Receive public comment from audience before entering into closed session:

17. 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

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, June 13, 2019. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, Thursday, August 15, 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.salinasyvalleyrecycles.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
MAY 16, 2019

CALL TO ORDER

Vice President De La Rosa 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

The following Board Directors were absent:

County of Monterey	John M. Phillips
City of King	Robert Cullen, President

Staff Members Present:

Patrick Mathews, General Manager/CAO	
Cesar Zuñiga, Asst. GM/Operation Manager	Janna Faulk, Recycling Coordinator
Ray Hendricks, Finance and Administration Manager	Rosie Ramirez, Administrative Assistant
Brian Kennedy, Engineering and Environmental Compliance Manager	Erika J. Trujillo, Clerk of the Board
	Roy Santos, General Counsel

MEETING ANNOUNCEMENTS

(6:03) Vice President De La Rosa announced the availability of translation services. No member from the public requested the service.

GENERAL MANAGER COMMENTS

(6:03) General Manager/CAO Mathews commented on the Johnson Canyon Landfill Tour taking place June 20. He provided a copy of the invitation that will be sent out to the Board and all interested parties. He also commented on Resource Recovery Manager, Mandy Brooks' attendance of the 2019 Clean Air Leaders award event in honor of Estella Gutierrez receiving the Air Quality Education Award.

DEPARTMENT MANAGER COMMENTS

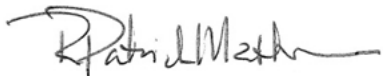
(6:05) None

BOARD DIRECTORS COMMENTS

(6:05) None

PUBLIC COMMENT

(6:06) Kristin Skromme with Waste Management commented on the Aromas cleanup event that took place on May 11, 2019, and thanked Authority staff for their assistance.

ITEM NO. 1
Agenda Item

General Manager/CAO
 R. Santos by ET
General Counsel Approval

CONSENT AGENDA (6:07)

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. Resolution No. 2019-14 Establishing the Investment Policy
6. Resolution No. 2019-15 Authorizing a Professional Services Agreement with Onsite Electronics Recycling for the Hauling and Recycling of Electronic Waste
7. Resolution No. 2019-16 Approving a Two-Year Service Agreement with Stericycle Environmental Services for Household Hazardous Waste Transportation and Disposal/Recycling
8. Resolution No. 2019- 17 Approving Service Agreements for Equipment Maintenance Services with Golden State Truck and Trailer Through June 30, 2022
Resolution No. 2019- 18 Approving Service Agreements for Equipment Maintenance Services with Quinn Company Through June 30, 2022
Resolution No. 2019- 19 Approving Service Agreements for Equipment Maintenance Services with Skinner Equipment Repair Through June 30, 2022
9. Resolution No. 2019-20 Declaring Surplus Property and Authorizing the General Manager/CAO to Dispose of Property

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 7,0

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

Noes: None

Abstain: None

Absent: Cullen, Phillips

PRESENTATION

10. UPDATE ON THE GLORIA/IVERSON ROAD PROJECT

(6:08) General Manager/CAO Mathews introduced the Randy Ishii, Chief of Public Works for the County of Monterey whom would be presenting the update on this item. Mr. Ishii provided a quick history on the project and an overview of the boundaries of the project that are approximately 4.9. miles. He explained the current status on the studies being conducted, memorandums of understanding, and agreements being reviewed and executed. He indicated the tentative release of the request for bids for the project is February 2020.

Board Comments: The Board discussed the presentation.

Public Comment: None

Motion: None; Information only

11. **O'NEIL** SEA ODYSSEY PROGRAM

(6:24) Recycling Coordinator Faulk introduced Rachel Kippen, **Executive director of O'Neal Sea Odyssey**. Ms. Kippen reviewed **the Mission of O'Neil Sea Odyssey**, the program details, the partnership with the Authority and its value to the youth it serves.

Board Comments: The Board Discussed the presentation and commended them for the work they do.

Public Comment: None

Motion: None; Informational only

12. UPDATE ON THE SALINAS VALLEY SOLID WASTE AUTHORITY OUTREACH PROGRAMS

(6:37) Recycling Coordinator Faulk provided a report on all of the Authority outreach programs. She reviewed in detail the requirements for each program, the process, and the marketing conducted to help promote the programs and educate the public.

Board Comments: None

Public Comments: Maurey Treleven, Special Projects and Outreach Consultant for Tri-Cities Disposal & Recycling and Consulting Project Manager for the City of Gonzales Sustainability Initiative Gonzales Goes Green Project commented on her support and validation for the work the Authority does with their outreach programs. Mrs. Treleven indicated she has worked with the Authority for ten years in the development and implementation of countless programs that have helped support state mandates.

Motion: None; Informational Only

13. UPDATE ON THE CRAZY HORSE SOLAR PROJECT

(6:59) General Manager/CAO Mathews provided a brief history on the research for revenue programs for the closed landfills. He introduced Michael Lucini, Manager of ISM Solar and business partner Eric Paul, Business Development Director of Nautilus Solar. Mr. Lucini presented **the history of ISM Solar, it's accomplishments, and the solar design being proposed for the Crazy Horse Solar Project**. Mr. Paul explained the role of Nautilus Solar as the finance investor in projects and the process required to move forward with the project. Mr. Mathews indicated a property lease agreement for the project would be presented at to the Board at the June Board meeting.

Board Comments: The Board discussed the presentation.

Public Comments: None

Motion: None; Informational Only

PUBLIC HEARING

14. SECOND READING AND ADOPTION OF ORDINANCE NO. 11 AMENDING AUTHORITY CODE ARTICLE 2.08
CONFLICT OF INTEREST

(7:28) Vice President De La Rosa conducted the second reding of the ordinance by tittle only.

Public Hearing: The Public Hearing was opened at 7:28 p.m. No member of the public made comments; the Public Hearing was closed at 7:29 p.m.

Board Comments: None

Motions: Director Villegas made a motion to adopt Ordinance No. 11. Director Tipton seconded the motion.

Votes: Motion carried 7,0

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

Noes: None

Abstain: None

Absent: Cullen, Phillips

CONSIDERATION

15. RESOLUTION NO. 2019-21 ADOPTING A CONFLICT OF INTEREST CODE

(7:30) General Manager Mathews/CAO presented the conflict of interest being proposed that will meet the Fair Political Practices disclosure categories.

Board Comments: None

Public Comments: None

Motions: Director Lopez made a motion to adopt Resolution No. 2019-21

Votes: Motion carried 7,0

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

Noes: None

Abstain: None

Absent: Cullen, Phillips

16. RESTRUCTURE OF THE CITIZENS ADVISORY GROUP

(7:31) General Manager Mathews/CAO provided a brief summary of the Citizens Advisory Group's (CAG) formation, purpose, and history of projects. He presented the recommendations from the Executive Committee and staff for the formation of an advisory committee that would involve more stakeholders that will be affected directly by new state mandates as well as citizens. Mr. Mathews indicated it is recommended the group meets four to six times per year.

Board Comment: The Board discussed the presentation providing input on additional stakeholder deemed to be important to be invited to participate in the group.

Public Comment: None

Action: By consensus the Board directed the General Manager/CAO to extend an invitation to the desired stakeholders to participate in the committee.

FUTURE AGENDA ITEMS

17. AGENDA ITEMS – VIEW AHEAD SCHEDULE

(7:39) The Board reviewed the future agenda items.

CLOSED SESSION

(7:41) Vice President De La Rosa invited Public comment related to the following closed session items:

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 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 C

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

Public Comment: None

(7:41) Vice President De La Rosa adjourned the meeting into closed session to discuss Item Nos. 18, and 19.

RECONVENE



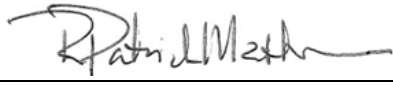
(8:58) Vice President De La Rosa reconvened the meeting to open session with no reportable actions taken during closed session for Item Nos. 18 and 19.

ADJOURNED

(8:59) Vice President De La Rosa adjourned the meeting.

APPROVED: _____
Robert Cullen, President

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

 <p>Report to the Board of Directors</p>	<p>ITEM NO. 2</p>
<p>Date: June 20, 2019</p> <p>From: C. Ray Hendricks, Finance and Administration Manager</p> <p>Title: April 2019 Claims and Financial Reports</p>	<p></p> <p>Finance and Administration Manager/Controller-Treasurer</p> <p></p> <p>General Manager/CAO</p> <p>N/A</p> <p>General Counsel</p>

RECOMMENDATIONS

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

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of April for a summary of the Authority's financial position as of April 30, 2019. The following are highlights of the Authority's financial activity for the month of April.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of April 2019, operating revenues exceeded expenditures by \$1,041,604. Fiscal year 2018-19 to date operating revenues exceeded expenditures by \$3,480,761.

Revenues (Consolidated Statement of Revenues and Expenditures)

After ten months of the fiscal year, (83.33% of the fiscal year), revenues total \$18,934,639 or 96.0% of the total annual revenues forecast of \$19,720,275. April Tipping Fees totaled \$1,251,811 and for the year to date totaled \$12,514,277 or 98.8% of the forecasted total of \$12,672,500.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of April 30, 2019 (83.33% of the fiscal year), year-to-date operating expenditures total \$15,453,878. This is 77.6% of the operating budget of \$19,913,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of April 2019, capital project expenditures totaled \$476,873. \$413,194 was for the JC Module 7 Engineering & Construction. \$49,784 was for JC Equipment Replacement.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of April 2019 is attached for review and acceptance. April disbursements total \$ 1,398,420.79 of which \$419,292.70 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 April 2019.

Vendor	Services	Amount
Wood Brothers	Module 7 Construction	\$391,107.56
CA Dep. of Tax and Fee Administration	Quarterly BOE Jan-Mar	\$74,235.00
Cardlock Fuel Systems	All Sites Equipment & Vehicle Fuel	\$70,176.48

Cash Balances

The Authority's cash position increased \$795,607.86 during April to \$29,268,303.16

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

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	4,422,357.85
State & Federal Grants	(143,087.92)
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	80,430.95
Employee Unreimbursed Medical Claims	1,824.36

Committed by Board Policy:

AB939 Services	241,655.55
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)	8,418,318.16

<u>Assigned for Capital Projects</u>	7,647,550.39
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<u>Available for Operations:</u>	3,332,676.37
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Total	<u><u>29,268,303.16</u></u>
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ATTACHMENTS

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

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 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	1,251,811	12,514,277	98.8 %	158,223	0	158,223
Tipping Fees - Surcharge	1,849,550	120,541	1,523,356	82.4 %	326,194	0	326,194
Tipping Fees - Diverted Materials	2,029,525	273,412	1,989,855	98.0 %	39,670	0	39,670
AB939 Service Fee	2,319,700	193,308	1,933,080	83.3 %	386,620	0	386,620
Charges for Services	206,000	27,525	203,552	98.8 %	2,448	0	2,448
Sales of Materials	265,000	5,258	234,620	88.5 %	30,380	0	30,380
Gas Royalties	240,000	0	217,503	90.6 %	22,497	0	22,497
Investment Earnings	138,000	117,335	318,395	230.7 %	(180,395)	0	(180,395)
Other Non-Operating Revenue	0	0	0	0.0 %	0	0	0
Total Revenue	19,720,275	1,989,189	18,934,639	96.0 %	785,636	0	785,636
<u>Expense Summary</u>							
Executive Administration	509,000	31,792	371,435	73.0 %	137,565	286	137,279
Administrative Support	465,100	32,634	393,057	84.5 %	72,043	26,178	45,865
Human Resources Administration	226,900	9,910	153,332	67.6 %	73,568	324	73,244
Clerk of the Board	197,000	11,473	139,736	70.9 %	57,264	2,203	55,061
Finance Administration	902,800	35,671	586,021	64.9 %	316,779	2,904	313,876
Operations Administration	542,400	23,146	355,673	65.6 %	186,727	9,428	177,300
Resource Recovery	1,126,900	59,594	809,171	71.8 %	317,729	3,709	314,020
Marketing	75,000	10,199	50,705	67.6 %	24,295	23,140	1,155
Public Education	221,000	33,458	127,737	57.8 %	93,263	43,270	49,993
Household Hazardous Waste	933,500	50,227	606,486	65.0 %	327,014	121,019	205,995
C & D Diversion	155,800	0	87,244	56.0 %	68,556	0	68,556
Organics Diversion	1,037,900	7,453	584,108	56.3 %	453,792	414,425	39,367
Diversion Services	18,500	1,950	13,650	73.8 %	4,850	1,950	2,900
JR Transfer Station	570,800	40,672	428,475	75.1 %	142,325	24,582	117,744

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 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	8,959	109,328	56.1 %	85,672	0	85,672
ML Transfer Station	286,000	0	285,308	99.8 %	692	0	692
SS Disposal Operations	1,321,900	84,088	1,001,939	75.8 %	319,961	57,015	262,946
SS Transfer Operations	1,299,100	90,960	984,415	75.8 %	314,685	39,496	275,189
SS Recycling Operations	845,500	36,678	580,443	68.7 %	265,057	38,402	226,655
JC Landfill Operations	2,822,800	255,449	2,328,051	82.5 %	494,749	285,533	209,216
JC Recycling Operations	449,200	23,781	283,827	63.2 %	165,373	2,078	163,295
Crazy Horse Postclosure Maintenance	530,800	21,946	310,482	58.5 %	220,318	55,874	164,444
Lewis Road Postclosure Maintenance	243,400	10,481	150,762	61.9 %	92,638	23,949	68,689
Johnson Canyon ECS	352,800	28,643	275,092	78.0 %	77,708	41,125	36,583
Jolon Road Postclosure Maintenance	228,800	2,297	157,142	68.7 %	71,658	7,168	64,490
Sun Street ECS	153,000	9,051	77,232	50.5 %	75,768	16,583	59,185
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	27,076	269,455	100.4 %	(1,155)	0	(1,155)
Total Expense	19,913,000	947,586	15,453,878	77.6 %	4,459,122	1,240,638	3,218,484
Revenue Over/(Under) Expenses	(192,725)	1,041,604	3,480,761	-1,806.1 %	(3,673,486)	(1,240,638)	(2,432,848)

Salinas Valley Solid Waste Authority

Consolidated Grant and CIP Expenditure Report

For Period Ending April 30, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Fund 180 - Expansion Fund</u>							
180 9023 Salinas Area MRC	0	0	0	0.0 %	0	0	0
180 9804 Long Range Facility Needs EIR	352,431	0	17,035	4.8 %	335,395	335,460	(65)
180 9806 Long Range Financial Model	55,620	0	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	0	39,009	7.7 %	469,042	340,722	128,320
<u>Fund 211 - Grants</u>							
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	3,254	494,533	43.1 %	652,184	61,881	590,303
211 9216 AB2766 Motor Vehicle Emission Re	379,335	0	379,335	100.0 %	0	0	0
211 9217 Micro Grants for Mattress Collection	12,766	0	0	0.0 %	12,766	0	12,766
211 9247 Cal Recycle - CCPP	72,858	550	3,497	4.8 %	69,361	10,000	59,361
211 9252 Cal Recycle - 2016-17 CCPP	26,196	(280)	18,457	70.5 %	7,739	280	7,459
211 9253 Cal Recycle - 2017-18 CCPP	21,782	(2,397)	2,310	10.6 %	19,472	6,572	12,900
Total Fund 211 - Grants	1,680,687	1,127	914,683	54.4 %	766,003	78,733	687,270
<u>Fund 216 - Reimbursement Fund</u>							
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
<u>Fund 800 - Capital Improvement Projects Fu</u>							
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	0	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	0	9,545	8.2 %	106,955	0	106,955

Salinas Valley Solid Waste Authority
Consolidated Grant and CIP Expenditure Report
For Period Ending April 30, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9320 CH Flare Enclosure	0	0	0	0.0 %	0	0	0
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
800 9501 JC LFG System Improvements	0	0	0	0.0 %	0	0	0
800 9506 JC Litter Control Barrier	61,343	0	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	0	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	49,784	87,192	66.6 %	43,708	0	43,708
800 9527 JC Module 7 Engineering and Cons	4,933,506	413,194	918,850	18.6 %	4,014,656	3,608,984	405,671
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	8,718	3.9 %	213,858	0	213,858
800 9703 SSTs Improvements	41,014	12,769	30,080	73.3 %	10,934	0	10,934
Total Fund 800 - Capital Improvement Proje	8,978,762	475,747	1,343,160	15.0 %	7,635,602	3,692,355	3,943,247
Total CIP Expenditures	11,489,060	476,873	2,296,851	20.0 %	9,192,208	4,111,811	5,080,398

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2019 to 4/30/2019

Check #	Name	Check Date	Amount	Check Total
22319	A & B FIRE PROTECTION & SAFETY, INC JR SAFETY SUPPLIES	4/4/2019	89.42	89.42
22320	ADMANOR, INC MEDIA CAMPAIGN CCRMC - MEDIA CAMPAIGN MEDIA - RECYCLING ED	4/4/2019	8,398.51 2,744.00 1,680.00	12,822.51
22321	AGRI-FRAME, INC SS VEHICLE MAINTENANCE	4/4/2019	749.48	749.48
22322	ASBURY ENVIRONMENTAL SERVICES HHW ABOP DISPOSAL	4/4/2019	110.00	110.00
22323	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	4/4/2019	541.74	541.74
22324	CARDLOCK FUELS SYSTEM, INC. JC BIODIESEL FUEL	4/4/2019	32,765.78	32,765.78
22326	CARLON'S FIRE EXTINGUISHER SALES & SERVICE ADM ANNUAL FIRE EXTINGUISHER INSPECTION ADM FIRE EXTINGUISHER TAGS	4/4/2019	215.00 35.59	250.59
22327	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE SS VEHICLE PARTS RETURN	4/4/2019	1,812.49 (1,257.64)	554.85
22328	CUTTING EDGE SUPPLY JC EQUIPMENT MAINTENANCE	4/4/2019	1,237.72	1,237.72
22329	DATA FLOW FINANCE SPECIAL SUPPLIES	4/4/2019	265.52	265.52
22330	EMC RESEARCH, INC. PUBLIC OUTREACH SURVEY	4/4/2019	2,500.00	2,500.00
22331	ERNESTO MACIAS MILEAGE REIMBURSEMENT	4/4/2019	57.94	57.94
22332	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	4/4/2019	184.72	184.72
22333	FULL STEAM STAFFING LLC SS CONTRACT LABOR JC CONTRACT LABOR	4/4/2019	1,837.50 727.13	2,564.63
22334	GEOLOGIC ASSOCIATES, INC. JC ENGINEER CONSULTING	4/4/2019	7,978.00	7,978.00
22335	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT MAINTENANCE	4/4/2019	16,945.39	16,945.39
22337	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	4/4/2019	37.84	37.84
22338	HOME DEPOT ALL SITES FACILITY SUPPLIES	4/4/2019	2,307.34	2,307.34
22341	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS ANNUAL MEMBERSHIP	4/4/2019	235.00	235.00
22342	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	4/4/2019	1,162.50	1,162.50

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Check #	Name	Check Date	Amount	Check Total
22343	J. S. COLE CO. JC EQUIPMENT RENTAL	4/4/2019	1,170.00	1,170.00
22344	MALLORY CO. INC HHW SAFETY SUPPLIES	4/4/2019	417.39	417.39
22345	MARTA M. GRANADOS 2018-19 INTERPRETING SERVICES: PUBLIC MEETINGS	4/4/2019	180.00	180.00
22346	METECH RECYCLING, INC. RR E-WASTE HAULING	4/4/2019	5,952.05	5,952.05
22347	MICHAEL SILVA SWANA CONFERENCE	4/4/2019	25.00	25.00
22348	MISSION LINEN SUPPLY ALL SITES UNIFORMS	4/4/2019	217.57	217.57
22349	ODOR NO MORE, INC. SS & JC DEPARTMENT SUPPLIES	4/4/2019	10,473.30	10,473.30
22350	OFFICE DEPOT OFFICE SUPPLIES	4/4/2019	1,122.88	1,122.88
22351	ONE STOP AUTO CARE/V & S AUTO CARE, INC OPS ADM VEHICLE MAINTENANCE	4/4/2019	273.68	273.68
22352	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	4/4/2019	8,111.33	8,111.33
22353	PUMP ONE ENVIRONMENTAL JC MAINTENANCE SUPPLIES	4/4/2019	2,840.35	2,840.35
22354	QUINN COMPANY ALL SITES EQUIPMENT MAINTENANCE	4/4/2019	1,296.23	1,296.23
22355	RETURNS R US, INC. PHARMACEUTICAL TAKE BACK KITS	4/4/2019	450.00	450.00
22356	SCS ENGINEERS CH, LR & JC LMR REPORTING ENGINEERING SERVICE	4/4/2019	10,800.00	10,800.00
22357	SHARPS SOLUTIONS, LLC HHW HAULING & DISPOSAL	4/4/2019	240.00	240.00
22358	SHRED-IT US JV LLC. ADMIN SHREDDING SERVICES	4/4/2019	147.52	147.52
22359	SKIN'S WELDING, INC. JC EQUIPMENT MAINTENANCE	4/4/2019	81.84	81.84
22360	VERIZON WIRELESS SERVICES JR INTERNET SERVICES	4/4/2019	38.01	38.01
22361	WEST COAST RUBBER RECYCLING, INC SS TIRE DIVERSION	4/4/2019	1,950.00	1,950.00
22362	WOOD BROTHERS, INC. JC MODULE 7 CONSTRUCTION	4/4/2019	391,107.56	391,107.56
22363	A & G PUMPING, INC JRTS PORTABLE TOILETS	4/11/2019	211.65	211.65
22364	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	4/11/2019	286.93	286.93

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22365	AON RISK INSURANCE SERVICES WEST, INC . INSURANCE	4/11/2019	66.00	66.00
22366	BC LABORATORIES, INC ALL SITES LAB WATER ANALYSIS	4/11/2019	721.00	721.00
22367	BLUE STRIKE ENVIRONMENTAL AIRSHOW RECYCLING SERVICES	4/11/2019	952.00	952.00
22368	CALIFORNIA HIGHWAY ADOPTION CO. RR LITTER ABATEMENT	4/11/2019	550.00	550.00
22369	CARDLOCK FUELS SYSTEM, INC. JC BIODIESEL FUEL	4/11/2019	2,033.01	2,033.01
22370	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE	4/11/2019	635.52	635.52
22371	CUTTING EDGE SUPPLY JC EQUIPMENT MAINTENANCE	4/11/2019	411.86	411.86
22372	DEPARTMENT OF MOTOR VEHICLES SS VEHICLE MAINTENANCE	4/11/2019	10.00	10.00
22373	DOUGLAS NOLAN SCHOOL ASSEMBLY PROGRAM	4/11/2019	3,250.00	3,250.00
22374	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	4/11/2019	53.07	53.07
22375	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT MAINTENANCE	4/11/2019	3,731.89	3,731.89
22376	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SS MAINTENANCE SUPPLIES	4/11/2019	126.19 49.75	175.94
22377	GONZALES TIRE & AUTO SUPPLY JC VEHICLE SUPPLIES	4/11/2019	17.58	17.58
22378	GRAINGER ALL SITES FACILITY MAINTENANCE SUPPLIES	4/11/2019	375.55	375.55
22379	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 JC SAFETY SUPPLIES	4/11/2019	200.18	200.18
22380	INFINITY STAFFING SERVICES, INC. JC CONTRACT LABOR	4/11/2019	487.50	487.50
22381	INTERSTATE BATTERIES JC VEHICLE MAINTENANCE	4/11/2019	103.64	103.64
22382	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	4/11/2019	3,146.40	3,146.40
22383	KING CITY HARDWARE INC. JRTS FACILITY MAINTENANCE	4/11/2019	66.84	66.84
22384	MALLORY CO. INC HHW SAFETY SUPPLIES	4/11/2019	59.00	59.00
22385	MANUEL PEREA TRUCKING, INC. SS & JR EQUIPMENT RENTAL	4/11/2019	400.00	400.00

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22386	METECH RECYCLING, INC. RR E-WASTE HAULING	4/11/2019	3,005.75	3,005.75
22387	MISSION LINEN SUPPLY ALL SITES UNIFORMS	4/11/2019	199.37	199.37
22388	MONTEREY COUNTY CANNABIS INDUSTRY ASSOCIATION ORGANICS RECYCLING AD	4/11/2019	250.00	250.00
22389	OFFICE DEPOT OFFICE SUPPLIES OFFICE SUPPLIES RETURN	4/11/2019	87.77 (50.24)	37.53
22390	ONHOLD EXPERIENCE ONHOLD SERVICES	4/11/2019	207.00	207.00
22391	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	4/11/2019	568.01	568.01
22392	PROBUILD COMPANY LLC JC FACILITY MAINTENANCE	4/11/2019	202.32	202.32
22393	PURE WATER BOTTLING ALL SITES BOTTLED WATER	4/11/2019	308.60	308.60
22394	QUINN COMPANY ALL SITES EQUIPMENT MAINTENANCE SS & JC EQUIPMENT PARTS RETURN	4/11/2019	2,853.52 (806.60)	2,046.92
22396	SCS FIELD SERVICES JC, CH & LR ENGINEERING SERVICES	4/11/2019	925.00	925.00
22397	SKINNER EQUIPMENT REPAIR, INC. ALL SITES VEHICLE MAINTENANCE	4/11/2019	8,815.74	8,815.74
22399	SOCIAL VOCATIONAL SERVICES, INC. JC LITTER ABATEMENT	4/11/2019	5,848.99	5,848.99
22400	SPRINT NEXTEL SS & JR CELL PHONE SERVICES	4/11/2019	262.04	262.04
22401	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	4/11/2019	6,281.69	6,281.69
22402	US BANK CORPORATE PAYMENT SYSTEM TROOPER BAY : 950K EIN ID NUMBER TIGER SUPPLIES : JC SMALL TOOLS PARK N TRAVEL : USCC CONFERENCE AIRPORT PARKING AMAZON: OFFICE SUPPLIES AMAZON: OFFICE SUPPLIES SWANA : MEMBERSHIP RENEWAL APPLEBEE'S : EMPLOYEE ENGAGEMENT MEETING AMAZON : JC MAINTENANCE SUPPLIES LA PLAZA BAKERY : BOARD MEETING 1/24/19 COSTCO : BOARD OF DIRECTORS MEETING SMART & FINAL : BOARD MEETING 1/24/19 THRIFTY RENTAL CAR : USCC CONFERENCE TRANSPORTATION COSTCO : JC OFFICE SUPPLIES EXPERIAN : CREDIT CHECKS SAFEWAY : EXECUTIVE COMMITTEE MEETING TROOPER BAY : SS EQUIPMENT MAINTENANCE FACEBOOK : BOOSTED POSTS HARBOR FREIGHT : SS FACILITY LANDSCAPING SUPPLIES BEST BUY : CH FACILITY MAINTENANCE GFOA : INTERMEDIATE GOV. ACCOUNTING HIGHVISSUPPLY.COM : SS SAFETY SUPPLIES	4/11/2019	18.99 132.97 44.17 92.31 35.72 253.00 72.12 47.98 126.38 105.73 19.16 111.07 20.54 49.95 37.97 20.46 1.50 93.90 1,263.90 150.00 304.50	

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Check #	Name	Check Date	Amount	Check Total
	HUGHESNET : JR INTERNET SERVICE		79.99	
	FED EX : MAP LAMINATION		38.88	
	INTERMEDIA : MONTHLY EXCHANGE SERVER HOSTING		369.70	
	AT&T : JC INTERNET SERVICE		70.00	
	CONSTANT CONTACT : NEWSLETTER		108.00	
	OFFICE DEPOT.COM : ADMINISTRATION SUPPLIES		1,223.59	
	AMAZON : CH MAINTENANCE SUPPLIES		39.80	
	VEG GROWERS SUPPLY : WASTE CHARACTERIZATION SUPPLIES		50.00	
	REFLECTIVE APPAREL : SS OPS SAFETY		146.05	
	LOGMEIN.COM : ANNUAL SUBSCRIPTION		599.99	
	SHELL OIL : USCC CONFERENCE TRANSPORTATION FUEL		5.64	
	AMAZON : SS SAFETY SUPPLIES		64.20	
	SMART N FINAL: OFFICE SUPPLIES		18.27	
	SMART N FINAL: EMPLOYEE ENGAGEMENT MEETING SUPPLIES		13.31	
				5,829.74
22406	VALERIO VARELA JR SS FACILITY MAINTENANCE	4/11/2019	200.00	200.00
22407	VALLEY FABRICATION, INC. SS FACILITY MAINTENANCE	4/11/2019	143.45	143.45
22408	WESTERN EXTERMINATOR COMPANY ALL SITES VECTOR CONTROL	4/11/2019	136.00	136.00
22409	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ALL SITES FUEL	4/11/2019	3,095.08	3,095.08
22422	CHRISTIAN BROTHERS INSTITUTE OF CALIFORNIA WALLY WASTE-NOT AWARD - PALMA SCHOOL	4/15/2019	2,000.00	2,000.00
22423	COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY, IN WALLY WASTE-NOT AWARD - SOLEDAD MSHS	4/15/2019	2,000.00	2,000.00
22424	COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY, IN WALLY WASTE-NOT AWARD - SAN JERARDO	4/15/2019	2,000.00	2,000.00
22425	COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY, IN WALLY WASTE-NOT AWARD - LA PAZ	4/15/2019	2,000.00	2,000.00
22426	COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY, IN WALLY WASTE-NOT AWARD - SALINAS CHILD DEV. CENTER	4/15/2019	2,000.00	2,000.00
22427	ELKHORN SCHOOL PARENT TEACHER GROUP WALLY WASTE-NOT AWARD - ELKHORN ELEMENTARY SCHOOL	4/15/2019	2,000.00	2,000.00
22428	MONTEREY COUNTY OFFICE OF EDUCATION WALLY WASTE-NOT AWARD - GABILAN PRESCHOOL	4/15/2019	2,000.00	2,000.00
22429	RANCHO CIELO WALLY WASTE-NOT AWARD - RANCHO CIELO SILVER START	4/15/2019	2,000.00	2,000.00
22429	RANCHO CIELO WALLY WASTE-NOT AWARD - RANCHO CIELO SILVER START	4/22/2019	(2,000.00)	(2,000.00)
22430	ROBERTO RODRIGUEZ - FLOREZ WALLY WASTE-NOT AWARD - JESSE G. SANCHEZ ELEMENTARY	4/15/2019	2,000.00	2,000.00
22431	ROSARIO DELGADILLO WALLY WASTE-NOT AWARD - CESAR CHAVEZ ELEMENTARY SC	4/15/2019	2,000.00	2,000.00
22432	SALINAS UNION HIGH SCHOOL DISTRICT WALLY WASTE-NOT AWARD - ALISAL HIGH SCHOOL	4/15/2019	2,000.00	2,000.00
22433	SAN LUCAS UNION ELEMENTARY SCHOOL DISTRICT WALLY WASTE-NOT AWARD - SAN LUCAS ELEMENTARY SCHOOL	4/15/2019	2,000.00	2,000.00

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22434	ADMANOR, INC WHAT GOES WHERE - MEDIA TIRE RECYCLING AD	4/18/2019	460.07 95.00	555.07
22435	ALLEN BROTHERS OIL INC. (SALINAS) SS VEHICLE MAINTENANCE	4/18/2019	203.09	203.09
22436	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	4/18/2019	183.81	183.81
22437	BRYAN EQUIPMENT JC VEHICLE MAINTENANCE	4/18/2019	87.09	87.09
22438	CARDLOCK FUELS SYSTEM, INC. JC BIODIESEL FUEL	4/18/2019	25,836.53	25,836.53
22439	CITY OF GONZALES JC WATER SERVICES MONTHLY HOSTING FEE	4/18/2019	106.13 20,833.33	20,939.46
22440	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE VEHICLE PARTS RETURN	4/18/2019	738.89 (7.82)	731.07
22441	CSC OF SALINAS/YUMA SS & JR FACILITY MAINTENANCE	4/18/2019	266.68	266.68
22442	EDGES ELECTRICAL GROUP, LLC JC FACILITY MAINTENANCE	4/18/2019	50.55	50.55
22443	FERGUSON ENTERPRISES INC #795 JC COMPOST FACILITY PIPING AND FITTINGS	4/18/2019	683.27	683.27
22444	FULL STEAM STAFFING LLC SS CONTRACT LABOR	4/18/2019	3,572.00	3,572.00
22445	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT MAINTENANCE	4/18/2019	2,699.41	2,699.41
22446	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	4/18/2019	60.07	60.07
22447	GREEN RUBBER - KENNEDY AG, LP JC & SS FACILITY MAINTENANCE SUPPLIES	4/18/2019	684.17	684.17
22448	GUERITO MONTHLY PORTABLE TOILET SERVICE	4/18/2019	1,028.00	1,028.00
22449	HOPE SERVICES SSTS LITTER ABATEMENT	4/18/2019	13,094.13	13,094.13
22450	KELLY-MOORE PAINT COMPANY INC. SS FACILITY MAINTENANCE SUPPLIES SS PAINT RETURN	4/18/2019	1,206.07 (128.39)	1,077.68
22451	MEASURE TO IMPROVE, LLC MO. CO. SUSTAINABILITY WORKING GROUP SPONSORSHIP	4/18/2019	1,500.00	1,500.00
22452	MISSION LINEN SUPPLY ALL SITES UNIFORMS	4/18/2019	38.65	38.65
22453	MONICA AMBRIZ CAL/OSHA COMPLIANCE SEMINAR WORKERS' COMP SEMINAR	4/18/2019	19.00 19.00	38.00

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22454	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	4/18/2019	9,212.00	9,212.00
22455	OFFICE DEPOT ALL SITES OFFICE SUPPLIES ADM OFFICE SUPPLIES RETURN	4/18/2019	546.62 (53.13)	493.49
22456	ONE STOP AUTO CARE/V & S AUTO CARE, INC RR VEHICLE MAINTENANCE	4/18/2019	103.04	103.04
22457	PENINSULA MESSENGER LLC ALL SITES COURIER SERVICES	4/18/2019	620.00	620.00
22458	PINNACLE MEDICAL GROUP MEDICAL DOT RENEWAL	4/18/2019	130.00	130.00
22459	PROBUILD COMPANY LLC SS FACILITY MAINTENANCE	4/18/2019	2,725.53	2,725.53
22460	QUINN COMPANY JC EQUIPMENT MAINTENANCE ALL SITES EQUIPMENT MAINTENANCE	4/18/2019	22,311.13 8,960.20	31,271.33
22461	RONNIE G. REHN ADMIN OFFICE KEYS	4/18/2019	8.19	8.19
22462	ROSSI BROS TIRE & AUTO SERVICE SS, JC & JR VEHICLE MAINTENANCE SS VEHICLE PARTS RETURN	4/18/2019	2,427.93 (39.78)	2,388.15
22463	SALINAS VALLEY CHAMBER OF COMMERCE EARTH DAY MIXER SPONSORSHIP	4/18/2019	300.00	300.00
22464	SCS FIELD SERVICES ALL SITES ROUTINE ENGINEERING SERVICES JC ENGINEERING SERVICES	4/18/2019	19,435.00 2,377.20	21,812.20
22465	SKINNER EQUIPMENT REPAIR, INC. JC EQUIPMENT MAINTENANCE	4/18/2019	522.34	522.34
22466	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	4/18/2019	242.00	242.00
22467	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	4/18/2019	482.83	482.83
22468	UNITED RENTALS (NORTHWEST), INC JC EQUIPMENT RENTAL JC STORAGE RENTAL	4/18/2019	2,937.49 888.52	3,826.01
22469	VALERIO VARELA JR SS FACILITY MAINTENANCE	4/18/2019	12,768.87	12,768.87
22470	WESTERN EXTERMINATOR COMPANY ALL SITES VECTOR CONTROL	4/18/2019	681.00	681.00
22471	WILLDAN FINANCIAL SERVICES ANNUAL BOND CONTINUING DISCLOSURE SERVICES	4/18/2019	250.00	250.00
22472	AIR TOXICS LTD CH TO-15 SAMPLE TESTING	4/25/2019	984.00	984.00
22473	AON RISK INSURANCE SERVICES WEST, INC . WORKER'S COMP	4/25/2019	17,164.00	17,164.00

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22474	ASSOCIATION OF PUBLIC TREASURERS OF THE UNITED STATES AND APT US&C - ANNUAL MEMBERSHIP	4/25/2019	145.00	145.00
22475	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	4/25/2019	876.90	876.90
22476	BC LABORATORIES, INC ALL SITES LAB WATER ANALYSIS	4/25/2019	362.56	362.56
22477	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION OCCUPATIONAL LEAD POISONING PREVENTION FEE	4/25/2019	336.00	336.00
22478	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	4/25/2019	938.20	938.20
22479	CARDLOCK FUELS SYSTEM, INC. SS BIODIESEL FUEL	4/25/2019	9,541.16	9,541.16
22480	CLINTON HENDRICKS CMTA ANNUAL CONFERENCE - TRAVEL REIMBURSEMENT	4/25/2019	1,365.15	1,365.15
22481	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE	4/25/2019	3,032.97	3,032.97
22482	COMCAST MONTHLY INTERNET SERVICE	4/25/2019	281.88	281.88
22483	CSC OF SALINAS/YUMA SS FACILITY MAINTENANCE	4/25/2019	88.20	88.20
22484	EAST BAY TIRE CO. ALL SITES EQUIPMENT MAINTENANCE	4/25/2019	183.31	183.31
22486	ENRIQUE CARRILLO JR. SS VEHICLE MAINTENANCE	4/25/2019	5,308.87	5,308.87
22487	ERNEST BELL D. JR ADMIN, SS & JC CUSTODIAL SERVICES	4/25/2019	2,640.00	2,640.00
22488	FIRST ALARM ALL SITES SECURITY SERVICES	4/25/2019	2,292.23	2,292.23
22489	FULL STEAM STAFFING LLC SS CONTRACT LABOR	4/25/2019	4,265.21	4,265.21
22490	GEOLOGIC ASSOCIATES, INC. JC ENGINEER CONSULTING	4/25/2019	6,058.65	6,058.65
22491	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT MAINTENANCE	4/25/2019	2,489.63	2,489.63
22492	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	4/25/2019	208.54	208.54
22493	INFINITY STAFFING SERVICES, INC. JC CONTRACT LABOR	4/25/2019	775.13	775.13
22494	JENSCO ELECTRIC JC ORGANICS ELECTRIC SERVICES	4/25/2019	423.00	423.00
22495	KELLY-MOORE PAINT COMPANY INC. SS FACILITY MAINTENANCE	4/25/2019	181.99	181.99
22496	LINDA VASQUEZ CALPERS PAYROLL TRAINING	4/25/2019	33.00	33.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2019 to 4/30/2019

Check #	Name	Check Date	Amount	Check Total
22497	LOZANO SMITH, LLP LEGAL SERVICES: MARCH 2019	4/25/2019	11,040.04	11,040.04
22498	MAESTRO HEALTH FSA SERVICE FEES	4/25/2019	150.00	150.00
22499	MISSION LINEN SUPPLY ALL SITES UNIFORMS	4/25/2019	291.06	291.06
22500	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	4/25/2019	1,303.20	1,303.20
22501	ONE STOP AUTO CARE/V & S AUTO CARE, INC RR VEHICLE MAINTENANCE	4/25/2019	440.70	440.70
22502	PITNEY BOWES - POSTAGE ADMIN POSTAGE	4/25/2019	420.99	420.99
22503	QUINN COMPANY ALL SITES EQUIPMENT MAINTENANCE	4/25/2019	1,186.56	1,186.56
22504	RANCHO CIELO WALLY WASTE-NOT AWARD - RANCHO CIELO SILVER START	4/25/2019	2,000.00	2,000.00
22505	ROSSI BROS TIRE & AUTO SERVICE SS VEHICLE MAINTENANCE	4/25/2019	1,683.42	1,683.42
22506	SCALES UNLIMITED JR SCALE MAINTENANCE	4/25/2019	2,094.00	2,094.00
22507	SCS ENGINEERS CH, LR & JC GHG MONITORING	4/25/2019	7,200.00	7,200.00
22508	SCS FIELD SERVICES ALL SITES ROUTINE ENGINEERING SERVICES	4/25/2019	712.50	712.50
22509	SHARPS SOLUTIONS, LLC HHW HAULING & DISPOSAL	4/25/2019	120.00	120.00
22510	TRI-COUNTY FIRE PROTECTION, INC. SS & JC SAFETY SUPPLIES	4/25/2019	324.91	324.91
22511	US BANK CORPORATE PAYMENT SYSTEM CARDENAS: EMPLOYEE RECOGNITION AMAZON : ADM OFFICE SUPPLIES AMAZON.COM : ADMINISTRATION SUPPLIES JETBLUE : SWANA CONFERENCE EL RINCONCITO RESTAURANT : BOARD OF DIRECTORS MTG. SMART & FINAL : BOARD MEETING SNACKS SAFEWAY : BOARD SPECIAL MEETING SNACKS CMTA : ANNUAL MEMBERSHIP COSTCO : ADM OFFICE SUPPLIES EXPERIAN : CREDIT CHECKS SMART & FINAL : EXECUTIVE COMMITTEE MEETING ROBERTS CATERING: EMPLOYEE RECOGNITION FACEBOOK : CAMPAIGN FRED PRYOR : TRAINING CELLOTAPE : HHW FREON DECALS HUGHESNET : JR INTERNET SERVICE INK TECHNOLOGIES : ADM OFFICE SUPPLIES AMAZON : JC FACILITY MAINTENANCE HARBOR FREIGHT : JC FACILITY SUPPLIES HARBOR FREIGHT : JC SAFETY SUPPLIES SHERATON BOSTON HOTEL : SWANA CONFERENCE INTERMEDIA : MONTHLY EXCHANGE SERVER HOSTING AT&T : JC INTERNET SERVICE	4/25/2019	54.96 30.80 92.31 30.00 7.84 22.16 84.21 155.00 77.98 278.90 28.95 360.00 10.00 499.00 695.50 79.99 52.00 1,058.53 25.76 104.76 1,081.55 358.71 70.00	

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2019 to 4/30/2019

Check #	Name	Check Date	Amount	Check Total
	SWANA : OPS ADM ASSOCIATION MEMBERSHIP		503.00	
	AMAZON : OPS ADM OFFICE SUPPLIES		14.86	
	SAFETY GEAR ONLINE : OPS ADM SAFETY SUPPLIES		136.08	
	O'KEEFE CONTROLS CO : JC FACILITY MAINTENANCE		557.12	
	AMAZON : REPLACEMENT BATTERY FOR SAFETY FLASHLIGHT		22.99	
	AMAZON : REPLACEMENT VEH. BATTERY STARTER- AIR COMP.		104.57	
	CVS PHARMACY : BOARD SPECIAL MEETING SUPPLIES		43.69	
	SMART N FINAL : JC BREAKROOM SUPPLIES		19.38	
	AMAZON : SS TRANSFER VEHICLE SUPPLIES		95.92	
	JC SAFETY SUPPLIES REFUND		(26.28)	
	PLANET TAXI : SWANA CONFERENCE		24.40	
	CSMFO : TRAINING REFUND		(150.00)	
	BROWNS PAPER TICKETS.COM : TURNING THE SHIP AROUND WORKSHOP		55.00	
	UPRINTING.COM : CAR MAGNET FOR CNG VAN		62.65	
	AUTOZONE : OPS ADM VEHICLE MAINTENANCE		11.90	
				6,734.19
22516	VERIZON WIRELESS SERVICES	4/25/2019		
	JR INTERNET SERVICES		38.01	
				38.01
DFT2019504	WESTERN RENTALS, INC.	4/12/2019		
	2012 INTERNATIONAL WATER TRUCK		49,783.75	
				49,783.75
DFT2019538	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	4/25/2019		
	QUARTERLY BOE FEES JANUARY-MARCH 2019		73,899.00	
				<u>73,899.00</u>
	Subtotal			979,128.09
	Payroll Disbursements			419,292.70
	Grand Total			<u>1,398,420.79</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: June 20, 2019

From: Mandy Brooks, Resource Recovery Manager

Title: Member and Interagency Activities Report for
May 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 May 28 with no violations or areas of concern observed or noted during the inspection.

The joint 18-month inspection for the Johnson Canyon Landfill was conducted by CalRecycle and LEA staff on May 2. Probe 23 was checked and was found to be in compliance. A Notice of Violation was issued for improper cover on the landfill (oversized ADC). It is a one-time violation with no follow up or other ramifications. The cover issue has been corrected and will be re-inspected next month to ensure compliance. The LEA was notified on May 17 of a tonnage exceedance of 10.5 tons on May 16 due to a high volume of soil received at the end of the day. An Area of Concern was issued during the inspection due to the current and previous tonnage exceedances. Staff is planning to amend the solid waste facility permit's maximum daily tonnage during the five-year review process scheduled for Aug 2020.

The monthly inspection of the Jolon Road Transfer Station was completed in May. No areas of concern or violations were observed during the inspection. The LEA was notified on May 9 of a tonnage exceedance of 3.63 tons on May 7 due to larger quantities of green waste received. No customers were turned away to avoid illegal dumping issues and continue providing services for south county residents and businesses.

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 and May 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	3	42.5	546	33	164
June 2019	-	-	-	-	-
TOTALS	3	146.5	1,153	77	376

Clean Up Event

In May four community cleanup events were conducted with the results from three of the events listed below. The results from the four events are listed below.

- Salinas, District 1: Republic Services conducted a one-day cleanup on May 4 at Constitution Soccer Complex and collected approximately 5.9 tons of trash and 11.2 tons of recyclable materials resulting in a 65% diversion rate for the event.
- Aromas: Waste Management and community volunteers conducted a one-day cleanup on May 11 on Aromas Rd and collected approximately 5.3 tons of trash and 13.5 tons of recyclable materials resulting in an estimated 72% diversion rate for the event. Approximately 2,929 lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.
- Greenfield: Tri-Cities Disposal & Recycling and community volunteers conducted a cleanup week event from May 20 -25 at TCD Corp. Yard and collected approximately 34 tons of trash and 21 tons of recyclable materials resulting in a 38% diversion rate for the event. Approximately 2,189 lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.
- Soledad: Tri-Cities Disposal & Recycling, City staff, and community volunteers conducted a cleanup week event from May 13 - 18 at **the City's** Public Works Yard and collected approximately 66.7 tons of trash and 39.2 tons of recyclable materials resulting in an estimated 37% diversion rate for the event. Approximately 2,354 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:	6/19	Recycling & Composting Presentation, La Paz Center
	6/22 & 6/23	Reuse, Recycle Clean Up Event, Fairview Middle School
	6/22	ABOP Collection Event, Fairview Middle School
	6/22	Composting Workshop, Fairview Middle School
	7/11	Recycling and Composting Booth, CAPSLO Health Fair,
	10/6	Carnival, St Theodore's Church
	10/12 & 10/13	Reuse, Recycle Clean Up Event, Fairview Middle School
	10/12	ABOP Collection Event, Fairview Middle School
Greenfield:	10/26	Fall Litter Abatement Event, Central Park
	7/25	Recycling & Composting Booth, CAP Health Fair
	8/25	Dia del Trabajador Agricola Event, Patriot Park
King City:	10/19	Reuse, Recycle & Clean Up Day & ABOP Collection, Memorial Hall
	6/29	Summer Clean Up & ABOP Event, High School, Mildred Ave

	11/2	Fall Clean Up & ABOP Event, High School, Mildred Ave
Salinas:	6/22	District 5 Neighborhood Cleanup, location TBD
	7/10	Tour 1 of 2 – Boys & Girls Club, Sun St and Jardin El Sol
	7/11	Tour 2 of 2 – Boys & Girls Club, Sun St and Jardin El Sol
	7/10 -7/12	Recycling Program Implementation, Cambridge Apartments
	7/13	Colmo del Rodeo Parade, South Main St
	8/24	District 2 Neighborhood Cleanup, location TBD
	9/12	Recycling Presentation, Harvest St
	9/28	District 4 Neighborhood Cleanup, location TBD
	10/26	City-wide Community Cleanup, multiple locations
	11/9	Mayor Neighborhood Cleanup, location TBD
Soledad:	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:	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: June 20, 2019

From: Janna Faulk, Recycling Coordinator

Title: A Resolution Approving a Professional Service Agreement with Douglas Nolan, dba Rock Steady Juggling for the School Assembly Program in an Amount Not to Exceed \$50,000

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

The School Assembly Program continues to assist the Authority in meeting the Public Education component of the AB 939 enhanced services provided to member agencies and is an integral part of the enhancement plan for the school recycling program.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the three-year Strategic Goal to Fund and Implement 75% Diversion of Waste from Landfills and compliance with AB 939 mandates.

FISCAL IMPACT

The 2019-2020 budget includes \$53,500 for the School Assembly Program. The maximum amount of the professional services contract for fiscal year 2019-2020 shall not exceed \$50,000. Rock Steady Juggling has kept the same Fee Schedule (Attachment Exhibit C) which also reflects the reduced rates for multiple shows in close proximity, as amended last year.

DISCUSSION & ANALYSIS

The current agreement with Douglas Nolan, dba Rock Steady Juggling for the School Assembly Program will terminate on June 30, 2019. By the end of the 2018-19 school year, Rock Steady Juggling will have conducted 89 performances at elementary, middle and high schools as well as libraries and community centers throughout the Salinas Valley, reaching approximately 16,581 students. Rock Steady Juggling has scheduled all the remaining performances for this fiscal year.

Rock Steady Juggling was selected as the new school assembly program vendor in 2016 through a competitive process. Douglas Nolan is the founder and owner of Rock Steady Juggling. He is a professional entertainer with over twenty years of experience

and will be performing the new School Assembly Program, "The Amazing Adventures of the Recycling Wizard". Rock Steady Juggling provides professional talent that incorporates music, magic and juggling to entertain students while teaching the 4R message of reduce, reuse, recycle and rot.

Rock Steady Juggling provides all-inclusive services, including customized scripting, performance, travel, equipment, administration, scheduling, marketing to schools, etc. This agreement with Rock Steady Juggling will be for one year.

BACKGROUND

Since 2006, the Authority has provided and funded a School Assembly Program for local schools and community groups/organizations.

For the past nineteen years, Rock Steady Juggling's specialty has been writing, marketing and performing customized and age-appropriate environmental education school assembly programs for elementary, middle, and high schools. Rock Steady Juggling continues to work within the Authority's budget to provide as many performances as possible by providing a discount for back-to-back performances scheduled at the same school.

Staff has received very positive feedback from the students and teachers that have attended performances. Staff is confident in Rock Steady Juggling's abilities to provide a new unique, customized and entertaining school assembly program for the Salinas Valley region that advances our core messages around waste reduction and recycling.

ATTACHMENTS

1. Resolution
2. Exhibit A – Professional Service Agreement
3. Exhibit B – Scope of Services
4. Exhibit C – Fee Schedule

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING THE PROFESSIONAL SERVICES AGREEMENT
WITH DOUGLAS NOLAN, DBA ROCK STEADY JUGGLING FOR THE SCHOOL ASSEMBLY
PROGRAM IN AN AMOUNT NOT TO EXCEED \$50,000

WHEREAS, the Board of Directors of Salinas Valley Solid Waste Authority (SVSWA) finds that a School Assembly Program is an integral part of the School Recycling Program Enhancement Plan and it assists SVSWA in meeting the AB 939 public education component that provides enhanced services to Authority member agencies; and,

THEREFORE, 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 a Professional Services Agreement with Rock Steady Juggling for the School Assembly Program in an amount not to exceed \$50,000 per fiscal year 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 20th day of June 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 PROFESSIONAL SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND DOUGLAS NOLAN, DBA ROCK STEADY JUGGLING TO PROVIDE SCHOOL ASSEMBLY PROGRAM 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 Douglas Nolan, dba Rock Steady Juggling. (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.

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.

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 "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.

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. Douglas Nolan 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.

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 "C" 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 "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.

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.

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:

Company: Rock Steady Juggling
 Name: Douglas Nolan
 Address: PO Box 662, El Granada, CA 94018

- 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 requires 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 Santos
Authority General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

CONSULTANT: Douglas Nolan, dba Rock Steady Juggling

Signature

Printed Name

Title

Attachments:

Exhibit B Scope of Services
Exhibit C Fee Schedule



EXHIBIT B

Scope of Services

Rock Steady Juggling for Salinas Valley Recycles

Rock Steady Juggling customizes environmental science assemblies to kick-off or reinforce relevant work in the schools. Doug Nolan, owner and performer, has over 25 years of experience delivering a wide-range of topics including recycling, water science, and conflict management. Since 2000, Rock Steady Juggling has offered engaging shows to over 50,000 students annually using magic, juggling, comedy, and audience participation.

Scope of Services

Rock Steady Juggling (RSJ) will schedule and perform customized recycling education assembly programs at Salinas Valley Recycles' (SVR) eligible schools for 2018-2019 (with the option to renew) not to exceed \$50,000 each school year.

- Differentiated shows will be designed and performed for the following populations:
 - Elementary students - K-5th grade
 - Middle School students - 6-8th grade
 - High School students - 9-12th grade
- All materials sent by RSJ to SVR Schools regarding the assembly programs will be pre-approved by designated SVR staff.
- SVR will work with RSJ to send letter(s) of invitation to eligible schools.
- RSJ to schedule performances directly with schools based upon first come first served basis.
- RSJ will provide SVR with a schedule of performances and schedule updates on a monthly basis.
- RSJ will fax/email each scheduled school a confirmation agreement stating the date and time of performance and vendor's technical needs. The agreement will be signed and returned by the school administration.
- One week prior to performances RSJ will send a fax/email to each school to reconfirm and remind them to be prepared for the program.
- RSJ will present a pre-approved 45-minute show. The show will be entertaining, science based, relevant to the Salinas Valley Recycles resources, and meet the California Department of Education requirements.
- On the day of the program, RSJ will e-mail an online evaluation link for teachers and administrators to complete and provide the link for SVR staff to review results.
- RSJ will invoice SVR on a monthly basis.



EXHIBIT C Fee Schedule

Performance Fees

First show at a school/location	\$	750
Each additional show at the same school/location	\$	250
Discount for first show at an additional location within 15 miles of a scheduled performance (same day)	\$	250
i.e. two back to back shows at the same school/location	\$	1,000
i.e. 2 shows on the same day within 15 miles of each other	\$	1,250
i.e. 2 back to back shows at 2 different schools/locations within 15 miles of each other on the same day (total of 4 shows).	\$	1,750

Total payable fee is not to exceed \$50,000 in a fiscal year

The above per show fee is all-inclusive:

- Rehearsal
- Script development
- Performances
- Audio/Visual Equipment
- Travel
- Props
- Costume
- Full administrative expenses



Report to the Board of Directors

ITEM NO. 5

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: June 20, 2019

From: Janna Faulk, Recycling Coordinator

Title: A Resolution Approving Amendment No. 1
Authorizing a One-Year Extension to the
Professional Services Agreement with
AdManor, Inc. for Marketing Services in an
Amount Not to Exceed \$100,000 per year

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

This amendment will allow Salinas Valley Solid Waste Authority (Authority) to continue to work with AdManor to promote the Authority's **services and increase public education** about recycling and waste reduction practices throughout the Salinas Valley community.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist Authority in supporting the Strategic Plan Goal to Increase Public Access, Involvement and Awareness of Authority Activities by expanding public and stakeholder information through Television and Radio ads and social media.

FISCAL IMPACT

The proposed 2019-20 budget includes \$75,000 for marketing services, and \$25,000 for media campaigns for a total of \$100,000.

AdManor has agreed to maintain the same fee schedule currently in effect. The maximum amount of the professional services agreement for fiscal year 2019-2020 will be \$100,000. The contract will continue through the end of the 2019-2020 fiscal year subject to the availability of funding.

DISCUSSION & ANALYSIS

The current agreement with AdManor will terminate on June 30, 2019 but allows for two (2) additional one (1) year extensions. At this time, the Authority wishes to exercise one (1) of the one (1) year extensions.

During the past fiscal year, Resource Recovery staff has continued to work with AdManor to complete regular blog columns, revise existing recycling brochure, Christmas tree, Tire Amnesty, and Composting Workshop advertisements, promotion of the What Goes Where App, and a special promotional event at Jolon Road.

Over the past two years, Authority's Marketing Committee has continued to work with AdManor on the strategic objective to increase public awareness about Authority and our services and activities. We have also increased our social media presence by conducting a Facebook boosted post ad campaign which was very successful in driving more "Likes" to our page. Continuing growth of our customer base at all facilities is one key indicator of the success of AdManor's marketing work on behalf of the Authority

The proposed Scope of Work for projects in the next fiscal year is attached and includes the following tasks:

- Re-design and update of the website
- Continue Promotion of Authority Services through development and production of television, radio and digital/mobile media campaign
- Public Relations / Media Relations Press Release, including development of news articles to announce programs and public-interest news
- Updating educational materials to help improve proper disposal of materials (including, organics, curbside recycling, source-separation at recycling center facilities, and Household Hazardous Waste [HHW])
- Regular "Dear Wally" blog
- Marketing of diversion services, targeting specific commodities through special events

This one-year extension will allow for continuity of the on-going branding of Authority and the media scope of work.

BACKGROUND

Since 1999, the Authority has contracted with public relations firms to promote components of the AB 939 Enhanced Services work plan and to increase the overall awareness and appreciation of Authority and its mission, vision and values. The services have focused on development of an outreach plan, promotion of Authority's services, and creating new programs to reach target audiences.

Since 2008 AdManor has been Authority's marketing consultant and was awarded this initial contract as a result of a competitive Request for Proposals for Marketing Services. In May 2016, the Board authorized an additional two-year professional services agreement with AdManor Inc., with the agreement ending June 30, 2018. In June 2018 as the result of a competitive Request for Proposal (RFP) for Multi-Media Marketing Services, AdManor, Inc was selected and awarded with the Board authorizing a one-year agreement with two (2) additional one (1) year extensions.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Amendment No 1
3. Exhibit B – Scope of Work
4. Exhibit C – Fee Schedule

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING
AMENDMENT NO 1 AUTHORIZING A ONE-YEAR EXTENSION TO THE PROFESSIONAL
SERVICES AGREEMENT WITH ADMANOR, INC FOR MARKETING SERVICES IN AN AMOUNT
NOT TO EXCEED \$100,000 PER YEAR

WHEREAS, on June 21, 2018 the Salinas Valley Solid Waste Authority Board of
Directors adopted Resolution No. 2018 -22 approving the professional services
agreement with AdManor, Inc, for marketing services, terminating on June 30, 2019;
and

WHEREAS, the agreement allows for two (2) one (1) year extensions to the
contract; and

WHEREAS, the Authority wishes to exercise one (1) of the one (1) year extensions;
and,

THEREFORE, 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
amendment No 1 authorizing a one-year extension to the professional services
agreement with AdManor Inc. for Marketing Services in an amount not to exceed
\$100,000 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 20th day of June 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

AMENDMENT NO. 1
FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
ADMANOR, INC.
FOR MARKETING SERVICES

This amendment made and entered into this 20th day of June 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 AdManor, Inc. (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on June 21, 2018. The initial term of the agreement expires June 30, 2019. All terms of the aforementioned agreement will continue in force with the exception of the following changes:

1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement for an additional one-year term effective July 1, 2019 and ending June 30, 2020. This schedule may be extended by mutual agreement of both parties for one (1) additional one (1) year extension.

2. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement from and after July 1, 2019 in an amount not to exceed \$100,000 as indicated in the payment schedule in, and in the manner indicated and in accordance with, "Exhibit B."

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment No. 1 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

CONSULTANT:

ADMANOR, INC.

Signature

Sandi Manor
Printed Name

Dated: _____

President
Title

Attachments:

Exhibit B Scope of Work
Exhibit C Consultant's Fee Schedule

**FY 2019-2020
SCOPE OF WORK**



Scope of Work

SVSWA Marketing and Public Education Outreach Services

AdManor, Inc. will work with the Marketing Committee and Diversion/Recycling group to develop and implement an integrated public communications plan, supporting the strategic goals for Salinas Valley Solid Waste Authority (the Authority), referencing the Marketing Plan developed in FY 11-12 and Market Study conducted in FY 17-18 as needed.

This work plan was developed to outline the annual marketing strategies and tactics that may be implemented to promote the Authority's role and value as a resource recovery agency. AdManor will continue to build and reinforce a consistent and positive brand image of the Authority for name recognition, locations and awareness about the services offered, while indicating how the Authority benefits the communities it serves.

The following description of services and allocated budget are suggested according to the needs and requirements indicated by the two departments. This work plan shall be considered as a dynamic document, adjusting to meet changes in the marketplace, Authority programs, changes initiated by the Authority and its Board of Directors and partner organization developments. All work will be done contingent upon receiving explicit approval of messages, methods and expenditures from the Authority (authorized decision-makers).

Budget is based on \$100,000 per year allocated to marketing communication activities, including items that may be paid and managed directly by the Authority.

While budgets are allocated as \$75,000 per year for "Branding" and \$25,000 for "Recycling Outreach/Education" all branding investments must support recycling education, and all recycling education must support branding for truly integrated and effective marketing communications.

Wherever possible, measures of success have been identified to help in the evaluation of the marketing efforts, and gauge return on investment. They may include:

- Visits to the website www.SalinasValleyRecycles.org, and click-through activity to specific pages
- Direct responses to a specific call to action such as:

- Recycle your tires
- Recycle your Christmas/holiday tree
- Bring us your HHW
- Recycle e-waste, metal or other commodities
- Compost
- Separate organic waste
- Redeem this coupon
- Visit our website
- Download the App
- Bring your recycling and disposal items to one of our three facilities
- Inquiries; phone calls, emails, web forms
- Participants in events or activities
- Impressions in media
- Tons, other measures (recycling diversion, self-haul, etc.)
- Reduced contamination
- Increased HHW drop off
- Increased traffic (car count) at facilities

Implement the Branding Plan

Branding Goals:

- Increase brand name image and awareness of the SalinasValleyRecycles.org
- Increase traffic at Sun Street Transfer Station, Johnson Canyon Landfill, and/or Jolon Road Transfer Station
- Increase use of HHW facilities
- Increase diverted materials
- Reduce contamination in diverted materials
- Deliver a minimum number of media messages
- Develop a minimum number of media messages

Resources:

- \$75,000 budget (less \$10,000 earmarked for Sponsorships not managed by AdManor)
- Existing creative/messages; Jingle, TV productions, website, social media, logos
- Recycling App (w/MRWMD)
- Community and business partnerships
- Haulers
- Community leaders and policy-makers; Authority Board of Directors
- Authority staff and leadership; innovation and passion

Target audiences:

- Residents within the Authority service area
 - Curbside service subscribers
 - Self-haulers
- Businesses within the Authority service area

- Community leaders and policy-makers

Strategies:

- Position the Authority as a community partner in, and solution for, economic, environmental and energy sustainability for the Salinas Valley, in accessible laypersons' terms.
- Promote awareness of the Authority's services, mission, and locations.
- Promote the goal "...a future without landfills" and what that means in terms of actions and benefits for the Salinas Valley.

Tactics:

All efforts to promote the Authority's services and programs, including public relations, newsletters, paid messages, etc. will support the Authority's branding efforts promoting a better future; a future without landfills in the Salinas Valley.

Tactic: Media Campaign

- Develop annual media plan to effectively promote the desired messages and seasonal events throughout the year.
 - Develop media RFP discussing goal dates and calendar considerations, target audiences, special interests and opportunities; submit to viable media outlets with deadline for submission.
 - Develop a recommended media mix and budget allocation to reach target audiences and achieve media goals. Present to the Authority for review and approval.
 - Negotiate final contracts, including value-added and in-kind campaign support; facilitate all contracts; and reconcile billing throughout the year.
- \$65,000 estimated annual media budget (includes Resource Recovery media).

Measure of Success:

- Reach and frequency, audience gross impressions delivered by the media buy.
- Added value vs. paid media investment.
- Responses to any specific call to action included in messages.
- Other public feedback and measured direct contact to the Authority.

Tactic: Creative Development

- Produce media messages (English & Spanish).
 - Produce content as needed to meet the messaging goals and to fulfill the desired media campaign (digital, print, radio, television, etc.).
 - Script, direct and produce including, shoot, voice over, editing, graphics, and final production for broadcast and online uses.
- \$7,500 annual production budget.

Measure of Success:

- Produced content.

- Direct responses to calls to action or other measurement based on impact of message and response from target audience(s).

Tactic: Public Relations / Media Relations Press Releases

Utilize media relationships and free media opportunities (community calendars, etc.) to educate the public, promote positive messages about recycling and waste reduction, and the Authority's image in the community.

- Subject matter based on timely events and news, content and frequency to be determined as opportunities or needs arise.
- Develop news articles to announce programs and public-interest news or public-benefit news to promote the public image and public use of the Authority (relevance to audience).
 - Write Media Alerts, Press Releases, Calendar postings, Public Service Announcements (PSAs), etc.
 - Create a timely newsworthy angle to appeal to editors.
 - Translate as needed.
 - Submit/pitch to the proper news media, and follow up as needed.
- \$3,075 per year (estimate up to 3 news release campaigns per year).
 - \$150 Research (2 @ \$75/hr)
 - \$380 Copywriting / editing (4 @ \$95/hr)
 - \$370 Media Relations (2 @ \$125/hr)
 - \$125 Research / reporting outcomes (1 @ \$125/hr)
 - \$1,025 per news story

Measure of Success:

- Published columns, blog entries, PSAs, news segments
- Other public feedback and measured direct contact to the Authority.
 - Requests for information
 - Hits to website

Tactic: Implement Redesigned Website

Complete the website redesign started in FY 18-19.

\$5,000 (\$2130 over budget in FY 18-19; \$2,870 balance for page implementations)

Public Education to Promote "Reduce, Reuse and Recycle"

AdManor will work with the Authority's Resource Recovery staff to develop and implement an integrated marketing campaign utilizing multi-media concepts that provide the greatest opportunity for waste reduction and recycling on focused materials as directed by the Authority.

Consultant will conduct research to select subject matter for targeted audience, develop an outreach strategy, prepare and produce publicity materials in the most appropriate and effective format, and release through various communications media.

Recycling Program Goals:

- Improve proper disposal of materials (curbside and at recycling center facilities)
 - Inform customers on how to separate loads to decrease their disposal costs and improve diversion for the targeted commodities.
 - Reduce curbside recycling contamination.
 - Increase the overall diversion rate.
- Increase traffic at desired locations
 - Promote the purpose and opportunities at the Sun Street Transfer Station as a community service resource.
 - Feature location, convenience, HHW, solid waste and recyclable materials drop off to increase recycling at recycling center.
 - Promote Johnson Canyon Landfill open on Sundays as a unique service available to the community.
 - Promote Jolon Road Transfer Station as a convenience for South County residents and businesses.

Recycling Program Budget: \$25,000 per year

Additional resources:

- Existing creative/messages; Jingle, TV productions, community event collateral (*C&D Program* bilingual brochure, *Compost Guide* bilingual fact sheet, English & Spanish curbside *Recycling Guides*, *Clean Green Waste* bilingual fact sheet, *HHW/e-Waste Recycling* bilingual fact sheet, newsletter template, draft *Separate and Save Guide* to using SSTS), Wally Waste-Not mascot (graphic character and costume), website, social media, logo
- Community and business partnerships
- Haulers
- Community leaders and policy-makers; Authority Board of Directors

Target audiences:

- Residents within the SVSWA service area
 - Curbside service subscribers
 - Self-haulers
- Businesses within the SVSWA service area
- Community leaders and policy-makers
- Students and educators K-12

Strategies

- Promote awareness and stimulate use of Authority's services and locations.
- Educate regarding the importance for maximum waste diversion and reduction through recycling and other sustainable activities.
- Educate the public regarding recyclable materials and proper recycling methods.
- Target commodities from Waste Composition Study to improve overall diversion from problem waste.

- Support Resource Recovery division's needs for community events, public outreach.

Any printing will be done utilizing recycled post consumer waste content stocks and agri-based inks, paying preference to competitive local vendors using domestic stocks when economical for the Authority.

AdManor will use the established Authority design elements and style, or other new branding elements as determined, to maintain brand integrity and continuity, credibility and message clarity with all outreach.

Tactic: "Ask Wally Waste-Not" Blog Posts

- Produce 6 original articles in English & Spanish.
- Confer monthly to agree upon subject matter related to timely news events and legislation, seasonal waste and recycling messages, other as determined to meet Authority awareness and resource recovery goals.
- Consultant to research, ghostwrite and submit for approval.
- Edit as needed for approval.
- Translate approved article to Spanish; localize as needed.
- Authority staff to promote in e-news, social media; post on website.
- \$2,640 per year recycling article budget
 - \$ 75 Research (1 @ \$75/hr)
 - \$190 Copywriting / editing (2 @ \$95/hr)
 - \$175 Translation to Spanish (1 @ \$175/page)
 - \$440 per article budgeted

Measures of success:

- Requests for information
- Public feedback
- Actions or responses based on any specific call to action presented therein

Tactic: Special Recycling Events

Create and/or promote special events such as Community Clean Ups, Holiday Tree Recycling, etc. to drive traffic to a selected location, or all three locations.

- Tree Recycling "Minor event" example:
 - Updated previous ad layouts and placed in local newspapers (English & Spanish) to promote curbside and drop-off holiday tree recycling in December and January.
 - \$2,465 per year budget estimated for creative and media:
 - \$375 Campaign creative development (3 @ \$125/hr)
 - \$475 Newspaper ad design (5 @ \$95/hr) and PDF for web
 - \$ 15 Electronic file transfer ads to papers (1 @ \$15/hr)
 - \$100 Event plan development (1 @ \$100/hr)
 - \$1,500 Print media estimate
 - \$2,465 total per minor event, 1 event per year
- Bigger event (e.g. Onsite promotion or other community outreach event)

- Annual on-site recycling event with targeted media campaign.
- \$10,000-15,000 estimated media costs integrated into the annual media campaign.
- Estimated production and services:
 - \$375 Campaign creative development (3 @ \$125/hr)
 - \$475 Graphic design (5 @ \$95/hr)
 - \$775 Radio production
 - \$200 Event plan development (2 @ \$100/hr)
 - \$2,500 TV production
 - \$4,325 total per bigger event + media
- Additional: Media, PR and creative services for grant funded Tire Amnesty campaign(s) and HHW off-site collection events; other grant-funded programs as needed.

Measures of success:

- Actual traffic counts
- Targeted commodity drop-offs as direct response to call to action (in tons or item counts)
- Requests for information
- Web hits
- Social media interactions

BUDGET RECAP:

\$65,000 Media Campaign
 \$ 7,500 Multi-Media Production
 \$ 3,075 Public Relations / Earned Media
 \$ 5,000 Website (Balance of Redesign)
 \$ 2,640 *Ask Wally* Articles
 \$ 2,465 Minor Event Campaign (tree recycling, etc.)
\$ 4,325 Main Event Campaign
 \$90,005

\$ 9,995 Sponsorship Budget – Implemented by Salinas Valley Recycles
 \$100,000

OTHER:

Sandi Manor will serve as project manager, creative director, media buyer and copy writer; and will coordinate the activities and work product of associates including, but not limited to, graphic design, public relations, web programming and audio/visual production experts.

She will develop and implement special campaigns as needed to support Grant-funded programs not budgeted herein, using the same approach to media and production as described for the ongoing Branding and Recycling Education campaigns. Sandi will work with the Grant Administrator to ensure Grant-funded

campaigns meets all requirements and specifications, while supporting the positive brand messaging and styles of other Authority campaigns.

She will continue to provide her time and travel for bi-weekly phone conferences with the Recycling/Diversion team, and in-person meetings with the Marketing Committee and other management teams as frequently as needed, as added-value in her service to the Authority.

Thank you for the opportunity to be of service and work with your outstanding team.

Exhibit C - Fee Schedule

Authority Proposal Form and 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.

Service or Product Description	Hrs./Qty.	Cost Per Hr./Qty	Total Cost
Creative Development		\$125/hr.	
Copywriting / Editing		\$95/hr.	
Art Direction		\$125/hr.	
Graphic Design		\$95/hr.	
Illustration		\$110/hr.	
Graphic Animation		\$250/hr.	
Photography - Location Shoot		\$750/day	
Web Design / Programming		\$95/hr.	
Radio/Audio Production - Studio		\$175/hr.	
Voice Talent		\$250/spot/person	
Video Production - Editing		\$225/hr.	
Video Location Shoot		\$300/hr.	
Translation to Spanish		\$175/page	
Press Relations / Media Relations		\$125/hr.	
Market Research		\$75-125/hr.	
Market Study		Cost +10%	
Print Production		Cost +10%	
Media Buying - Commissioned Media		Gross Media Cost	
Media Buying - Non-Commissioned		\$125/hr.	
Strategic Planning		\$125/hr.	
Board Presentation / Travel		\$0	
Regular Meetings with SVSWA		\$0	
Subtotal			
Sales Tax			
TOTAL			

Optional Services:



Report to the Board of Directors

ITEM NO. 6

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: June 20, 2019

From: R. Patrick Mathews, General Manager/CAO

Title: A Resolution Approving Amendment No. 2 to the Lease with Nexis Partners, LLC and Friedrich Family Limited Partnership Authorizing a Two-year Extension to the Lease for 128 Sun Street, Suite 101, Salinas, CA 93901, effective January 1, 2020

RECOMMENDATION

Staff recommends that the Board approve the two-year lease extension for the SVR administration office, effective January 1, 2020.

STRATEGIC PLAN RELATIONSHIP

This item does not relate to the Board's Strategic Plan but does however reflect one of the Authority's key core value "Fiscally Prudent."

FISCAL IMPACT

The current and future budgets will include \$7,194 monthly rent through December 31, 2021. The Landlord is offering a continuing fixed rate without escalation in exchange for a 2-year lease extension.

DISCUSSION & ANALYSIS

SVR's current lease expires December 31, 2019. An extension was negotiated for a two-year term without an increase to current rent. The new lease period will be from January 1, 2020 through December 31, 2021, with no increase throughout the two-year term.

BACKGROUND

SVR has been renting the 128 Sun Street, Suite 101, Salinas, CA 9390, building since January 2007. The lease ends on December 31, 2019. The new lease period is for a two-year term, January 1, 2020 through December 31, 2021.

Initial term for rent: Years 1-5 = \$6,539.80/Month and Year 6-10 = \$7,193.78/Month.

ATTACHMENT(S)

1. Resolution
2. Lease Amendment

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING AMENDMENT NO. 2 TO THE
LEASE WITH NEXIS PARTNERS, LLC AND FRIEDRICH FAMILY LIMITED PARTNERSHIP
AUTHORIZING A TWO-YEAR EXTENSION TO THE LEASE FOR 128 SUN STREET, SUITE 101,
SALINAS, CA 93901, EFFECTIVE JANUARY 1, 2020

WHEREAS, on October 19, 2006, the Board of Directors of the Salinas Valley Solid Waste Authority adopted Resolution No. 2006-51, authorizing execution of a lease agreement with Nexis Partners, LLC and the Friedrich Family Limited Partnership, for the lease of 128 Sun Street, Suite 101, Salinas, CA 93901; and,

WHEREAS, the Lease Agreement for the property expires December 31, 2019, and the Salinas Valley Solid Waste Authority wishes to extend the lease of the property for an additional two years; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Salinas Valley Solid Waste Authority that the President of the Board is hereby authorized and directed to execute Amendment No. 2 to the lease agreement between the Nexis Partners, LLC and the Friedrich Family Limited Partnership and the Salinas Valley Solid Waste Authority, for the premises identified as 128 Sun Street, Suite 101, Salinas, California, as attached hereto and marked Exhibit A and by reference made a part hereof.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 20th day of June 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Rob Cullen, President

ATTEST:

Erika J. Trujillo, Clerk of the Board

AMENDMENT TO LEASE AGREEMENT #2

This Amendment to Lease Agreement (this "Amendment") is entered into as of June, 2019 (the "Effective Date"), by and between Salinas Valley Solid Waste Authority, a California Joint Powers Authority, (herein called "Tenant"), and Nexis Partners, LLC, a California Limited Liability Company (as to an undivided 68.254%) and Friedrich Family Limited Partnership, a California Limited Partnership (as to an undivided 31.746% ownership) (herein called "Landlord").

RECITALS

A. Tenant and Landlord are parties to that certain Lease Agreement dated as of December 30, 2006 (the "Existing Lease"), pursuant to which Landlord leases to Tenant, and Tenant hires from Landlord, certain premises consisting of approximately 6,884 rentable square feet of office space known as 128 Sun Street, Suite 101 (the "Premises") in that approximate 26,000 rentable square foot building located at 126 & 128 Sun Street, Salinas, California (the "Building"), on the terms and conditions contained therein.

B. The current Expiration Date under the Existing Lease Agreement is December 31, 2019.

C. Tenant and Landlord now desire to amend the Existing Lease to, among other things, extend the Term and Base Rent during such extended Term, all in accordance with this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged by the parties, Tenant and Landlord hereby agree as follows, and the Existing Lease shall be amended accordingly:

1. Certain Defined Terms. All capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Existing Lease.

2. Term. The Term of the Existing Lease is hereby extended for an additional Two (2) years (the "Renewal Term") commencing on January 1, 2020 (the "Renewal Commencement Date") and expiring on December 31, 2021 (the "Expiration Date"). The Basic Lease Information is hereby amended to reflect such revised Term and Expiration Date. With the exercise of this Option to Extend, Tenant shall have no further Options to Extend Lease Term in the future.

3. Rent. Commencing on the Renewal Commencement Date, the "Monthly Base Rent" payable by Tenant shall be the sum of Seven Thousand One Hundred Ninety Four and 00/100 Dollars (\$7,194.00) per month, and shall remain unchanged through the remainder of the

Renewal Term. The Basic Lease Information shall be modified to reflect such revised Monthly Base Rent and subsequent annual adjustments during the Renewal Term.

4. No Landlord Work or Allowance. Tenant acknowledges that any and all construction or improvement work by Landlord contemplated by the Existing Lease or Amendment(s) has been completed, and that in connection with the execution of this Amendment, Landlord has no obligation to perform any work or pay any allowance to Tenant with respect to improvements to, or refurbishment, repair or replacement of, any portion of the Premises. Landlord has not made any representation or warranty, express or implied, with respect to the condition of the Premises and in no event shall Landlord be liable for any defect in the Premises or for any limitations on the use of the Premises, except as otherwise provided in the Existing Lease and as amended hereby.

5. Specific Lease Amendments. Effective as of the Execution Date below, the Existing Lease is hereby amended as follows:

(a) Article 19.7, "Notices" of the Existing Lease is amended (i) by replacing Landlord with: Nexis Partners, LLC, a California Corporation, Attn: Christian Keith, Managing Partner, 129 Dover Street, Los Gatos, CA 95032, Telephone: (408) 827-4131.

6. Brokerage Commission. Landlord and Tenant each represent to the other party that it has not employed any agents, brokers, or other parties in connection with this Amendment and no commissions will be payable by Landlord or Tenant in connection with this Amendment. Each of Landlord and Tenant agrees to hold the other party harmless from and against any and all claims of all agents, brokers and/or other such parties claiming a commission in connection with this Amendment, other than Tenant's Broker.

7. Authority. Each of Landlord and Tenant represents to the other that (i) it is a duly organized and existing legal entity, in good standing in its respective states; (ii) it has full right and authority to execute, deliver and perform this letter amendment; and (iii) the person executing this Amendment on its behalf has been authorized to do so.

8. Conflicts. If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Existing Lease, the terms and provisions of this Amendment shall control.

9. Binding Effect. This Amendment shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns.


10. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11. No Other Amendments. Except as amended hereby, the terms of the Existing Lease, including all exhibits and schedules attached thereto, shall remain unmodified and in full force and effect. From and after the date hereof, the term "Lease" shall mean and refer to the Existing Lease, as modified by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LANDLORD:

NEXIS PARTNERS, LLC.,
a California limited liability company,

By: 
Chris Keith, Managing Partner

TENANT:

Salinas Valley Solid Waste Authority,
a California Joint Powers Authority

By: _____

Its: Board President



Report to the Executive Committee

ITEM NO. 7

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 20, 2019

From: Brian Kennedy – Engineering and
Environmental Compliance Manager

Title: A Resolution Approving Change Order No. 1
to the Agreement with Geo-Logic Associates
in the Amount of \$17,744 for Solid Waste
Consulting and Engineering Services for the
Johnson Canyon Landfill

RECOMMENDATION

Staff requests that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The agreement is not related to any strategic plan goals but is a crucial part of the day to day operation at Johnson Canyon Landfill's ability to serve the public's needs.

FISCAL IMPACT

CIP 9527 has sufficient funding to cover this contract amendment.

DISCUSSION & ANALYSIS

Professional Services related to Johnson Canyon Landfill including the design and engineering of Module 7 were awarded to Geo-Logic Associates in February 2018 in the amount \$262,123.00. Due to decisions and challenges surrounding excavated soil stockpile locations, stormwater management, and unanticipated site conditions, there is a need for additional work in the amount of \$17,744 to complete adjustments to the construction design and schedule for Module 7.

BACKGROUND

Like many landfills, the Johnson Canyon is constructed incrementally in lined sections, or cells. To meet Federal, State and local design and compliance mandates, these modules are constructed in such a way as to minimize risks to the environment. Construction includes engineered and compacted subgrades, synthetic liners and other design factors that necessitate the use of highly specialized and experienced consulting engineers to interpret the regulation and gain approval from appropriate agencies for the design. In addition to site development services, these consulting firms produce cost estimates, design and construction documents, construction quality assurance manuals, and assist in procurement of construction contractors.

ATTACHMENT(S)

1. Resolution
2. Change Order No. 1
3. Exhibit A - Scope of Work and Cost Estimate

RESOLUTION NO. 2019-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH GEO-LOGIC ASSOCIATES IN THE AMOUNT OF \$17,744 FOR SOLID WASTE CONSULTING AND ENGINEERING SERVICES FOR THE JOHNSON CANYON LANDFILL

WHEREAS, on February 15, 2018, the Board of Directors of the Salinas Valley Solid Waste Authority adopted Resolution No. 2018-02, awarding the agreement to Geo-Logic Associates for Solid Waste Consulting and Engineering Services for the Johnson Canyon Landfill in the amount of \$262,123.00; and,

WHEREAS, during the project period it was determined that there is a need for additional work to complete for the construction design and engineering support for Module 7.

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 execute Change Order No. 1 for an amount of \$17,744, with Geo-Logic Associates for solid waste consulting and engineering services as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 20th day of June 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



AGREEMENT CHANGE ORDER NO. 1

Date: 6-20-19 Vendor No. _____ P.O. No.: _____

Project Title: Solid Waste Consulting and Engineering Services

To Contractor: Geo-Logic Associates Project No.: 9527

You are hereby directed to make the herein described changes from the approved contract or do the following described work not included in the approved contract.

NOTE: This change order is not effective until approved by the Board of Directors on _____.

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file at the office of the Diversion Manager.

Change requested by: Brian Kennedy – Engineering and Environmental Compliance Manager

1. **Reason for change:** Additional Consulting and Engineering support needed for Module 7 construction

2. **Description of change:** **Estimated increase of 98 hours of support**

Estimated Increase = \$ 17,744

3. **Change in Re-allocation of Payments:**

	Original Agreement	Change Order
Agreement Amount	\$ 262,123	\$ 17,744
Total Compensation	\$ 262,123	\$ 279,867

All other payments remain per the original agreement.

4. **Time of completion will be adjusted as follows:** 0 days

Approval Recommended:

Engineering and Environmental Compliance Manager _____ Date _____

Approval Recommended:

General Manager/CAO _____ Date _____

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all material, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted:

Date _____ Contractor Geo-Logic Associates

By: _____ Title _____

**Proposed Scope of Work
Salinas Valley Solid Waste Authority
Johnson Canyon Sanitary Landfill
Module VII Solid Waste Consulting and Engineering Services**

As requested by the Salinas valley Solid Waste Authority (Authority) the GLA Team has developed a proposed scope of work to provide continued engineering support for the Johnson Canyon Sanitary Landfill (JCL) Module VII Construction.

This Scope of Work reflects our understanding of activities that need to be completed in support of the Authority's project objectives. Like the services that we have provided to date at the JCL, GLA will continue to work closely with the Authority throughout the remainder of the project to complete the work in a cost efficient and timely manner. A detailed cost estimate is included as Attachment 1. Costs are in accordance with the current contract between the Authority and GLA.

Continued Design Engineer Assistance During Construction

Due to unanticipated site conditions, regulatory requirements, and longer than original assumed construction schedule, GLA anticipates that the original budget for Design Engineer assistance during construction of Module VII will not be enough to complete the project. GLA anticipates the following scope of work will be necessary for completion of the project.

Attend Construction Progress Meetings

Progress meetings are being held weekly at the construction site. The GLA Project Manager will attend the remaining weekly meetings with the Authority. Our cost estimate has assumed attendance at the weekly construction meetings by conference call and one additional meeting in person.

The Project Manager will address the following items at each meeting:

- Potential change orders
- Submittal/RFI update – the status of outstanding or pending submittals will be discussed
- Construction progress and schedule updates
- Design issues and Plan and Specification clarifications
- Plan revisions or detail revisions for clarification of design
- Job specific items
- Construction CQA issues

Review Technical Issues and Consult with Authority

The GLA Team features an in-house staff of solid waste engineers, geologists, hydrogeologists, landfill gas control specialists, and lined cell construction managers who will be available to

assist the Authority, as required, on technical issues arising during the construction phase of the project.

Final Job Walk and Punch List

The GLA Project Manager will lead and participate in a job walk at the end of the project and will assist with development of a punch list. The punch list will identify those items that require completion or additional attention to be in compliance with the Plans and Specifications. In addition to developing the punch list, the GLA Project Manager will lead discussions for any punch-list clarifications with the Authority and the contractor. A follow-up job completion walk may be necessary but is not budgeted, to verify that the punch list work has been completed. We assume on-site Authority staff can verify that the punch list items have been correctly completed. If any of these job walks are performed in combination with the weekly construction meeting, there will be cost savings to this budget item.

Review Contractor's Record Drawings

The GLA Team will coordinate receipt and review the contractor's record drawings developed during construction and assist in the preparation of the final Record Drawings. The final Record Drawing set will include modifications noted in the redline sets kept by the contractor and any design modifications necessitated by field conditions, RFI design clarifications, the final Project CQA Report, Authority comments, and other pertinent documents.

In preparing our budget for this project, the GLA Team has assumed 16 weeks for completion of the construction project.

TABLE 1
COST ESTIMATE
SALINAS VALLEY SOLID WASTE AUTHORITY
JOHNSON CANYON LANDFILL
SOLID WASTE CONSULTING AND ENGINEERING SERVCIES

	LABOR								EXPENSES				TOTAL
	PRINCIPAL PROFESSIONAL	SUPERVISING PROFESSIONAL	SENIOR PROFESSIONAL	PROJECT PROFESSIONAL II	STAFF PROFESSIONAL	WORD PROCESSOR	TOTAL HOURS	TOTAL LABOR COST	GLA MISC. EXPENSES	OUTSIDE SERVICES	GLA LAB COSTS	TRAVEL COSTS	
	hr.	hr.	hr.	hr.	hr.	hr.			3%	Cost + 9%			
Task	\$242	\$210	\$196	\$163	\$115	\$79							
1 Design Engineer Assistance During Construction	2	32		48	16		98	\$16,868	\$506			\$370	\$17,744
Total Hours	2	32		48	16		98	\$16,868					
Total Cost	\$484	\$6,720		\$7,824	\$1,840			\$16,868	\$506				\$17,744

- Assumptions:
- 1. Assume 1 meetings either at the site or at Authority offices in Salinas.
 - 2. Assume one cycle of Authority review comments on all draft deliverables.





Report to the Board of Directors

ITEM NO. 8

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 20, 2019

From: Brian Kennedy, Engineering and Environmental Compliance Manger

Title: A Resolution Ratifying Change Order No. 2 for an Estimated Amount of \$153,249.40 to the Construction Contract Awarded to Wood Bros. Inc. for the Johnson Canyon Landfill Module 7 Construction

RECOMMENDATION

Staff recommends the Board adopt the resolution authorizing Change Order No. 2 for the construction contract for the Johnson Canyon Landfill Module 7 Construction Project to Wood Bros. Inc. in the amount of \$153,249.53.

FISCAL IMPACT

The CIP budget approved on September 20, 2018, included \$4,933,506 allocated for the construction of this new cell. There are sufficient funds in this budget allocation to accommodate the increase from this change order.

DISCUSSION & ANALYSIS

There are three reasons for the second change order. First, due to the expansion of the compost pad area the engineered and lined stormwater pond needs to be increased in size resulting in a corresponding price increase. Secondly, staff determined this was an opportune time to have Wood Bros. provide support of the reconstitution and leveling of the existing compost pad which has been badly degraded over the years. Wood Bros. can haul the estimated 11,000 cubic yards of onsite soil needed to repair the pad quickly and efficiently. And finally, part of the construction project is the building of a lined pond to contain water from the new compost operation as required by the Regional Water Quality Control Board regulations for compost operations. In the time since the initial project design, heavy rains revealed that water was infiltrating sub-surface into the pond location. This condition required a design change to ensure that the southern side of the pond was able to manage this water. As a result, the new design contains a clay layer as well as a drainage layer that allows removal of infiltration water if necessary.

As allowed by the contract award resolution, the Board is authorizing this change order ratification, as the General Manager has approved this change order to keep the project on schedule.

BACKGROUND

The Johnson Canyon Landfill Module 7 construction contract was awarded to Wood Bros. Inc. in January of this year. This module is part of the landfill construction schedule and will have an estimated capacity of 1.1 million tons. Module 7 will be located to the west of the existing landfill modules and at the current disposal rates should provide approximately 6 years of interim operating life before the next Module (Module 8) needs to be constructed.

The Authority received numerous responses to our bid proposal and the Wood Bros. Inc bid was the lowest at \$3,679,090.50. The engineers estimate for this project was \$4,306,535.00. In March of this year, the Board approved Change Order #1 in the amount of \$199,170, which was necessary to provide a new beneficial soil stockpile location and compost pad expansion.

ATTACHMENT(S)

1. Resolution
2. Attachment "A" – Change Order No. 2

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY RATIFYING CHANGE ORDER NO.2 FOR AN ESTIMATED AMOUNT OF \$153,249.53 TO THE CONSTRUCTION CONTRACT AWARDED TO WOOD BROS. INC. FOR THE JOHNSON CANYON LANDFILL MODULE 7 CONSTRUCTION (CIP 9527)

WHEREAS, on January 24, 2019 by Resolution No. 2019-01, Wood Bros. Inc. was awarded the construction contract for Johnson Canyon Module 7 Construction in the amount of \$3,679,090.50; and,

WHEREAS, on March 21, 2019 the Board approved Change Order No. 1 in the amount of \$199,170 for modifications to the soil stockpiles; and

WHEREAS, due to costs related to stormwater pond and a re-balancing of excavated soil materials require additional contract work; and,

NOW, THEREFORE, 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 approve the Johnson Canyon Landfill Module 7 Construction Change Order No. 2 to Wood Bros. Inc. as **attached hereto and marked "Attachment A"** for the amount estimated amount of \$153,249.53.

BE IT FURTHER RESOLVED, that the Chief Administration Officer or his delegate is hereby continued to be authorized to approve change orders to the contract subject to the following conditions:

- There is adequate funding remaining in the Capital Improvement Project for new cell construction for the change order.
- The change order must occur prior to the next Board meeting to keep the project on schedule or is less than \$50,000.
- Any change orders over \$50,000 must be presented to the Board for ratification at the next available Board Meeting.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 20th day of June 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Robert Cullen, President

Erika J. Trujillo, Clerk of the Board



CONTRACT CHANGE ORDER NO. 2

Page 1 of 1

Date: 5-31-2019 Vendor No. 00111 P.O. No.: 19-01377

Project Title: JOHNSON CANYON LANDFILL MODULE 7 CONSTRUCTION PROJECT

To Contractor: Wood Bros. Inc. Project No.: 800-6-9527-63590

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the General Manager or Asst. General Manager.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file at the office of the Engineer.

Change requested by: Owner - SVSWA

1. **Reason for change:** SVSWA determined an expanded compost pad requires a larger engineered pond and would be of benefit to the Agency.

2. **Description of change:** Extra Work at Agreed Unit Price

To provide labor and equipment to move excavated soils to compost pad and to accommodate increase in pond size and change in design provided to contractor as estimated and detailed below. This shall include full compensation for furnishing all labor, materials, tools, equipment, markups, incidentals, as shown on the plans, as specified in the contract specifications, by reason of this change.

ITEM #	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT	CONT AMOUNT	INCREASE	DECREASE	
28	CLEAR, GRUB, STRIP POND	1.6	AC	\$ 5,436.00	\$ 8,697.60	\$ 5,979.60	\$ 2,718.00		
29	POND SUBGRADE PREPARATION	33700	SF	\$ 0.37	\$ 12,469.00	\$ 10,693.00	\$ 1,776.00		
30	POND EXCAVATION TO STOCKPILE B	12100	CY	\$ 3.00	\$ 36,300.00	\$ 11,440.00	\$ 24,860.00		
31	POND FILL PLACEMENT	1210	CY	\$ 4.40	\$ 5,324.00	\$ 2,660.00	\$ 2,664.00		
32	POND GEOSYNTHETIC CLAY LINER	28900	SF	\$ (0.82)	\$ (23,698.00)	\$ 23,698.00	\$ -	\$ (23,698.00)	
33	POND 60-MIL HDPE	33700	SF	\$ 0.79	\$ 26,623.00	\$ 22,831.00	\$ 3,792.00		
34	POND ANCHOR TRENCH	770	LF	\$ 17.90	\$ 13,783.00	\$ 13,246.00	\$ 537.00		
35	21" DIAMETER HDPE CULVERT	100	LF	\$ 197.31	\$ 19,731.00	\$ 18,322.00	\$ 1,409.00		
36	POND CULVERT HEADWALL	1	LS	\$12,157.00	\$ 12,157.00	\$ 10,338.00	\$ 1,819.00		
37	HYDROSEEDING FOR POND AREA	0.7	AC	\$ 3,244.00	\$ 2,270.80	\$ 1,297.60	\$ 973.20		
38	POND BALLAST TUBES	340	LF	\$ 32.30	\$ 10,982.00	\$ 14,212.00		\$ (3,230.00)	
New	Low Permeability Soil Layer	1300	CY	\$ 26.31	\$ 34,203.00	\$ -	\$ 34,203.00		
New	Drainage Gravel for Underdrain Trench	19	CY	\$ 366.00	\$ 6,954.00	\$ -	\$ 6,954.00		
New	Geotextile for Underdrain Trench	1140	LF	\$ 3.40	\$ 3,876.00	\$ -	\$ 3,876.00		
New	Geocomposite	13300	SF	\$ 1.44	\$ 19,152.00	\$ -	\$ 19,152.00		
New	8" Non-Perf HDPE Pipe	50	LF	\$ 112.10	\$ 5,605.00	\$ -	\$ 5,605.00		
New	8" Perf HDPE Pipe	150	LF	\$ 38.50	\$ 5,775.00	\$ -	\$ 5,775.00		
New	3 Days Leak Location Assistance	3	Days		\$ 11,472.00	\$ -	\$ 11,472.00		
New	Additional Excavation to GW Area	11308	CY	\$ 4.65	\$ 52,582.20	\$ -	\$ 52,582.20		
	TOTAL CHANGE ORDER						\$ 180,167.40	\$ (26,928.00)	\$153,239.40

3. **Change in Contract Cost:**

Contract Bid Award	\$3,679,090.50
Costs from Previous Change Orders	\$ 199,170.00
Increase This Contract Change Order (est)	<u>\$153,239.40</u>
New Contract Cost (New Encumbrance)	\$4,031,499.90

4. **Time of completion will be adjusted as follows:** 8 additional Working Days

Contract 800-6-9527-63590 Change Order No. 2

Approval Project Manager _____ Date_____.

Approval: Assistant General Manager_____ Date_____.

Approval: General Manager_____ Date_____.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all material, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date_____ Contractor Wood Bros. Inc _____.

By:_____ Title _____ Project Manager _____.
{insert name here}

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.



Report to the Board of Directors

ITEM NO. 9

N/A

Finance and Administration
Manager/Controller/Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

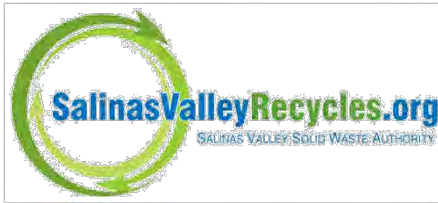
Date: June 20, 2019

From: Patrick Mathews, General Manager/CAO

Title: Salinas Valley Solid Waste Authority Advisory
Committee Formation Information

ATTACHMENTS:

1. SVSWA Letter – Regional Stakeholder Invitation to Participate in Salinas Valley Advisory Committee, *May 28, 2019*
2. Farm Bureau Monterey Letter – Restructuring and Renaming of the Citizen's Advisory Group, *May 22, 2019*

**Mission**

To manage Salinas Valley solid waste as a resource, promoting sustainable, environmentally sound and cost effective practices through an integrated system of waste reduction, reuse, recycling, innovative technology, customer services and education.

Vision

To reduce the amount of waste by promoting individual and corporate responsibility.
 To recover waste for its highest and best use while balancing rates and services.
 To transform our business from burying waste to utilizing waste as a resource.
 To eliminate the need for landfills.

Innovation • Integrity • Public Education • Efficiency • Fiscal Prudence • Resourcefulness • Customer Service • Community Partnerships

May 28, 2019

Regional Stakeholder

Subject: Invitation to Participate in Salinas Valley Recycles Advisory Committee

Dear ,

In 2013, Salinas Valley Solid Waste Authority, aka Salinas Valley Recycles (SVR), formed a Citizen's Advisory Group (CAG) to gather more community input on agency activities, programs and long-range planning. With 2019 changes in the SVR Board make-up and many CAG member re-appointments coming due, the Board and staff took the opportunity to begin discussing changes to the CAG structure to address new and pending legislation. New State legislation, such as SB 1383 (Short-Lived Climate Pollutant Reduction Act), will have significant impacts and challenges, not only for the recycling and waste management industry, but for all businesses and industries that generate organic wastes. As a result of these upcoming regulations, SVR is seeking to expand and broaden its advisory committee structure to include expanded representation from various regional and industry organizations that will be most impacted by these new and upcoming State regulations and unfunded mandates.

The role of the SVR Advisory Committee (AC) will be to review the activities, programs and long-range planning efforts proposed by SVR to meet State regulations and provided feedback to the Board of Directors and staff, including but not limited to:

1. Long Range Facilities Planning
2. Public Service Needs
3. New Program Planning and Implementation
4. Capital Improvements
5. Budgeting and Rate Setting
6. Legislative Advocacy
7. Marketing and Public Education Activities

SVR is seeking interest from your organization, identified as representing major business interests in our region. This is an advisory committee and voluntary in its structure. We are seeking a confirmation to participate from your organization if you are interested in providing nominees or an appointee to SVR's AC. Once we have received responses of interest from all the identified participating organizations, final formation of the committee will commence, and formal nominee or

appointment requests will be forwarded to each organization for completion. Multiple interested nominees may be submitted by an organization, subject to the Board of Director's Executive Committee final selection of one representative, or a singular appointee may be submitted.

Nominees or appointees may be staff, officials or members of your organization interested in local and statewide recycling and waste management issues affecting your industry. The appointee terms will be for 2 years, with meetings occurring 4-6 times per year. Meetings typically run 1.5-2 hours and may include some preparatory reading materials.

Please feel free to reply directly to my email below indicating your interest in having representation to SVR's AC, or you may send a formal written response on your organization's letterhead to the address below. **Please reply no later than June 21, 2019**, or contact me directly if you need additional time to provide your response. We are hoping to secure interested organizations, request formal nominees/appointees, and form the AC during the months of June-August with formal Board approval of all appointments at the Board's August or September meeting. Initial meetings of the AC will commence in September/October time frame.

Thank you in advance for your consideration of this request and please feel free to reach out to me directly if you have questions.

Sincerely,

Patrick Mathews, General Manager/CAO
Salinas Valley Recycles
128 Sun Street, Suite 101
Salinas, CA 93901
patrickm@svswa.org
(831) 775-3000



**FARM BUREAU
MONTEREY**

Attachment No. 2

1140 Abbott Street, Suite C, Salinas, CA 93901 • PO BOX 1449, Salinas, CA 93902

office (831) 751-3100 • www.montereycfb.com

RECEIVED

MAY 28 2019

SVSWA

May 22, 2019

Mr. Robert Cullen
President of the Board of Directors,
Salinas Valley Solid Waste Authority
128 Sun St., Ste. 101
Salinas, CA 93901

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

Dear Board President Cullen:

Over the past eight years that I have been Executive Director of Monterey County Farm Bureau I have made every effort to participate in forums and committees that the Salinas Valley Solid Waste Authority has activated for community stakeholders. Particularly, I participated on a SVSWA committee related to community trash and recycling issues for several years until it was disbanded due to inactivity. When called upon I have always responded and offered collaboration.

It came to my attention that the Salinas Valley Solid Waste Authority Board of Directors considered an Action Item for restructuring and renaming of the Citizen's Advisory Group on May 16th. The agenda item that came before your Board members was recommended by the General Manager for adoption, including a list of community stakeholders that were to be committed to the advisory group as standing members; the Report to the Board indicates the item seeks action by the Board to approve the changes.

What should be noted here is that (quoting from the Report to the Board of Directors from the General Manager) "the following membership structure was recommended by the Executive Committee for Board consideration" was never noticed or communicated to a "Farm Bureau Representative" prior to the Board request to take action on this agenda item.

While I am all for collaboration and stakeholder involvement, failure to secure our prior authorization for commitment and participation is not good form and is unacceptable in this day and age of rapid electronic communications.


Monterey County Farm Bureau participates on many community advisory councils and committees including TAMC, Monterey Bay Community Power, and Monterey County Convention & Visitors Bureau. In all these instances, our Board is notified in advance of the commitment, both in time and personnel requirements, and has a chance to review and accept the offer of participation.

In this case, our Board was not notified of this commitment nor given notice it was on your agenda as an Action Item.

I request clarification on how this item was brought to both the Salinas Valley Solid Waste Authority Executive Committee and Board of Directors without the notification to Monterey County Farm Bureau for a designated seat on the Citizen's Advisory Group.

Thank you for your prompt attention and response.

Sincerely,



Norman C. Groot
Executive Director

cc: Patrick Matthews, General Manager, Salinas Valley Solid Waste Authority
Board of Directors, Salinas Valley Solid Waste Authority (mailed to their respective municipal jurisdictions)

Keeping Farmers Growing for over 100 years



Report to the Board of Directors

ITEM NO. 10

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 20, 2019

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Approving the Bid Award to Don Chapin Company for the Johnson Canyon Compost Facility Concrete and Pumping Services in the Amount of \$99,430.39.

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the goal to Achieve 75% Diversion, by providing materials towards the construction of the Johnson Canyon Landfill Composting Facility which will divert organic materials from the landfill as required by new State laws such as AB 1826 and SB 1383.

FISCAL IMPACT

The purchase of the concrete will be funded by the existing Capital Improvement Projects account 9508.

DISCUSSION & ANALYSIS

The control air conveyance and distribution piping to provide air and leachate drainage for the aerated static pile composting process is encased in a series of concrete beams that are subgrade.

On May 15, 2019, staff solicited bids for the providing an estimated 502 cubic yards of concrete and pumping services. Bids were due May 30, 2019. A total of two bids were received. The selection of the vendor was based on lowest qualified bid.

The bids were opened on May 30, 2019 with the following results:

Bidder	Total Cost
Don Chapin	\$90,391.27
Graniterock	Non-Responsive

The request for proposals specifically asked for per yard pricing for concrete including material, delivery, pumping services, and sales tax. Don Chapin Company was the sole bidder to provide responsive pricing as requested. The total contract amount reflects a added 10% contingency to cover any additional costs if more concrete is needed or if the number of days the pumping equipment is on site exceeds the estimate.

BACKGROUND

With the aid of a grant from CalRecycle, the Authority is preparing for the expansion of the current organics recycling operation to achieve the levels of diversion and greenhouse gas emission reductions required by various state mandates. Per the Mandatory Commercial Organics Recycling Program (AB 1826), Short-Lived Climate Pollutants and Methane Emissions Reduction Strategy (SB 1383), as well as the California Global Warming Solutions Act (AB 32), disposal of organic materials (including food scraps) in landfills will effectively be eliminated by 2025. As part of this grant, the Authority is procuring materials required to construct the composting facility to provide the needed infrastructure to comply with these State mandates.

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING THE BID AWARD TO DON CHAPIN COMPANY FOR THE JOHNSON CANYON
COMPOST FACILITY CONCRETE IN THE AMOUNT OF \$99,430.39.

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 purchase aeration piping and fittings for the Johnson Canyon Compost Facility Concrete in the amount of \$99,430.39, 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 20th day of July 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
SOLID WASTE AUTHORITY

128 Sun Street, Suite 101
Salinas, CA 93902
831-775-3000 831-755-1322-fax



Greg Hesson
Director of Sales

Mobile: 831.970.3319
Email: ghesson@donchapin.com
Order Desk: 1.877.READY MIX

License #406512
2735 Bolsa Road
Hollister, CA 95012
Phone: 831.630.0443
Fax: 831.630.0458
www.donchapin.com

SALINAS VALLEY SOLID WASTE AUTHORITY

REQUEST FOR BIDS

To Provide

Ready Mix Concrete

May 15, 2019

SECTION 1 GENERAL INFORMATION

Introduction

The Salinas Valley Solid Waste Authority (Authority) seeks to purchase concrete and concrete pumping services for the construction of our aerated static pile compost facility. The concrete will be used to contain pipe used for aeration.

Bids Submittal

Bids must be received by 2:00 pm on Thursday, May 30, 2019.

Salinas Valley Solid Waste Authority
Attn: Erika Trujillo, Clerk of the Board
By Mail or Delivery: 128 Sun Street, Suite 101, Salinas, CA 93901

Bids received after this deadline will be returned unopened. The bids submitted by mail or delivery and any accompanying documents shall be submitted in a sealed envelope with 2-inch size words **"CONCRETE BID"** clearly marked on the lower right-hand corner of the envelope. Bids will not be accepted via email.

It is the bidder's responsibility to ensure that said bid is received by the Authority Clerk, at the Authority Clerk's Office, prior to the aforementioned designated date and time. Bid documents are available by emailing bids@svswa.org.

Schedule for Selection Process

Issue RFB	May 15, 2019
Bids Due	May 30, 2019
Notice to Proceed (tentative)	June 21, 2019

Pre-Award Conference

If requested, successful Respondent(s) shall meet with Authority representatives prior to the Award of Purchase to review the specifications and finalize the initiation of the proposed Contract.

Questions Regarding This Project

Questions regarding this project should be sent to:

Salinas Valley Solid Waste Authority
Attn: Rosie Ramirez
128 Sun St., Suite 101, Salinas, CA 93901
Email: bids@svswa.org
Fax (831) 755-1322

Copies of questions, and written responses, will be faxed or e-mailed to all those receiving RFBs.

Bids Evaluation Criteria

If and when an award is made, it will be made to the lowest responsive and responsible respondent(s) which is concluded at the time intent to purchase is determined by the Authority. In addition to the total bid price, other factors including prior performance, maintenance costs, warranty provisions, delivery cost and delivery time may be considered.

Reservations

The Authority reserves the right to do the following at any time, for its own convenience, and at its sole discretion:

- To reject any and all responses, without indicating any reasons for such rejection.
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any bids or

- procedure, as part of the RFB or any subsequent negotiation process.
- Terminate this RFB and issue a new RFB anytime thereafter.
 - Procure any materials or services specified in the RFB by other means.
 - Extend any or all deadlines specified in the RFB, including deadlines for accepting bids by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFB.
 - Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the response or other data available to the Authority. Such disqualification is at the sole discretion of the Authority.
 - Reject any Respondent that is in breach of or in default under any other agreement with the Authority.
 - Reject any Respondent deemed by the Authority to be non-responsive, unreliable, unqualified or non-responsible.

Notification of Withdrawals of Responses to RFBs

Responses may be modified or withdrawn prior to the date and time specified for RFB submission by an authorized representative of the respondent or by formal written notice. All responses not withdrawn prior to the response due date will become the property of the Authority.

Interpretation

Should any discrepancies or omissions be found in the RFB specifications/ requirements, or doubt as to their meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Authority will send written instructions or addenda to all participants in this RFB process. The Authority shall not be held responsible for oral interpretations. All addenda issued shall be incorporated into the Contract.

Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

Requirements of Proposer

The Proposer shall be required to:

1. Bear all costs of bids preparation.
2. Accept the Standard Terms and Conditions of the this RFB.
3. Be licensed with the State of California as required for this project.
4. Be knowledgeable of applicable California, federal laws, regulations and local ordinances.

Proprietary Information

All information appearing within the response is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope. Reference sealed envelope within the body of the response.

Brand Names, Model Designations and Descriptions

Technical equipment specifications contained in this RFB have been provided by using department(s)/agencies. Any brand names, model designations or descriptions that may appear in this RFB are solely for prospective vendor's reference and are used only as an indication of the general type and quality of equipment considered acceptable. Equipment and features listed herein are known to meet the performance and quality needs of user and are intended as a guide to prospective offerors. Offers on equipment of comparable quality and performance capabilities will receive consideration, providing they meet the technical approval of the Authority requesting department(s) and conform to conditions of this RFB concerning exceptions, variances and/or deviations.

AUTHORITY BID FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are subject to this Request for Bids at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of Authority's Request for Bids. Delivery is to Johnson Canyon Landfill, 31400 Johnson Canyon Road, Gonzales, Ca. 93926. The quantities estimated are 502 yards of concrete and 7 days of use for the pump truck.

Item 1 - Estimated 502 CY 4000 PSI Ready Mix Concrete

PRICE PER CY 138.00

PRICE FOR 502 CY 69,276.00

Item 2 - Concrete Pump Truck - Boom Style -

Minimum 75' horizontal reach - estimated 7-days

PRICE PER DAY 2,200.00

PRICE FOR 7 DAYS 15,400.00

8.25 % SALES TAX \$ 5715.27

(Concrete only)

TOTAL BID \$ 90,391.27

Standard Terms and Conditions

- A. Any exceptions to, or deviations from specifications, conditions, or requirements as noted in this request: CHECK ONE: ☒ None () Detailed Statement Attached (on company letterhead)
- B. Warranty offered, if any: Full explanation of standard parts and labor warranty, and duration (copy of warranty form must be attached).
- C. Delivery: All equipment will be delivered and fully operational within 15 calendar days after notice of award.
- D. Cash discount offered for prompt payment: 0 %, 30 days
- E. Invoicing. The Authority will only pay by original invoice. No invoices for partial shipments shall be authorized for payment 'Without prior approval by the Authority. Invoices in triplicate must be made to the Authority and forwarded promptly to the requesting department. Invoices must show purchase order number, name of requesting department, description of items purchased, unit prices, and all applicable taxes and shipping charges.
- F. Controlling Law. The Contract shall only be governed and construed in accordance with the laws of

the State of California and proper venue for legal action regarding the contract shall be the Authority.

G. Taxes, Charges, and Extras

- Unless otherwise definitely specified, the prices bid herein do not include Sales, Use, or other taxes. Phrases on any offer reading "Full Contract Price" or "Lump Sum Price" shall require prospective vendor to include such taxes, as may be valid and applicable, in the offered price. No additional tax charges shall be allowable when these phrases are used.
- No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the Authority, will be paid by the Authority unless expressly included and itemized in the offer.
- The Authority does not pay Federal excise taxes. Do not include these taxes in your price; but do indicate the amount of any such tax. The Authority will furnish an exemption certificate in lieu of such tax.

H. Award.

- Unless the prospective vendor specifies otherwise in his offer or the RFB states otherwise, the Authority may accept any item or group of items of any offer.
- The Authority reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- A written Purchase Order mailed, or otherwise furnished, to the awarded vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

I. Alteration or Variation of Terms. It is mutually understood and agreed that no alteration or variation of the terms of this request or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

J. Assignability. A contract is not assignable by Vendor either in whole or in part.

K. Compliance with Statute. Vendor hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

L. Samples. Samples of items, when required, must be furnished free of charge to the Authority and, if not destroyed by tests, may upon request made at the time the sample is furnished, be returned at the prospective vendor's expense.

M. Rights and Remedies the Authority for Default.

- In the event any item furnished by the Vendor in the performance of the contract or purchase order should fail to conform to specifications therefore, or to the sample submitted by the Vendor with his offer, the Authority may reject the same, and it shall thereupon become the duty of the Vendor to reclaim and remove the same, without expense to the Authority, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the Vendor fail, neglect or refuse so to do the Authority shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may thereafter become due to the Vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the Authority. In the event the Vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the Authority to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.
- Cost of delivery of an item which does not meet specifications, will be the responsibility of the Vendor.
- The rights and remedies of the Authority provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

N. Discounts

- Terms of less than 30 days for cash discount will be considered as net.
- In connection with any discount offered, time will be computed from date of complete delivery

of the supplies or equipment as specified, or from date correct invoices are received in the office of the requesting department if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the Authority warrant or check.

- O. Force Majeure. Contractor shall not be liable for any delays with respect to the contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.
- P. Severability. Should any part of the contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract which shall continue in full force and effect; provided that the remainder of the contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

I declare under penalty of perjury that this bid are complete and true and that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Bids.

Executed in SALINAS, California, on MAY 30, 2019

SIGNATURE  TITLE EXE. VICE PRESIDENT

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS CAROLINE CHAPIN HODGES

NAME OF FIRM THE DON CHAPIN CO., INC.

ADDRESS 560 CRAZY HORSE CYN RD CITY ZIP SALINAS

TELEPHONE 831-449-4273 EMAIL ADDRESS cchapin@donchapin.com

DATE May 30, 2019



Report to the Board of Directors

ITEM NO. 11

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: June 20, 2019

From: C. Ray Hendricks, Finance and Administration
Manager

Title: A Resolution Approving Supplemental
Appropriation of \$21,848 for CalRecycle's
Beverage Container Recycling City/County
Payment Program 2018-19

RECOMMENDATION

The Executive Committee recommends Board approval.

STRATEGIC PLAN RELATIONSHIP

The recommended action supports the Authority's Strategic Goal A: Select and Implement Facilities (e.g., Salinas Area Materials Recovery Center) and Programs that Lead to Achievement of at Least 75% Waste Diversion. This action enables collaborative beverage container recycling programs with member agencies to divert materials from the landfill.

FISCAL IMPACT

Annual funding for CalRecycle's Beverage Container Recycling City/County Payment Program (CCPP) is approved at the end of their fiscal budget. The Authority's FY 2018-19 Budget was adopted prior to notification of this funding award. Therefore, supplemental appropriations are needed to include the revenue and its associated expenditures, which is planned to be used as indicated below.

This funding is provided in advance to be expended between March 13, 2019 – March 1, 2021. Funds not expended by term end must be returned to CalRecycle. CalRecycle submits the payment directly to the member cities, the cities then remit the funds to the Authority for administering and reporting.

Grant Budget Items for CCPP 18-19	SVSWA FY 19-20 Budget
Training	2,700
Litter Clean Up	2,310
Recycling Education	822
Beverage Container Collection Programs	12,516
Advertising/Promotional	3,500
Total CCPP 18-19 Funding	\$21,848

The funding is pooled in the Authority's accounting; however, expenditures are tracked and reported individually for each City for which the Authority administers their funds. The funding will be used to assist the cities in implementing beverage container recycling programs, outreach and education, provide litter abatement services and supplies, and continue supporting the Central Coast Recycling Media Coalition.

DISCUSSION & ANALYSIS

The Authority has an Interagency Agreement with the Cities of Gonzales, Soledad, Greenfield, and King City to provide contract administration services of their respective franchise agreements with their waste haulers. As part of the Interagency Agreement, the Authority applies for and administers the cities' CCPP funds. Each year, staff works with each member city to identify recycling and waste reduction needs and then utilize the pooled CCPP funding to provide necessary recycling infrastructure, services, and/or outreach and education materials.

In December 2018, the Authority submitted funding requests for all its member cities for CalRecycle's CCPP 18-19 Cycle. Funds were awarded in March 2019 and cities were notified of payment issuance on May 7, 2019.

The CCPP 2018-19 funds were awarded as follows:

Member Agency	City Funding
City of Gonzales	5,000
City of Soledad	6,848
City of Greenfield	5,000
City of King	5,000
Total CCPP 18-19 Funding	\$21,848

Prior funds have been used to purchase recycling infrastructure, brochures, and signage for various schools and businesses and public spaces throughout the Authority's jurisdiction. Funds were also used to support regional programs such as the litter cleanup along Highway 101 near Gonzales and participation in the Central Coast Recycling Media Coalition for public outreach through media advertisement. Staff continuously collaborates with its member cities on the use their funds as required under program guidelines.

BACKGROUND

CalRecycle administers the Beverage Container Recycling City/County Payment Program to provide opportunities for beverage container recycling and litter cleanup activities. The **program's goal** is to reach and maintain an 80 percent recycling rate for all California refund value beverage containers -- aluminum, glass, plastic and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

The Authority administers CCPP funding for the cities as a service under the Interagency Agreement to provide contract administration services of the cities franchise solid waste. Depending on whichever is greater, each city is eligible to receive a minimum of \$5,000 or an amount calculated on a per capita basis. The **State's Controller's Office sends the payments** directly to the City Managers and then the funds are remitted to the Authority.

The funds have provided critical public education on the importance of bottle and can recycling through school programs, mass advertising, and outreach events. In addition, funds have been used to provide recycling containers and park benches/tables made from recycled materials for member cities, and to sponsor regional litter abatement programs.

ATTACHEMENT(S)

1. Resolution

RESOLUTION NO. 2019 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING A SUPPLEMENTAL APPROPRIATION OF \$21,848 **FOR CALRECYCLE'S**
FY 2018-19 BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM

WHEREAS, on March 21, 2019, the Board of Directors of the Salinas Valley Solid Waste Authority approved the Fiscal Year 2019-20 Operating Budget; and,

WHEREAS, CalRecycle issued notice of funding award for the City/County Payment Program 2018-19 **after the approval of the Authority's Fiscal Year 2019-20 Budget**; and,

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority that a Supplemental Appropriation of \$21,848 **for CalRecycle's Beverage Container Recycling City/County Payment Program 2018-19** is hereby approved; and,

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

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 20th day of June 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:


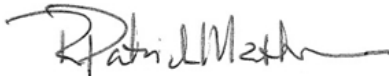
ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

Erika J. Trujillo, Clerk of the Board

 <p>Report to the Board of Directors</p>	ITEM NO. 12
	<p>N/A</p> <hr/> <p>Finance and Administration Manager/Controller/Treasurer</p>
	<p></p> <hr/> <p>General Manager/CAO</p>
<p>Date: June 20, 2019</p> <p>From: Patrick Mathews, General Manager/CAO</p> <p>Title: A Resolution Approving the Crazy Horse Landfill Solar Development Memorandum of Understanding (MOU) with ISM Solar Solutions (ISM)</p>	<p>N/A</p> <hr/> <p>General Counsel</p>

RECOMMENDATION

Staff recommends that the Board approve the resolution.

STRATEGIC PLAN RELATIONSHIP

The proposed project support SVR's prior Goal to Utilize our Closed Landfills to Generate New Revenues and our Mission to promote sustainable and cost-effective practices.

FISCAL IMPACT

No fiscal impact at this time. This MOU will establish the site control necessary for ISM to complete the interconnection study and cost estimating from PG&E to support the project and allow ISM to prepare a formal lease and/or revenue sharing offer to the Authority.

DISCUSSION & ANALYSIS

The proposed Memorandum of Understanding (MOU) is the first step towards developing a final proposal and long-term lease with ISM for the proposed project. This MOU allows both SVR and ISM to focus on the development of subsequent agreements with the energy purchasers and PG&E. ISM must provide guarantees of control of the project grounds and exclusive rights to develop the project in order to complete the interconnection application with PG&E.

Interconnection is the process of putting the new energy output from the project onto the electrical distribution lines. PG&E must complete this study to determine the level of upgrades and costs needed to the transmission lines and related substations to accommodate this larger scale project. The outcome of this study is needed for ISM to finalize the project economics and final offering to the Authority (land lease and/or revenue sharing).

This MOU provides ISM with access to the project site and exclusive rights to develop this project for a period of one year.

BACKGROUND

On January 23, 2014, the Board directed staff to develop revenue generating projects suitable for closed landfill sites. Consequently, a Request for Proposals was issued on October 6, 2014 and proposals were received on January 22, 2015. Of the two proposals received, ISM offered a No Cost Proposal.

On May 20, 2015, the Board approved a resolution to develop a Memorandum of Understanding for a future solar project at the Crazy Horse Landfill which includes securing an interconnection agreement with Pacific Gas and Electric.

On July 30, 2015, the SVR Board directed staff to present to the Board for action the Crazy Horse Landfill Solar Development Memorandum of Understanding with ISM. As noted in the May 20, 2015 Board report, this MOU would implement the Board's commitment to support a yet-specified interconnection agreement with PG&E and to enter into an MOU with the County under PG&E's Renewable Energy Self Generation Bill Credit Program.

ISM and SVR offered the County a fixed price contract for 20 years with no escalation. The initial rate was set at parity with PG&E rates so it was expected, based on past PG&E rate history, that over time the County would see significant increasing savings over time as PG&E rates increased and the ISM rate remained fixed at the 2015 level. The pending formation of Monterey Bay Community Power (MBCP) and concerns regarding future PG&E rates resulted in the administration deferring action on this offer.

With the formation of MBCP, this project was temporarily placed on hold to see what types of potential power purchasing agreements would be made available to support local renewable energy build out projects, such as this. ISM has been in communication with MBCP, King City Community Power, PG&E and other potential direct purchasers of renewable power to help finalize the project. The work to secure a final power purchaser(s) will continue during the interconnection study period.

ATTACHMENT(S)

1. SVR-ISM MOU

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING THE CRAZY HORSE LANDFILL SOLAR DEVELOPMENT MEMORANDUM OF
UNDERSTANDING WITH ISM SOLAR SOLUTIONS, LLC (ISM)

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 (SVSWA) to execute the Memorandum of Understanding (MOU) between ISM Solar Solutions, LLC (ISM) and SVSWA, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 20th day of June 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Robert Cullen, President

Erika Trujillo, Clerk of the Board

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) is made and entered into as of the 20th day of June, 2019, by and between ISM SOLAR DEVELOPMENT, LLC, a Delaware limited liability company (“ISM”) and SALINAS VALLEY SOLID WASTE AUTHORITY, a public corporation of the State of California (“SVSWA”).

WHEREAS, SVSWA operates the Crazy Horse Landfill located in Salinas, CA;

WHEREAS, SVSWA used ClosureTurf® to close and cap portions of the Crazy Horse Landfill;

WHEREAS, ISM is authorized and licensed by Watershed Geosynthetics LLC, the owners of the ClosureTurf® technology, to develop solar projects on ClosureTurf® installations; and can deploy proprietary racking technology on ClosureTurf® that will increase the value of a solar project at the Crazy Horse Landfill;

WHEREAS, ISM has agreed at its sole cost and expense to develop the comprehensive elements of an option agreement (“Option Agreement”) that grants ISM the right to enter into a surface lease to develop, install and operate a solar project at the Crazy Horse Landfill (the “Project”); and

WHEREAS, ISM and SVSWA each desires to memorialize and be legally bound by certain terms and conditions relating to the Project and the negotiations for the Option Agreement as herein provided.

NOW, THEREFORE, the parties agree as follows:

1. Preliminary Due Diligence; Exclusivity. For a period of one year after the execution of this MOU, SVSWA shall (a) grant ISM the exclusive right to access the Crazy Horse Landfill to complete at its sole expense its preliminary due diligence and investigate the development of solar projects on the Crazy Horse Landfill; (b) exclusively negotiate with ISM in good faith the terms of the Option Agreement and underlying lease; and (c) refrain from pursuing any discussions or agreements, directly or indirectly, with any other solar developer or its representatives and agents.

2. Conditions of Access. ISM and its employees, agents and consultants (for purposes of this paragraph, collectively, “ISM”) may have access to the Crazy Horse Landfill subject to the following terms and conditions: (1) ISM shall give SVSWA at least 3 working days advance written notice of ISM’s proposed access to the landfill, and shall obtain the SVSWA’s consent prior to taking such access; (2) unless otherwise agreed to by the SVSWA, ISM shall confine its access to the landfill property during the hours of 6 am to 6 pm, weekdays, holidays excluded; (3) ISM shall confine its activities at the landfill to observations, measurements and photographs and shall not place any equipment or structures on the property, engage in any destructive testing, or disturb the property--

Exhibit A

including any environmental control systems at the landfill-- without the prior written consent of the SVSWA; (4) ISM shall cause the SVSWA to be named an additional insured under ISM's commercial general liability policy and shall provide the SVSWA with a certificate of coverage evidencing such coverage and additional insured status prior to taking access to the property; and (5) ISM shall defend, hold harmless and indemnify the SVSWA and its directors, officers, employees, consultants and agents from any claims, lawsuits, fines, and/or damages to the extent caused by ISM's activities while on the landfill property.

3. Feasibility. ISM currently expects that the electricity generated by the Project will be sold via a Power Purchase Agreement (PPA) to Monterey Bay Community Power, King City Community Power, or similar Community Choice Aggregation; or by some other mechanism administrated by those organizations; or via a future community solar program. Given ISM's investment in diligence, the long-term nature of solar developments, and associated utility infrastructure upgrades, and ISM's rights to develop solar projects on ClosureTurf®, the Option Agreement and underlying leases may grant ISM development rights for a term of twenty (20) or twenty-five (25) years with extensions. Subject to final due diligence, ISM intends to exercise its option and enter a lease, when it has obtained any necessary permits and approvals and is otherwise ready to start construction.

4. Economics. SVSWA will be paid a competitive, market-based lease rate commensurate with system size and PPA or community solar rates for a fixed-tilt array in the Salinas Valley area. The lease rate will incorporate the timing and cost of interconnection and any associated utility system upgrades. The subsequent Option Agreement and Lease will define the lease rate to be paid to SVSWA for use of its land.

5. Trade Secret Information. ISM acknowledges the SVSWA is subject to the California Public Records Act, found at California Government Code sections 6250-6270 (the "PRA"). Pursuant to the PRA, the SVSWA must disclose to members of the public requesting such information, all information in its files that constitute a "public record" as defined in the PRA, except for certain categories of information, including information qualifying as a "trade secret" under California Civil Code subsection 3426.1(d). That subsection reads:

"Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

For purposes of this Agreement, "Trade Secrets" shall mean documents and electronic information meeting this definition that are: (a) clearly designated on their face by ISM as "Trade Secrets" and (b) disclosed by ISM to the SVSWA during the term of this Agreement. ISM shall mark as "Trade Secret" any Trade Secret information disclosed by ISM to the SVSWA. ISM warrants and represents to the SVSWA that any Trade Secret information designated as such by ISM qualifies as a Trade Secret as defined herein.

Exhibit A

The SVSWA shall hold ISM's designated Trade Secret information in confidence, and shall not disclose such Trade Secret information to third parties (with the exception of the SVSWA's legal counsel and consultants and agents retained by the SVSWA to assist it for the Business Purpose who have agreed to be bound by the terms and conditions of this agreement) without the prior written consent of ISM, except as required by the PRA, or otherwise compelled by process of law, including a federal or state court or administrative agency subpoena or order.

The SVSWA shall restrict disclosure of the Trade Secret information to directors, employees, consultants, counsel and agents as described above who have a need to know the Trade Secret information for the Business Purpose.

The SVSWA shall not use the Trade Secret information for any purpose other than: (a) to discuss and evaluate a potential business relationship between the parties relating to a solar energy generation project, and (b) to negotiate any resulting contracts (collectively, the "Business Purpose").

The obligations of this paragraph shall terminate with respect to any particular portion of the Trade Secret information which (a) was in the SVSWA's possession prior to disclosure to it by ISM; (b) is or hereafter becomes, through no fault of the SVSWA, part of the public domain; (c) is furnished to the SVSWA by a third party after the time of disclosure hereunder as a matter of right and without restriction on its disclosure; (d) is independently developed by employees or agents of the SVSWA independently of and without reference to the Trade Secret information; or (e) is required to be disclosed by process of law, including a subpoena or order of a court or administrative agency. The obligations of this paragraph shall expire 24 months after the execution of this Agreement.

6. Injunctive Relief. SVSWA understands and acknowledges that any breach of this Agreement or disclosure or misappropriation of any Trade Secret information in violation of this Agreement may cause ISM irreparable harm, the amount of which may be difficult to ascertain and, therefore agrees that ISM shall have the right to apply to a court of competent jurisdiction for an order restraining any such further breach of this Agreement or disclosure or misappropriation of Trade Secret information and for such other relief as ISM shall deem appropriate, such right of ISM to be in addition to the remedies otherwise available to ISM at law or in equity.

7. Return of Materials. SVSWA agrees to return all original and duplicate copies of all Trade Secret information, without retaining any copies or notes, promptly following ISM's request.

8. Miscellaneous. ISM and the SVSWA shall be mutually bound and obligated by the provisions of paragraphs 1,2,5,6,7,8 and 9 of this MOU. The other paragraphs of this MOU are not binding on the parties. As so specified, this Agreement shall be binding to the extent stated in paragraph upon and inure to the benefit of the parties hereto and their successors and assigns; provided, that neither party may assign this Agreement without the prior written consent of the other party. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements

Exhibit A

and communications with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile or other electronic means will constitute effective execution and delivery of this Agreement. This MOU has been negotiated, executed, and delivered in, and shall be deemed to have been made and entered into in the State of California, and the validity of this MOU, its construction, interpretation and enforcement, and the rights of the parties hereunder shall be determined under, governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California.

9. Notices. Any notice or communication under this MOU shall be in writing. Notice shall be considered delivered: (i) on the date of delivery if delivered by hand or email, (ii) on the next business day if delivered by a recognized overnight carrier, or (iii) three (3) days after deposit in the U.S. Mail if sent by certified mail, postage and charges prepaid. All notices shall be directed to the following addressees or to such other or additional addressees as either Party to this MOU might designate by written notice to the other Party:

To ISM:

Gregory Lucini
ISM Solar Development, LLC
940 Waterman Avenue
East Providence, RI 02914
Telephone: (401) 435-7900
E-mail: glucini@ismgroup.com

With copies to:

Richard N. Chassin, Esquire
Becker, Glynn, Muffly, Chassin & Hosinski LLP
299 Park Avenue
New York, NY 10171
Telephone: (212) 888-3033
E-mail: rchassin@beckerglynn.com

To SVSWA:

Patrick Mathews
General Manager/CAO
128 Sun Street, Suite 101
Salinas, CA 93901
Telephone: (831) 775-3000
E-mail: patrickm@svswa.org

With copies to:

Roy C. Santos
SVSWA General Counsel
2440 Tulare Street, Suite 410
Fresno, CA 93721
Telephone: (559) 445-1580
E-mail: rsantos@awttorneys.com

Exhibit A

IN WITNESS WHEREOF, the duly authorized representative of each party hereto has executed this Agreement below as of the dates below written.

SALINAS VALLEY SOLID WASTE AUTHORITY	ISM SOLAR DEVELOPMENT, LLC
By: _____	By: _____
Name: <u>R. Patrick Mathews</u>	Name: _____
Title: <u>General Manager/CAO</u>	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM:

Roy C. Santos
SVSWA General Counsel



Report to the Board of Directors

ITEM NO. 13

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 20, 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.

DISCUSSION & ANALYSIS

The Authority has a 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 1988 Ford Water Truck.

Description	Vin Number	Reason for Surplus	Estimated Value	Estimated Revenue from:
1988 Ford Water Truck	1FDYU90W4JVA18405	Repairs exceed value of UNIT	\$2,500 - \$5,000	Sale / Scrap

Staff would like to surplus the above listed equipment based on its operational status, age, and cost of required repairs. The Ford water truck was purchased in 2015 from Recology, the previous landfill operators for \$4,000. The unit is estimated to be worth potentially \$2,500 to \$5,000. If the unit cannot be sold, it will be scrapped for metal value. The water truck was replaced with a recent purchase of a 2012 International Pro-Series water truck.

BACKGROUND

The Authority purchased the requested surplus equipment in 2015 to assist the landfill with disposal of leachate collected in the Leachate Collection System. The repairs needed by the water truck exceed the value of the unit at this time and a surplus is recommended.

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:

- 1988 Ford Water Truck VIN No. 1FDYU90W4JVA18405

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 20th day of June 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

ITEM NO. 14

N/A

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 20, 2019

From: Robert Cullen, President

Title: Minutes and Summary of Meeting between
SVR and City of Salinas representatives
regarding Compromise Offer related to Notice
of Withdrawal

RECOMMENDATION

Staff recommends Board accept this report and meeting minutes.

STRATEGIC PLAN RELATIONSHIP

Beneficial resolution of this issue directly relates to the Authority's continuing Mission to provide “..cost effective practices..” and its Vision to “..balance rates and services..”

FISCAL IMPACT

There is no immediate fiscal impact, however timely resolution is important to maintain low-cost and fiscally sustainable services for all member agencies, and to cost effectively prepare for the upcoming SB 1383 mandates.

DISCUSSION & ANALYSIS

Attached are the minutes of the May 29, 2019 meeting between the City of Salinas and the Authority. Highlights of the meeting included:

- The City representatives recognize and acknowledge the need for development of a permanent Public Recycling and Service Center within the City or in close proximity.
- The direction from the group was for the Authority and City to work collaboratively to identify acceptable new public service center locations and work towards an organized transition from the Sun Street location to a new location.
- The City Manager indicated that the current consultant studies related to renegotiating the Republic Services Franchise agreement and considering options for the future of City waste management operations, including withdrawal from the Authority, will continue. No final decision to remain a member of the Authority or continue to withdrawal will be made until after the report is completed. The first draft of the report is not expected until August/September 2019.

BACKGROUND

At the request of the Board of Directors, a meeting was scheduled with senior staff of the Authority and the City of Salinas, the Board's **Executive Committee** and one additional Salinas representative sitting on the Authority Board of Directors. The meeting occurred on May 29, 2019. **The purpose of this meeting was to discuss to Board's compromise offer** provided to the City of Salinas on March 8, 2019.

The purpose of the compromise offer was to address the City's desire to relocate the Sun Street Transfer Station outside the future Alisal Market Place development area, the Authority's long standing need for development of a permanent and fully enclosed public recycling and service center for the community, and to secure a rescission of the City's notice of intent to withdraw and eliminate/reduce the public expense of another study.

ATTACHMENT(S)

1. Minutes of May 29, 2019 Meeting

COPY TO: Ray Corpus, Salinas City Manager

Salinas Valley Solid Waste Authority

City of Salinas

Meeting Notes

May 29, 2019

2:30 p.m.

Attendees:

City of Salinas	Salinas Valley Solid Waste Authority
Christopher A. Callihan, Attorney	Roy Santos, General Legal Counsel
Gloria De La Rosa, Councilmember/SVSWA	Robert Cullen, President
Board Vice President	Chris Lopez, Alt. Vice President
Christie Cromeenes, Councilmember/SVSWA	Patrick Mathews, General Manager/CAO
Board Member	Cesar Zuñiga, Asst. General Manager
David Jacobs, Public Works Director	Mandy Brooks, Resource Recovery Manager
Jim Sandoval, Asst. Public Works Director	Ray Hendricks, Finance and Administration
Ray E. Corpuz, City Manager	Manager
Matt N. Pressey, Finance Director	Erika J. Trujillo, Clerk of the Board

Meeting Topics

Introductions

Mr. Cullen welcomed everyone, introduced himself, and invited a brief introduction of all attendees.

Settlement Offer Business Points to Avoid Salinas Withdrawal as Authority Member

Mr. Cullen provided a brief history on the reason for the meeting. He indicated the City of **Salinas' One-Year Notice of Intention to Withdraw from the Joint Powers Agreement (JPA)** with the Salinas Valley Solid Waste Authority (SVSWA), dated December 6, 2018, triggered the development of the settlement offer presented to the City of Salinas (COS) that will be discussed at this meeting. Mr. Cullen explained that the notice created havoc and the offer presented to the COS was approved by the SVSWA Board in the effort to try to **balance things and meet the COS and SVSWA's needs.** He indicated the Board is understanding of the need to relocate the Sun Street Transfer Station to accommodate the Alisal Market Place project and has been attempting for several years to relocate the **transfer station in an effort to meet both the city's and customer's needs.** Mr. Cullen invited comments from Mrs. De La Rosa and Mr. Lopez as representatives of the SVSWA Executive Committee.

Mrs. De La Rosa indicated it has been a long process and is glad everyone is in this meeting to be able to listen to the COS needs and wants.

Mr. Lopez expressed his desire to identify a path forward for SVSWA, expressing his concerns about the recurring conversation regarding the move of the Salinas transfer station that has carried over for several years. He stated he would like to identify a long-term solution and a clear understanding of the desire of the COS of maintaining a transfer station within city limits or not.

Mr. Cullen further commented that the SVSWA Board is aware of the current study being conducted by R3 Consultants for the COS related to waste management and the audit of the COS franchise agreement. He expressed the understanding by the SVSWA Board of all the moving pieces related to this study and requested a status update of the study.

Mr. Corpuz indicated that the COS would like clarification on a few points of the settlement offer, timeline, and reason for offering it. He indicated R3 Consultants was hired to conduct a study and provide a report of the good, bad and ugly, related to waste, new organics legislation, and renegotiating the Republic Services franchise agreement. He indicated that the COS Council has deemed the cost to the Salinas rate payer a key criterion for the future decisions to be made. He indicated completing all due diligence of the study is important so that the COS Council can make informed decisions, as well as the renegotiating of the franchise agreement. He stated that the COS Council will seek public comment on the study after completion. Mr. Corpuz also stated that he understands the negative impacts imposed upon SVSWA by the COS Council's action of issuing the notice to withdraw. He indicated the Alisal Vibrancy plan will be presented to the COS Council in June with recommendation and feedback coming from 24 residents not directly involved with special interest groups of the city.

Mr. Sandoval indicated the COS agrees for the need of a local facility for self-haul customers. He indicated the COS will review the findings of the study and the results of the audit of the franchise agreement to assess the waste processing for the COS.

Mr. Cullen expressed his concern with the estimated completion date of August for the study being conducted by the R3 Consultant. Specifically, his concern is that the analysis and discussion of the study at the COS Council level will likely result in a final decision being made too close to the December withdrawal date. The repercussions of that are significant because it does not allow the SVSWA to plan for the future, and has further impacts on employees, bond holders, customers and the residents of Salinas.

Mr. Corpuz indicated he has discussed with the County of Monterey their previous intent to withdraw from the JPA and they had indicated their intent was to withdraw at the end of a fiscal year. He stated this would be considered as an option for the COS, indicating the December deadline is not necessarily the withdraw date.

Mr. Cullen indicated that because there is nothing in writing it is difficult for SVSWA to plan for anything other than a December withdraw date. Therefore, obligations for notices such as **employee terminations and bond holders' notices would be given months prior to the December date.** That becomes nearly impossible given the question marks surrounding COS' plans. Mr. Cullen requested General Manager/CAO Mathews review and explain the bullet points within the settlement agreement to allow the COS to ask questions.

Mr. Mathews reviewed each of the bullet points in detail within the settlement offer. He explained the dates offered in the settlement offer were based on the time the offer was originally presented to the COS and are subject to adjustments and flexible within reasonable and realistic expectations. The process of relocating the transfer station without interruption of services would require a process such as CEQA, sale of the existing transfer station, moving of the transfer station and other operation factors that must be considered when it comes to adjusting the dates. He indicated that all bullet points in the settlement

offer would be placed in a Memorandum of Understanding format for the entities to execute. He clarified that the services currently being offered to Republic Services are not mandated to be done by SVSWA as they have been provided at the past request of the City of Salinas and Republic Services to improve franchise productivity and reduce traffic.

Mr. Corpuz inquired on the type of transfer station SVSWA is considering.

Mr. Mathews indicated that is open for discussion. With Republic Services purchasing Madison Lane it is unknown at this time if any shared services opportunities are available. He indicated they have expressed interest but there has been no offer or commitment.

Mr. Cullen clarified that SVSWA has no intent in moving what is currently at the Salinas transfer station, an open transfer station, to another location. SVSWA intent has always been to have an enclosed facility. Mr. Cullen inquired if R3 Consultant would be contacting SVSWA for data related to waste flow for their study.

Mr. Sandoval indicated they are working on a questionnaire to contact SVSWA.

Mr. Cullen inquired about the identification of a developer interested in the Alisal Market Place.

Mr. Corpuz indicated they have received general interest on the Alisal Market Place. He indicated that the Alisal Market place is part of a census tract designated as an Opportunity Zone. He indicated the COS has already had two workshops to help identify potential projects in the City identified in Opportunity Zones and has received one proposal. It has been heavily marketing several projects and has brought people out who have expressed interest.

Mr. Mathews inquired about possible sites identified within the COS Opportunity Zones that could be beneficial for SVSWA or appropriate for a transfer station, as repair or replacement of public infrastructure is one objectives of the Opportunity Zone designation.

Mr. Corpuz indicated there might be sites within the COS and opportunities for the SVSWA.

Mr. Corpuz inquired about the commitment of the bond stated within the settlement offer. He stated that the COS is committed to the bonds regardless of whether they withdraw from the agency or stay.

Mr. Mathews clarified the intent is to look for stability as the withdrawal of the COS will cause SVSWA to lose the economy of scale causing financial burdens with annual carrying costs.

Mr. Pressey inquired about the estimated anticipating annual carrying cost.

Mr. Mathews indicated aside from bond obligation there are closure and post-closure care costs, environmental issues that would require an irrevocable letter of commitment in case of unforeseen damages caused at one of the closed landfills and other carrying cost such as the maintenance of property where the transfer station is located if moved prior to it being sold.

Mr. Sandoval inquired about the greenwaste contract with Republic Services and the subsequent effect on the rate increase for the AB939 fees.

Mr. Hendricks indicated there is a shortfall of approximately \$313,000 due to the contract and continuing subsidy of the low Salinas rate. He stated that if the COS would allow the rate to be equalized for all the members, the AB939 fee increase would not be added, which would end the South County cities and unincorporated county subsidizing the Salinas rate payers.

Mr. Mathews explained the Organics fees will not be going down because AB 1823 is more rigorous than AB939. To comply with the mandate, it will require more staff and equipment either from the COS or SVSWA.

Mr. Corpuz inquired about the value expected by SVSWA for the Sun Street property if sold.

Mr. Mathews stated the Board had previously requested fair market value, or at least what it was purchased for, which was approximately \$3.8 million. The last appraisal came in at \$4 million in 2014.

Mr. Corpuz expressed his appreciation for the meeting indicating it was very helpful.

Mrs. Cromeenes expressed her gratitude for SVSWA, the work being done to educate the community and youth on organics and recycling. She wanted to reiterate what she has said to the COS staff of a transfer station being needed within the city that handles recycling, waste, and household hazardous waste. She expressed her concern with a facility outside of the city limits as this would potentially cause more litter within the city. Mrs. Cromeenes requested City staff to work collaboratively with SVSWA staff to find viable options for a self-haul facility within the city limits.

Mr. Lopez reiterated wanting a clear direction from the COS on what they want.

Mrs. De La Rosa expressed her understanding from Mr. Corpuz that is to work cooperatively with SVSWA and reiterated the need to have a self-haul facility in the city.

Mr. Mathews expressed his concern related to the organics grant received from CalRecycle for \$1.3 million in which all member agencies committed their organic waste stream. He indicated the facility is almost complete, but that the grant is now at risk with the potential loss of COS' organic waste stream.

Mr. Santos commented that SVSWA settlement offer was presented and no response on an agreement or counteroffer has been received. He would like some terms of offer or a rough estimate of when SVSWA would get a response or counteroffer as SVSWA needs to start preparing for a possible withdraw. Mr. Corpuz did not provide terms but agreed on the urgency to discuss with the COS Council.



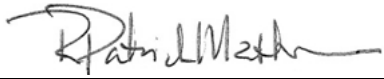
Mr. Cullen indicated SVSWA cannot wait much longer for the COS to make a decision on the notice to withdraw before it needs to consider sending notices to employees and bondholders. He requested that COS staff present this item, including the numerous negative impacts, to the COS Council as soon as possible for comment and for them to provide direction to staff on how to proceed.

Mr. Sandoval inquired about a partnership between SVSWA and Republic Services for the self-haul customers to go to the Madison Lane Transfer Station.

Mr. Mathews indicated interest has been expressed from Republic Services, however, there has been nothing concrete presented. He explained there are many factors to take into considerations such as the amount of permitted tonnage needed by Republic Services for their own operation, extension of permits if tonnage needs to be increased, road improvements previously promised to the Boronda community, amongst other variables.

Conclusion

Meeting concluded at 3:40 p.m.

 <p>Report to the Board of Directors</p>	ITEM NO. 15
	
	Finance and Administration Manager/Controller/Treasurer
	
Date: June 20, 2019	General Manager/CAO
From: Cesar Zuñiga, Assistant General Manager / Operations Manager	N/A
Title: Future Organics Infrastructure and Equipment Needs	Legal Counsel

RECOMMENDATION

Staff recommends that the Board receive the staff presentation and provide direction.

STRATEGIC PLAN RELATIONSHIP

The development and expansion of the Organics processing programs that assist with diversion of materials such as curbside green waste, residential and commercial food waste, clean wood, agriculture culls, and bagged organics are required to comply with California Senate Bill 1383 (Short Lived Climate Pollutants). Diversion of these organic materials support SVR Goal to 1) Select and Implement Facilities and Programs that Lead to Achievement of at Least 75% Waste Diversion by processing and diverting clean and re-usable wood, organics, agricultural culls, and food waste from loads delivered to our facilities.

FISCAL IMPACT

The Fiscal Year 2019-20 budget has sufficient funding to cover the existing program for Organics processing currently done through a contracted operation which assumes composting operations are performed by our current operator, Vision Recycling. The budget also has funding to cover the two employees assigned to operate the agricultural waste debagger system.

The future organics infrastructure and equipment needs, at full growth build out, could require a capital investment up to \$2,400,000 over the next few years, plus the addition of up to fourteen new employees. The estimated cost per ton to implement these programs at full build out is estimated at \$45.30 per ton, which can be further reduced by the sale of compost materials and products from the processing operation, if solely operated by Authority staff.

DISCUSSION & ANALYSIS

Over the past three years, staff has been providing updates and information to the Board of Directors regarding regulations that will have impacts statewide and mandate the diversion of organic materials from being landfilled. The Authority Board has been presented options that explore the expansion of the current organics recycling operation to achieve the levels of diversion and greenhouse gas emission reductions required by various state mandates, including the Mandatory Commercial Organics Recycling Program (Assembly Bill (AB) 1826) and Short-Lived Climate Pollutants and Methane Emissions Reduction Strategy (Senate Bill 1383), which effectively eliminates the disposal of organic materials (including food scraps) in landfills by 2025. SB 1383 goes into law on January 1, 2020 with a state goal of 50% diversion of

organics from landfilling. Enforcement begins on January 1, 2022 with fines and penalties implemented on January 1, 2024. By 2025, the State must reach a diversion rate of 75% of organics from landfills and 20% increase in recovery and distribution of edible food. Staff has taken many steps to implement programs to assist in meeting these mandates and presented them to the Board over the past few years. Additional steps and Board direction are required to stay on top of the upcoming milestones under these new and substantial regulations.

At the January 25, 2017 Board Retreat, staff was asked to recommend a final decision on a Construction and Demolition Recycling Program for inclusion in the SVR 2017-2018 budget. The item was presented to the Board on May 2017, March 2018, and November 2018, but a decision was delayed for several reasons.

In 2017, the Authority was also awarded a grant from CalRecycle for the development of Organics infrastructure. . The Grant allows for funding the essential capital improvements that are required to begin incorporating food waste into a composting operation and begin diverting packaged ag produce that is currently being landfilled. The construction of the expanded organics program is nearly complete and includes a debagger used to remove organics from bagged or packaged containers and the equipment required for Aerated Static Pile Composting System. The organics infrastructure is anticipated to have full capacity to produce up to 75,000 tons of compost and 25,000 tons of other landscape related products.

In order to fully utilize the infrastructure being developed to divert organics from the landfill and assist member agencies in complying with SB 1383, staff has established a list of equipment and staff needs required to divert 75% of organics from landfills at full facility build out. Some or all of this equipment can be direct investment by the Authority or contracted for through private partners such as Vision Recycling. At full build out, the system is anticipated to process up to 100,000 tons of material to achieve state mandates by 2025. This could require additional service contracts and/or equipment purchases of up to \$2,500,000 that includes:

- **Covered Receiving Area for Packaged Ag Waste (litter control)*
- Horizontal Grinder
- Trommel Screen
- Air Separator
- **Elevated Pick Station (wood recovery and organics feedstock clean-up)*
- Excavator
- **Medium Loader (dedicated to debagging operation)*
- Large Loader
- Water Truck
- Compost Mixer
- Pump Truck

The Items with an asterisks (*) are identified as recommended Authority investments for upcoming FY 2019/20, with other potential equipment or service contracts to be considered in future fiscal years based on program growth, service demand and partnership structures.

The organics diversion programs will also require additional personnel/contractors to operate the equipment and process the material if the programs grow as expected. It is anticipated that at full build out a total of up to fourteen additional employees may be needed.

In the future, the Authority may also consider taking over its organics processing program from the current contracted services to control cost and receive full benefit from the revenue source associated with the sale of finished compost and landscape products. As was the case

with other Authority run operations, such a decision will always be based on cost-benefit analysis and negotiations with stakeholders/partners to establish the most cost-effective operating and financial structure to control customer rates. The operation would require purchasing all the above listed processing equipment to run the program and at full build out the program could result in up to fourteen new jobs.

Another important recovery task is the separation of clean wood from mixed loads received **at the Authority's facilities**. Staff has previously presented programs to the Board that target the removal of clean, reusable wood. The recycling of clean wood is significant part of the SB 1383 organics recovery mandate and is used to create several finished products for resale to landscapers.

In light of this ongoing need to consider adding cost-effective processing capacity to support organics recovery, staff has identified a lower cost option for filling the immediate need for an *Elevated Pick Station (wood recovery and organic feedstock clean-up)*, identified above. We have located used pick station equipment that we believe can be purchased at a fairly low price and fully rehabilitated at a lower cost than new equipment. Of particular interest is a used unit owned by the County of Santa Cruz that is currently for sale. Staff will be discussing this option during our presentation and seeking Board input on the option of bidding on this used equipment while it is still available.

Staff continues to look for ways to implement programs to assist member agencies, while minimizing cost by providing cost efficient operations. As the implementation of SB 1383 nears on January 1, 2020, we must begin to implement programs that can handle the tonnage that is expected to be diverted from local jurisdictions.

BACKGROUND

At the February 29, 2016 Board Retreat, staff was given the task to prepare and present a cost benefit analysis for processing Construction and Demolition by SVR staff. Staff presented the findings of the cost analysis in a staff report on June 16, 2016.

At the October 20, 2016 Board meeting, staff presented the results of the updated cost analysis to process Construction and Demolition material to recover recyclable materials. The Board accepted the report, but no direction was provided.

At the April 20, 2017 Board meeting, a presentation was provided to the Board discussing the Mandatory Commercial Organics Recycling (AB 1826) and Short-Lived Climate Pollutants and Methane Emissions Reduction Strategy (SB 1383). The time frame associated with these regulations were presented to the Board along with potential options for complying with the regulations.

A presentation was given to the Board at the May 18, 2017 Board Meeting discussing cost benefit analysis for providing these services, comparing costs between SVR and MRWMD. The Board deferred a decision until the spring of 2018.

A presentation was given at the September 21, 2017 Board Meeting discussing the infrastructure the grant award from CalRecycle would cover and acceptance of the funding. The Board was informed on what the grant would cover and how it can assist with diversion of bagged food waste that is currently landfilled. The grant would also pay for some of the infrastructure required for Aerated Static Pile Composting System. The Board voted to accept the implementation plan and funding structure proposed by staff.

At the March 15, 2018 Board meeting, the Board accepted a report from staff discussing the cost-benefit analysis for processing Construction and Demolition material by SVR or MRWMD.

At the November 15, 2018 Board Meeting, an update on the current process and cost for the recovery of construction and demolition, wood, and organics, as part of the Authority's overall organic's diversion program expansion was presented. The Board was reminded of the new state mandate SB 1383 that will impact the current process and detailed alternative options available to process the materials and the cost for each option. The Board opted to defer the item until after the MOU was developed with MRWMD.

All cities within the SVR service areas will be mandated to establish programs that target the diversion of organic materials currently being landfilled. The establishment of SB 1383 will take place on January 1, 2020 and the Board must begin to develop programs to divert and process these materials or develop a plan on how they would be handled to avoid future issues associated with meeting state mandated deadline and monetary fines imposed by the State.

ATTACHMENTS

None



Item No. 15

Future Organics Program Infrastructure and Equipment

*June 20, 2019
SVR Board of Directors*

Published 06/18/2019

1

WHAT IS DRIVING THE FUTURE INFRASTRUCTURE AND EQUIPMENT NEEDS?

- ▶ SB 1383 – Statewide Residential and Commercial Organics Recycling Collection
- ▶ Requires 50% Reduction of Organic Waste Entering Landfills by 2020 and 75% Reduction by 2025
- ▶ Enforcement of the Law Begins on January 1, 2022
- ▶ SB 1383 requires expansion of food waste collection programs to both residential and commercial businesses
- ▶ Limited organics processing infrastructure exists in Monterey County and Statewide

2

WHAT IS THE PURPOSE OF THE PROJECT?

- ▶ Provides expanded capacity for new organics diversion programs mandated by SB 1383
- ▶ Establishes new organics diversion capacity for Member Agencies and County
- ▶ Purchase required equipment to divert organic material from existing waste stream such as Ag waste, food waste and wood waste
- ▶ Establish the most cost effective operation for the residents of the Salinas Valley and Countywide partners

3

5 ORGANIC WASTE STREAMS

Clean Agricultural Culls

Bagged/Packaged Produce

Greenwaste/Yardwaste

Foodwaste

Large Woody Items and Lumber

4

CHALLENGES



Bagged/packaged produce materials have wood, cardboard, and waste mixed into loads that need to be cleaned prior to processing

5

CHALLENGES



Mixed woodwaste/C&D loads have a large percentage of clean wood that needs to be recovered (50–70%)

6

CHALLENGES



Expansion of residential and commercial food waste collection programs requires additional processing capacity

7

WHAT DOES THE FULL BUILD OUT LOOK LIKE?

- ▶ Additional employees or contractors
- ▶ Additional equipment (owned or contracted)
- ▶ Expanded Marketing and Outreach Programs
- ▶ Commitment of Organic Material
- ▶ Facility Improvements
 - Covered receiving area to prevent wind blown litter
- ▶ Flexible design to support five organic waste streams and anticipated growth in service demand and markets

8

WHEN DOES FULL BUILD OUT OCCUR?

- ▶ Over next 1–4 years
- ▶ Phasing requires coordination of public and private partners and processors
- ▶ Anticipates 65,000–100,000 tons per year by 2023
- ▶ Fixed infrastructure already under construction (funded by a State grant):
 - Ag Produce De-bagger
 - Advanced Aerated Compost Facility
 - Refrigerated Food Recovery Truck (Food Bank)

9

COVERED AG WASTE RECEIVING AREA



Covered area for processing equipment

10

6-PERSON SORT LINE / PICK STATION



11

6-PERSON SORT LINE / PICK STATION

- ▶ Allows recovery of clean wood from mixed woodwaste loads
- ▶ Allows removal of detrimental waste from bagged/package produce loads before they enter the de-bagger unit
- ▶ Allows for future clean organic waste recovery from rich loads of mixed waste

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LOADERS



Used to move incoming materials / fines / windrows / load grinder and trommel screen

13

EXCAVATOR



Used to separate materials / load unprocessed green waste into grinder or onto pick station

14

GRINDING EQUIPMENT



Reduces green-waste / wood waste material to smaller particle size required to make compost and other landscape products

15

TROMMEL SCREEN



Post-grinding operation that allows the fine materials and plastics to be separated from larger organic particles

16

WATER TRUCK



Minimize dust migration associated with grinding and add moisture to compost piles

17

PUMPER TRUCK



Allows flexible movement of de-bagger slurry to wastewater digestion facilities or to compost mixing

18

ORGANICS MIXER



Allows the variable mixing of compost recipes, such as ground yard waste with de-bagger slurry

19

FULL BUILD OUT COST

Tons	65,000+	Annual Cost
Employees	14	\$1,575,000
Equipment	\$2,380,000	\$340,000
Operating Cost	\$520,000 / year	\$520,000
Annual Cost w/OH		\$2,873,000
Average Cost/Ton	(Before material sales)	\$44.20

Material sales conservatively estimated at \$400,000 to \$500,000 per year (reduces ops cost to \$36–\$39/ton)

20

FULL BUILD OUT ISSUES

- ▶ Need timely resolution of Salinas intent to withdraw from agency
- ▶ Need tonnage commitment
- ▶ May have additional expense associated with overlapping operations between SVR operations and existing contractor
- ▶ Delays associated with equipment orders until JPA membership is determined
- ▶ Potential future commitment of 40,000+ tons of MRWMD greenwaste/yardwaste

21

FY 2019/20 EQUIPMENT/INFRASTRUCTURE RECOMMENDATION

- ▶ **Covered Ag Waste Receiving Area**
 - Necessary to reduce issues with wind blown litter and to control run-off during rain events
- ▶ **Medium Sized Loader**
 - Will require a dedicated loader to feed and manage debagger operations
- ▶ **Elevated Pick Station**
 - Necessary to clean-up incoming loads of organics prior to processing
 - Necessary for recovery of clean wood from mixed loads

22

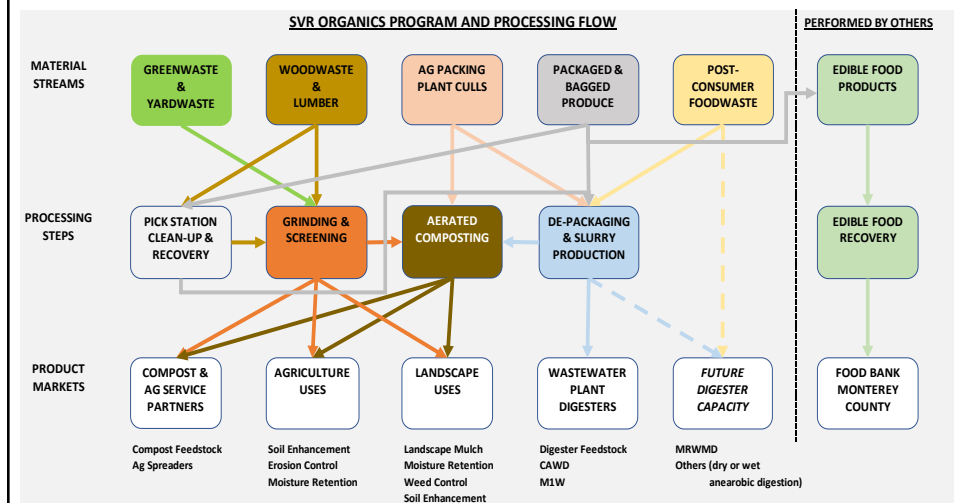
ELEVATED PICK STATION

► Purchase Options:

- **New**, 6 person pick station with feed hopper/conveyor, and discharge conveyor – est. \$250,000–\$350,000
- **Used**, 6 person pick station with feed hopper/conveyor, and discharge conveyor – est. \$50–\$60,000, plus \$50–\$125,000 rehabilitation
- Both options would allow future addition of shredder and/or screening equipment, if warranted

23

FULL BUILD OUT MATERIALS FLOW



24

TIERED RATE STRUCTURE

- ▶ Tiered rates should reflect full cost of each waste stream and how it flows through the various processes
- ▶ Rates should encourage more source separated materials and less contamination
 - Clean Agricultural Culls
 - Bagged/Packaged Produce
 - Greenwaste/Yardwaste
 - Foodwaste
 - Large Woody Items and Lumber

25


FULL BUILD OUT BUDGET IMPACTS

Process	Estimated Rate	Estimated Tons	Estimated Total
Bagged Organics	\$ 48.00	10,000	\$ 480,000
Composting	\$ 48.00	35,000	1,680,000
Clean Culls	\$ 25.00	20,000	500,000
Total Organics Revenue			2,660,000
Sales of Material			400,000
Processing Costs (Fully Loaded)			(2,873,028)
Net Cost of Organics Program			186,972
Lost Tipping Fee Revenue	\$ 68.50	(10,000)	(685,000)
Net System Impact			\$ (498,028)

26



Questions & Direction

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www.SalinasValleyRecycles.org 

Summary of Changes Made to the Proposed Organic Waste Reduction Regulations

CalRecycle has posted a revised draft of the Proposed Organic Waste Reduction Regulations designed to implement the statutory provisions of SB 1383. The revised draft includes regulatory changes made in response to stakeholder comments received during the formal 45-day comment period.

The proposed changes contained in the revised regulatory text are subject to a formal 15-day comment period. The 15-day comment period will run from 6/19/2019-7/3/2019. Written comments on the new changes in the second draft of the Proposed Organic Waste Reduction Regulations will be considered as a part of the formal rulemaking process and receive a written response in the final rulemaking package. Comments should only be made the new proposed changes for this comment period. CalRecycle staff is only required to respond to comments related to the newly proposed changes to the regulations

Key Policy Changes

(A) Organic Waste Collection Services

a. Collection

- i. Reduced contamination route review frequency from quarterly to annually.
- ii. Authorized a jurisdiction to meet its contamination monitoring requirements through a facility based monitoring program.
- iii. Clarified that a jurisdiction is allowed to provide an "uncontainerized" green waste collection service.
- iv. Added provisions relative to the use of plastic bags for organic waste collection.
- v. Added provisions relative to the collection of compostable plastics with organic waste.

b. Containers

- vi. Delayed container color standardization date to 2036.
- vii. Changed "yellow container" to "brown container" for jurisdictions providing an additional container for food waste and specified colors that may be used if additional container separation is provided.
- viii. Revised the two-container collection service containers to be either green and gray, or blue and gray.

(B) Waivers And Emergency Circumstances

b. Low Population Waivers

- i. Increased incorporated city population waiver eligibility to 7,500.
- ii. Increased census tract density waiver eligibility to 75 people per square mile.

c. Elevation Waivers

- i. Added waivers exempting areas located at an elevation of 4,500 feet above sea level from the requirement to include food waste and food soiled paper in their organic waste collection service.

d. Emergency Circumstances

- i. Clarified that disaster waivers apply to organic waste collection services in impacted jurisdictions.

- ii. Added provisions exempting debris from homeless encampments from recovery requirements.
- iii. Added provisions authorizing disposal of quarantine material under limited circumstances.

(C) Performance-Based Source-Separated Organic Collection Service

- a. Authorized jurisdictions, in-lieu of implementing specified provisions of the regulation, to implement a performance-based source separated organic collection service.
 - i. A Jurisdiction implementing a performance-based source separated organic collection service, shall achieve the following:
 - 1. Provide a three-container organic waste collection service to 90 percent of generators subject to the jurisdictions authority.
 - 2. Transport all source separated organic waste collection containers to designated source separated organic waste recovery facility that recovers 75 percent of all organic content.
 - 3. Demonstrate that less than 25 percent of the content of gray (disposal) containers is organic waste.
 - ii. A jurisdiction implementing a performance-based source separated organic collection service is not required to comply with specified aspects of the regulation related to contamination monitoring, enforcement, education and outreach, reporting and other provisions.

(D) Education and Outreach

- a. Revised outreach requirements to require use of print or electronic media.
- b. Revised requirements for providing organic waste collection educational materials to non-English speaking residents.

(E) Publicly Owned Treatment Works (POTWs)

- a. Deleted requirement that biosolids can only be sent to a recovery facility.

(F) Edible Food Recovery Programs and Services

- a. Added provisions clarifying that commercial edible food generators must recover edible food unless specified "extraordinary circumstances" exist.
- b. Eliminated threshold for record keeping for food recovery services and organizations.

(G) Organic Waste Recycling Capacity Planning

- a. Clarified the requirements for using a local waste characterization study.
- b. Clarified the role of cities, counties, and other entities involved in capacity planning process.

(H) Procurement of Recovered Organic Waste Products

- a. Added that jurisdictions must adopt an ordinance or other enforceable requirement that requires compliance with the applicable sections of the Model Water Efficient Landscape Ordinance (MWELO).
- b. Expanded the range of renewable natural gas uses that count towards a jurisdiction's procurement target.

- c. Added electricity derived from biomass conversion facilities to the range of uses that counts toward a jurisdiction's procurement target.
- d. Added provisions specifying that POTWs and biomass conversion facilities must source material from solid waste facilities in order for their products to count toward jurisdiction's procurement target.
- e. Added provisions specifying that renewable gas derived from POTWs is only eligible to count toward a jurisdiction's procurement target if the POTW recovers 75 percent of its biosolids.
- f. Aligned paper procurement requirements with the Public Contracts Code.

(I) Jurisdiction Reporting Requirements

- a. Limited initial compliance report to information relevant to organic waste collection service requirements and moved report date back to April 1, 2022.
- b. Moved initial capacity planning report date back to August 1, 2022.

(J) Enforcement and Oversight

1. Jurisdiction Enforcement Requirements

- a. Eliminated the requirement that jurisdictions impose per-day penalties.
- b. Revised penalty timeframes to define a "second and subsequent offense" as an offense that occurs within 12 months of the original offense.

2. CalRecycle Enforcement

- a. Authorized an initial Corrective Action Plan issued due to inadequate capacity to be extended by a period of up to 12 months.
- b. Revised penalty calculations for violations of recovered organic waste product procurement requirements.

(K) Requirements for Solid Waste Facilities

a. Organic Waste Recovery and Processing Standards

- i. Replaced daily sampling frequency with quarterly sampling periods.
- ii. Replaced daily contamination load checking requirements with periodic gray container waste evaluations.
- iii. Added recordkeeping and Local Enforcement Agency (LEA) monitoring requirements for compostable material sent to land application.
- iv. Added reporting requirements for recovery efficiency measurements for the source separated organic waste collection stream.
- v. Eliminated requirements for LEAs to observe at least one sample of each measurement per quarter at every solid waste facility.

b. Solid Waste Landfills

- i. Eliminated long term cover requirements.
- ii. Replaced daily contamination load checking requirements with periodic gray container waste evaluations.
- iii. Revised Status Impact Report (SIR) to require an analysis on effectiveness of intermediate cover that is used for a period of more than 12 months.



BRIEF

Survey: California will need dramatic infrastructure expansion to meet organics goals

By Rubi Rajbanshi

Published June 13, 2019

Dive Brief:

- More than 160 permitted compost facilities and more than a dozen anaerobic digesters accept approximately 6 million tons of organics per year, according to a California Department of Resources Recycling and Recovery (CalRecycle) survey to assess capacity needs for upcoming regulations under SB 1383.
- The agency's survey also found an additional 4 million tons of permitted capacity available. However, even with this additional capacity, California's annual organics processing capacity will need to expand to a total of 12-14 million tons.
- The main barriers to expanding capacity are a lack of guaranteed processing contracts, feedstock contamination, regulatory restrictions and community concerns with siting and odors. Jurisdictions will need to commit resources to robust organics collections programs before operators will commit to new facilities or expansion.

Dive Insight:

As required by SB 1383, CalRecycle and Integrated Waste Management Consulting conducted this market analysis report to analyze progress from the private and sector and local governments. The survey involved 59 facilities, which collectively process approximately 90% of the state's annual organics tonnage, to better understand current operations and barriers to expansion.

The majority of the current capacity was found to mainly be in southern California. Feedstock access could be limited based on factors affecting individual regions, including hauling distances, franchise fees and even imported pest quarantine zones.

The primary barriers to expansion are regulatory requirements and a lack of guaranteed feedstock. Operators are wary of making improvements or adding infrastructure that could entail new air district, solid waste, or land use permits – as well as lengthy environmental review processes. In addition, expansion or construction of facilities can face community pushback due to associated traffic and odors concerns. These regulatory, feedstock and siting concerns drive up the costs of expansion, which in turn can make facility operators reluctant to commit additional resources without first securing feedstock contracts.

"Facilities will expand if entities collect the material, not the other way around," states the report. It cites effective organics collection

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programs as key to driving processing facility expansion, including the development of robust pre-processing and post-processing steps that can reduce feedstock contamination from glass and plastic.

As local governments prepare for regulations they're looking at ways to both enhance both organics collection and processing infrastructure. In the case of Los Angeles, this has included implementing co-digestion at existing wastewater facilities, improving feedstock supply by piloting the use of in-sink disposal and exploring curbside configurations to optimize residential organics collection.

While all of this can be initially challenging, the state's survey says that there is a healthy market for end-products. Demand for compost is seen as strong in the agricultural sector and growing opportunities to monetize biogas are helpful for anaerobic digestion projects.

Based on this data, as well as previously published analyses, CalRecycle is planning on unveiling draft rules to meet SB 1383 goals later this month. Enforcement of these rules will commence in 2022 with environmental reviews, multiple workshops, and technical support activities planned ahead of time.

Former Gov. Jerry Brown signed SB 1383 into law in 2016, codifying the California Air Resources Board's Short-Lived Climate Pollutant Strategy. The law sets a target of diverting 50% of organic waste by 2020 and 75% by 2025, compared to 2014 baseline levels. SB 1383 also includes a target to increase edible food recovery by 20%, but that element was not addressed in this research.

Recommended Reading:

 CALRECYCLE


SB 1383 Infrastructure and Market Analysis Report [↗](#)


 WASTE DIVE

Republic's solution to the California 'organics challenge' [↗](#)


 WASTE DIVE

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A Look at How Governments are Tackling Food Waste (Part One)

Part one of a three-part series this week looks at how some governments large and small are dealing with food scraps.

Arlene Karidis | Jun 12, 2019

Municipalities large and small grapple with food waste, searching for ways to respond to environmental and economic pressures it causes, while having to step up to emerging policies to divert organics.

Over time, more dots appear on the map representing government-supported initiatives : including 148 curbside collection and 67 drop-off programs in the U.S. as of November 2017, according to a *BioCycle* report . This may seem like a drop in the bucket nationwide, but curbside programs alone represent an 87 percent increase since 2014.

Figuring out what approach will work where entails looking at unique challenges and needs of each region, whether related to size or other characteristics.

“Smaller jurisdictions typically have a lot of heart, will and, unfortunately, a paucity of funding to cover infrastructure, operations and education to make food scrap collection a success,” says Nicole Civita, sustainable food systems lead at the University of Colorado in Boulder.

There also may be less incoming feedstock to recoup their investments and sustain operations, says Emily Broad Leib, director of Harvard Law School Food Law and Policy Clinic.

Vermont is an example of a small, rural area that’s struggling. With slightly more than 620,000 residents, the entire state population is below that of many major cities. So, even with its Universal Recycling & Composting Act and an implementation plan phased over eight years, moving forward has been hard.



More programs are taking root in large, and some midsized, fast-growing cities like Austin, Texas, that provides composting to almost half of its curbside customers and expects to provide it to all of them by 2020. Minneapolis recently expanded curbside composting, which is working fairly well.

While denser jurisdictions have a greater tax base and more feedstock, they have barriers, too. For one, they usually have a lot of multifamily dwellings where it can be hard to measure success and incentivize participation.

“With shared collection bins, you can’t really tell who is participating and who is free-riding. Without exposure or penalty, some folks won’t participate,” says Civita.

Large cities also often have high turnover, so it’s not easy to build awareness, establish norms and ultimately increase participation.

And they typically have diverse populations, which presents other complexities.

“A rich diversity of cultures and ethnicities is a tremendous part of what makes big cities wonderful, exciting places. However, diversity also means a panoply of social and cultural norms about food, in terms of what is considered edible and how waste is handled,” notes Civita.

Messaging is important but can fall flat if the city doesn’t engage with communities in ways that speak specifically to each of its many groups of people.



Despite barriers, there are pioneers in cities of all sizes making headway.

Some smaller cities have made it work by starting with pilots then expanding once they get the kinks out and can assess demand, says Broad Leib. Sometimes they partner with nearby jurisdictions or businesses.

Falls Church, Va., (population 14,000) started collecting food scraps in 2015 at a farmer's market. The community loved the concept but wasn't happy with the limited drop-off times. So, the city opened a drop-off site, operated under contract with a veteran-run enterprise.

By 2017, Falls Church had enough volume to start curbside collections, without increasing solid waste management costs. It contracted with a local composter to offer this service as it did not have staff or space to do it themselves.

New York City, with 8.5 million residents, launched an organics collection pilot several years ago. It has since evolved into a full program offered to half of the city's schools and more than 3.5 million residents. About 30 percent of collections is food waste; the rest is yard waste.



Most New Yorkers live in multi-unit buildings, where setting up systemwide approaches has been involved, as is getting everyone on board—both residents and building staff. Brown bins and starter kits are automatically delivered to residents of one- to nine-unit buildings. Residents in 10-plus-unit dwellings must enroll to receive bins.

There's been a push to get buy-in from building managers and on training staff in order to run a seamless operation across this heavily populated city. Building management companies often have portfolios so, when possible, the city trains the trainer, who goes to the other buildings, says Bridget Anderson, deputy commissioner of recycling and sustainability at the City of New York Department of Sanitation.

The city teaches staff how to separate food scraps and then teaches residents their role. New York's program started in May 2013 with 3,500 residents.

"We are still rolling it out in parallel with food scrap drop-offs. Drop-offs allow people to participate even before collections roll out to their buildings," says Anderson.



These locations—there are 150 of them—take up a lot of the slack. One cluster of nine drop-offs in upper Manhattan alone gets 3 tons a week.

“As the largest density city in the U.S., with diverse building stock, there’s a lot to collect. We find having multiple approaches—both curbside and drop off—is key to success,” says Anderson.

Part two of the series covers infrastructure and funding for these programs. While part three of the series tells the story of the five states that have food bans and the latest on New York State’s pending legislation.

Source URL: <https://www.waste360.com/food-waste/look-how-governments-are-tackling-food-waste-part-one>



A Look at How Governments are Tackling Food Waste (Part Two)

Part two of a three-part series covers infrastructure and funding for municipal food waste programs.

Arlene Karidis | Jun 13, 2019

BioCycle recently identified 300 full-scale food waste processing facilities in the U.S.—operations that routinely process truckload volumes year-round. Scaling infrastructure is both time and money intensive. Capital costs can run tens of millions of dollars, and complying with beefed up air and quality rules and addressing other operational responsibilities are expensive, too.

Then, there are logistics to iron out, from securing ample yet manageable feedstock volumes to finding haulers willing to collect rotting organics.

The good news is the long mulled-over federal Farm Bill will finally provide funding for food waste reduction infrastructure —though the plan starts fairly small scale with an intention to ramp up.

Meanwhile, some state and local governments are forging ahead on their own to generate funding as well as entering partnerships to run sustainable programs. Unsurprisingly, larger cities have a leg up.

“They generate more compostable material that leads to more feedstocks and greater income opportunities for collectors, which may make negotiating contracts easier,” says Nicole Civita, sustainable food systems lead at the University of Colorado in Boulder.

Prince George’s County, Md., has more food scraps than it can handle, despite significantly expanding its compost operation, which takes mainly yard waste but some food waste. As of last year, there was a waiting list of 30 institutions wanting to bring food scraps to this Washington, D.C.-area suburb.



"Cities grappling with existing infrastructure should ask, 'what resources already exist? Are there compost facilities that could be scaled up or that aren't taking food but could?'" says Emily Broad Leib, director of Harvard Law School Food Law and Policy Clinic.

She points to states that have helped move the needle. Massachusetts is one of a few that bans food waste, and to encourage development of infrastructure that will be required to support the mandate, it created funding for processing facilities. Similarly, California offers statewide funding to set up composting.

In Vermont, individual districts proactively seek funding. Central Vermont Solid Waste Management Districts secured grants from the U.S. Department of Agriculture and the state for several projects, including community compost sites and a transfer station to collect food scraps and haul to larger compost facilities. Vermont currently has 100 food scrap drop-offs, and its most recent waste composition study estimates that residents compost or divert 40 percent of their food waste.

Several years ago, New York City began rolling out food scraps collections to medium- and low-density areas. Now, it's focusing on 10-plus multi-unit buildings, which can be tricky.

"It's a balancing act between making it easy for building staff to manage and making it easy for residents," says Bridget Anderson, deputy commissioner of recycling and sustainability at the City of New York Department of Sanitation (DSNY). "Bins may be placed in chute rooms on every floor if they exist and there is space and enough staff to collect them. Otherwise, they may be placed in basements. The idea is to set up easy access points so disposing organics is as convenient as disposing trash or recycling."

When DSNY can accommodate the load, dual-bin trucks are utilized to collect more material types at a time. Food waste moves on to either the Newton Creek wastewater treatment plant for anaerobic digestion, a Staten Island compost facility on city property or non-DSNY facilities.

Some smaller jurisdictions have to find ways to round up enough material to justify collecting and hauling it. They may outsource bimonthly pickups or have drop-off sites only. Other remote regions, like parts of Vermont, teach residents how to compost at home.



Vermont's haulers are required to collect food scraps, but there's been pushback.

"It's economically infeasible for many of them. On the other hand, the state's Universal Recycling Law appears to have encouraged small but growing composting businesses. Thus, it seems promising to create smaller, localized loops with fewer intermediaries in less densely populated areas," says Civita.

Congress created a program through the Farm Bill that can allocate funding for food waste reduction programs to at least 10 cities or states each year. Up to \$25 million could be spread among these programs and urban agriculture.

"That could be a good place to go, especially for areas that can't afford to create their own infrastructure," says Broad Leib.

Even with startup money, governments need to think about how to sustain their programs.

Denver's services, once funded by a grant that ran out, are paid through property taxes and general funds. Austin, Texas, which offers food scrap pickups to almost half its residents, plans to expand citywide by 2020, which will likely require increasing monthly fees by about \$4, according to Civita.

Falls Church, Va., charges \$6 a month for curbside organics collection and covers the remaining \$3.50 per participant. The city is at 566 participants, and once it gets to 600, residents will pay the full fee, which will be less than \$9.

"The idea is to incentivize residents and show them how the program works. Also, by getting more of them to participate, we can make it more cost effective," says Lonni Marquetti, solid waste program manager for Falls Church. "We want to make this an everlasting program where managing food waste becomes part of our community's culture."

The third and final part in the three-part series tells the story of the five states that have food bans and the latest on New York State's pending legislation. Read part one here.

Source URL: <https://www.waste360.com/food-waste/look-how-governments-are-tackling-food-waste-part-two>



A Look at How Governments are Tackling Food Waste (Part Three)

The final part of this three-part series tells the story of the five states that have food waste bans and the latest on New York State's pending legislation.

Arlene Karidis | Jun 14, 2019

Five states have passed some form of a food waste ban in the past five years: California , Connecticut , Massachusetts , Rhode Island and Vermont . And beginning January 2022, New York will place specific restrictions on certain food waste-generating businesses.

These regions' efforts require substantial investment, time and planning. But some are reporting spikes in diversion and food donation and say with support, their laws are driving business activity, as successful implementation requires a lot of work from multiple players.

The most successful regions are those where industry and other stakeholders are engaged in the dialogue from the beginning and where industry gets a lot of notice before the ban is enforced, explains Emily Broad Leib, director of Harvard Law School Food Law and Policy Clinic.

"This way, food waste-generating businesses can start to plan their new processes. And compost and anaerobic digestion (AD) developers can start building facilities. Massachusetts is a great example of a state that gave notice and time to prepare for the pending requirements, as well as funding," she says.

In that jurisdiction, generators of at least 1 ton per week of organics must recycle it—that's an estimated 1,700 entities.

"The ban is part of a comprehensive approach that, in this case, included a statewide business assistance program fully paid for by Massachusetts Department of Environmental Protection (MassDEP). It included regulatory changes to streamline and clarify facility permitting and market development grant and loan programs to help foster infrastructure," says John Fischer, branch chief of commercial waste reduction for MassDEP.

The number of Massachusetts businesses that signed on for food waste collection services increased 70 percent from 2014 to 2018, with haulers' business up 56 percent from 2014 to 2017. Loans totaling \$2.3 million were allocated for five anaerobic digestion operations since 2013.

Food rescue grew 50 percent from 2014 to 2018. And by 2017, diversion from landfill nearly tripled from prior to the ban's late 2014 implementation.

The ultimate goal is at least 35 percent diversion of food waste by 2020.

Vermont is the first state to pass a full food waste ban, which has been phased in over time and will be fully effective July 1, 2020.



Waste diversion rates there have hovered between 30 and 36 percent for 10 years, which did not reflect the state's goals. That was a main driver for this policy, as were the goals to cut greenhouse gas emissions, use valuable resources and address a problem of shrinking landfill space, says Josh Kelly, materials management section chief for the Vermont Department of Environmental Conservation.

Beginning in 2014, under Vermont's Universal Recycling Law, businesses that generated at least 2 tons a week of food scraps that were within 20 miles of a processor had to separate that waste. The threshold continued to drop over the next couple of years and was down to one-third of a ton a week by 2017. By 2020, the law applies to everyone for any amount, including residents and regardless of distance from a processor. Additionally, solid waste facilities and haulers must offer collection services.

Among keys to successful implementation, says Kelly, have been rules that provide a permit path for composting and anaerobic digestion, state support for technical assistance and policy to support market development.

As critical, he comments, has been engaging early and often with stakeholders.

"We've ensured a level playing field during implementation, prioritizing education and outreach before pursuing enforcement. And we've used our limited grant funding to incentivize the greatest needs [like composting and AD facilities, discounted bins and residential hauling]."

The gradual phase in of the policy was intended to encourage growth and development of processing facilities, says Kelly, adding the legislation "sends clear signals to both the private and public sectors that materials will be available, which provides an incentive to invest in this infrastructure that will be needed to meet demand. We believe the state will soon have adequate capacity to process food waste that will be separated from trash after July 1, 2020."



New York's pending legislation was designed to play into the broader context of the state's solid waste management plan, which calls for preventing waste in the first place, increasing organics recycling and encouraging donations.

In 2022, in accordance with this new law, called Food Donation and Food Scraps Recycling, entities generating at least 2 tons of food scraps a week must separate and donate edible food. And they must separate and recycle remaining scraps if they are within 25 miles of an organics recycler. The law excludes New York City, which has a local mandate and excludes hospitals, nursing homes, adult care facilities and K-12 schools.

The New York State Department of Environmental Conservation wrote *Waste360* that "Approximately 40 percent of food produced in the United States goes uneaten, while an estimated 2.8 million New Yorkers are food insecure. Simultaneously, excess edible food and scraps see the end of their life at a landfill, producing methane ... And it's not just the food that is wasted but resources that went into growing, harvesting and transporting it. Considering these factors, we realize the need to redirect wholesome, edible food to those in need and scraps to facilities where they will be recycled into product beneficial to our environment."

Read part one here, which looks at how some governments large and small are dealing with food scraps. And read part two here, which covers infrastructure and funding for municipal programs.

Source URL: <https://www.waste360.com/food-waste/look-how-governments-are-tackling-food-waste-part-three>

SVR Agenda Item - View Ahead 2019

Item No. 16

	Jul	Aug	Sep	Oct	Nov	Dec
A						<i>Meeting Tentative</i>
1	MEETINGS RECESS	Minutes	Minutes	Minutes	Minutes	Minutes
2		May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4		QTE June Cash & Investments (EC)	New FY Grants & CIP Budget (EC)	QTE September Cash & Investments	3rd Qtr. Tonnage & Diversion Report	
5		Member Agencies Activities Report	Notice of Completion JCLF MOD VII Construction Project	BD/EC Meetings Schedule	Fund Balance Reserves (EC)	
6		2nd Qtr. Tonnage & Diversion Report	2018-2019 SVR Annual Report	CCPP Supplemental Appropriations (EC)	New Officers Nominating Committee	
7		Recycling Recognition	Annual Franchise Haulers Performance Rpt	Recycling Recognition	Board Policy Updates (EC)	
8		Employee of the Year Recognition	Waste Characterization Study Results	Audit Report Previous FY (EC)		
9		Annual Tonnage & Diversion Performance Report				
10		SVR System Financial Model				
11		Waste Exchange Agreement w/MRWMD				
12						
13						
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18						

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