

# SUPPLEMENTAL MATERIAL WAS ADDED TO THE BOARD OF DIRECTORS September 19, 2019 AGENDA PACKET

# Pertaining to the following Scheduled Items:

# 8/17/2019

ITEM NO. 8: WASTE MANAGEMENT'S SMART TRUCK TECHNOLOGY

Power Point Presentation Added

ITEM NO. 9: ANNUAL FRANCHISE HAULERS PERFORMANCE REPORT

Power Point Presentation Added

ITEM NO. 10: SALINAS VALLEY SOLID WASTE AUTHORITY LONG RANGE FINANCIAL MODEL

Power Point Presentation Added

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



# AGENDA Regular Meeting

# **BOARD OF DIRECTORS**

September 19, 2019, 6:00 p.m. Gonzales City Council Chambers 117 Fourth Street, Gonzales, California

# CALL TO ORDER

# PLEDGE OF ALLEGIANCE

# **ROLL CALL**

**Board Directors** 

County: John M. Phillips

County: Chris Lopez, Alt. Vice President Salinas: Gloria De La Rosa, Vice President

Salinas: John Villegas

Salinas: Christie Cromeenes

Gonzales: Elizabeth Silva Soledad: Marisela Lara

Greenfield: Andrew Tipton

King City: Robert S. Cullen, President

**Alternate Directors** 

County: Luis Alejo

Salinas: Joseph D. Gunter

Gonzales: Scott Funk

Soledad: Carla Strobridge 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 August 15, 2019 Meeting
- 2. July 2019 Claims and Financial Reports
- 3. Member and Interagency Activities Report for August 2019 and Upcoming Events
- 4. <u>A Resolution Approving the Grants and Capital Improvement Projects Budget for Fiscal Year</u> 2019-20
- 5. <u>A Resolution Approving the Amended Service Agreement with Stericycle Environmental Services for Household Hazardous Waste Transportation and Disposal/Recycling, Resolution No. 2019-16</u>
- 6. <u>A Resolution Approving Supplemental Appropriation of \$90,000 for CalRecycle's 2019-20</u>
  Local Government Waste Tire Amnesty Grant
- 7. <u>A Resolution Awarding the Purchase of One Used Case 521F Loader to United Rentals for an Amount of \$91,587.50</u>

# **PRESENTATIONS**

- 8. Waste Management's Smart Truck Technology
  - A. Receive Report from Kristin Skromme, Public Sector Manager from Waste Management
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action None; Informational Only
- 9. Annual Franchise Haulers Performance Report
  - A. Receive Report from Elia Zavala, Contracts and Grants Analyst
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action None; Informational Only
- 10. <u>Salinas Valley Solid Waste Authority Lo</u>ng Range Financial Model
  - A. Receive Report from Ray Hendricks, Finance and Administration Manager
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action Provide Input and Accept Report

# **CONSIDERATION**

- 11. Salinas Valley Solid Waste Authority Advisory Committee Appointments
  - A. Receive Report from Patrick Mathews, General Manager/CAO
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action Appoint the Members
- 12. <u>Draft Waste Exchange Agreement Between the Salina Valley Solid Waste Authority and the</u>
  Monterey Regional Waste Management District
  - A. Receive Report from Patrick Mathews, General Manager/CAO
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action Provide Direction
- 13. <u>UPDATE ON THE CITY OF SALINAS' ONE YEAR NOTICE OF INTENT TO WITHDRAWAL FROM THE JOINT POWERS AGREEMENT WITH THE SALINAS VALLEY SOLID WASTE AUTHORITY</u>
  - A. Receive Report from Patrick Mathews, General Manager/CAO
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action Provide Direction

# **FUTURE AGENDA ITEMS**

14. AGENDA ITEMS - VIEW AHEAD SCHEDULE

# **CLOSED SESSION**

Receive public comment from audience before entering into closed session:

15. 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) APN 002-021-005, located at 356 W. Market St., 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: and 5) APN 002-021-008, located at 320 W. Market St., Salinas, CA

# **RECONVENE**

# **ADJOURNMENT**

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 Friday, September 13, 2019. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, Thursday, October 24, 2019. Staff reports for the Authority Board meetings are available for review at: ▶ Salinas Valley Solid Waste Authority: 128 Sun Street, Ste. 101, Salinas, CA 93901, Phone 831-775-3000 ▶ Web Site: www.salinasvalleyrecycles.org ▶ Public Library Branches in Gonzales, Prunedale and Soledad. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. Se proporcionará interpretación a Español.

ITEM NO. 1

R. Santos by E.T.

Agenda Item

General Manager/CAO

General Counsel Approval

# MINUTES OF THE SALINAS VALLEY SOLID WASTE AUTHORITY BOARD MEETING AUGUST 15, 2019

# CALL TO ORDER

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

# **ROLL CALL**

The following Board Directors were present:

County of Monterey John M. Phillips

County of Monterey Luis Alejo, (Alternate), arrived at 6:18 p.m.

City of Salinas John Tony Villegas

City of Salinas Gloria De La Rosa, Vice President

City of Salinas Christie Cromeenes

City of Gonzales Elizabeth Silva

City of Soledad Carla Stewart, (Alternate)

City of Greenfield Andrew Tipton

City of King Robert Cullen, President

# The following Board Directors were absent:

County of Monterey Chris Lopez
City of Soledad Marisela Lara

# **Staff Members Present**:

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

Brian Kennedy, Engineering and Environmental Compliance Manager Estela Gutierrez, Resource Recovery Technician Rosie Ramirez, Administrative Assistant Erika J. Trujillo, Clerk of the Board Roy Santos, General Counsel

# MEETING ANNOUNCEMENTS

(6:02) President Cullen announced the availability of translation services. No member from the public requested the service.

# **GENERAL MANAGER COMMENTS**

(6:02) General Manager/CAO Mathews reported that the Advisory Committee nomination deadline is August 30<sup>th</sup>, requesting the Board to submit nomination by then. Mr. Mathews commented on the article handed to the Board; *Los Angeles Times*, "As California's recycling industry struggles, companies and consumers are forced to adapt".

# DEPARTMENT MANAGER COMMENTS

(6:04) Asst. General Manager/Operations Manager Zuñiga thanked the Board members that attended the Employee Communication meeting. Resource Recovery Manager Brooks commented on the collaboration with Rancho Cielo for the upcoming composting workshop scheduled on August 17, the August 24 District 2 clean up event, and the first Prunedale cleanup event taking place on August 31.

# **BOARD DIRECTORS COMMENTS**

(6:05) President Cullen commented on his attendance to the Employee Communication meeting, commending staff for another pleasant meeting. Vice President De La Rosa commented on her positive experiencing when attending the Employee Communication meeting. Director Silva echoed President Cullen and Director De La Rosa's comments regarding the Employee Communication meeting and expressed her congratulation to the employees that received their longevity recognitions. Director Villegas stated the City of Salinas City Manager is anticipating having the consultant report by October. President Cullen commented on the importance of obtaining a response from the City of Salinas on the intent to withdraw, as soon as possible, as the one-year term is quickly approaching, and the Authority has not received any official statement from the City of Salinas on an extended withdrawal date.

# PUBLIC COMMENT

(6:09) Kirstin Skromme with Waste Management commented on the upcoming Prunedale cleanup event.

# **CONSENT AGENDA (6:12)**

- 1. Minutes of the June 20, 2019 Special Meeting
- 2. May 2019 Claims and Financial Reports
- 3. June 2019 Clams and Financial Reports
- 4. June 2019 Quarterly Investment Report
- 5. Member and Interagency Activities Report for June and July 2019 and Upcoming Events
- 6. Tonnage and Diversion Report for the Quarter Ended June 30, 2019
- 7. Salinas Valley Solid Waste Authority Advisory Committee Formation Update
- 8. Resolution No. 2019-31 Approving Amendment No. 1 Authorizing a Two-Year Extension to the Service Agreement with SC Fuels for Purchase and Delivery of Fuel to SVR Facilities
- 9. Resolution No. 2019-32 Approving Amendment No. 2 Authorizing a One-Year Extension to the Professional Service Agreement with Hope Services Inc. for Materials Processing and Litter Abatement at the Sun Street Transfer Station

Public Comment: None

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

Director Villegas seconded the motion.

Votes: Motion carried 7,0

Ayes: Cromeenes, Cullen, De La Rosa, Silva, Stewart (ALT), Tipton, Villegas

Noes: None Abstain: None

Absent: Lara, Lopez, Phillips

# PRESENTATION

### 10. RECYCLING RECOGNITION

(6:13) Resource Recovery Technician Gutierrez presented a Recycling Recognition Award to Gloria Quintero, Child Development Services Coordinator from the Head Start & Early Head Start Program of the Monterey County Office of Education. Mrs. Quintero has collaborated with the

Authority for nine years helping provide continues education on recycling, reducing waste, reusing items, and rotting (composting) to students, staff, and their families.

Board Comment: The Board commended Mrs. Quintero for all her work.

Public Comment: Sonia Jaramillo, Director of the Head Start program commented on the

Mrs. Quintero's dedication, support, and continues commitment to

education.

Motion: None; Informational Only

11. EMPLOYEE OF THE YEAR RECOGNITION - ESTELA GUTIERREZ

(6:21) General Manager/CAO Mathews expressed his appreciation for Resource Recovery Technician Estela Gutierrez dedication, positive attitude, and excellent commitment to her work. Ms. Gutierrez was selected by her peers for her attributes for the 2019 Employee of the Year Award. Resource Recovery Manager Brooks presented the award to Ms. Gutierrez commending her for her exceptional work, dedication, and for being an inspiration to others.

Board Comment: President Cullen commended Ms. Gutierrez for all her years of dedication

and commitment to Authority.

Public Comment: Jeff Lindenthal from the Monterey Regional Waste Management District

spoke on Ms. Gutierrez career growth, congratulating her on receiving the

award.

Motion: None; Informational Only

12. Annual Tonnage and Diversion Performance Report for Fiscal Year 2018-19 (6:28) Asst. General Manager/CAO Zuñiga reported a report on tonnage history, current tonnage amounts, and diverted material amounts. He indicated tonnage continued to raise at all of the facilities for fiscal year 2018-19. Mr. Zuñiga provided a three-year comparison on the trips and tonnage increases. The data reflected Jalon Road Transfer station trips have increased by 71% and tonnage by 16%; Johnson Canyon Landfill trips have increased 71% and tonnage by 16%; and the Sun Street Transfer Station trips have increased by 24% and tonnage by 8%. Mr. Zuniga provided an overview of the current staffing levels, the dates of the established staffing level for each facility and the trip count increases since the establishment of the staffing levels. He indicated would be returning in October to request a revision of the staffing levels to establish levels according to the trips and tonnage levels.

Board Comment: The Board discussed the presentation requesting information on the

overtime being worked by employees and workers compensation rate increases accruing due to incidents caused by inadequacy in staffing

levels.

Public Comment: None

Motion: None; Informational Only

### CONSIDERATION

13. ORGANICS INFRASTRUCTURE AND EQUIPMENT

(6:40) Assistant General Manager/Operation Zuñiga reviewed the estimated costs of the infrastructure and equipment needed to further expand the Organics program. He indicated the next step would be to solicit bids and return to the Board in September or October with actual costs and awarding options.

Board Comments: President Cullen reported the Executive Committee had reviewed the report

and was recommending approval to move forward with obtaining bids.

Public Comments: None

Motions: By consensus the Board of Directors directed staff to obtain bids for the

infrastructure and equipment needed to further expand the Organics

program.

# **FUTURE AGENDA ITEMS**

14. AGENDA ITEMS – VIEW AHEAD SCHEDULE (6:47) The Board reviewed the future agenda items.

# **CLOSED SESSION**

(6:49) President Cullen invited public comment related to the following item:

15. 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) APN 002-021-005, located at 356 W. Market St., 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: and 5) APN 002-021-008, located at 320 W. Market St., Salinas, CA

Public Comment: None

(6:50) President Cullen adjourned the meeting into closed session to discuss Item No. 15.

# **RECONVENE**

(7:06) President Cullen reconvened the meeting to open session with no reportable actions taken during closed session for Item No. 15.

# **ADJOURNED**

(7:07) President Cullen adjourned the meeting.

	APPROVED:	
		Robert Cullen, President
Attest:		
Frika J. Truiillo. Clerk of the Board		



Report to the Board of Directors

Date: September 19, 2019

From: C. Ray Hendricks, Finance and Administration

Manager

Title: July 2019 Claims and Financial Reports

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

# **RECOMMENDATIONS**

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

# **DISCUSSION & ANALYSIS**

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

<u>Results of Operations (Consolidated Statement of Revenues and Expenditures)</u>
For the month of July 2019, operating revenues exceeded expenditures by \$1,1011,009.

# Revenues (Consolidated Statement of Revenues and Expenditures)

After one month of the fiscal year, (8.333% of the fiscal year), revenues total \$2,030,418 or 10.0% of the total annual revenues forecast of \$20,369,805. July Tipping Fees totaled \$1,421,941 or 10.9% of the forecasted total of \$13,015,000.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)
As of July 30, 2019 (8.333% of the fiscal year), year-to-date operating expenditures totaled \$1,019,409. This is 5.3% of the operating budget of \$19,289,000.

<u>Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)</u>
For the month of July 2019, capital project expenditures totaled \$679. \$679 was for the 2017-18 City County Payment Program. The report only shows budgets for CIPs approved with the operating budget. Carryover CIP Budgets are approved separately and included in the current agenda.

### Claims Checks Issued Report

The Authority's Checks Issued Report for the month of July 2019 is attached for review and acceptance. July disbursements total \$ 2,424,276.62 of which \$421,352.07 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 July 2019.

Vendor	Services	Amount
Wood Brothers, Inc.	Module 7 Construction	\$594,195.12
AON Risk Insurance Services West, Inc.	FY 2019-20 Insurance Premiums	\$423,310.31
Vision Recycling, Inc.	May & June Green Waste Processing	\$200,691.58
California Dep. Of Tax & Fee Admin.	April - June BOE Fees	\$82,871.60
Cascadia Consulting Group	Waste Characterization Study	\$53,839.00

# Cash Balances

The Authority's cash position increased \$1,154,743.82 during July to \$30,011,818.06 Most of the cash balance is restricted, held in trust, committed, or assigned as shown below.

Dootriotodby	Lagal Agraamanta
KEZIIICIEO DV	Legal Agreements:

Jo	ohnson Canyon Closure Fund	4,529,867.18
St	ate & Federal Grants	(132,819.48)
В	NY - Bond 2014A Payment	2,032,312.50
В	NY - Bond 2014B Payment	397,082.31
В	NY - Sub Pmt Cap One 2014 Eq Lease Payment	215,937.55
G	EO Deposit (CEQA)	-

# Funds Held in Trust:

Central Coast Media Recycling Coalition	59,409.87
Employee Unreimbursed Medical Claims	1,688,92

# Committed by Board Policy:

AB939 Services	48,477.61
Undesignated Reserves	4,139,153.40
Designated for Capital Projects Reserve	3,089,712.87
Designated for Environmental Impairment Reserve	1,148,432.29
Designated for Operating Reserve	1,148,432.29
Expansion Fund (South Valley Revenues)	8,464,790.89
Assigned for Capital Projects	

7,072,177.38

# Available for Operations:

(2,202,837.52)

Total	30,011,818.06

# ATTACHMENTS

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

# Consolidated Statement of Revenues and Expenditure For Period Ending July 31, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Revenue Summary							
Tipping Fees - Solid Waste	13,015,000	1,421,941	1,421,941	10.9 %	11,593,059	0	11,593,059
Tipping Fees - Surcharge	1,421,775	117,855	117,855	8.3 %	1,303,920	0	1,303,920
Tipping Fees - Diverted Materials	2,236,430	255,158	255,158	11.4 %	1,981,272	0	1,981,272
AB939 Service Fee	2,733,000	227,750	227,750	8.3 %	2,505,250	0	2,505,250
Charges for Services	130,800	6,773	6,773	5.2 %	124,027	0	124,027
Sales of Materials	267,800	942	942	0.4 %	266,859	0	266,859
Gas Royalties	265,000	0	0	0.0 %	265,000	0	265,000
Investment Earnings	300,000	0	0	0.0 %	300,000	0	300,000
Grants/Contributions	0	0	0	0.0 %	0	0	0
Other Non-Operating Revenue	0	0	0	0.0 %	0	0	0
Total Revenue	20,369,805	2,030,418	2,030,418	10.0 %	18,339,387	0	18,339,387
Expense Summary							
Executive Administration	474,700	16,188	16,188	3.4 %	458,512	71,523	386,989
Administrative Support	415,400	37,615	37,615	9.1 %	377,785	151,679	226,106
Human Resources Administration	208,500	12,243	12,243	5.9 %	196,257	1,571	194,685
Clerk of the Board	177,600	5,095	5,095	2.9 %	172,505	404	172,101
Finance Administration	756,100	49,679	49,679	6.6 %	706,421	37,987	668,435
Operations Administration	486,000	17,710	17,710	3.6 %	468,290	8,135	460,155
Resource Recovery	949,400	31,373	31,373	3.3 %	918,027	7,719	910,309
Marketing	75,000	5,430	5,430	7.2 %	69,570	65,570	4,000
Public Education	227,000	1,508	1,508	0.7 %	225,492	116,666	108,826
Household Hazardous Waste	855,500	24,131	24,131	2.8 %	831,369	250,953	580,416
C & D Diversion	150,000	0	0	0.0 %	150,000	0	150,000
Organics Diversion	1,307,000	6,275	6,275	0.5 %	1,300,725	991,425	309,299
Diversion Services	10,000	0	0	0.0 %	10,000	23,750	(13,750)

8/19/2019 3:09:29 PM Page 1 of 2

# Consolidated Statement of Revenues and Expenditure For Period Ending July 31, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
JR Transfer Station	501,700	35,482	35,482	7.1 %	466,218	185,388	280,830
JR Recycling Operations	160,700	5,922	5,922	3.7 %	154,778	4,971	149,807
ML Transfer Station	0	0	0	0.0 %	0	0	0
SS Disposal Operations	1,143,500	98,266	98,266	8.6 %	1,045,234	286,081	759,153
SS Transfer Operations	1,158,400	57,582	57,582	5.0 %	1,100,818	678,013	422,805
SS Recycling Operations	699,600	24,369	24,369	3.5 %	675,231	141,273	533,958
JC Landfill Operations	2,890,100	155,149	155,149	5.4 %	2,734,951	1,516,883	1,218,068
JC Recycling Operations	427,600	12,864	12,864	3.0 %	414,736	77,519	337,217
Crazy Horse Postclosure Maintenanc	601,900	82,982	82,982	13.8 %	518,918	222,004	296,914
Lewis Road Postclosure Maintenance	240,500	41,705	41,705	17.3 %	198,795	82,731	116,065
Johnson Canyon ECS	355,600	3,949	3,949	1.1 %	351,651	209,670	141,982
Jolon Road Postclosure Maintenance	271,000	150,633	150,633	55.6 %	120,367	22,848	97,519
Sun Street ECS	161,100	4,418	4,418	2.7 %	156,682	69,105	87,578
Debt Service - Interest	1,452,400	0	0	0.0 %	1,452,400	0	1,452,400
Debt Service - Principal	1,897,700	0	0	0.0 %	1,897,700	0	1,897,700
Closure Set-Aside	285,000	32,856	32,856	11.5 %	252,144	0	252,144
Cell Construction Set-Aside	950,000	105,986	105,986	11.2 %	844,014	0	844,014
Total Expense	19,289,000	1,019,409	1,019,409	5.3 %	18,269,591	5,223,868	13,045,723
Revenue Over/(Under) Expenses	1,080,805	1,011,009	1,011,009	93.5 %	69,796	(5,223,868)	5,293,664

8/19/2019 3:09:29 PM Page 2 of 2

# Consolidated Grant and CIP Expenditure Report For Period Ending July 31, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Fund 180 - Expansion Fund							
180 9023 Salinas Area MRC	0	0	0	0.0 %	0	0	0
180 9804 Long Range Facility Needs EIR	0	0	0	0.0 %	0	0	0
180 9806 Long Range Financial Model	0	0	0	0.0 %	0	0	0
180 9807 GOE Autoclave Final Project	0	0	0	0.0 %	0	0	0
Total Fund 180 - Expansion Fund	0	0	0	0.0 %	0	0	0
Fund 211 - Grants							
211 9213 Tire Amnesty 2017-18	0	0	0	0.0 %	0	0	0
211 9214 Organics Program 2016-17	0	0	0	0.0 %	0	0	0
211 9216 AB2766 Motor Vehicle Emission Re	0	0	0	0.0 %	0	0	0
211 9217 Micro Grants for Mattress Collection	0	0	0	0.0 %	0	0	0
211 9247 Cal Recycle - CCPP	0	0	0	0.0 %	0	550	(550)
211 9252 Cal Recycle - 2016-17 CCPP	0	0	0	0.0 %	0	0	0
211 9253 Cal Recycle - 2017-18 CCPP	0	675	675	0.0 %	(675)	0	(675)
211 9256 Cal Recycle - 2018-19 CCPP	0	0	0	0.0 %	0	0	0
Total Fund 211 - Grants	0	675	675	0.0 %	(675)	550	(1,225)
Fund 216 - Reimbursement Fund							
216 9802 Autoclave Demonstration Unit	0	0	0	0.0 %	0	0	0
216 9804 Long Range Facility Needs EIR	0	0	0	0.0 %	0	0	0
Total Fund 216 - Reimbursement Fund	0	0	0	0.0 %	0	0	0
Fund 800 - Capital Improvement Projects Fu							
800 9103 Closed Landfill Revenue Study	0	0	0	0.0 %	0	0	0
800 9104 Organics System Expansion Study	0	0	0	0.0 %	0	0	0
800 9105 Concrete Grinding	20,000	0	0	0.0 %	20,000	0	20,000
800 9106 Waste Composition Study	0	0	0	0.0 %	0	0	0
800 9316 CH Corrective Action Program	0	0	0	0.0 %	0	0	0

8/15/2019 3:38:24 PM Page 1 of 2

# Consolidated Grant and CIP Expenditure Report For Period Ending July 31, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9319 CH LFG System Improvements	0	0	0	0.0 %	0	0	0
800 9320 CH Flare Enclosure	30,000	0	0	0.0 %	30,000	0	30,000
800 9401 LR LFG Replacement	0	0	0	0.0 %	0	0	0
800 9402 LR LFG Well Replacement	0	0	0	0.0 %	0	0	0
800 9501 JC LFG System Improvements	60,000	0	0	0.0 %	60,000	0	60,000
800 9506 JC Litter Control Barrier	0	0	0	0.0 %	0	0	0
800 9507 JC Corrective Action	0	0	0	0.0 %	0	0	0
800 9508 JC Drainage Modifications	0	0	0	0.0 %	0	99,430	(99,430)
800 9510 JC LFG System (Vertical Wells)	0	0	0	0.0 %	0	0	0
800 9511 JC LFG System (Horizontal Wells)	0	0	0	0.0 %	0	0	0
800 9526 JC Equipment Replacement	600,000	0	0	0.0 %	600,000	82,862	517,138
800 9527 JC Module 7 Engineering and Cons	0	0	0	0.0 %	0	37,394	(37,394)
800 9528 JC Roadway Improvements	0	0	0	0.0 %	0	0	0
800 9601 JR Transfer Station Improvements	25,000	0	0	0.0 %	25,000	0	25,000
800 9603 JR Well Replacement	25,000	0	0	0.0 %	25,000	0	25,000
800 9701 SSTS Equipment Replacement	200,000	0	0	0.0 %	200,000	0	200,000
800 9703 SSTS Improvements	0	0	0	0.0 %	0	0	0
Total Fund 800 - Capital Improvement Proje	960,000	0	0	0.0 %	960,000	219,686	740,314
Total CIP Expenditures	960,000	675	675	0.1 %	959,325	220,236	739,089

8/15/2019 3:38:24 PM Page 2 of 2

Check #	· 	Check Date	Amount	Check Total
22914	ALESHIRE & WYNDER, LLP MAY LEGAL SERVICES	7/3/2019	7,769.50	7 700 50
22915	AMERICAN SUPPLY CO. ADM JANITORIAL SUPPLIES	7/3/2019	137.54	7,769.50
22916	AUTOMATION DIRECT JC FACILITY MAINTENANCE	7/3/2019	37.70	137.54
22917	BOYD'S ASPHALT SERVICES REFUND CREDIT BALANCE TO CUSTOMER	7/3/2019	197.56	37.70
22918	CESAR ZUÑIGA ALL SITES FACILITY SAFETY SUPPLIES	7/3/2019	9,734.01	197.56
22919	CSC OF SALINAS/YUMA JRTS EQUIPMENT MAINTENANCE	7/3/2019	100.38	9,734.01
22920	DON CHAPIN INC JC FACILITY MAINTENANCE	7/3/2019	2,842.22	100.38
22921	EAST BAY TIRE CO. JC EQUIPMENT MAINTENANCE	7/3/2019	920.95	2,842.22
22922	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	7/3/2019	121.41	920.95
22923	FULL STEAM STAFFING LLC JC CONTRACT LABOR	7/3/2019	2,668.56	121.41
22924	GEOSYNTEC CONSULTANTS, INC. CQA JC MODULE 7	7/3/2019	42,527.27	2,668.56
22925	GRANITE CONSTRUCTION-MONTEREY BAY REFUND CREDIT BALANCE TO CUSTOMER	7/3/2019	14.50	42,527.27
22926	HOPE SERVICES SSTS LITTER ABATEMENT	7/3/2019	13,000.26	14.50
22927	ICONIX WATERWORK (US) INC. JC MAINTENANCE SUPPLIES	7/3/2019	316.83	13,000.26
22928	INFINITY STAFFING SERVICES, INC. JC CONTRACT LABOR	7/3/2019	911.63	316.83
22929	JULIO GIL HHW, SS, JC, & JR UNIFORMS	7/3/2019	2,983.79	911.63
22930	KING CITY HARDWARE INC. JR FACILITY MAINTENANCE	7/3/2019	5.42	2,983.79
22931	LINDA VASQUEZ EDUCATIONAL ASSISTANCE	7/3/2019	641.70	5.42
22932	MANUEL PEREA TRUCKING, INC. SS EQUIPMENT RENTAL	7/3/2019	200.00	641.70
22933	MARTA M. GRANADOS	7/3/2019		200.00
22934	2018-19 INTERPRETING SERVICES: PUBLIC MEETINGS  MCMASTER-CARR SUPPLY COMPANY	7/3/2019	180.00	180.00
	SS FACILITY MAINTENANCE		363.38	363.38

Check #		Check Date	Amount	Check Total
22935	MISSION LINEN SUPPLY	7/3/2019		
	JC UNIFORMS		6.60	
22936	PACIFIC GAS AND ELECTRIC COMPANY	7/3/2019		6.60
22300	JC ELECTRICAL SERVICES	170/2010	62.47	
	MAY CNG FUEL		665.47	
	ALL SITES ELECTRICAL SERVICES		9,937.82	40 66E 76
22937	PACIFIC TRUCK PARTS, INC	7/3/2019		10,665.76
	JC EQUIPMENT MAINTENANCE		65.50	
22938	DEODI EIS CHOICE DAVING INC	7/3/2019		65.50
22930	PEOPLE'S CHOICE PAVING INC. SS TS PAVING REPAIR	7/3/2019	39,674.75	
			, .	39,674.75
22939	PINNACLE MEDICAL GROUP	7/3/2019	450.00	
	NEW HIRE PHYSICALS		150.00	150.00
22940	PRICILLIA RODRIGUEZ	7/3/2019		100.00
	SS HAULING SERVICES		4,784.12	. =
22941	REPUBLIC SERVICES #471	7/3/2019		4,784.12
22341	MONTHLY TRASH SERVICE	773/2019	74.36	
				74.36
22942	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY SS FACILITY MAINTENANCE	7/3/2019	1,377.22	
	33 FACILITY WAINTENANCE		1,377.22	1,377.22
22943	STANLEY G. SILVA, JR. PAVING & GRADING, INC.	7/3/2019		.,
	JC FACILITY MAINTENANCE		16,818.81	
	SS EQUIPMENT HAULING		625.00	17,443.81
22944	VALERIO VARELA JR	7/3/2019		17,440.01
	SS EQUIPMENT MAINTENANCE		300.00	
	SS FACILITY MAINTENANCE SS VEHICLE MAINTENANCE		2,295.00 370.00	
	OU VEHICLE MAINTENANCE		370.00	2,965.00
22945	VALLEY FABRICATION, INC.	7/3/2019		
	JC FACILITY MAINTENANCE		2,027.27	2,027.27
22946	VISION RECYCLING INC	7/3/2019		2,021.21
	JC & SS GREEN WASTE PROCESSING		98,842.46	
00047	WESTERN TRAILER COMPANY	7/2/2010		98,842.46
22947	WESTERN TRAILER COMPANY SS VEHICLE MAINTENANCE	7/3/2019	24,213.70	
			,	24,213.70
22948	AON RISK INSURANCE SERVICES WEST, INC .	7/3/2019	07.047.00	
	FY 2019-20 BUSINESS AUTO COVERAGE		27,017.00	
	FY 2019-20 COMMERCIAL PROPERTY COVERAGE FY 2019-20 DIFFERENCE IN CONDITIONS COVERAGE		35,266.00 14,850.00	
	FY 2019-20 EMPLOYMENT PRACTICES LIABILITY		18,708.00	
	FY 2019-20 ENVIRONMENTAL SITE LIABILITY		61,393.68	
	FY 2019-20 ENVIRONMENTAL UMBRELLA LIABILITY		64,040.00	
	FY 2019-20 GENERAL LIABILITY INSURANCE		154,625.00	
	WORKER'S COMP PREMIUMS		16,704.90	202 604 59
22949	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	7/3/2019		392,604.58
	CSMFO CHAPTER MEETING		40.00	
	INTRODUCTION TO GOVERNMENTAL ACCOUNTING		225.00	005.00
22950	HRN PERFORMANCE SOLUTIONS	7/3/2019		265.00
	HR PERFORMANCE SOLUTION SOFTWARE	110,2010	2,077.16	
				2,077.16

Check #		Check Date	Amount	Check Total
22951	NEXIS PARTNERS, LLC JULY MONTHLY ADMIN BUILDING RENT	7/3/2019	9,212.00	0.242.00
22952	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA OPS ASSOCIATION ANNUAL MEMBERSHIP	7/3/2019	253.00	9,212.00
22953	TYLER TECHNOLOGIES, INC INCODE DIVISION CANCELED APPLICATION - PROJ. ACCT. TYLER SOFTWARE SUPPORT RENEWAL	7/3/2019	(2,358.63) 22,780.83	253.00
22954	US BANK CORPORATE PAYMENT SYSTEM US COMPOSTING COUNCIL: CONFERENCE REGISTRATION IPMA-HR: ANNUAL MEMBERSHIP SOUTHWEST: SWANA CONFERENCE TRAVEL	7/3/2019	1,740.00 669.00 228.96	20,422.20
22955	BECKS SHOES AND REPAIR JC & SS UNIFORMS	7/10/2019	1,119.02	2,637.96
22956	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE	7/10/2019	341.29	1,119.02
22957	GOLDEN STATE TRUCK & TRAILER REPAIR SS EQUIPMENT MAINTENANCE JR EQUIPMENT MAINTENANCE	7/10/2019	3,832.42 42.64	341.29
22958	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE MAINTENANCE SUPPLIES RETURN	7/10/2019	45.71 (32.70)	3,875.06
22959	GRAINGER SS & JC MAINTENANCE	7/10/2019	4,944.61	13.01
22960	GREEN RUBBER - KENNEDY AG, LP SS EQUIPMENT	7/10/2019	3,227.68	4,944.61
22961	LIEBERT CASSIDY WHITMORE MAY LEGAL SERVICES	7/10/2019	703.00	3,227.68
22962	MONTEREY BAY OFFICE PRODUCTS COPIER MAINTENANCE	7/10/2019	358.91	703.00
22963	OFFICE DEPOT MS VISIO SOFTWARE OFFICE SUPPLIES RETURN VISIO SOFTWARE	7/10/2019	305.89 (25.53) 611.78	358.91
22964	QUINN COMPANY JC & SS EQUIPMENT MAINTENANCE EQUIPMENT PARTS RETURN	7/10/2019	495.60 (64.69)	892.14
22965	ROSALINDA RAMIREZ CCAC EDUCATION WORKSHOP PER DIEM	7/10/2019	16.00	430.91
22966	SHRED-IT US JV LLC. ADM SHREDDING SERVICES	7/10/2019	81.40	16.00
22967	VERIZON WIRELESS SERVICES JR INTERNET SERVICES	7/10/2019	76.02	81.40
22968	WILLDAN FINANCIAL SERVICES	7/10/2019		76.02
	ANNUAL BOND CONTINUING DISCLOSURE SERVICES		2,000.00	2,000.00

Check #		Check Date	Amount	Check Total
22969	AON RISK INSURANCE SERVICES WEST, INC . FY 2019-20 CRIME LIABILITY INSURANCE FY 2019-20 CYBER INSURANCE	7/10/2019	5,792.00 8,711.83	
22970	SOCIETY FOR HUMAN RESOURCE MANAGEMENT SHRM ANNUAL MEMBERSHIP	7/10/2019	209.00	14,503.83
22971	US COMPOSTING COUNCIL ANNUAL MEMBERSHIPS	7/10/2019	415.00	209.00
22972	ADMANOR, INC CCRMC - MEDIA CAMPAIGN AD MANOR - MEDIA CAMPAIGN	7/16/2019	6,107.46 3,570.26	415.00
22973	AGRI-FRAME, INC JC EQUIPMENT MAINTENANCE	7/16/2019	965.54	9,677.72
22974	ALWAYS TOWING & RECOVERY, INC JC EQUIPMENT MAINTENANCE OPS ADM VEHICLE MAINTENANCE	7/16/2019	400.00 258.00	965.54
22975	ASBURY ENVIRONMENTAL SERVICES HHW ABOP DISPOSAL	7/16/2019	80.00	658.00 80.00
22976	AUTOMATION DIRECT JC FACILITY MAINTENANCE	7/16/2019	777.88	777.88
22977	BECKS SHOES AND REPAIR JC & SS UNIFORMS	7/16/2019	220.00	220.00
22978	CALIFORNIA SURVEYING & DRAFTING SUPPLY INC JC SURVEYING EQUIPMENT	7/16/2019	14,809.93	14,809.93
22979	CARDLOCK FUELS SYSTEM, INC. JC BIODIESEL FUEL JR FUEL	7/16/2019	8,885.94 4,845.14	12 721 00
22980	CH2M HILL, INC LONG RANGE FINANCIAL MODEL	7/16/2019	1,521.25	13,731.08 1,521.25
22981	CITY OF GONZALES JC WATER SERVICES	7/16/2019	105.93	105.93
22982	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE	7/16/2019	544.69	544.69
22983	CORE & MAIN LP CH FACILITY MAINTENANCE	7/16/2019	1,775.24	1,775.24
22984	CSC OF SALINAS/YUMA SS EQUIPMENT MAINTENANCE	7/16/2019	10.62	10.62
22985	EAST BAY TIRE CO. JC EQUIPMENT MAINTENANCE JC VEHICLE MAINTENANCE	7/16/2019	309.00 100.00	400.00
22986	FIRST ALARM JC SECURITY SERVICES	7/16/2019	35.00	409.00
22987	FULL STEAM STAFFING LLC SS CONTRACT LABOR	7/16/2019	2,983.40	35.00 2,983.40
				2,900.40

Check #		Check Date	Amount	Check Total
22988	GEOLOGIC ASSOCIATES, INC. ALL SITES GW MONITORING	7/16/2019	5,255.50	5.055.50
22989	GOLDEN STATE TRUCK & TRAILER REPAIR SS EQUIPMENT MAINTENANCE SS FACILITY MAINTENANCE SS VEHICLE MAINTENANCE	7/16/2019	338.61 270.81 5,647.96	5,255.50
22990	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE FACILITY SUPPLIES RETURN	7/16/2019	16.22 (5.41)	6,257.38
22991	GONZALES TIRE & AUTO SUPPLY JC TIRE REPAIR	7/16/2019	215.81	10.81
22992	GUARDIAN SAFETY AND SUPPLY, LLC SS SAFETY SUPPLIES	7/16/2019	1,035.54	215.81
22993	GUERITO MONTHLY PORTABLE TOILET SERVICE	7/16/2019	1,028.00	1,035.54
22994	HAWAII DRILLERS, INC. JC PORTABLE LITTER UNITS	7/16/2019	42,699.19	1,028.00
22995	HERC RENTALS INC. BOOM PURCHASE	7/16/2019	36,379.16	42,699.19
22996	HOPE SERVICES SSTS LITTER ABATEMENT	7/16/2019		36,379.16
22997	INFINITY STAFFING SERVICES, INC.	7/16/2019	11,509.46	11,509.46
22998	JC CONTRACT LABOR  ISCO MACHINERY, INC.	7/16/2019	1,574.63	1,574.63
22999	JC EQUIPMENT RENTAL  MANUEL PEREA TRUCKING, INC.	7/16/2019	2,906.45	2,906.45
23000	SS EQUIPMENT RENTAL  MCMASTER-CARR SUPPLY COMPANY	7/16/2019	200.00	200.00
23001	SS FACILITY MAINTENANCE SUPPLIES  METECH RECYCLING, INC.	7/16/2019	256.73	256.73
23002	HHW E-WASTE HAULING MISSION LINEN SUPPLY	7/16/2019	1,347.05	1,347.05
23024	JC UNIFORMS  MONTEREY BAY OFFICE PRODUCTS	7/16/2019	197.41	197.41
	PLOTTER MAINTENANCE		275.00	275.00
23025	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS MONTHLY SEWER SERVICES STORMWATER DISCHARGE	7/16/2019	34.02 1,157.42	
23026	ODOR NO MORE, INC. SS SPECIAL DEPT SUPPLIES	7/16/2019	10,473.30	1,191.44
23027	OFFICE DEPOT OFFICE SUPPLIES	7/16/2019	161.70	10,473.30
				161.70

Check #		Check Date	Amount	Check Total
23028	PACIFIC GAS AND ELECTRIC COMPANY RR, SS & HHW CNG FUEL	7/16/2019	5,127.16	E 407.46
23029	PACIFIC WASTE SERVICES JC ENGINEERING SERVICES	7/16/2019	3,314.00	5,127.16
23030	PENINSULA MESSENGER LLC SS, JC & JR COURIER SERVICES	7/16/2019	638.00	3,314.00
23031	PRICILLIA RODRIGUEZ HAULING SERVICES	7/16/2019	4,607.35	638.00
23032	PROBUILD COMPANY LLC SS FACILITY MAINTENANCE	7/16/2019	1,061.32	4,607.35
23033	PURE WATER BOTTLING WATER SERVICE	7/16/2019	572.10	1,061.32
23034	QUINN COMPANY SS EQUIPMENT MAINTENANCE EQUIPMENT PARTS RETURN SS VEHICLE MAINTENANCE	7/16/2019	2,094.03 (997.71) 153.98	572.10
23035	RAMON N VALLEJO LIVE SCANS - NEW HIRES	7/16/2019	171.00	1,250.30
23036	RETURNS R US, INC. HHW HAULING & DISPOSAL	7/16/2019	300.00	171.00
23037	SCALES UNLIMITED JC SCALE MAINTENANCE	7/16/2019	1,640.00	300.00
23038	SKINNER EQUIPMENT REPAIR, INC. JC EQUIPMENT MAINTENANCE	7/16/2019	2,933.59	1,640.00
23039	SOCIAL VOCATIONAL SERVICES, INC. JC LITTER ABATEMENT	7/16/2019	6,298.88	2,933.59
23040	SPRINT NEXTEL SS & JR CELL PHONE SERVICES	7/16/2019	262.20	6,298.88
23041	TRI-COUNTY FIRE PROTECTION, INC. SS FIRE EXTINGUISHER REPLACEMENT	7/16/2019	117.56	262.20
23042	TY CUSHION TIRE, LLC SS EQUIPMENT MAINTENANCE	7/16/2019	1,323.25	117.56
23043	WOOD BROTHERS, INC.	7/16/2019	·	1,323.25
23044	JC MODULE 7 CONSTRUCTION  WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	7/16/2019	594,195.12	594,195.12
23045	ALL SITES FUEL  AON RISK INSURANCE SERVICES WEST, INC .	7/16/2019	1,960.40	1,960.40
23046	WORKER'S COMP PREMIUMS  BLUE STRIKE ENVIRONMENTAL	7/16/2019	16,201.90	16,201.90
23047	SPECIAL EVENT RECYCLING SERVICES  BRYAN EQUIPMENT	7/16/2019	1,470.00	1,470.00
	JC FACILITY MAINTENANCE	11.10,20.10	58.40	58.40

Check #		Check Date	Amount	Check Total
23048	CALIFORNIA PRODUCT STEWARDSHIP COUNCIL CA PRODUCT STEWARDSHIP COUNCIL ASSOCIATE FEE	7/16/2019	2,500.00	2 500 00
23049	CITY OF GONZALES MONTHLY HOSTING FEE	7/16/2019	20,833.33	2,500.00
23050	CLARK PEST CONTROL, INC ADMIN PEST CONTROL	7/16/2019	93.00	20,833.33
23051	COMCAST ADMIN INTERNET SERVICES	7/16/2019	291.91	93.00
23052	FIRST ALARM ALL SITES SECURITY SERVICES	7/16/2019	1,374.39	291.91
23053	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION WEBINAR - UNDERSTANDING GASB'S EXPOSURE DRAFTS	7/16/2019	85.00	1,374.39
23054	GONZALES ACE HARDWARE ALL SITES FACILITY MAINTENANCE SUPPLIES JC EQUIPMENT MAINTENANCE JC FACILITY MAINTENANCE	7/16/2019	129.73 46.49 211.09	85.00
23055	HARTFORD FIRE INSURANCE COMPANY SURETY INSURANCE - GM	7/16/2019	2,750.00	387.31
23056	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 JC FACILITY MAINTENANCE	7/16/2019	114.60	2,750.00
23057	MISSION LINEN SUPPLY ALL SITES UNIFORM SERVICE	7/16/2019	105.01	114.60
23058	MONTEREY BAY OFFICE PRODUCTS COPIER MAINTENANCE PLOTTER MAINTENANCE	7/16/2019	64.94 235.83	105.01
23059	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	7/16/2019	9,212.00	300.77
23060	ONHOLD EXPERIENCE TELEPHONE HOLD SERVICE	7/16/2019	207.00	9,212.00
23061	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	7/16/2019	1,388.41	207.00
23062	REPUBLIC SERVICES #471 ADM BUILDING MONTHLY TRASH SERVICE	7/16/2019	148.72	1,388.41
23063	SALINAS NEWSPAPERS, INC. PUBLIC NOTICE : PETERBILT 378 & FORD WATER TRUCK	7/16/2019	385.52	148.72
23064	SHARPS SOLUTIONS, LLC HHW HAULING AND DISPOSAL	7/16/2019	280.00	385.52
23065	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	7/16/2019	242.00	280.00
23066	VALERIO VARELA JR SS FACILITY MAINTENANCE	7/16/2019	3,175.00	242.00
			2, . 1 0.00	3,175.00

Check #		Check Date	Amount	Check Total
23067	A & B FIRE PROTECTION & SAFETY, INC SS WATER LINE REPAIR	7/24/2019	2,136.00	
	SS FACILITY MAINTENANCE		2,585.00	4,721.00
23068	A & G PUMPING, INC	7/24/2019		4,721.00
	JR PORTABLE TOILET		211.75	211.75
23069	ALESHIRE & WYNDER, LLP	7/24/2019		211.73
	JUNE LEGAL SERVICES		4,038.50	4 029 E0
23070	AMCON ENVIRONMENTAL, INC	7/24/2019		4,038.50
	JR & JC DAILY COVER TARPS		29,847.87	29,847.87
23071	AMERICAN SUPPLY CO.	7/24/2019		29,047.07
	SS & JC JANITORIAL SUPPLIES		253.35	252.25
23072	ASBURY ENVIRONMENTAL SERVICES	7/24/2019		253.35
	HHW ABOP DISPOSAL HHW HAULING & DISPOSAL		55.00	
	HRW HAULING & DISPUSAL		80.00	135.00
23073	AT&T MOBILITY ADMIN WIRELESS SERVICES	7/24/2019	43.23	
	ADMIN WIRELESS SERVICES		43.23	43.23
23074	CALIFORNIA WATER SERVICE SSTS WATER SERVICE	7/24/2019	1,379.45	
	3313 WATER SERVICE		1,379.43	1,379.45
23075	CSC OF SALINAS/YUMA	7/24/2019	1 100 00	
	ALL SITES VEHICLE & EQUIPMENT MAINTENANCE SUPPLIES		1,196.82	1,196.82
23076	CUTTING EDGE SUPPLY	7/24/2019	1 512 70	
	SS EQUIPMENT MAINTENANCE SUPPLIES		1,513.70	1,513.70
23077	ENRIQUE CARRILLO JR.	7/24/2019	4 402 24	
	ALL SITES VEHICLE MAINTENANCE		4,193.24	4,193.24
23078	FEDEX ADMIN OVERNIGHT SHIPPING	7/24/2019	21.77	
	ADMIN OVERNIGHT SHIPPING		21.77	21.77
23079	FULL STEAM STAFFING LLC JC CONTRACT LABOR	7/24/2019	286.65	
	JC CONTRACT LABOR		200.03	286.65
23080	GEOLOGIC ASSOCIATES, INC. MODULE 7 ENGINEERING SERVICES	7/24/2019	10,733.50	
	CH, JC & JR NON ROUTINE GW MONITORING		4,152.50	
23081	GONZALES ACE HARDWARE	7/24/2019		14,886.00
25001	SS FACILITY SUPPLIES	1124/2019	47.61	
23082	GREEN RUBBER - KENNEDY AG, LP	7/24/2019		47.61
23002	JC FACILITY SUPPLIES	1124/2019	261.01	
23083	GREEN VALLEY INDUSTRIAL SUPPLY, INC	7/24/2019		261.01
20000	SS FACILITY MAINTENANCE	772472013	79.62	
	FACILITY PARTS RETURN		(76.26)	3.36
23084	HERC RENTALS INC.	7/24/2019		0.00
	JC EQUIPMENT RENTAL		1,440.32	1,440.32
23085	HOME DEPOT	7/24/2019		1,440.32
	SS FACILITY MAINTENANCE RR FLOAT SUPPLIES		244.26 124.92	
	JC FACILITY MAINTENANCE		1,471.60	
				1,840.78

Check #		Check Date	Amount	Check Total
23086	KELLY-MOORE PAINT COMPANY INC. FACILITY SUPPLIES RETURN SS FACILITY MAINTENANCE	7/24/2019	(176.53) 679.45	
23087	METECH RECYCLING, INC. HHW E-WASTE HAULING	7/24/2019	1,830.50	502.92
23088	ONE STOP AUTO CARE/V & S AUTO CARE, INC OPS VEHICLE REPAIR	7/24/2019	5,216.33	1,830.50
23089	O'NEILL SEA ODYSSEY SCHOOL WATERSHED LITTER & RECYCLING ED	7/24/2019	30,000.00	5,216.33
23090	ROSSI BROS TIRE & AUTO SERVICE ALL SITES TIRE REPAIR AND PURCHASE	7/24/2019	17,570.41	30,000.00
23092	SALINAS NEWSPAPERS, INC. RR TECH RECRUITMENT	7/24/2019	539.00	17,570.41
23093	SCS FIELD SERVICES JC, CH & LR ENGINEERING SERVICES ALL SITES ROUTINE ENGINEERING SERVICES JC NON ROUTINE ENGINEERING SERVICES	7/24/2019	925.00 18,485.00 1,144.70	539.00
23094	STEVEN M. POUDRIER ALL SITES OFFICE SUPPLIES	7/24/2019	183.88	20,554.70
23095	VISION RECYCLING INC JC & SS GREEN WASTE PROCESSING	7/24/2019	101,849.12	183.88
23096	WESTERN EXTERMINATOR COMPANY ALL SITES EXTERMINATION SERVICES	7/24/2019	431.50	101,849.12
23097	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	7/24/2019	58.66	431.50
23098	CALIFORNIA RESOURCE RECOVERY ASSOCIATION CRRA BRONZE LEVEL SPONSORSHIP	7/24/2019	1,930.00	58.66
23099	CARDLOCK FUELS SYSTEM, INC. ALL SITES EQUIPMENT & VEHICLE FUEL	7/24/2019	29,100.41	1,930.00
23100	COMCAST ADMIN INTERNET SERVICES	7/24/2019	583.82	29,100.41
23101	CONCERN: EMPLOYEE ASSISTANCE PROGRAM ANNUAL PROGRAM FEES	7/24/2019	4,100.00	583.82
23102	ERNEST BELL D. JR ADM, SS & JC JANITORIAL SERVICES	7/24/2019	2,600.00	4,100.00
23103	FIRST ALARM ALL SITES SECURITY SERVICES	7/24/2019	2,257.23	2,600.00
23104	FULL STEAM STAFFING LLC ALL SITES DIVERSION WORKERS & CONTRACT LABOR	7/24/2019	1,116.57	2,257.23
23105	GABILAN OAKS, LLC 2019 EMPLOYEE COMMUNICATION DINNER	7/24/2019	2,760.00	1,116.57
23106	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	7/24/2019	4,969.12	2,760.00
				4,969.12

Check #		Check Date	Amount	Check Total
23107	GONZALES ACE HARDWARE ALL SITES FACILITY MAINTENANCE SUPPLIES JC FACILITY MAINTENANCE SUPPLIES	7/24/2019	12.97 317.30	
23108	GREEN LINE LIQUID WASTE HAULERS SS NPDES IMPROVEMENTS	7/24/2019	3,820.00	330.27
23109	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS FACILITY MAINTENANCE	7/24/2019	8.85	3,820.00
23110	GUARDIAN SAFETY AND SUPPLY, LLC ALL SITES SAFETY SUPPLIES	7/24/2019	53.09	8.85
23111	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 JC FACILITY SUPPLIES	7/24/2019	71.69	53.09
23112	HOME DEPOT SS FACILITY MAINTENANCE ALL SITES FACILITY MAINTENANCE	7/24/2019	29.63 559.38	71.69
23113	KING CITY HARDWARE INC. JC FACILITY MAINTENANCE	7/24/2019	27.71	589.01 27.71
23114	LOUIS MARTINEZ WEEK 2 - BUDDY LUNCH	7/24/2019	38.00	38.00
23115	LOUIS MARTINEZ WEEK 1 - BUDDY LUNCH	7/24/2019	38.00	38.00
23116	LOUIS MARTINEZ WEEK 3 - BUDDY LUNCH	7/24/2019	38.00	38.00
23117	LOUIS MARTINEZ WEEK 4 - BUDDY LUNCH	7/24/2019	38.00	38.00
23118	MAESTRO HEALTH FSA ADMINISTRATION FEE	7/24/2019	150.00	150.00
23119	MCMASTER-CARR SUPPLY COMPANY SS FACILITY SUPPLIES	7/24/2019	49.02	49.02
23120	MISSION LINEN SUPPLY ALL SITES UNIFORM SERVICE ALL SITES UNIFORMS	7/24/2019	197.41 105.01	
23121	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	7/24/2019	862.22	302.42 862.22
23122	PITNEY BOWES - POSTAGE ADMIN POSTAGE	7/24/2019	1,700.00	1,700.00
23123	PRICILLIA RODRIGUEZ SS HAULING SERVICES	7/24/2019	7,275.18	7,275.18
23124	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	7/24/2019	2,753.86	2,753.86
23125	RODOLFO RAMIREZ AYALA ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	7/24/2019	1,500.00	1,500.00
23126	SKINNER EQUIPMENT REPAIR, INC. ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	7/24/2019	5,602.09	5,602.09
				0,002.09

Check #		Check Date	Amount	Check Total
23127	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA WASTECON CONFERENCE 2019 BK	7/24/2019	745.00	745.00
23128	SOLID WASTE ASSOCIATION OF NORTH AMERICA OPS ADMIN MEMBERSHIPS	7/24/2019	253.00	745.00
23129	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA WASTECON CONFERENCE 2019 JC	7/24/2019	745.00	253.00
23130	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA WASTECON CONFERENCE 2019 PM	7/24/2019	695.00	745.0
23131	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA WASTECON CONFERENCE 2019 CZ	7/24/2019	745.00	695.0
23132	SOLID WASTE ASSOCIATION OF NORTH AMERICA ANNUAL MEMBERSHIP DUES	7/24/2019	388.00	745.0
23133	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA WASTECON CONFERENCE 2019 OG	7/24/2019	745.00	388.0
23134	STEVEN M. POUDRIER ALL SITE RATE POSTER	7/24/2019	49.82	745.0
23135	UNITED RENTALS (NORTHWEST), INC JC EQUIPMENT RENTAL	7/24/2019	1,229.31	49.8
23136	VALLEY FABRICATION, INC.	7/24/2019	,	1,229.3
23137	STEEL MATERIAL SUPPLIES  VERIZON WIRELESS SERVICES	7/24/2019	1,090.15	1,090.1
	JC & RR INTERNET SERVICES		76.02	76.0
23138	US BANK CORPORATE PAYMENT SYSTEM HARBOR Freight: TIRES FOR GARDEN HOSE REEL CART SUBWAY: BOARD OF DIRECTORS MEETING WALMART: BOARD OF DIRECTORS MEETING THE MONTEREY BUS: JC LANDFILL TOUR BEST BUY: CAMERA MOUNTS HARBOR FREIGHT: SS FACILITY MAINTENANCE SUPPLIES EXPERIAN: CREDIT REPORT SMART & FINAL: EXECUTIVE COMMITTEE MEETING EL POLLO LOCO: EMPLOYEE ENGAGEMENT MEETING ROBERTS CATERING: JC EMPLOYEE RECOGNITION AMAZON: REPLACEMENT ERGO KEYBOARD CAMPOS PRIVACY FENCE: FENCE WIRE ROBERTS CATERING: SS EE APPRECIATION HARBOR FREIGHT: SS FACILITY MAINTENANCE INDEED: RECRUITMENT SERVICES FOR DIVERSION WORKERS ATT: JC INTERNET INTERMEDIA: MONTHLY EXCHANGE SERVER HOSTING AMAZON: OFFICE SUPPLIES LOWES: JC AIR CONDITIONER / FENCE REPAIR SUPPLIES COSTCO: REPLACEMENT COMPUTER AMAZON: SS SAFETY SUPPLIES BESTBUY: SECURITY CAMERAS TRACTOR SUPPLY: SS FACILITY MAINTENANCE AMAZON: SS SAFETY SUPPLIES SESTBUY: SECURITY CAMERAS TRACTOR SUPPLY: SS FACILITY MAINTENANCE AMAZON: SS SAFETY SUPPLIES SMART N FINAL: SSTS EMPLOYEE APPRECIATION	7/29/2019	61.12 98.01 31.02 335.00 70.97 99.37 49.95 18.66 61.32 400.00 100.34 860.59 375.00 43.02 99.35 70.00 369.70 184.02 540.59 1,327.32 308.02 514.53 86.53 40.62 23.12	

Check #		Check Date	Amount	Check Total
	COSTCO: GREEN CLEANING SUPPLIES HOME DEPOT: GARDEN SUPPLIES THE MONTEREY BUS: JCLF TOUR BUS RENTAL BARNES WELDING SUPPLY: SS SAFETY SUPPLIES EAST MARKET SHELL: WINDSHIELD WIPER FLUID		19.71 94.85 250.00 37.81 8.44	0.050.04
23142	US BANK CORPORATE PAYMENT SYSTEM CALPERS: EDUCATIONAL FORUM REGISTRATION CALIFORNIANS AGAINST WASTE: EVENT REGISTRATION OLDTOWN SALINAS FOUNDATION: SALINAS FOOD & WINE	7/29/2019	898.00 1,500.00 250.00	6,653.04
23143	CASCADIA CONSULTING GROUP WASTE CHARACTERIZATION STUDY	7/31/2019	53,839.00	2,648.00
23144	FEDEX 7/31/201 OVERNIGHT SHIPMENT		68.04	53,839.00
23145	FULL STEAM STAFFING LLC ALL SITES DIVERSION WORKERS & CONTRACT LABOR	7/31/2019	945.11	68.04 945.11
23146	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	7/31/2019	2,630.39	2,630.39
23147	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 7 SS NPDES IMPROVEMENTS		97.55	97.55
23148	LIEBERT CASSIDY WHITMORE ACA WEBINAR - HR	7/31/2019	75.00	75.00
23149	MISSION LINEN SUPPLY ALL SITES UNIFORMS	7/31/2019	151.21	151.21
23150	MONICA AMBRIZ IPMA HR CONFERENCE AIRFARE	7/31/2019	428.00	
23151	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	7/31/2019	393.45	428.00
23152	ONE STOP AUTO CARE/V & S AUTO CARE, INC JC VEHICLE MAINTENANCE VEHICLE MAINTENANCE FORD ESCAPE	7/31/2019	867.11 77.76	393.45
23153	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	7/31/2019	134.06	944.87
23154	ROSSI BROS TIRE & AUTO SERVICE ALL SITES VEHICLE & EQUIPMENT MAINTENANCE	7/31/2019	82.56	134.06
23155	SOUTH COUNTY NEWSPAPER NEWSPAPER ANNUAL SUBSCRIPTION	7/31/2019	49.70	82.56
20-00024-DFT	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION BOE FEES APRIL-JUNE	7/25/2019	82,871.60	49.70 82,871.60
	Subtotal			2,002,924.55
	Payroll Disbursements			421,352.07
	Grand Total			2,424,276.62



ITEM NO. 3

N/A

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: September 19, 2019

From: Mandy Brooks, Resource Recovery Manager

Title: Member and Interagency Activities Report for

August 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 August 21 with no areas of concern observed or noted during the inspection. A violation was issued due a tonnage exceedance; the LEA was notified of a tonnage exceedance on Aug 19 (10.11 tons) at the Sun Street Transfer Station due to large volumes of C&D and green waste received from self-haul customers. No customers were turned away to prevent illegal dumping and continue providing service.

The monthly inspections for the Johnson Canyon Landfill and the Composting Facility were conducted on August 15 with no areas of concern or violations noted for the inspections.

The monthly inspection of the Jolon Road Transfer Station was completed on August 5. No areas of concern or violations were observed during the inspection.

# Gonzales Clothing Closet Stats

The Clothing Closet is a partnership between the Authority, The Salvation Army Service Extension, and the Gonzales Community Church to provide free clothing to families in need throughout the Salinas Valley. The table below summarizes the first two months of 1Q FY 19-20 for the Clothing Closet's distributions.

FY19-20 1Q	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
July 2019	3	20	370	27	124
Aug 2019	4	33	514	41	193
Sept 2019	-	-	-	-	-
TOTALS	3 (avg.)	53	884	68	317

# Clean Up Events

Two community cleanup events were conducted in August; Salinas District 2 and Prunedale cleanup with the results from the Prunedale event listed below. The Salinas District 2 event results will be included in the October report.

➤ Prunedale: Waste Management and community volunteers conducted a one-day cleanup on Aug 31 at the Prunedale Grange and collected approximately 5.2 tons of trash and 5.7 tons of recyclable materials resulting in an estimated 52% diversion rate for the event. ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff (totals were not available at the time of this report and will be reported in subsequent reports).

# <u>Current and Future Events with SVR Staff Participation</u>

(Opportunities for Board Member Participation)

Gonzales:	10/6 10/12 10/12 & 10/1 10/23 10/26	Carnival, St Theodore's Church ABOP Collection Event, Fairview Middle School 3 Reuse, Recycle Clean Up Event, Fairview Middle School Composting Presentation, CAPSLO Fall Litter Abatement Event, Central Park		
Greenfield:	10/19	Reuse, Recycle & Clean Up Day & ABOP Collection, Memorial Hall		
King City:	11/2	Fall Clean Up & ABOP Event, High School, Mildred Ave		
Salinas:	9/17 9/18 9/21 9/21 9/27 9/28 10/2 10/13 10/19 10/24 10/25 10/26 10/28 11/9 12/1	Commercial Recycling Presentation and Staff Training, Outreach at Mo Co Food Safety Conference, Sherwood Hall Customer Appreciation Day, Sun St Transfer Station Composting Workshop, Jardin El Sol Composting Outreach - Food Bank Family Market, Vineyard Church District 4 Neighborhood Cleanup, location TBD Outreach at Salinas Employee Health Fair Outreach Event for Binational Health Week, Closter Park Composting Workshop, Jardin El Sol Farm Day Event, Rodeo Grounds Composting Outreach - Food Bank Family Market, Vineyard Church City-wide Community Cleanup, multiple locations Organics Recycling Meeting, City of Salinas Staff Mayor Neighborhood Cleanup, location TBD Float - Holiday Parade of Lights, South Main St		
Soledad:  Monterey County:	9/28 9/28 11/2	Reuse, Recycle & Clean Up Day, High School Parking Lot ABOP Collection Event, High School Parking Lot Fall Litter Abatement Event, City Hall		
	9/14 9/18 9/21 10/16 11/16	Bradley Community Clean Up & ABOP Collection Event, Bradley Rd Composting Outreach - Food Bank Family Market, Pajaro Library San Ardo Community Clean Up & ABOP Collection Event, Main St Composting Outreach - Food Bank Family Market, Pajaro Library Pajaro Community Clean Up & ABOP Collection Event, Salinas Rd		
Other:	9/27	Outreach for Teacher Training & Res. Fair, Monterey Bay Aquarium		

Report to the Board of Directors

Date: September 19, 2019

From: C. Ray Hendricks, Finance and Administration

Manager

Title: A Resolution Approving the Grants and

Capital Improvement Projects Budget for Fiscal

Year 2019-20

# Finance and Administration Manager/Controller-Treasurer General Manager/CAO N/A General Counsel

# RECOMMENDATION

The Executive Committee recommends that the Board adopt the resolution. This will ensure grants and capital improvement projects are properly budgeted.

# STRATEGIC PLAN RELATIONSHIP

The recommended action is routine in nature.

# FISCAL IMPACT

The Operating Budget for FY 2019-20 included \$960,000 assigned to Capital Improvement Projects from the expected operating surplus.

The supplemental CIP appropriations of \$2,255,000 will be funded as follows:

- \$ 1,200,000 from FY 2018-19 operating budgeted surplus (prior to surplus allocation)
- \$ 1,055,000 from a reduction in the operating budget from post closure departments that will now be carried in the CIP Budget.

# **DISCUSSION & ANALYSIS**

The proposed budget adjustments are necessary to ensure that there is sufficient budget to meet current Capital Improvement needs without additional debt. The Board approved new appropriations to the CIP budget on March 21, 2019 as part of the FY 2019-20 operating budget.

The attached Capital Improvements Projects Budget worksheet summarizes all of the appropriations involved in the CIP Budget and provides a CIP budget total. Following is a description of the various columns.

- FY 2018-19 remaining balance is the remaining budget at June 30, 2019 that is being carried over to FY 2019-20 per the Authority's financial policies.
- Approved in FY 2019-20 Budget is the budget approved by the Board as part of the FY 2019-20 operating budget on March 21, 2019.

• Adjustments are requested to the budget, as discussed below.

Fund 131 - Crazy Horse Closure Fund				
131 9319 CH LFG System Improvements	30,000.00			
131 9320 CH Flare Enclosure	(30,000.00)			
131 9321 CH Postclosure Maintenance	560,000.00			
Total Fund 131 - Crazy Horse Closure Fund	560,000.00			
Fund 141 - Lewis Road Closure Fund				
141 9401 LR LFG Replacement	(5,000.00)			
141 9402 LR LFG System Improvements	5,000.00			
141 9403 LR Postclosure Maintenance	235,000.00			
Total Fund 141 - Lewis Road Post-Closure Fund	235,000.00			
Fund 161 - Jolon Road Closure Fund				
161 9604 JR Postclosure Maintenance	260,000.00			
Total Fund 161 - Jolon Road Post-Closure Fund	260,000.00			
Fund 800 - Capital Improvement Projects Fund				
Fund 800 - Capital Improvement Projects Fund				
Fund 800 - Capital Improvement Projects Fund 800 9103 Closed Landfill Revenue Study	(24,831.32)			
800 9103 Closed Landfill Revenue Study 800 9104 Organics System Expansion Study	124,831.32			
800 9103 Closed Landfill Revenue Study 800 9104 Organics System Expansion Study 800 9107 Scale House Software Upgrade	124,831.32 100,000.00			
<ul> <li>800 9103 Closed Landfill Revenue Study</li> <li>800 9104 Organics System Expansion Study</li> <li>800 9107 Scale House Software Upgrade</li> <li>800 9214 Organics Program</li> </ul>	124,831.32 100,000.00 850,000.00			
<ul> <li>800 9103 Closed Landfill Revenue Study</li> <li>800 9104 Organics System Expansion Study</li> <li>800 9107 Scale House Software Upgrade</li> <li>800 9214 Organics Program</li> <li>800 9501 JC LFG System Improvements</li> </ul>	124,831.32 100,000.00 850,000.00 19,176.56			
<ul> <li>800 9103 Closed Landfill Revenue Study</li> <li>800 9104 Organics System Expansion Study</li> <li>800 9107 Scale House Software Upgrade</li> <li>800 9214 Organics Program</li> <li>800 9501 JC LFG System Improvements</li> <li>800 9508 JC Drainage Modifications</li> </ul>	124,831.32 100,000.00 850,000.00 19,176.56 (200,000.00)			
800 9103 Closed Landfill Revenue Study 800 9104 Organics System Expansion Study 800 9107 Scale House Software Upgrade 800 9214 Organics Program 800 9501 JC LFG System Improvements 800 9508 JC Drainage Modifications 800 9510 JC LFG System (Vertical Wells)	124,831.32 100,000.00 850,000.00 19,176.56 (200,000.00) (7,314.43)			
800 9103 Closed Landfill Revenue Study 800 9104 Organics System Expansion Study 800 9107 Scale House Software Upgrade 800 9214 Organics Program 800 9501 JC LFG System Improvements 800 9508 JC Drainage Modifications 800 9510 JC LFG System (Vertical Wells) 800 9511 JC LFG System (Horizontal Wells)	124,831.32 100,000.00 850,000.00 19,176.56 (200,000.00) (7,314.43) (11,862.13)			
800 9103 Closed Landfill Revenue Study 800 9104 Organics System Expansion Study 800 9107 Scale House Software Upgrade 800 9214 Organics Program 800 9501 JC LFG System Improvements 800 9508 JC Drainage Modifications 800 9510 JC LFG System (Vertical Wells)	124,831.32 100,000.00 850,000.00 19,176.56 (200,000.00) (7,314.43)			
800 9103 Closed Landfill Revenue Study 800 9104 Organics System Expansion Study 800 9107 Scale House Software Upgrade 800 9214 Organics Program 800 9501 JC LFG System Improvements 800 9508 JC Drainage Modifications 800 9510 JC LFG System (Vertical Wells) 800 9511 JC LFG System (Horizontal Wells)	124,831.32 100,000.00 850,000.00 19,176.56 (200,000.00) (7,314.43) (11,862.13)			
<ul> <li>800 9103 Closed Landfill Revenue Study</li> <li>800 9104 Organics System Expansion Study</li> <li>800 9107 Scale House Software Upgrade</li> <li>800 9214 Organics Program</li> <li>800 9501 JC LFG System Improvements</li> <li>800 9508 JC Drainage Modifications</li> <li>800 9510 JC LFG System (Vertical Wells)</li> <li>800 9511 JC LFG System (Horizontal Wells)</li> <li>800 9527 JC Module Engineering and Construction</li> </ul>	124,831.32 100,000.00 850,000.00 19,176.56 (200,000.00) (7,314.43) (11,862.13) 350,000.00			
<ul> <li>800 9103 Closed Landfill Revenue Study</li> <li>800 9104 Organics System Expansion Study</li> <li>800 9107 Scale House Software Upgrade</li> <li>800 9214 Organics Program</li> <li>800 9501 JC LFG System Improvements</li> <li>800 9508 JC Drainage Modifications</li> <li>800 9510 JC LFG System (Vertical Wells)</li> <li>800 9511 JC LFG System (Horizontal Wells)</li> <li>800 9527 JC Module Engineering and Construction</li> <li>Total Fund 800 - Capital Improvement Projects Fund</li> </ul>	124,831.32 100,000.00 850,000.00 19,176.56 (200,000.00) (7,314.43) (11,862.13) 350,000.00 1,200,000.00			
<ul> <li>800 9103 Closed Landfill Revenue Study</li> <li>800 9104 Organics System Expansion Study</li> <li>800 9107 Scale House Software Upgrade</li> <li>800 9214 Organics Program</li> <li>800 9501 JC LFG System Improvements</li> <li>800 9508 JC Drainage Modifications</li> <li>800 9510 JC LFG System (Vertical Wells)</li> <li>800 9511 JC LFG System (Horizontal Wells)</li> <li>800 9527 JC Module Engineering and Construction</li> <li>Total Fund 800 - Capital Improvement Projects Fund</li> <li>Grand Total CIP Budget</li> </ul>	124,831.32 100,000.00 850,000.00 19,176.56 (200,000.00) (7,314.43) (11,862.13) 350,000.00 1,200,000.00 2,255,000.00			

CIP 9316 - CH LFG System Improvements: \$30,000 is being transferred from CIP 9320.

CIP 9320 - CH Flare Enclosure: This CIP was approved as part of the FY 2019-20 budget. However, due to safety concerns at the closed landfill, this work had to be completed prior to the implementation of the FY 2019-20 budget. The \$30,000 from this project is being transferred to CIP 9316 in order to fund future LFG System Improvements.

CIP 9321 - CH Post-closure Maintenance: Post-closure maintenance costs are inconsistent in nature. Some years require more maintenance than others. Removing post closure maintenance from the operating budget and including it in the CIP budget allows staff to carry over remaining balances at the end of the year. This will help ensure that funding is available when large maintenance and repairs are necessary at the closed landfills. The \$560,000 for this CIP is being funded by a reduction in the Operating Budget.

CIP 9401 - LR LFG Replacement: This project is complete. The remaining \$5,000 is being transferred to CIP 9402.

CIP 9402 - LR LFG System Improvements: \$5,000 is being transferred from CIP 9402 in order to fund future LFG System Improvements

CIP 9403 - LR Post-closure Maintenance: Post-closure maintenance costs are inconsistent in nature. Some years require more maintenance than others. Removing post closure maintenance from the operating budget and including it in the CIP budget allows staff to carry over remaining balances at the end of the year. This will help ensure that funding is available when large maintenance and repairs are necessary at the closed landfills. The \$235,000 for this CIP is being funded by a reduction in the Operating Budget.

CIP 9604 - JR Post-closure Maintenance: Post-closure maintenance costs are inconsistent in nature. Some years require more maintenance than others. Removing post closure maintenance from the operating budget and including it in the CIP budget allows staff to carry over remaining balances at the end of the year. This will help ensure that funding is available when large maintenance and repairs are necessary at the closed landfills. The \$260,000 for this CIP is being funded by a reduction in the Operating Budget.

# Capital Improvement Fund (\$1,200,000)

CIP 9103 – Closed Landfill Revenue Study: This project is being incorporated into the organics system expansion study. The remaining \$24,831 is being transferred to CIP 9104.

CIP 9104 – Organics System Expansion Study: The Authority is partnering with the Carmel Area Wastewater District (CAWD) to accept the food slurry coming out of the De-packager. If this pilot proves successful, future costs will be incorporated into the operating budget. Additionally, staff needs some consulting support to assist with the Organic Program start-up plan and marketing. \$24,831 is being transferred from CIP 9103. An additional \$100,000 is needed to fund this CIP.

CIP 9107 – Scale House Software Upgrade: The current scale house software is coming to its end of life. Our vendor will no longer be supporting it. Upgrading to a new version will cost approximately \$100,000 in licensing, programming and staff time.

CIP 9214 – Organics Program: At the July 19, 2019 Board Meeting, the Board directed staff to request quotes for essential equipment needed to begin the compost operations at Johnson Canyon. Improvements to the project design for the compost facility resulted in increases in engineering costs, electrical installation costs, and labor costs. \$200,000 is being transferred from CIP 9508. An additional \$650,000 is needed to complete this project and fund the initial equipment/building needs.

CIP 9501 – JC LFG Improvements: JC LFG System (Vertical Wells): In order to provide greater flexibility, the remaining \$19,177 is being transferred from CIPs 9510 and 9511 to this consolidated CIP, where all the landfill gas projects will be tracked going forward.

CIP 9508 – JC Drainage Modifications: The work for this project was incorporated into the work being done in CIPs 9214, and 9527. The budget for this CIP is being transferred to CIP 9214 in order to complete that project.

CIP 9510 – JC LFG System (Vertical Wells): In order to provide greater flexibility, the remaining \$7,314 is being transferred to CIP 9501 where all the landfill gas projects will be tracked going forward.

CIP 9511 - JC LFG System (Horizontal Wells): JC LFG System (Vertical Wells): In order to provide greater flexibility, the remaining \$11,862 is being transferred to CIP 9501 where all the landfill gas projects will be tracked going forward.

CIP 9527 – JC Module Engineering and Construction: Soil excavation quantities in excess of the engineer's estimate and the placement of the soil to expand the organics working area resulted in excavation cost increases. In addition, the project change orders added working days which incrementally increased CQA costs. An additional \$350,000 is needed to complete this project. There are potential savings in other areas of the project, but those are currently unquantifiable until all final unit work quantities are calculated. Any savings will be carried over in order to begin funding future landfill cells.

• FY 2019-20 CIP Budget is the combined total of all the columns described above.

# **BACKGROUND**

The Board originally approved new appropriations to the CIP budget on March 21, 2019 as part of the FY 2019-20 operating budget.

### ATTACHMENT(S)

- 1. Resolution
- 2. FY 2019-20 Budget for Grants and Capital Improvement Projects.

# RESOLUTION NO. 2019 -

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE GRANTS AND CAPITAL IMPROVEMENT PROJECTS BUDGET FOR FY 2019-20

BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority, that the Grants and Capital Improvements Project Budget for Fiscal Year 2019-20, attached hereto and marked "Exhibit A" is hereby approved effective July 1, 2019; and,

BE IT FURTHER RESOLVED, that \$1,200,000 from remaining FY 2018-19 cash balances will be allocated prior to the allocation of fund balance to fund increases in the CIP budget; and,

BE IT FURTHER RESOLVED, that a reduction to the Operating Budget in the amount of \$1,055,000 to be used to fund initial Post Closure CIPs as shown in "Exhibit A" is hereby approved effective July 1, 2019; 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 19<sup>th</sup> day of September 2019, by the following vote:

Erika J. Trujillo	o, Clerk of the Board			
ATTEST:		_	Robert Cullen, President	
ABSTAIN:	BOARD MEMBERS:			
ABSENT:	BOARD MEMBERS:			
NOES:	BOARD MEMBERS:			
AYES:	BOARD MEMBERS:			

# Salinas Valley Solid Waste Authority FY 2019-20 Budget for Post Closure, Grants, and Capital Improvement Projects

	FY 2018-19 REMAINING BALANCE	APPROVED IN FY 2018-19 BUDGET	ADJUSTMENTS	FY 2019-20 CIP BUDGET
F = 1404				
Fund 131 - Crazy Horse Closure Fund 131 9316 CH Corrective Action Program	253,000.00	_	_	253,000.00
131 9319 CH LFG System Improvements	116,500.00	<u>-</u>	30,000.00	146,500.00
131 9320 CH Flare Enclosure	-	30,000.00	(30,000.00)	-
131 9321 CH Postclosure Maintenance			560,000.00	560,000.00
Total Fund 131 - Crazy Horse Closure Fund	369,500.00	30,000.00	560,000.00	959,500.00
Fund 141 - Lewis Road Closure Fund				
141 9401 LR LFG Replacement	5,000.00	-	(5,000.00)	-
<ul><li>141 9402 LR LFG System Improvements</li><li>141 9403 LR Postclosure Maintenance</li></ul>	30,000.00	-	5,000.00 235,000.00	35,000.00 235,000.00
Total Fund 141 - Lewis Road Post-Closure Fund	35,000.00		235,000.00	270,000.00
Total Falla FFF Edwid Foad Foot Global of Alla	00,000.00		200,000.00	270,000.00
Fund 161 - Jolon Road Closure Fund				
161 9604 JR Postclosure Maintenance			260,000.00	260,000.00
Total Fund 161 - Jolon Road Post-Closure Fund			260,000.00	260,000.00
Fund 180 - Expansion Fund				
180 9804 Long Range Facility Needs EIR	335,395.48 28,387.93	-	-	335,395.48
180 9806 Long Range Financial Model 180 9807 GOE Autoclave Final Project	100,000.00	- -	-	28,387.93 100,000.00
Total Fund 180 - Expansion Fund	463,783.41			463,783.41
Total Fund 100 - Expansion Fund	400,700.41			400,700.41
Fund 211 - Grants				
211 9214 Organics Program 2016-17	243,263.82	-	-	243,263.82
211 9247 Cal Recycle - CCPP	60,456.41	-	-	60,456.41
211 9253 Cal Recycle - 2017-18 CCPP	13,575.05	-	-	13,575.05
211 9256 Cal Recycle - 2018-19 CCPP	21,848.00			21,848.00
Total Fund 211 - Grants	339,143.28			339,143.28
Fund 216 - Reimbursement Fund				
216 9802 Autoclave Demonstration Unit	141,498.86	_	_	141,498.86
216 9804 Long Range Facility Needs EIR	180,061.58	_	_	180,061.58
Total Fund 216 - Reimbursement Fund	321,560.44			321,560.44
Fund 800 - Capital Improvement Projects Fund				
800 9103 Closed Landfill Revenue Study	24,831.32	-	(24,831.32)	-
800 9104 Organics System Expansion Study 800 9105 Concrete Grinding	19,009.62	20,000.00	124,831.32	143,840.94 20,000.00
800 9106 Waste Composition Study	29,542.50	-	_	29,542.50
800 9107 Scale House Software Upgrade	-,-		100,000.00	100,000.00
800 9214 Organics Program		-	850,000.00	850,000.00
800 9501 JC LFG System Improvements	-	60,000.00	19,176.56	79,176.56
800 9506 JC Litter Control Barrier 800 9507 JC Corrective Action	61,342.64 225,000.00	-	-	61,342.64
800 9507 JC Corrective Action 800 9508 JC Drainage Modifications	200,000.00	-	(200,000.00)	225,000.00
800 9510 JC LFG System (Vertical Wells)	7,314.43	_	(7,314.43)	-
800 9511 JC LFG System (Horizontal Wells)	11,862.13	-	(11,862.13)	-
800 9526 JC Equipment Replacement	43,707.82	600,000.00	-	643,707.82
800 9527 JC Module Engineering and Construction	2,324,088.46	-	350,000.00	2,674,088.46
800 9528 JC Roadway Improvements	2,218,936.96	- 25 000 00	-	2,218,936.96
800 9601 JR Transfer Station Improvements 800 9603 JR Well Replacement	83,399.20 75,000.00	25,000.00 25,000.00	-	108,399.20 100,000.00
800 9701 SSTS Equipment Replacement	213,857.59	200,000.00	_	413,857.59
800 9703 SSTS Improvements	10,933.70	-	-	10,933.70
Total Fund 800 - Capital Improvement Projects Fund	5,548,826.37	930,000.00	1,200,000.00	7,678,826.37
Total CIP Budget	7,077,813.50	960,000.00	2,255,000.00	10,292,813.50
ID Equipment /Internal Lean Denaum		120,000,00		120 000 00
JR Equipment (Internal Loan Repayment)	7 077 042 50	120,000.00	2 255 000 00	120,000.00
Grand Total CIP Budget	7,077,813.50	1,080,000.00	2,255,000.00	10,412,813.50
Grand Total Operating Budget	19,289,000.00		(1,055,000.00)	18,234,000.00
Grand Total Operating and CIP Budget	26,366,813.50	1,080,000.00	1,200,000.00	28,646,813.50



Report to the Board of Directors

Finance and Administration Manager/Controller/Treasurer

ITEM NO. 5

General Manager/CAO

General Counsel

Date: September 19, 2019

Cesar Zuñiga, Assistant General Manager /

Operations Manager

Title: A Resolution Approving the Amended Service

Agreement with Stericycle Environmental Services for Household Hazardous Waste Transportation and Disposal/Recycling, Rescinding Resolution No. 2019-16

### RECOMMENDATION

From:

Staff recommends that the Board adopt the resolution.

# STRATEGIC PLAN RELATIONSHIP

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

# FISCAL IMPACT

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

# **DISCUSSION & ANALYSIS**

On May 15, 2019 the Board approved Resolution No. 2019-16 awarding a two-year agreement to Stericycle Environmental Services (Stericycle) for the transportation and disposal/recycling of household hazardous waste. Upon review of the agreement by Stericycle's legal counsel requested language amendment to the terms of the agreement. Upon review by the Authority's legal counsel it was determined that the changes requested to the terms and conditions of the agreement where acceptable and did not relate to price or services to be rendered.

### **BACKGROUND**

The Authority fulfills each member city's and the County's obligation under AB 939 to accept and provide safe disposal for hazardous materials which may otherwise be disposed in the landfill. We are the sole collector in the Salinas Valley except for the used oil program offered

by Monterey County, which is grant funded. The collection facility at the Sun Street Transfer Station served over 9,300 customers in 2018 and recycled an average of 220 gallons of paint each month. Additionally, there are collection stations for antifreeze, paint, oil and batteries (ABOPs) at the Johnson Canyon Landfill and Jolon Road Transfer Station.

# **ATTACHMENTS**

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

## RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE APPROVING THE AMENDED SERVICE AGREEMENT WITH STERICYCLE ENVIRONMENTAL SOLUTIONS FOR HOUSEHOLD HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL/RECYCLING, RESCINDING RESOLUTION NO. 2019-16

WHEREAS, on May 15, 2019 the Board of Directors approved Resolution No. 2019-16 awarding a two-year contract to Stericycle Environmental Solution for the transportation and disposal/recycling of household hazardous waste; and,

WHEREAS, the agreement was reviewed by Stericyle and the Authority's legal counsel following approval; and,

WHEREAS, upon review changes to the terms and conditions of the agreement that do not relate to price or services to be rendered where identified with Stericycle and the Authority agreeing to the changes necessary;

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

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste

Authority at a regular meeting duly held on the 19th of September 2019, by the following

vote:			
AYES:	BOARD MEMBERS:		
NOES:	BOARD MEMBERS:		
ABSENT:	BOARD MEMBERS:		
ABSTAIN:	BOARD MEMBERS:		
		Robert Cullen, Preside	
ATTEST:			
Erika J. Trujillo,	Clerk of the Board		



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

## TO PROVIDE TRANSPORTATION AND DISPOSAL SERVICES

This agreement, made and entered into this 19th day of September by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Stericycle Environmental Solutions (hereinafter "Consultant").

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

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

NOW, THEREFORE, Consultant and Authority agree as follows:

## 1. Scope of Service

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

## 2. Completion Schedule

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

## 3. Compensation

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

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Consultant's principal office. Consultant may be required to pay its contractor and subcontractors prevailing wages for the performance of the terms of this agreement, which qualify as "public works" pursuant to the laws, statutes or regulations of the State of California. Consultant shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Authority) Authority against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Consultant, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq. and the implementing regulations of the Department of Industrial Relations.

## 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 thirty (30) 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 thirty (30) days after a correct and complying invoice has been submitted by Consultant.

## 5. Additional Services

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

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

## 6. Additional Copies

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

## 7. Responsibility of Consultant

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

## 8. Responsibility of Authority

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

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

## 9. Acceptance of Work Not a Release

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

## 10. Indemnification and Hold Harmless

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

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

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

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

## 11. Insurance

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

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

## C. Other Insurance Provisions

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

Additional Insured Status

The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance.

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 written notice by mail to the Salinas Valley Solid Waste Authority should the policy be canceled before the expiration date, or 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:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 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. The insurance certificate shall state the limits of coverage required hereunder.

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

## Subcontractors

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

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

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

## 12. Access to Records

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

## 13. Assignment

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

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

## 14. Changes to Scope of Work

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

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

## 15. Compliance with Laws, Rules, and Regulations

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

## 16. Licenses

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

## 17. Fiscal Considerations

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

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

## 18. Interest of Public Official

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

## 19. Withholding (Form 730)

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

## 20. California Residency (Form 590)

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

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

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

## 22. Independent Contractor

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

## 23. Exhibits Incorporated

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

## 24. Integration and Amendment

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

### 25. Jurisdiction

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

## 26. Severability

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

## 27. Notice to Proceed; Progress; Completion

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

## 28. Ownership of Documents

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

## 29. Subcontractors

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

## 30. Dispute Resolution

### A. MEDIATION

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

### B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statue 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 for cause, the Authority:
  - 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
  - Upon such written notice to Consultant, where Consultant has exhibited defective
    performance, and Consultant's failure to correct any such defect within ten (10) days after
    the receipt of such notice (the "Cure Period"), may terminate this agreement.
- B. Terminate without Cause. Upon thirty (30) day written notice, the Authority may terminate this Agreement without cause. The thirty (30) day time period to terminate the Agreement shall begin upon the day the written notice is placed within the U.S. Mail, UPS or FedEx for delivery to the Consultant.
- C. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "A," except that:
  - In the event of termination by the Authority for Consultant's default, Authority shall deduct from the amount due Consultant the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Consultant are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay Authority the full amount of such expense, but only to the extent caused by its negligence. In the event that this agreement is terminated by Authority for any reason, Consultant shall:
    - (a) Upon receipt of written notice of such termination promptly cease all services on this

project, unless otherwise directed by Authority; and

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

## 32. Audit and Examination of Accounts

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

## 33. Extent of Agreement

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

## 34. Notices

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

Via Mail

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

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

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

Marc Winkler

11855 White Rock Rd.

Rancho Cordova, CA 95742

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

## 35. Nondiscrimination

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

## 36. Conflict of Interest

Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services 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 \$1000 et seq.) that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this agreement.

## 37. Headings

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

## 38. Multiple Copies of Agreement

Exhibit A - Scope of Services

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

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

SALINAS VALLEY SOLID WASTE AUTHORITY:	APPROVED AS TO FORM:
R. Patrick Mathews General Manager/CAO	Roy C. Santos Authority General Counsel
ATTEST:	
Erika J. Trujillo Clerk of the Board	
CONSULTANT: Stericycle Environmental Services	
DOUGLAS PETENSON	V.P. M'S I SMES
Printed Name	Title
Attachments:	

## Exhibit A – Rates



Salinas Valley Solid Waste Authority

## **SECTION 4 - COST PROPOSAL**

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

Household Hazardous Waste Services

Page 37

4/25/2019



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

Household Hazardous Waste Services

Page 38

4/25/2019



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

LP = Lab pack

LO = Loose pack

BU = Bulk pack

Household Hazardous Waste Services

Page 39

4/25/2019



Report to the Board of Directors

Date: September 19, 2019

From: Elia Zavala, Contracts & Grants Analyst

Title: A Resolution Approving Supplemental

Appropriation of \$90,000 for CalRecycle's

2019-20 Local Government Waste Tire

**Amnesty Grant** 



Staff recommends that the Board adopt the resolution.

## STRATEGIC PLAN RELATIONSHIP

The recommended action supports the Authority's Mission, Vision and Values by providing sustainable and cost-effective community-based waste reduction programs. This action provides free waste tire collection/disposal opportunities at Authority facilities and diverts them from the landfill.

## FISCAL IMPACT

This grant is funded on a reimbursement basis for work completed. It does not require matching funds. However, the Authority has committed to absorb all additional costs that may be expended to successfully complete the program. Additional costs incurred during previous amnesty events were associated with media outreach, which was funded from the Resource Recovery public outreach budget. The Authority's fees for tire disposal range from \$2.00 per auto/light duty tires up to \$150.00 per large heavy equipment tire.

The FY 2019-20 Budget was adopted in advance of notification of this grant award. Therefore, the budget needs to be amended to include the revenue and its associated expenditures, which is planned to be used as follows:

Grant Budget Items	Cost	
Contracts (Tire Hauler)		64,800
Event Staffing		13,055
Education (Media Campaign)		12,145
Total Grant Funding	\$	90,000

Finance and Administration Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

## **DISCUSSION & ANALYSIS**

The grant funding will be utilized to hold used tire collection events in Fall 2019, Spring/Summer 2020, Fall 2020, and Spring/Summer 2021. The grant term will run through September 2021. During each event, residents can drop off tires at any Authority facility (Sun Street Transfer Station, Johnson Canyon Landfill and Jolon Road Transfer Station). The collection events will be scheduled to coincide, as much as possible, with community cleanup events throughout the service area.

The purpose of these events is to offer the public the opportunity to legally dispose of tires at no cost, thus reducing potential public and environmental health hazards resulting from illegal dumping and/or improper storage of waste tires. The events will also be used as educational opportunities to promote the proper disposal/recycling of waste tires.

Residents in the Authority's jurisdiction will be informed about the opportunity to take their tires to any of the Authority's three operating sites for free disposal. Residents will be notified through flyers, print ads, radio, email blasts, website information, and/or garbage and recycling bill inserts/newsletters.

These events are a very important resource and outlet for proper waste tire disposal in the Salinas Valley. By capitalizing on the successful aspects of previous events, and expanding those successes, the Authority has had the ability to significantly reduce the amount of waste tires that may have otherwise been illegally dumped, improperly stored or buried in the landfill. This has the added benefit of reducing potential breeding grounds for mosquitos in waste tires filled with rain water.

## **BACKGROUND**

The Authority has a history of holding successful tire amnesty events with the assistance of waste tire amnesty grant funds.

Since 2000, the Authority has held 52 very successful tire amnesty events as the result of previous Waste Tire Amnesty Grants. During these past events, the Authority collected and recycled a total of 285,408 tires at a total cost of \$434,873, or \$1.87 per tire (see table below). It is our intent to collect and recycle approximately 36,000 tires with this grant at an estimated cost of \$2.50 per tire.

Year	Grant Amount		Funds Expended				Tires Collected	D	isposal Cost
2017-2019	\$	62,832	\$	62,832	30,594	\$	2.05		
2015-2017	\$	52,535	\$	50,034	38,610	\$	1.30		
2013-2014	\$	76,747	\$	53,078	30,154	\$	1.76		
2010-2011	\$	60,864	\$	33,358	19,217	\$	1.74		
2008-2009	\$	77,680	\$	30,395	21,670	\$	1.40		
2005-2006	\$	75,000	\$	45,727	30,773	\$	1.49		
2002-2003	\$	77,653	\$	113,499	103,189	\$	1.10		
1999-2000	\$	20,000	\$	45,950	11,201	\$	4.10		
Total	\$ 5	503,311.00	\$	\$434,873.00	285,408	\$	\$1.87		

## ATTACHEMENT(S)

- 1. Resolution
- 2. Grant Agreement # TA5-19-0016

## RESOLUTION NO. 2019 -

## A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A SUPPLEMENTAL APPROPRIATION OF \$90,000 FOR CALRECYCLE'S 2019-20 LOCAL GOVERNMENT WASTE TIRE AMNESTY GRANT

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, Salinas Valley Solid Waste Authority received a Notice of Award of funding for the 2019-20 Local Government Waste Tire Amnesty Grant from CalRecycle on September 4, 2019, 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 \$90,000 for CalRecycle's 2019-20 Local Government Waste Tire Amnesty Grant 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 19<sup>th</sup> day of September 2019, by the following vote:

Erika J. Trujill	o, Clerk of the Board	
ATTEST:		Robert Cullen, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	

## **GRANT AGREEMENT COVER SHEET**

CalRecycle 110 (Revised 7/16)

	GRANT NUMBER TA5-19-0016
NAME OF GRANT PROGRAM	
2019-20 Local Government Waste Tire Amnesty Grant	
GRANTEE NAME	
Salinas Valley Solid Waste Authority	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT NOT TO EXCEED \$90,000.00
FROM: July 01, 2019	TO: September 30, 2021

The Department of Resources Recycling and Recovery (CalRecycle) and Salinas Valley Solid Waste Authority (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions Exhibit B – Procedures and Requirements

Exhibit C - Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

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

		GRA	NTEE'S NAM	E (PRINT OR T	YPE)		
CALRECYCLE		Sal	Salinas Valley Solid Waste Authority				
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY			SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)				
TITLE	DATE	TITLE	E				IDATE
Deputy Director, CalRecycle							
	128	source F	Recovery reet, Suite	STREET, CITY, STAT	E AND ZIP CO	DDE)	
	CERT	IFICATION	ON OF F	UNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$90,000.00	FISCAL YEAR /	PROGRAM al Govern	ROGRAM FUNI		FUND TITLE TIRE		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	CHAPTER 23			STATUTE YEAR	AR Fiscal Year 2019-20		
	ORG CODE 3970		REFERENCE 101	CE	FUND CODE 0226	- 1	ENACTMENT YEAR 2019
TOTAL AMOUNT ENCUMBERED TO DATE \$90,000.00	OUNT ENCUMBERED TO DATE INDEX 7820			CalSTRS Object of Exp PCA G3501		f Expenditure OBJECT 702	
	REPORTING ST 39707820	TRUCTURE PROGRAM (PG		19 54320			
I hereby certify upon my own personal knowledge that budge SIGNATURE OF CALRECYCLE BUDGET OFFICE	led funds are avail	able for the p	period and pur	pose of the exp	DATE	6-19	

# Salinas Valley Recycles.org

Report to the Board of Directors

Date: September 19, 2019

From: Cesar Zuñiga, Assistant General

Manager/Operations Manager

Title: A Resolution Awarding the Purchase of One

Used Case 521F Loader to United Rentals for

an Amount of \$91,587.50

## ITEM NO. 7

Finance and Administration Manager-Controller/Treasurer

General Manager/CAO

N/A

Legal Counsel

## **RECOMMENDATION**

Staff recommends adoption of the resolution for the purchase of one used Case 521F Loader for the Johnson Canyon Landfill De-Packaging Operations.

## STRATEGIC PLAN RELATIONSHIP

The purchase of the used Case 521F Loader supports Goal E: Reduce Costs and Improve Services at SVR Facilities. The used Case 521F loader will be used to process and load organics into the de-packager located at Johnson Canyon Landfill. The de-packager will assist our member agencies in diverting packaged organics from the landfill and comply with SB1383 Sort Lived Climate Pollutants regulation which takes effect on January 1, 2020.

## FISCAL IMPACT

Funding for this purchase was authorized at the August 15, 2019 Board meeting. The board approved allocating \$725,000 for the immediate needs for the organic's infrastructure, which includes \$100,000 for the purchase of a dedicated loader for the depackaging operation.

## **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.

At the June 20, 2019 meeting staff presented a list of equipment and staff needs required to divert 75% of organics from landfills at full facility build out. The Items listed below where 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.

- Covered Receiving Area for Packaged Ag Waste (litter control)
- Elevated Pick Station (wood recovery and organics feedstock clean-up)
- Medium Loader (dedicated to debagging operation)
- Compost Mixer (units to be demo first)

By consensus the Board directed staff to obtain cost information on the recommended immediate infrastructure and equipment needs.

At the August 15, 2019 meeting staff was directed to obtain bids for the infrastructure and equipment needed to further expand the Organics program and bring items back for board approval.

Below are the results of locally found used loaders with low hours:

Dealer	Loader Model	Cost	Equipment Hours
United Rentals - Salinas	2013 Case 521F	\$91,587.50	1,387
Pape Machinery	2014 John Deere 444K	\$114,166.25	2,160
Quinn Caterpillar	2018 Cat 914M	\$152,950.00	524
Quinn Caterpillar	2015 Cat 914K	\$136,406.25	729

Staff requests that the Board award the purchase contract of One (1) used Case 521F loader to United Rentals of Salinas at a cost of \$91,587.50.

## **BACKGROUND**

On August 15, 2019, staff presented the immediate infrastructure needs associated with SB 1383 and mandated organic diversion activities required by all member agencies. The presentation included cost estimates for the immediate equipment and infrastructure needs at the Johnson Canyon Landfill. As part of the immediate needs was a medium size loader that would be dedicated to the de-packaging operation located next to the composting operations. After some discussion, the Board of Directors authorized staff to search for loader to dedicate to the operation of the de-packaging equipment and within the specified budget of \$100,000.

## ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A United Rentals of Salinas Case 521F loader Proposal

## RESOLUTION NO. 2019 -

## A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AWARDING THE PURCHASE OF ONE USED CASE 521F LOADER TO UNITED RENTALS OF SALINAS FOR AN AMOUNT OF \$91,587.50

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 a used Case 521F loader for the Johnson Canyon Landfill De-packaging operations from United Rentals, 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 19<sup>th</sup> day of September 2019, by the following vote:

 Frika Truiillo.	. Clerk of the Board	
ATTEST:		Robert Cullen, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	





BRANCH 050 2860 MONTEREY RD SAN JOSE CA 95111-3153 408-972-1230 408-972-0298 FAX

x:DEL RE@OAKS

Exhibit A

**OUOTE** 

**EQUIPMENT SALE** 

# 173282783

Customer # : 1023101 Quote Date : 08/29/19

UR Job Loc : 31400 JOHNSON CYN RD

UR Job # : 6 Customer Job ID: 6 P.O. # : QUOTE Ordered By

Written By : KATHRYN LOPEZ Salesperson : ULISES RIVAS

SALINAS VALLEY SOLID WASTE PO BOX 2159

JOHNSON CANYON LAND FILL 31400 JOHNSON CANYON RD

SALINAS CA 93902-2159

GONZALES CA 93926-9400

This is not an invoice Please do not pay from this document

Qty Equipment # Price Amount

10172004 CC: 904-2020 85000.00 LOADER WHEEL 2.0-2.4 CUBIC YARD

Model: 521F

Office: 831-775-3000 Cell: 408-706-4568

Serial #: NDF219725

Make: CASE Model Year: 13

HR OUT: 1387.037

WHEN OPERATED IN CALIFORNIA, ANY OFF-ROAD DIESEL VEHICLE MAY BE SUBJECT TO THE CALIFORNIA AIR RESOURCES BOARD IN-USE OFF-ROAD DIESEL VEHICLE REGULATION. IT THEREFORE COULD BE SUBJECT TO RETROFIT OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE EMISSIONS OF AIR POLLUTANTS. FOR MORE INFORMATION, PLEASE VISIT THE CALIFORNIA AIR RESOURCES BOARD WEBSITE AT HTTP://WWW.ARB.CA.GOV/MSPROG/ORDIESEL/ORDIESEL.HTM

Sub-total: 85000.00 6587.50 Tax:

91587.50 Total:

85000.00

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

1



## A PRESENTATION WILL BE GIVEN AT THE MEETING



1

## WM SmartTruck | External Camera Technology



Using technology to reduce contamination & improve service

Waste Management Northern California Nevada is piloting proprietary technology designed to improve customer service.

WM SmartTruck validates service in real time, leveraging GPS mapping and dedicated cameras to photograph or video every bin or cart serviced.

Currently in use in Monterey County and King City for commercial bin service.



WASTE MANAGEMENT

Page 2

## WM SmartTruck | External Camera Technology



Using technology to reduce contamination & improve service

### Renefits

- Educates customers about contamination and overages with photographs and videos
- Identifies service opportunities such as container repairs and graffiti abatement
- Allows drivers to focus on collection and customer service
- Motivates behavior change to create cleaner, greener community



Page 3

THINK GREEN:

3



## Smart Truck External Camera Demonstration







<< BACK TO SLIDE

THINK GREEN:

5

## WM SmartTruck | Community Benefits Data to improve service, safety and sustainability











Identify containers for repair/graffiti abatement



Capture service hazards like low hanging wires, branches and hazardous materials



Identify diversion opportunities



Recognize driver coaching opportunities



Create more efficient routing to reduce carbon emissions and wear and tear on public roadways



Prevent storm water pollution related to litter run-off



Monitor containers and enclosures for right sizing



Permit driver to focus only on providing safe service by automating service validation



Track contamination and educate customer



## WM SmartTruck | Community Benefits



Protects drivers, customers and environment alike



THINK GREEN:

7

## WM SmartTruck | Customer Behavior Change Notification & Education Leads to Change



Contamination Incidents Decreased in first 3 months of 2019

- 89% reduction in King City
- 55% reduction in Monterey County



Contaminated Recycling in Monterey County 3/26/19



Overage in Monterey County 3/26/19

Overage Incidents Decreased comparing Jan to July 2019

- 57% reduction in King City
- 52% reduction in Monterey County





9

## WM SmartTruck | Frequently Asked Questions



## How is customer's privacy protected?

The purpose of the photographs or videos is to educate and inform WM about what is going on at the customer level so that we can improve collection service, diversion and recycling.

Images are shared with the service address customer on record.

They may also be shared with the local jurisdiction to illustrate service issues or success stories in the community.

WM will not share the images or customer information with third parties for marketing or data mining.



## WM SmartTruck | Frequently Asked Questions



## What quality control is in place to ensure accuracy?

Our service consultants are trained to carefully identify service issues.

We have standard protocols for assessing every situation.

A specialized auditor reviews the image for the existence of a particular issue such as a damaged container, excess material, contamination or skipped service.

A report is generated and sent to the local operations staff for corrective action or customer communication.



THINK GREEN:

11

## WM SmartTruck | Frequently Asked Questions Is this the first time cameras have been used on WM trucks?



Waste Management has used cameras on trucks for almost 10 years.

The mounted cameras have improved safety by assisting our drivers with rear and side-view perspectives, and documented driving incidents.

Our drivers have also used handheld cameras to document overages and contamination.

Now WM SmartTruck will automatically document overages, contamination and more, allowing our drivers to focus on their primary job.



## WM SmartTruck | In-Cab Camera Technology



## Coaching tool for safety

- In-cab camera focused on driver behavior
- Triggered by sudden movement or hard breaking
- Used to coach drivers on safe practices
- 93% of drivers do not repeat behavior following coaching session

Coaching Example

Trigger event (hard breaking, sudden swerve) triggers camera to record seconds before and after event. Manager and driver meet to review event, discuss behavior and identify safe practices.

As of September 2018, our region achieved 50% reduction in driver accidents as result of pro-active coaching and in-cab technology.



THINK GREEN:



13

## WM SmartTruck | Next Steps

## Introducing More Applications



- Monitoring bins for replacement and repairs
- Refining customer communications via US mail, text, email and phone
- Introducing overage and contamination notification to residents
  - Cart Signage, Newsletter, Brochure, Mailers & Print Ads
  - Anticipated launch 2020





## WM SmartTruck |



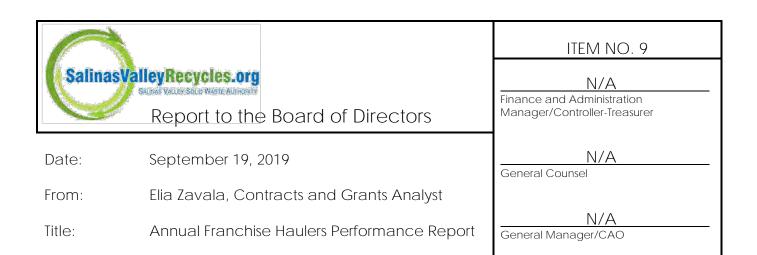
## QUESTIONS?

Kristin Skromme <u>kstromme@wm.com</u> 831-796-2220

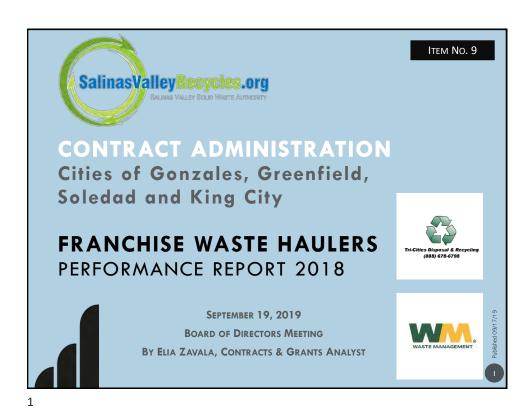


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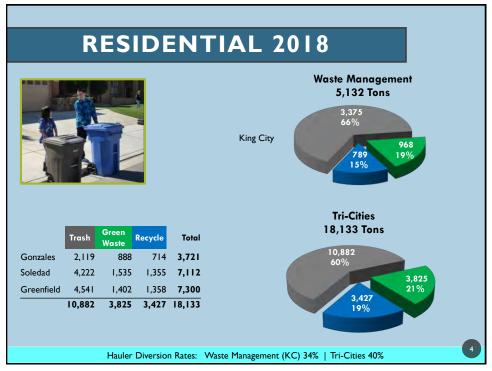


## A PRESENTATION WILL BE GIVEN AT THE MEETING

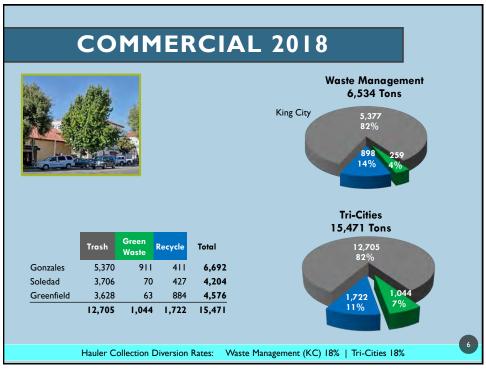


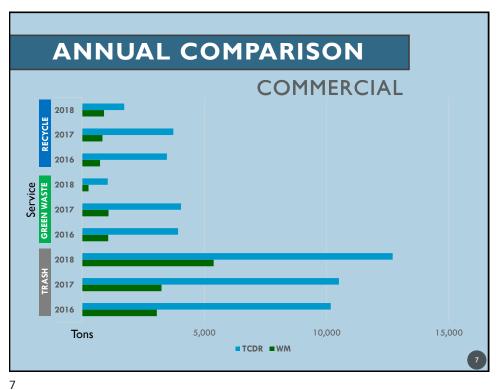




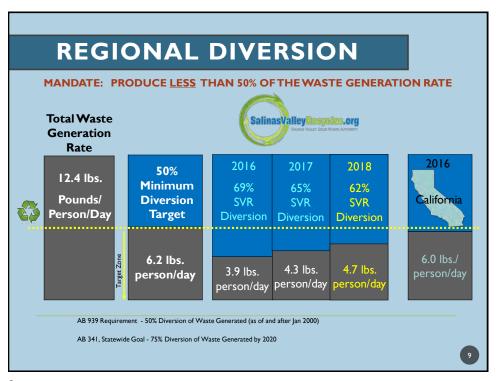








DIVERSION SUMMARY					
	TCDR WM				
Year	2017	2018	2017	2018	
RESIDENTIAL	43%	40%	37%	34%	
COMMERCIAL	18%	18%	17%	18%	
TOTAL OVERALL	31%	30%	26%	25%	
Diversion Rates only reflect the haulers collected material and does not represent the City's overall diversion.					





#### **HIGHLIGHTS**

- AB 341 Mandatory Commercial Recycling
- AB 1826 Mandatory Commercial Organics Recycling
- SB 1383 Mandatory Organics Recycling
- Changes in Recycling Markets
- Lower Diversion Rates
- Increase in Trash Collection





# Tri-Cities Disposal & Recycling (888) 678-6798

#### **TRI-CTIES DISPOSAL & RECYCLING**

- AB341 Business Compliance 94%
- AB341 Multi-Family Complex Compliance 98%
- AB1826 Business Compliance 7%
- AB1826 Multi-Family Complex Compliance 62%



#### **WASTE MANAGEMENT**

- AB341 Business Compliance 74%
- AB341 Multi-Family Complex Compliance 47%
- AB1826 Business Compliance 1%
- AB1826 Multi-Family Complex Compliance 7%

(ii

11

#### CONCLUSION

- ✓ Haulers Meeting Obligations
- ✓ Monitoring Recycling Markets
- ✓ Recycle Right Education
- ✓ Organics Collection Planning
- ✓ Commercial Sector Focus
  - AB341/1826
- ✓ Continue Outreach Efforts



Report to the Board of Directors

Date: September 19, 2019

From: C. Ray Hendricks, Finance and Administration

Manager

Title: SVSWA Long Range Financial Model

ITEM NO. 10

Finance and Administration Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

#### RECOMMENDATION

The model is being presented to the Board by our financial consultant team for informational purposes. If there is Board consensus, additional scenarios can be modeled.

#### FISCAL IMPACT

The model is built so that after imputing required data, the estimated customer rate impacts of potential Board decisions are known. With the current notice of withdrawal issued by the City of Salinas, the status quo and Salinas Withdrawal impacts will be discussed for the remaining members.

#### **DISCUSSION & ANALYSIS**

At the July 30, 2015 retreat, SVSWA Board of Directors directed staff to work with a consultant to prepare a Financial Model as well as an Economic Impact Study that together with an Environmental Impact Report would provide the Board with the information necessary to make decisions on the long-term path of the Authority. The studies were to include all the approved project options under environmental review at the time. With the projects constantly changing, completing the model took longer than originally anticipated. Environmental and economic studies weres subsequently put on hold when Salinas provided a notice of intent to withdraw from the agency. Therefore, the model was completed to study the current operations (status quo), and the impacts to the remaining members of the Salinas withdrawal. Additionally, the model contains additional scenarios that can be populated once potential projects are known.

#### **BACKGROUND**

In 2005, the Board of Directors set the goal to divert 75% of landfill waste from the waste stream by 2015. The State of California has since adopted a similar diversion goal of 75% diversion from landfills by 2020 as enacted by AB 341 in 2011.

At the July 30, 2015 retreat, SVR Board of Directors directed staff to prepare a Request for Proposals (RFP) for long range Financial Modeling of all the approved project options under environmental review at the time. A contract was awarded to CH2MHill on April 28, 2016.

ATTACHMENT(S)

None

ITEM No. 10



### Financial Model

Board of Directors Meeting September 19, 2019 0.477.40

1

#### **SVSWA Financial Model**

- Mandates: Do we <u>meet them</u> or <u>exceed them</u>?
- Basis for Decisions/Actions:
  - 1. Costs (ratepayers and Agency)
  - 2. **Benefits** (Diversion, environmental, social, economic)
  - 3. Impacts (environmental, social, economic)
- Purpose: To provide the Board with a tool to evaluate
  - 1. ratepayer and agency costs associated with future program decisions

#### **SVSWA Financial Model**

- Estimates impact on customer rates of different solid waste system scenarios
- 30-year model
- Variable inputs: tonnage growth, inflation, interest rates, off-route collection costs

System Costs (Revenue Requirement)

#### Required Revenues from Rates

- Tip fees
- Transportation surcharge
- Greenwaste fee
- AB 939 fee
- Off-route collection costs

**New Rates** 

by Hauler for all container sizes

3

#### Costs of New Scenario **New Capital Costs** Added Off-Route Current **Collection Cost** FY Budget Percent **New Scenario** New change Required Revenue Scenario Outside System 800+ for each from Rates Budget Costs Expense expense e.g., MRWMD tip fees Items Off-setting Revenue e.g., AB939, greenwaste

#### Comparison of Two Scenarios

- 1. Status Quo: Salinas remains part of the system. Salinas waste transferred from Salinas Transfer Stations.
- 2. No Salinas: Salinas makes other arrangements for disposal. Close Sun Street Transfer Station. North County waste direct hauled to Johnson Canyon Landfill.

5

## FY 20/21 Rate Comparisons Monthly Rate for Weekly Service – Disposal Portion Only

#### **Tri-Cities**

	Status Quo No Salinas		% Change	
32 gallon	\$9.46	\$11.12	18%	
1 cubic yard	\$62.35	\$76.92	23%	
3 cubic yard	\$187.10	\$230.81	23%	

# FY 20/21 Rate Comparisons Monthly Rate for Weekly Service – Disposal Portion Only

#### **King City**

	Status Quo	No Salinas	% Change
32 gallon	\$14.77	\$17.65	19%
1 cubic yard	\$62.07	\$74.20	20%
3 cubic yard	\$140.36	\$167.79	20%

7

FY 20/21 Rate Comparisons
Monthly Rate for Weekly Service – Disposal Portion Only

#### **Unincorporated County**

	Status Quo	No Salinas	% Change
32 gallon	\$12.25	\$14.50	18%
1 cubic yard	\$69.68	\$82.50	18%
3 cubic yard	\$160.95	\$189.69	18%



Report to the Board of Directors

Date: September 19, 2019

From: Robert Cullen, President

Title: SVR Advisory Committee Appointments

ITEM NO. 11

Finance and Administration Manager/Controller/Treasurer

R. Cullen by E.T.

**Executive Committee** 

General Manager/CAO

#### **RECOMMENDATION**

The Executive Committee recommends the Board of Directors consider two late nominees for the south valley Chamber of Commerce seat and appoint the slate of Advisory Committee members.

#### STRATEGIC PLAN RELATIONSHIP

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

#### FISCAL IMPACT

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

#### **DISCUSSION & ANALYSIS**

At its May 16, 2019 Board meeting and at the recommendation of the Executive Committee, the Board of Directors approved moving forward with reconstruction of its Advisory Committee (replacing the Citizen's Advisory Committee) and directed staff to begin outreach to the identified organizations and jurisdictions, seeking interest, appointments and nominations for up to 10 seats. The Executive Committee was authorized to review and select the final appointees from applications received from the ten identified stakeholders

The Executive Committee received two nominees for the City of Salinas, citizen representative, and selected Cesar Lara for that seat. Only one nominee was received for the South Valley Chamber of Commerce representative, and was later withdrawn for personal reasons, leaving that seat vacant for now. Outreach to these organization will continue and when a new nominee is presented, the Executive Committee will consider additional recommendations to the Board of Directors for this vacancy.

The following is the Executive Committee's recommended appointments to the Advisory Committee:

Member	Representing
Rob Cullen	SVSWA President or Director appointee
Nikki Rodoni	Grower-Shipper Association
Jocelyn Bridson-Rio Farms	Farm Bureau
Keven McIntosh	Central Coast Builders Association
Grant Leonard	North County Chamber of Commerce
[VACANT]	South County Chamber Of Commerce
John Bailey	Salinas Valley Chamber of Commerce
Cesar Lara	Citizen from City of Salinas
Marty Horton Ramirez	Citizen from South County Cities
Paula Getzelman	Citizen from Unincorporated County
Brett Saunders	Cannabis Industry (Golden State Sciences)

#### **PROCESS**

#### Nominee vs. Appointee Process

Appointees were selected and designated by a singular organization, such as the Farm Bureau. Nominees that come from stakeholder "groups" could have multiple recommendations, such as South Valley Cities. The Executive Committee considered applications when multiple nominees were presented for a single seat and then recommended a single Appointee to the Board for that seat.

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

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

<u>Schedule</u> :	June-July 2019 Aug-Sep 2019	Solicitation of interested applicants Deadline for Appointments, Executive Committee
	Aug-3ep 2017	Selection Process
	Sep 2019	Board appointment of advisory group members and
		establishment of meeting schedules
	Oct-Nov 2019	First Meetings: Education and training modules: a)
		Strategic Planning, b) Regulations, c) Finance,
		Economics, Budgeting and Rate Setting, d)
		Operations, Collections and Recycling Systems, e)
		Facility Tours, and f) Technology Review
	June 2020 & Annually	Board evaluation of advisory group activities and
		priorities. Joint presentations of prior year findings

and recommendations from advisory group and staff on current issues and topics of Board importance

#### BACKGROUND

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

The previous Citizens Advisory Group (CAG) had seen a decline in members due to individual time and availability conflicts. Some Board members have had difficulty finding committed members of the public to appoint to the CAG. With the elections last year, the Board has seen a significant turn-over with 5 new members appointed in 2019. Few original appointees remain for the 4 continuing Board members, requiring a new appointment process going forward. As a result, the Board took this transitional opportunity to reconsider an expanded Advisory Committee make-up to include not only citizens, but industry and stakeholder group representation on a new Advisory Committee.

ATTACHMENT(S)

None



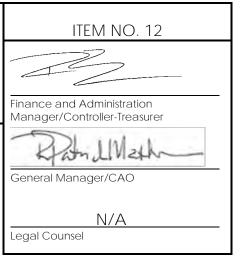
Date: September 19, 2019

From: R. Patrick Mathews, General Manager/CAO

Title: Draft Waste Exchange Agreement Between

the Salinas Valley Solid Waste Authority and the Monterey Regional Waste Management

District (MRWMD)



#### RECOMMENDATION

Staff recommends that the Board accept this report and provide comment and direction.

#### FISCAL IMPACT

There is no fiscal impact for this item at this time. Future program decisions will likely result in some rate increases to-be-determined as individual waste stream agreements are negotiated and considered for approval.

#### STRATEGIC PLAN

This item is follow-up to the Collaborative MOU with MRWMD to consider ways to share countywide waste and recycling related infrastructure and control ratepayer cost impacts. Future actions related to this item may assist the Authority in achieving its 75% waste diversion goal.

#### **DISCUSSION & ANALYSIS**

This agreement will serve as a "Master Agreement" for any future waste processing services that either agency may request of the other. As specific waste streams and/or processing capabilities are identified that would be cost effective and beneficial to the other agency, side letter agreements under this master agreement would be negotiated with terms, pricing, and conditions of acceptance.

The first draft agreement has been forwarded to the MRWMD for their review and comment. The date for finalizing a final agreement by both boards will be determined after both agencies complete their reviews and discussion. This item is for information only and to receive initial Board input on the proposed structure.

Initial collaborative discussions between the agencies have included Authority acceptance and processing of District greenwaste stream, District acceptance and processing of Authority mixed construction, demolition and select industrial wastes, and continued joint efforts on public education and outreach.

The District is starting an Organic Waste Processing and Planning Technical Assessment this year that could lead to addition infrastructure investments or private partnerships to advance their recovery of organics. Attached you will find a press release and news

article related to this endeavor. Their efforts could lead to development of additional processing capacity of interest to the Authority in the future. They are also studying additional upgrades and changes to their Materials Recovery Facility Infrastructure.

#### **BACKGROUND**

The Collaborative MOU between the two agencies was respectively executed in November 2018. This draft agreement is the next step anticipated as an outcome from the original MOU.

#### ATTACHMENT(S)

- 1. Draft Waste Exchange Agreement between SVSWA and MRWMD
- 2. MRWMD Press Release, September 11, 2019
- 3. Monterey County Weekly Article on MRWMD Organics Planning

#### Attachment No. 1

# WASTE EXCHANGE AGREEMENT BY AND BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

THIS WASTE EXCHANGE AGREEMENT (hereinafter "Agreement") is made and entered into on, \_\_\_\_\_\_, 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 the Monterey Regional Waste Management District, a public entity duly organized pursuant to the provisions of California Health and Safety Code sections 4170 *et seq.* (hereinafter, "District"), (collectively, the "Parties"), as follows:

#### **RECITALS**

WHEREAS, the District owns, manages, and operates a Class III sanitary landfill, known as the Monterey Peninsula Landfill ("MPL") which includes among other operations, a Materials Recovery Facility, Compost Facility, Household Hazardous Waste Facility and a used goods resale center for the disposal and processing of municipal solid waste and other acceptable waste streams.

WHEREAS, the Authority owns, manages, and operates a Class III sanitary landfill, known as the Johnson Canyon Landfill ("JCL") near Gonzales, and two public recycling centers/transfer Stations, known as the Sun Street Recycling and Transfer Facility in Salinas ("SSTS") and the Jolon Road Recycling and Transfer Facility ("JRTS") near King City which includes among other operations, Public Resource Recovery Centers (all sites), Compost Facility (JCL), Organic Waste Recovery Facility under construction (JCL), Household Hazardous Waste Facility (SSTS), and Anti-freeze/Batteries/Oil/Paint collections centers (JCL/JRTS).

WHEREAS, the District and the Authority desire to enter into a mutually advantageous agreement to delivery and /or exchange waste materials.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, District and the Authority agree to the following Terms and Conditions:

#### TERMS AND CONDITIONS

#### 1. **DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth below.

1.1 "Organic waste" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

- 1.2 "Construction Waste" includes building materials such as lumber, insulation, nails, electrical wiring, shingle, and roofing as well as waste from site preparation such as dredging materials, tree stumps, and rubble.
- 1.3 "Unacceptable Waste" means Hazardous Waste; Hazardous Substances; Hazardous Materials; untreated medical waste; Household Hazardous Waste that has been separated from Acceptable Waste; explosives; bombs; ordnance, such as guns and ammunition; highly flammable substances; noxious materials; drums and closed containers; liquid waste, including liquid concrete; oil; human wastes and sewage sludge; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts; motor vehicles or major components thereof; agricultural equipment; trailers; marine vessels and steel cable; hot loads, including hot asphalt, and hot liquid sulfur; loads of whole tires.

#### 2. TERM OF AGREEMENT

2.1 <u>Term of Agreement</u>. The term of this Agreement shall be set by individual Side Letters of Agreement between the Parties or an Amendment to this agreement. This Agreement shall not be effective until such term is set forth in the Side Letter Agreement and/or Amendment. ("Commencement Date").

The Term of this agreement shall only be extended with the prior written consent of both parties.

#### 3. PROVISION OF DISPOSAL SERVICES

- 3.1 No Guaranteed Commitment to Deliver Acceptable Waste. Neither the Authority or District shall be required to deliver to the other Party any set amount of waste collected or generated. The Parties shall deliver or exchange waste based upon each party's own determination that the delivery or exchange of waste will provide benefit and be cost effective. Any party delivering waste to the other party shall endeavor, but not be required, to provide a reciprocal return waste stream to the other party for processing to maximize trucking costs and benefits. Nothing in this Agreement prohibits the Authority or District from disposing of any of its waste at another disposal site or sites.
- 3.2 <u>Subcontractors.</u> The Non-District Waste to be delivered to the District and/or the Authority may be delivered by use of third-party haulers or subcontractors for transportation purposes.
- 3.3 <u>Fee for Disposal Services.</u> The Parties shall charge the published fee for any delivery or exchange of waste between them. The Parties have agreed that there will be no discounts or special deals for the exchange of agreed upon waste.
- 3.4 <u>Payment for Disposal Services</u>. The Parties shall pay for Disposal Services and all other fees or charges under this Agreement within thirty (30) calendar days after the billing by either the District or the Authority, unless otherwise agreed upon in writing by the Parties. Credit may be suspended for delinquent accounts.

#### 4. DELIVERY AND ACCEPTANCE OF NON-DISTRICT WASTE

4.1 <u>Delivery and Acceptance of Waste</u>. The Parties agree that all Non-District Acceptable Waste shall be delivered between the hours of 7:00 A.M. to 4:00 P.M. on Monday through Friday and 8:00 A.M. to 4:00 P.M. on Saturdays, unless dates and times are mutually modified by Side Letter Agreement . The deliveries shall take place during normal business hours.

The Parties shall bear their own costs of collection, processing, transfer, transportation, taxes, permits, or impositions assessed or imposed, directly or indirectly, by any governmental entity related to the collection of Non-District Acceptable Waste. Both parties assume all disposal costs, and current/future liabilities incurred after its acceptance of the others Non-District Acceptable Waste.

- 4.2 <u>Unacceptable Waste</u>. All Parties shall act with reasonable due diligence to prevent the delivery of any waste that is defined as Unacceptable Waste under this Agreement.
- 4.3 <u>Weights for Payment</u>. Payment shall be based upon weight provided by the regular vehicle weighing scale system, or any other methodology acceptable to the District and the Authority.

#### 5. REGULATORY COMPLIANCE

- 5.1 <u>Applicable Law</u>. Both Parties shall comply with Applicable Law at all times, throughout the term of this Agreement; and shall obtain and maintain any permits, licenses, or approvals which are required for the performance of the party's respective obligations under this Agreement.
- 5.2 <u>Compatibility with The Act.</u> The actions of the Parties in entering into this Agreement shall be compatible with the goals, policies, and agreements of the Source Reduction and Recycling Element(s) (SRREs) of the jurisdiction(s) generating the waste which is accepted at the MPL.
- 5.3 <u>Disposal Reporting</u>. The Parties shall supply all information necessary to comply with the Disposal Reporting Systems and any other information required to comply with the Act, or any other local, state and/or federal law.

#### 6. GENERAL CONDITIONS

6.1 <u>Force Majeure</u>. Neither party hereunder shall be in default under this Agreement in the event that the respective Delivery and/or Disposal Obligations of the parties hereunder are temporarily interrupted for any of the following reasons: riots, wars, civil disturbances, insurrections, epidemics, hurricanes, earthquakes, floods, weather, government orders and regulations, or other similar catastrophic events which are beyond the reasonable control of the parties. It is specifically understood that "other catastrophic events" include strikes, lockouts, embargos and other labor disturbances. The financial inability of either party to perform shall not be excusable as a "Force Majeure."

- 6.2 Indemnification and Hold Harmless. The Parties agree to hold each other harmless, their Board of Directors, officers, employees and agents, should to the extent permitted by law, from any loss, injury, damage, claim, lawsuit, cost, expense, attorney's fees, litigation cost, defense cost, court cost or any other cost arising out of or in any way related to the performance of this Agreement.
- 6.3 Insurance. The Parties shall, at its sole cost and expense, maintain in effect at all times during the Term of this Agreement not less than the insurance coverage and limits as described hereunder. Entire limits of liability maintained must be certified but in no event shall limits be less than specified herein below:

Coverage

Workers' Compensation

Employer's Liability

Comprehensive General Liability

General Aggregate

Comprehensive Auto Liability (Including owned, non-owned and

hired vehicles)

Minimum Limit

Statutory

\$2,500,000 per accident or disease

\$5,000,000 Combined

\$10,000,000

Single limit each occurrence

\$5,000,000 Combined

Single limit each occurrence

The parties shall provide workers' compensation coverage as required by State Law. Workers' Compensation Insurance Policy shall include a waiver of all rights of subrogation against the District.

- 6.4 Non-Assignment of Agreement. The Parties may not assign this Agreement or any of the rights or obligations under this Agreement without the prior written consent, which consent may not be unreasonably withheld. Any person or entity to whom this Agreement is assigned with such consent shall expressly agree to be bound by all provisions of this Agreement.
- 6.5 Notices. Any notice required or permitted by this Agreement shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective parties set forth in this Agreement. Any changes to the respective addresses to which notices may be directed, may be made from time to time by any party by notice to the other party. The present addresses of the parties are:

Monterey Regional Waste Management District Attn: General Manager Location for Direct Deliveries and Certified Mail: 14201 Del Monte Blvd. P.O. Box 1670 Marina, CA 93933-1670

Salinas Valley Solid Waste Authority
Attn: General Manager/Chief Administrative Officer
128 Sun Street, Suite 101
Salinas, CA 93901

6.6 <u>Indemnification for Taxes and Contributions</u>. Each party shall exonerate, indemnify, defend, and hold harmless the other (which for the purpose of this paragraph shall include, without limitation, its officers, agents, employees, and volunteers) from and against:

Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect each party's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

- 6.7 <u>Non-Discrimination</u>. During and in relation to the performance of this Agreement, both parties agree as follows: Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- 6.8 Independent Contractor Status. The District and the Authority have reviewed and considered the principal test and secondary factors for determining independent contractor status and agree that this is an independent contractor arrangement and that neither party is an employee of the other. No employee or agent of the Authority shall be, or shall be deemed to be, an employee or agent of the District. The Authority shall have exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. The Authority shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither The Authority, nor its officers, employees, subcontractors or agents shall obtain any rights to retirement benefits, workers' compensation benefits or any other benefit which accrue to District employees by virtue of their employment with the District. Each party is responsible for its own insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Each party shall have the right to control the manner and means of accomplishing the result contracted for herein.
- 6.9 <u>Amendment or Modification</u>. This Agreement may be amended, altered or modified only by a writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the parties hereto.
- 6.10 <u>Further Actions</u>. Each of the parties agrees to execute and deliver to the other such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Agreement.

- 6.11 <u>Interpretation</u>. This Agreement has been negotiated by and between the general managers and engineers or principals of both parties, all persons knowledgeable in the subject matter of this Agreement, which was then reviewed and drafted by attorneys representing both parties, in joint consultation with both general managers and engineers or principals. Accordingly, any rule of law (including Civil Code § 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.
- 6.12 <u>Captions</u>. Titles or captions of sections and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of it.
- 6.13 <u>Severability</u>. If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement, unless this Agreement without the severed provision would frustrate a material purpose of either party in entering into this Agreement.
- 6.14 <u>Attorneys' Fees and Costs</u>. In the event it should become necessary for either party to enforce any of the terms and conditions of this Agreement pursuant to Section 7.3, the Referee shall determine the award of reasonable costs and reasonable attorneys' fees as provided for in said Section.
- 6.15 <u>Relationship of Parties</u>. Nothing in this Agreement shall create a joint venture, partnership or principal-agent relationship between the parties.
- 6.16 <u>Waiver</u>. No waiver of any right or obligation of either party hereto shall be effective unless made in writing, specifying such waiver, executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Agreement or any other right at any time shall not be a bar to exercise of the same right on any subsequent or any other right at any time.
- 6.17 <u>Governing Law.</u> This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.
- 6.18 <u>Jurisdiction</u>. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Monterey County in the State of California, which shall have exclusive jurisdiction over such lawsuits.
- 6.19 <u>Counterparts</u>. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.

- 6.20 <u>Entire Agreement</u>. This Agreement constitutes the entire and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to such subject matter.
- 6.21 <u>Recitals</u>. The Recitals are agreed to be true and correct and are incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates opposite their respective signatures:

#### MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By:	Date:
Carrie Theis Chair of the Board of Directors	
Chair of the Board of Directors	
Bv:	Date:
By: Timothy S. Flanagan	
General Manager/Board Secretary	
SALINAS VALLEY SOLID WASTE A	UTHORITY
By: Robert Cullen, President	Date:
Robert Cullen, President	
By: Patrick Mathews, General Manager/CAO	Date:
ge	
APPROVED AS TO FORM	
By:  Robert Wellington, Legal Counsel	Date:
Monterey Regional Waste Management	
Dist.	
D	Data
By: Roy C. Santos, General Counsel	Date:
Salinas Valley Solid Waste Authority	

#### Attachment No. 2

#### PRESS RELEASE

Zero Waste Energy, LLC and Monterey Regional Waste Management District Announce the Completion of the SmartFerm® Anaerobic Digestion Facility Pilot Test Program

From inception in 2013, the SmartFerm® Anaerobic Digestion (AD) pilot project was a model public/private partnership between Zero Waste Energy, LLC and the Monterey Regional Waste Management District (a California Special District) that resulted in the operation of the first "dry fermentation" anaerobic digester in the State of California and only the second such facility in the United States at that time (<a href="https://zerowasteenergy.com/our-solutions/dry-anaerobic-digestion-ad/">https://zerowasteenergy.com/our-solutions/dry-anaerobic-digestion-ad/</a>). With the arrival of ZWE AD facility, the MRWMD transitioned from a windrow composting test program to the AD Facility test program. The past six years has seen the growth of the MRWMD's pilot commercial food waste collection program, originally started in 2008, and the ZWE AD Facility accommodating about a 50% growth in processing quantities; from about 4,000 tons per year to about 7,000 tons per year.

"This project was a great example of public/private collaboration" stated Tim Flanagan, General Manager of the Monterey Regional Waste Management District, "In a sense it had perfect timing as the District had been composting food waste in compost windrows for several years prior to ZWE bringing this project concept to us. This dry fermentation process allowed us to really 'up our game' for our local businesses and institutions who had led the way in requesting food waste composting as an outlet for their food scraps".

The ZWE AD facility has served to introduce thousands of visitors from California, the US, and around the world to the concept of anaerobic digestion. ZWE and MRWMD collaborated on tours for a wide range of stakeholders including: regulatory officials, local culinary and hospitality staff, recycling coordinators, business groups, elected officials, student groups ranging from elementary to postgraduate college level, and a wide range of community groups. An average 1250 visitors per year toured the facility, and more than 7,000 people saw it in operation over the past six years. Unlike other dry digestion plants, the ZWE AD is compact, quickly constructed, and efficient. Utilizing SMARTFERM technology developed in Germany, the machinery is semi-mobile, space efficient, and is self-heating using natural biological processes and recirculation of liquid moving throughout the food waste material. The ZWE AD facility generates approximately 100 kW of electricity or 3,200 BTU/ton of biogas with a methane content on the order of 58-60 percent.

Eric Herbert, Chief Executive Officer for ZWE remarked, "This has been a highly successful project from a technological and operational point of view for ZWE. We were able to demonstrate here, in the United States, in a local community, with typical food waste and other organic feedstocks, the viability of our patented dry fermentation anaerobic digester". MRWMD branded the anaerobic digestion program in its greater service area as "Organics to Energy" (<a href="https://www.organicstoenergy.org">www.organicstoenergy.org</a>) and produced a logo, video (<a href="https://wimeo.com/220992032">https://wimeo.com/220992032</a>), and a variety of social media to promote the state-of-the-industry project. Promotion included a range of advertising with the goal of promoting the environmental benefits of the project as well as the wide range of participating businesses. Many participating businesses proudly display the Organics to Energy logo in their windows, menus and websites.

One of the unexpected outcomes of the project is the high level of pride and sense of ownership the local hospitality industry identified with the Organics to Energy project. As local businesses promote their efforts to green their operations, their participation in the food scrap compost program and Organics to Energy is often one of the first initiatives they highlight. During the 6-year term of the AD project, business participation in the food scrap compost program grew from two dozen participants to more than 200 today. The "Organics to Energy" project has supported numerous large-scale community events on the Monterey Peninsula since its inception in 2013. Food waste and organics from events as large and as varied as the AT&T Pro-Am, the Big Sur Marathon, and the Pebble Beach Concours d'Elegance, to local festivals such as the annual Jewish Food Festival and the West End Celebration.

With the successful completion of ZWE's SmartFerm® Anaerobic Digestion (AD) pilot project, the MRWMD has initiated an Aerated Static Pile (ASP) Composting pilot project for processing the commercial food waste. The MRWMD anticipates operating the ASP Composting pilot project over the next 3 to 5 years as it conducts the planning, design, and construction of regional scale organic waste processing facilities which are anticipated to be mandated thru regulatory measures such as the pending SB1383 legislation.

With the completion of the successful pilot project, the District will be developing plans for its next stage, "AD 2.0", a regional scale project, capable of handling between 50-80,000 tons or food waste and organic material to serve Monterey County. This large project will begin with preliminary planning and project scoping this winter and spring of 2020 and the potential development of a Request for Qualification (RFQ) and a subsequent Request for Proposals (RFP) by the fall of 2020. The timeline will be to develop a project ahead of the state of California mandated organics diversion from landfill requirements in SB 1383 by mid-2022.

ZWE CEO Eric Herbert commented on the next steps for the SmartFerm® Anaerobic Digestion Pilot Plant at the MRWMD, "this facility was designed to be modular, in anticipation of its eventual relocation. We will be identifying other locations where this facility size between 5000 and 7000 tons per year is applicable. We are confident that we have successfully demonstrated the viability of this process for organic waste processing and are excited for the next opportunity for the application of this technology."

Zero Waste Energy, LLC was founded in 2009 and incorporated in 2010 in San Jose, California, by an experienced group of innovative solid waste industry leaders. They recognized the value in the best use of waste feedstock and the systems needed to sort out high value commodities and to generate renewable energy. ZWE's principal goal has been to design, construct, and operate solid waste handling and advanced composting facilities that optimize waste diversion and the generation of renewable energy in an efficient and environmentally sound manner. Zero Waste Energy has developed a very deep base of industry and technology experts who work on ZWE projects based upon the specific needs of its customers, making us the ideal project partner with experience, resources and technologies to execute. Our exclusive and/or project-based relationships include "Best-in-Class" Facility Design and Engineering, Waste Sorting and Separation Systems, Anaerobic Digestions and in-Vessel Composting, Renewable CNG, Plastics to Renewable Oil, Compost Marketing and Sales, and Residual Waste Gasification. The relationships with these technology teams have been developed over many years and projects.

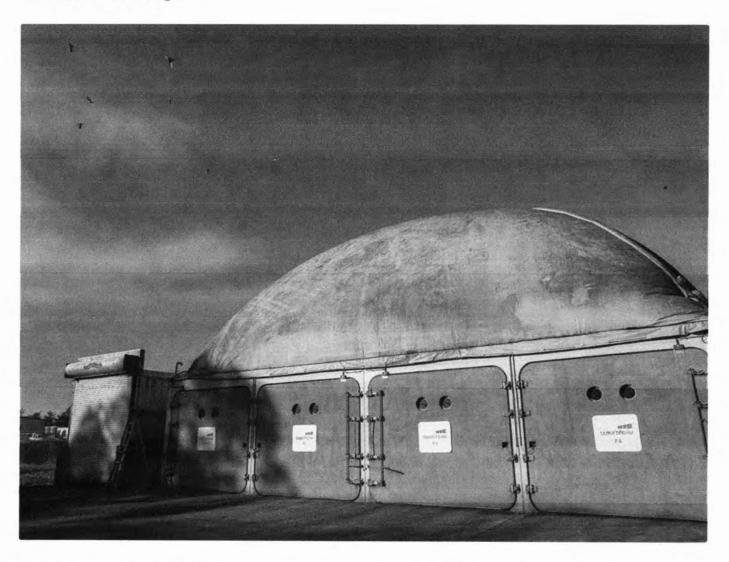
The Monterey Regional Waste Management District provides comprehensive, state-of-the-art waste management services to Monterey County and adjacent counties. The facility is located northwest of Salinas in the Monterey Regional Environmental Park next to the Monterey One Water regional water treatment facility. In addition to a MSW landfill with regional capacity, the MRWMD site features several important waste-reduction and waste-diversion facilities that implement the District's stated mission of "Turning Waste into Resources." These include an indoor materials recovery facility to divert recyclable and reusable materials from the waste stream; systems that use landfill gas to generate electricity, an innovative anaerobic digestion food scrap pilot project, and both green waste windrow and ASP composting. The District also provides household hazardous waste collection, reusable materials resale, concrete/asphalt recycling, and public outreach programs in support of its mission.



https://www.montereycountyweekly.com/news/local\_news/anticipating-a-ten-fold-increase-in-food-waste-to-process/article\_01937dbe-d4ec-11e9-b291-97689b2e0dfd.html

Anticipating a ten-fold increase in food waste to process, Waste Management District transitions.

Sara Rubin 13 hrs ago



More than one-third of the food supply in the United States ends up in the trash, according to estimates by the U.S. Department of Agriculture. In California, food waste accounts for about 18 percent of what ends up in the landfill, where it then releases methane as it breaks down.

Looking for ways to make a dent in that volume, in 2013 the Monterey Regional Waste Management District signed on to a pilot program for an anaerobic digester, which accepts a blend of 70-percent food scraps and 30-percent yard clippings, and over the course of 21 days, breaks that down to create methane gas. The gas is used for electricity, which MRWMD would sell to neighboring Monterey One Water. (It's in contrast to a landfill setting, where gases are not captured for reuse.)

"From a technological and operations standpoint, it worked great," MRWMD General Manager Tim Flanagan says of the anaerobic digester.

But on Sept. 6, that facility went out of commission.

It's partly because PG&E put an end to the deal through which the waste district sold power to the neighboring water district three years in, which ended up costing the district about \$100,000 a year. Secondly, there's California Senate Bill 1383, which calls for a 75-percent reduction in organic waste disposal by 2025.

Looking at upping the volume of food scraps MRWMD handles – about 6,000 tons a year – to more like 60,000 tons, Flanagan decided to scrap the old facility. The district will go back to old-fashioned composting in windrows (think industrial-sized backyard compost piles) while looking for bidders to build a larger anaerobic facility, likely at a cost of \$30 million to \$50 million. One perk of the windrow system is it's aerobic, meaning air circulates through the food waste so there's less odor; the anaerobic digester has been a suspected source of a mysterious stink in Marina.

To comply with SB 1383, the district will expand the food it processes from restaurant waste today to residential. "We're going to have to literally dig through the garbage," Flanagan says.

#### Sara Rubin

Sara Rubin loves long public meetings, red pens and reading (on newsprint). She has been editor of the Monterey County Weekly since 2016, and has been on staff since 2010.



Report to the Board of Directors

Date: September 19, 2019

From: Patrick Mathews, General Manager/CAO

Title: Update on the City of Salinas' One Year

Notice of Intent to Withdrawal from the Joint Powers Agreement with the Salinas Valley Solid

Waste Authority

# N/A Finance and Administration Manager/Controller/Treasurer General Manager/CAO N/A General Counsel

#### RECOMMENDATION

Staff recommends Board accept this report and provide additional direction, if needed.

#### 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 of this issue remains critical to continuing our agency's cost effective and fiscally sustainable services for all member agencies, and to prepare for the upcoming SB 1383 mandates.

#### **DISCUSSION & ANALYSIS**

On December 6, 2018, the City of Salinas (City) issued a formal Notice of Intent to Withdraw from the Salinas Valley Solid Waste Authority (Authority), initiating a minimum 1-year timeline for City termination of its membership in the Authority and other legal requirements.

Based on the requirements for withdrawal from the Authority Joint Powers Agreement (JPA), the City has acknowledged that it will adhere to its financial assurance requirements, if it chooses to finalize withdrawal from the JPA on or after the 1-year notice period (December 7, 2019). These ongoing post-withdrawal financial obligations include, but are not necessarily limited to, continued funding of the City's share (approx. 60%) of all outstanding Authority bond issuances until paid in full, and continued funding if its share of operations and maintenance of closed landfills under the Authority's care.

Authority staff estimates the baseline City payment obligations to be in the range of \$2.5-\$3.0 million per year through the bond pay-off in 2032, then \$600,000-\$1.0 million per year going forward for closed landfill care.

On March 5, 2019, the City entered into a revised contract with R3 Consulting to prepare a study on the feasibility, ratepayer benefits and possible solid waste system options related to withdrawing from the Authority vs. remaining a member. At the time of this writing, this report has not been made public or provided to the Authority for consideration and comment. Staff and the Board have been told by City officials that they anticipate this

report to be ready sometime in October of this year. Attached you will find recent correspondence with the City Manager related to Authority facility planning and the status of the City's R3 study.

On May 29, 2019, select Authority Board members from both the City and the Authority, and City and Authority staff met to discuss a compromise offer provided by the Authority Board of Directors. This offer was provided in order to both save the City ratepayer costs related to the new study and to seek a timely rescission of the City's Notice to Withdraw. To-date the City administration has remained committed to completing the study prior to deciding to stay or withdraw from the Authority. The Compromise Offer was time sensitive to meet both party's needs. The Board will likely need to reconsider a revised offer at this time if the City expresses renewed interest in a collaborative compromise.

The primary issue at hand today is whether the City will formally extend its Notice of Intent to Withdraw date to the end of fiscal year 2019-20, as suggested by the City Manager. The attached letter from President Cullen requests the City Council take such action to provide sufficient time for a reasonable transition should the City elect to withdraw. Due to delays with the City study and absent this formal extension of the withdrawal date, the Authority must immediately begin transition activities with the assumption the City is withdrawing on December 7, 2019.

#### **BACKGROUND**

This ongoing process is centered around the City's desire to relocate the Sun Street Transfer Station outside the proposed 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, the Authority's need to secure a timely rescission of the City's notice of intent to withdraw to avoid serious regulatory and programmatic impacts, and both agencies obligations to protect ratepayers from unnecessary costs in delivery of services.

#### ATTACHMENT(S)

- 1. Letter of September 5, 2019 from President Cullen to Salinas Mayor and Council
- 2. Email Correspondence with Salinas City Manager



#### Attachment No. 1

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.

September 5, 2019

Mr. Joe Gunter, Mayor City of Salinas 200 Lincoln Avenue Salinas, California 93901

Re: City of Salinas Withdrawal from Salinas Valley Solid Waste Authority

Dear Mayor Gunter and Council Members:

Salinas Valley Solid Waste Authority ("SVSWA") received the City's Notice of Intent to Withdraw from the authority in December 6, 2018. As you know, this means a potential significant disruption to our agency and rate taxpayers, which requires planning on our part. The one-year anniversary of the Notice of Intent to Withdraw is quickly approaching. SVSWA needs direction on the potential transition timeline from the City. It is our current understanding that the City Council has not officially approved withdrawal at this time and is completing their due diligence. It has been informally stated by the Salinas City Manager that if City Council approves withdrawal, the transition would be consistent with the end of the fiscal year, placing withdrawal in July 2020, not December 2019.

SVSWA would appreciate an official Council statement and confirmation of the revised timeline for potential withdrawal in writing, if Council were to later approve this action. It is important that we have this information as we approach the one-year anniversary of the intent to withdraw and our need to plan.

I look forward to hearing from you regarding this issue. Please feel free to contact me if you have any questions.

Sincerely,

Robert Cullen, President Salinas Valley Solid Waste Authority

cc: Salinas City Council

**SVSWA** Board of Directors

#### Attachment No. 2

#### **Patrick Mathews**

From: Patrick Mathews

Sent: Thursday, September 12, 2019 2:25 PM

To: 'Ray Corpuz'; David Jacobs; Brian Frus; Joseph Gunter; Gloria De La Rosa; Tony Villegas

(villegas4salinascitycouncil6@gmail.com)

Cc: Cesar Zuñiga; Roy C. Santos; ROBERT CULLEN (rcullen@farmersagent.com); Chris Lopez

(Lopezcm@co.monterey.ca.us); Ray Hendricks (rayh@svswa.org)

Subject: RE: September 18th meeting

Ray,

Thank you for the reply. We look forward to the conversation next week. P-

General Manager/CAO, Salinas Valley Recycles Gerente Genera/Jefe de Administración 128 Sun Street, Suite 101 Salinas, CA 95060 (831) 775-3000

From: Ray Corpuz <ray.corpuz@ci.salinas.ca.us> Sent: Thursday, September 12, 2019 2:12 PM

To: Patrick Mathews <patrickm@svswa.org>; David Jacobs <davidj@ci.salinas.ca.us>; Brian Frus

<bri>drianf@ci.salinas.ca.us>; Joseph Gunter <josephg@ci.salinas.ca.us>; Gloria De La Rosa <gloriad@ci.salinas.ca.us>; Tony

Villegas (villegas4salinascitycouncil6@gmail.com) < villegas4salinascitycouncil6@gmail.com >

Cc: Cesar Zuñiga <cesarz@svswa.org>; Roy C. Santos <rsantos@awattorneys.com>; ROBERT CULLEN

(rcullen@farmersagent.com) < rcullen@farmersagent.com>

Subject: Re: September 18th meeting

Hi Patrick,

I think the focus of the meeting is the scope, purpose, location, and financials of the new facility you are proposing. It will help if we had an understanding of your needs and options under consideration. The meeting is to gain additional information from you about the proposed new facility. We would be able to answer related questions you may have of us. If there is an item you would like discussed let me know.

The R3 study is not yet complete. There is more detail work that needs to be done which will directly affect the findings and recommendations. Although the report remains on the projected meeting agenda it is likely to be rescheduled. We can keep you advised when it can be shared with you.

Ray

From: Patrick Mathews patrickm@svswa.org>
Sent: Tuesday, September 10, 2019 3:52 PM

To: Ray Corpuz < ray.corpuz@ci.salinas.ca.us >; David Jacobs < davidj@ci.salinas.ca.us >

Cc: Cesar Zuñiga < cesarz@svswa.org>; Roy C. Santos < rsantos@awattorneys.com>; ROBERT CULLEN

#### (rcullen@farmersagent.com) < rcullen@farmersagent.com>

Subject: September 18th meeting

Ray,

Thank you for setting up a meeting (9/18/19) with our respective staff to discuss the permanent public service facility our Board is interested in pursuing under the changing operational conditions related to Republic Service's purchase of Madison Lane Transfer Station for their own use. We have two follow-up questions related to the purpose of the meeting.

- 1. Do you have an agenda and/or specific topic(s) in mind so we can prepare for our discussion in advance?
- 2. When the meeting was being set up, my staff was informed the meeting needed to occur before September 24<sup>th</sup>, the date of one of the City Council's previously scheduled study sessions. Is the R3 study going to be presented at that study session or is there some related study session discussion topic involving our agency planned for that date? Again, we'd be appreciative of some advanced notice and sharing of information if that is the case, so SVSWA has the opportunity to prepare and participate in those public discussions.

Thank you in advance, P-

General Manager/CAO, Salinas Valley Recycles Gerente Genera/Jefe de Administración 128 Sun Street, Suite 101 Salinas, CA 95060 (831) 775-3000

#### CITY OF SALINAS WITHDRAWAL NOTICE UPDATE

- Notice of Intent to Withdraw sent 12-6-18
- Earliest Withdrawal Date w/o Extension 12-7-19
- R3 Study Delayed No Pending Decision Date from Salinas
- Immediate Action Needed if Withdrawal Date Not Extended
  - City Funding and Liability Agreement (s)
  - JPA Revisions for Remaining Members
  - Budget/Rate Adjustments
  - Grant Status
- Authority Considering Alternate Sites/Designs for Public Service Center and Organics Transfer Facility
- City Support for Facility Site Needed

1



		SVR Age	enda Item - Vie	w Ahead 2019	- 2020	Item No. 14
`	Oct	Nov	Dec	Jan	Feb	Mar
A			Meeting Tentative	Election of Officers		<u></u>
1	Minutes	Minutes	Minutes	Minutes	Minutes	Minutes
2	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4	QTE September Cash & Investments	3rd Qtr. Tonnage & Diversion Report		QTE December Cash & Investments	4th Qtr Tonnage & Diversion Report	Public Hearing: Rates & Fee Sched (EC)
5	BD/EC Meetings Schedule	Fund Balance Reserves (EC)		Mid-Year Budget Adjustments (EC)	CIP Budget Adjustment (EC)	New FY 20-21 Budget ( <b>EC</b> )
6	Organics Pick-Station Purchase	Notice of Completion JCLF MOD VII Construction Project		4th Qtr Facilities Customer Survey	FY 20-21 Preliminary Budget (EC)	
7	Award Contract of Organics Receiving Area Building	Annual County Used Oil Report		Annual Employee Survey Results (EC)		
8	Personnel Allocation (EC)	Recycling Recognition		FY 20-21 Budget Direction (EC)		
9	CH Land Lease Agreement w/Vision Recycling	New Officers Nominating Committee			•	
10	Vision Recycling Services Agmt Amendment	Board Policy Updates (EC)				
11	Audit Report Previous FY (EC)	Real Property Negotiations (EC)				
12	Waste Characterization Study Results					
13	2018-2019 SVR Annual Report					
14	Real Property Negotiations (EC)				onsent	
15		•			sideration	

Closed Session [Other] (Public Hearing, Recognition, Informational, etc.)

(EC) Executive Committee

(sp) Strategic Plan Item