



SUPPLEMENTAL MATERIAL WAS ADDED TO THE BOARD OF DIRECTORS

January 23, 2020
AGENDA PACKET

Pertaining to the following Scheduled Items:

01/21/2020

- ITEM No. 13 2019 EMPLOYEE SURVEY**
Power Point Presentation - Added
- ITEM No. 14 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**
Monterey Regional Waste Management District Memorandum – Added
- ITEM No. 15: REQUEST FOR FISCAL YEAR 2020-21 PRELIMINARY BUDGET DIRECTION**
Power Point Presentation - Added
- ITEM No. 16: A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND THE SALINAS VALLEY SOLID WASTE AUTHORITY FOR THE SHARE FUNDING OF THE GLORIA-IVERSON-JOHNSON CANYON ROAD IMPROVEMENTS PROJECT**
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

January 23, 2020 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 Strobbridge 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.

ELECTION OF OFFICERS

A. 2020 ELECTION OF OFFICERS – PRESIDENT, VICE PRESIDENT, AND ALTERNATE VICE PRESIDENT

- A. Receive a Report from the Nominating Committee
- B. Public Comment
- C. Board Discussion
- D. Recommended Action – Conduct Elections

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 November 21, 2019 Meeting](#)
- 2. [October 2019 Claims and Financial Reports](#)
- 3. [November 2019 Claims and Financial Reports](#)
- 4. [Member and Interagency Activities Report for November and December 2019 and Upcoming Events](#)
- 5. [December 2019 Quarterly Investments Report](#)

6. [A Resolution Approving an Adjustment to the Operating Budget for Fiscal Year 2019-20](#)
7.
 - A. [A Resolution Awarding an Agreement to SCS Engineers for SB 1383 Program Planning for the Amount of \\$99,750](#)
 - B. [A Resolution Awarding an Agreement to Diversion Strategies Green Mountain Technologies for Organics and Composting Technical Assistance for the Amount of \\$29,300](#)
8. [A Resolution Approving Change Order No. 2 to the Agreement with Geo-Logic Associates in the Amount of \\$78,176 for Solid Waste Consulting and Engineering Services for the Johnson Canyon Landfill](#)
9. [A Resolution Approving Change Order No. 1 to the Agreement with Geosyntec Consultants for Solid Waste Construction Quality Assurance Services for the Johnson Canyon Landfill in the Amount of \\$25,777](#)
10. [A Resolution Ratifying Change Order No. 3 to the Agreement for an Amount of \\$124,743.41 to the Construction Contract Awarded to Wood Bros. Inc. for the Johnson Canyon Landfill Module VII Construction](#)
11. [A Resolution Ratifying the Notice of Completion for Johnson Canyon Landfill Module VII Construction Project \(CIP 9527\)](#)
12. [A Resolution Approving Supplemental Appropriation of \\$10,000 for the Acceptance of Carpet America Recovery Effort's \(CARE's\) California Carpet Stewardship Program Micro Grant Program for Collection/Reuse – Cycle 2](#)

PRESENTATIONS

13. [2019 EMPLOYEE SURVEY RESULTS](#)
 - A. Receive Report from Monica Ambriz, Human Resources Supervisor
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only
14. [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](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only

CONSIDERATION

15. [REQUEST FOR FISCAL YEAR 2020-21 PRELIMINARY BUDGET DIRECTION](#)
 - A. Receive Report from Ray Hendricks, Finance and Administration Manager
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Provide Input
16. [A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND THE SALINAS VALLEY SOLID WASTE AUTHORITY FOR THE FAIR SHARE FUNDING OF THE GLORIA-IVERSON-JOHNSON CANYON ROAD IMPROVEMENTS PROJECT](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Adopt the Resolution

FUTURE AGENDA ITEMS

17. AGENDA ITEMS – VIEW AHEAD SCHEDULE

CLOSED SESSION

Receive public comment from audience before entering into closed session:

- 18.** Pursuant to **Government Code Section 54956.8** to confer with legal counsel and real property negotiators General Manager/CAO Patrick Mathews, Asst. GM/Ops Manager Cesar Zuñiga, Finance and Administration Manager Ray Hendricks, and General Counsel Roy C. Santos, concerning the possible terms and conditions of acquisition, lease, exchange or sale of **1)** Salinas Valley Solid Waste Authority Property, APNs 003-051-086 and 003-051-087, located at 135-139 Sun Street, Salinas, CA: **2)** 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 **6)** APN 003-211-022-000, located at 195 Sherwood Dr. and 416 Main St., Salinas, CA
- 19.** Pursuant to **Government Code Section 54957 (b)** to consider the Performance Evaluation of the General Manager/Chief Administrative Officer Patrick Mathews for 2019

RECONVENE

ADJOURNMENT

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This agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 128 Sun St., Ste 101, Salinas, on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, and the Authority's Website on **Friday, January 17, 2020**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, **Thursday, February 20, 2020**. Staff reports for the Authority Board meetings are available for review at: ▶ Salinas Valley Solid Waste Authority: 128 Sun Street, Ste. 101, Salinas, CA 93901, Phone 831-775-3000 ▶ Web Site: www.salinavalleyrecycles.org ▶ Public Library Branches in Gonzales, Prunedale and Soledad. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a Español.*



Report to the Board of Directors

Date: January 23, 2020
From: Patrick Mathews, General Manager/CAO
Title: 2020 Election of Officers

ITEM NO. A

N/A

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

RECOMMENDATION

Staff recommends that the Board follow the procedure documented in the Authority Code and elect officers for calendar year 2020.

STRATEGIC PLAN RELATIONSHIP

This is a routine annual item and does not relate to the Board's strategic plan.

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The Nominating Committee was appointed at the November 2019 meeting (Director Silva and Director Lara). The Nominating Committee members have provided the recommendation for the re-election to a second one-year term, as permitted by the Authority Code, for the 2020 Authority Officers as follows:

South County City Representative for President: *Robert Cullen*

City of Salinas Representative for Vice President: *Gloria De La Rosa*

Monterey County Representative for Alternate Vice President: *Chris Lopez*

Election Procedures:

At the Board meeting, the Board President opens nominations for President. The Nominating Committee nominates an individual, with a second provided by another Board Member. When nominations have concluded, the President will close the nomination for President. The President will then be elected by majority vote through a show of hands.

The procedure is then repeated for the office of Vice President and Alternate Vice President.

In the event of a tie vote for any office, the election will be repeated until a majority vote is determined.

BACKGROUND

The Joint Powers Authority Agreement and Authority Code provides for the election by the Authority Board for the office of President, Vice President, and Alternate Vice President for a term of one year commencing upon election at the regular meeting held in January and ending upon election of a successor at the regular meeting the following January. A Board Member may serve no more than two consecutive terms. Authority Code Sections 2.01.010 and 2.01.011 specify that each elected Office shall rotate between a representative from the City of Salinas, a south county city (i.e., Gonzales, Greenfield, King City, and Soledad) and the County of Monterey but shall not be from the same member agency's legislative

body. The Authority Code further allows a discretionary appointment of the Immediate Past President to the Executive Committee for a transitional period.

ATTACHMENT(S)

1. Elected Officers History

Officers of the Salinas Valley Solid Waste Authority

TERM	PRESIDENT	VICE PRESIDENT	ALTERNATE VICE PRESIDENT
2020			
2019	Robert Cullen South County	Gloria De La Rosa City of Salinas	Chris Lopez County of Monterey
2018	Simon Salinas County of Monterey	Rob Cullen South County	Gloria De La Rosa City of Salinas
2017	Simon Salinas County of Monterey	Rob Cullen South County	Gloria De La Rosa City of Salinas
2016	Jyl Lutes ¹ City of Salinas	Simon Salinas County of Monterey	Richard Perez ² City of Soledad
2015	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas	Simon Salinas County of Monterey
2014	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas	Simon Salinas County of Monterey
2013	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas
2012	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales	Dennis Donohue City of Salinas
2011	Gloria De La Rosa City of Salinas	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales
2010	Gloria De La Rosa City of Salinas	Richard Ortiz ³ City of Soledad	Fernando Armenta County of Monterey
2009	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas	Richard Ortiz City of Soledad
2008	George Worthy City of Gonzales	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas
2007	George Worthy City of Gonzales	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas
2006	Janet Barnes City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
2005	Janet Barnes City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
2004	Fernando Armenta Monterey County	Janet Barnes City of Salinas	George Worthy City of Gonzales
2003	Fernando Armenta Monterey County	Janet Barnes City of Salinas	N/A
2002	Zeke Bañales ⁴ City of Greenfield	Fernando Armenta Monterey County	N/A
2001	Jan Collins ⁵ City of Salinas	Zeke Bañales City of Greenfield	N/A
2000	Simon Salinas ⁶ County of Monterey	Jan Collins City of Salinas	N/A

¹ Was not re-elected to City Council

² Was not re-elected to City Council

³ Was not re-elected to City Council

⁴ Was not re-elected to City Council

⁵ Declined second term – leaving office at end of year

⁶ Left office of County Supervisor

1999	Gary Gerbrandt City of Soledad	Simon Salinas County of Monterey	N/A
1998	Gary Gerbrandt City of Soledad	Simon Salinas County of Monterey	N/A
1997	Juan Olivarez City of Salinas	Fabian Barrera City of Soledad	N/A

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

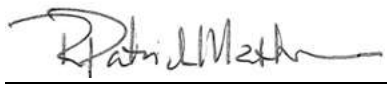
CALL TO ORDER

Alternate Vice President Lopez called the meeting to order at 6:00 p.m.

ROLL CALL

The following Board Directors were present:

County of Monterey	Chris Lopez, Alt. Vice President
County of Monterey	John M. Phillips
City of Salinas	John Tony Villegas
City of Salinas	Joseph D. Gunter (Alternate)
City of Gonzales	Elizabeth Silva
City of Soledad	Marisela Lara
City of Greenfield	Andrew Tipton
City of King	Darlene Acosta (Alternate)

ITEM NO. 1
Agenda Item

General Manager/CAO
<i>S. Chaffin by E.T.</i>
General Counsel Approval

The following Board Directors were absent:

City of Salinas	Gloria De La Rosa, Vice President
City of Salinas	Christie Cromeenes
City of King	Robert Cullen, President

Staff Members Present:

Patrick Mathews, General Manager/CAO	Brian Kennedy, Engineering and Environmental Compliance Manager
Mandy Brooks, Resource Recovery Manager	Rosie Ramirez, Administrative Assistant
Ray Hendricks, Finance and Administration Manager	Erika J. Trujillo, Clerk of the Board
	Shannon L. Chaffin, Assistant General Counsel

MEETING ANNOUNCEMENTS

(6:01) Alternate Vice President Lopez announced translation services were not yet available. No member from the public requested the service.

GENERAL MANAGER COMMENTS

(6:02) General Manager/CAO Mathews commented on the following:

- The Article provided to the Board from Waste 360 "How to Resourcefully site a Transfer Station".
- The WasteDive daily newsletter free subscription, recommending that the Board of Directors subscribe.
- On the USDA reaching out to the Authority to schedule a meeting to discuss the possibility of moving forward with the USDA's pilot digester system, test by the Authority. This would potentially create opportunities to further work with the City of Gonzales for their future microgrid project.
- The Gloria/Iverson Project status: the working group has completed 60% design plan review with the 90% expected to be completed in the middle of December. Authority staff and the Authority Counsel have reviewed the funding agreement and it is currently being finalized by the County. The final funding agreement is expected to be presented to the Board at the January meeting.

DEPARTMENT MANAGER COMMENTS

(6:04) Resource Recovery Manager Brooks commented on the Fall 2019 Central Coast Agriculture Special Advertising Supplement from the *Herald* provided to the Board that contained the article "Recycling Laws Affecting Ag Business" written by the Authority.

BOARD DIRECTORS COMMENTS

(6:05) Director Phillips commended Authority staff for their assistance with the incident of illegal dumping of 45-50 tires on a county property. He expressed his appreciation for the excellent coordination at the Johnson Canyon Landfill.

PUBLIC COMMENT

(6:06) None

CONSENT AGENDA (6:08)

1. Minutes of The October 24, 2019 Meeting
2. September 2019 Claims and Financial Reports
3. Member and Interagency Activities Report for October 2019 And Upcoming Events
4. Tonnage and Diversion Report for The Quarter Ended September 30, 2019
5. Resolution No. 2019-41 Approving the Allocation of Cash Balances for Fiscal Year 2018-19, and Supplemental Appropriation for Capital Improvements and Pay Down of CalPERS Unfunded Actuarial Liability
6. Monterey County Health Department, Environmental Health Bureau, Calendar Year 2018 Used Motor Oil and Filter Recycling Program Annual Report
7. Resolution No. 2019-42 Approving A Five-Year Service Agreement with McGilloway, Ray, Brown & Kaufman For Audit Services

Public Comment: None

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

Votes: Motion carried 8,0

Ayes: Acosta (Alt.), Gunter (Alt.), Lara, Lopez, Phillips, Silva, Tipton, Villegas

Noes: None

Abstain: None

Absent: Cromeenes, Cullen, De La Rosa

PRESENTATION

8. RECYCLING RECOGNITION

(6:08) Resource Recovery Manager Brooks presented a recognition to Dole Fresh Vegetables Soledad Plant for their collaborative efforts in the De-packing Program and consistency in diverting clean packaged product from the landfill. Mrs. Brooks introduced Casey Merritt from Dole Fresh Vegetables. Mr. Merritt thanked the Authority for the recognition commenting about the steps taken to ensure organic waste gets diverted from the landfill.

Board Comment: The Board commend Dole Fresh Vegetables.

Public Comment: None

Motion: None; Informational Only

9. 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

(6:15) General Manager/CAO Mathews indicated no new information was available.

Board Comment: None

Public Comment: None

Motion: None; Informational Only

CONSIDERATION

10. APPOINTMENT OF NOMINATING COMMITTEE FOR THE 2020 ELECTION OF OFFICERS

(6:16) General Manager/CAO Patrick Mathews explained the election process and the guidelines imposed by the Authority Code requesting the election of two member for the nominating committee.

Board Comment: Director Silva and Director Lara volunteered to be in the Nominating Committee.

Public Comment: None

Motion: By consensus, Director Silva and Director Lara were appointed as the Nominating Committee.

11. RESOLUTION NO. 2019-43 APPROVING THE LETTER TO SENATOR ANNA CABALLERO, SENATOR BILL MONNING, ASSEMBLY MEMBER MARK STONE, AND ASSEMBLY MEMBER ROBERT RIVAS EXPRESSING CONCERNS WITH PG&E'S PUBLIC SAFETY POWER SHUTOFFS (PSPS) AND THE FISCAL IMPACTS

(6:16) General Manager/CAO Mathews provided a verbal report on the impacts on Authority operations related to the Public Safety Power Shutoffs (PSPS) conducted by PG&E. He indicated that the Executive Committee had requested the consideration of letters addressed to the local State congressional members regarding the financial impacts to the Agency caused by the PSPS.

Board Comments: The Board discussed the report.

Public Comments: None

Motion: Director Phillips made a motion adopting Resolution No. 2019-43. Director Tipton Seconded the motion.

Votes: Motion carried 8,0

Ayes: Acosta (Alt.), Gunter (Alt.), Lara, Lopez, Phillips, Silva, Tipton, Villegas

Noes: None

Abstain: None

Absent: Cromeenes, Cullen, De La Rosa

FUTURE AGENDA ITEMS

12. AGENDA ITEMS – VIEW AHEAD SCHEDULE

(6:22) The Board reviewed the future agenda items.

CLOSED SESSION

(6:23) Alternate Vice President Lopez invited public comment related to the following closed session items:

- 13.** 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

(6:24) Alternate Vice President adjourned the meeting to closed session to discuss Item No. 13.

RECONVENE



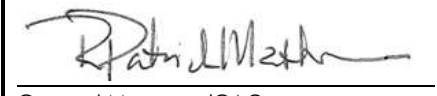
(6:37) Alternate Vice President Lopez reconvened the meeting to open session with no reportable action taken in closed session.

ADJOURNED

(6:38) Alternate Vice President Lopez adjourned the meeting.

APPROVED: _____
Robert Cullen, President

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

 <p>Report to the Board of Directors</p>	<p align="center">ITEM NO. 2</p>
<p>Date: January 23, 2020</p> <p>From: C. Ray Hendricks, Finance and Administration Manager</p> <p>Title: October 2019 Claims and Financial Reports</p>	<div data-bbox="1089 178 1523 273">  </div> <p>Finance and Administration Manager/Controller/Treasurer</p> <div data-bbox="1089 336 1523 430">  </div> <p>General Manager/CAO</p> <div data-bbox="1089 493 1523 577"> <p align="center">N/A</p> <p>General Counsel</p> </div>

RECOMMENDATIONS

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

DISCUSSION & ANALYSIS

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

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of October 2019, operating revenues exceeded expenditures by \$714,849. Fiscal year 2019-20 to date operating revenues exceeded expenditures by \$1,175,651.

Revenues (Consolidated Statement of Revenues and Expenditures)

After four months of the fiscal year, (33.33% of the fiscal year), revenues total \$8,260,353 or 40.6% of the total annual revenues forecast of \$20,369,805. October Tipping Fees totaled \$5,540,421 or 42.6% of the forecasted total of \$13,015,000.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of October 31, 2019 (33.33% of the fiscal year), year-to-date operating expenditures totaled \$7,084,702. This is 38.9% of the operating budget of \$18,234,000.

Capital Project Expenditures (Consolidated CIP Expenditures Report)

For the month of October 2019, capital project expenditures totaled \$429,856. \$182,900 was for the Organics Program. \$94,710 was for JC Equipment Replacement. \$78,716 was for the JC Module 7 Engineering and Construction. \$21,277 was for the Waste Composition Study.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of October 2019 is attached for review and acceptance. October disbursements total \$1,767,894.70 of which \$446,337.99 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 October 2019.

Vendor	Services	Amount
Vision Recycling	July – September All Sites Greenwaste Processing & C&D Grinding	\$321,186.77
Don Chapin	JC Draining Modifications & Bunkers	\$111,795.38
Quinn Company	All Sites Equipment Maintenance	\$105,629.60
Cal. Dept of Tax & Fee Admin.	July – September BOE Landfill Payment	\$86,995.72
Geosyntec Consultants, Inc.	Module 7 Construction CQA	\$78,010.71
Southern Counties Oil Co.	All Sites Equipment & Vehicle Fuel	\$66,399.76

Cash Balances

The Authority's cash position increased \$460,694.79 during October to \$28,348,675.30. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below. The debt principal and interest payments totaling \$2,645,332.36 on August 1, 2019 substantially reduced cash available for operations. This will be recovered over the next few months from profitable operations.

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	4,623,883.16
State & Federal Grants	(84,603.45)
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	119,180.67
Employee Unreimbursed Medical Claims	5,167.97

Committed by Board Policy:

AB939 Services	130,680.09
Undesignated Reserves	2,939,153.40
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)	8,513,544.55

Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	810,587.49
Lewis Road Post Closure	210,581.71
Jolon Road Post Closure	105,793.82
Capital Improvement Projects	6,165,684.80

Available for Operations:

(577,556.36)

Total

28,348,675.30

ATTACHMENTS

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

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending October 31, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Revenue Summary</u>							
Tipping Fees - Solid Waste	13,015,000	1,360,961	5,540,421	42.6 %	7,474,579	0	7,474,579
Tipping Fees - Surcharge	1,421,775	126,493	479,754	33.7 %	942,021	0	942,021
Tipping Fees - Diverted Materials	2,236,430	297,331	1,021,598	45.7 %	1,214,832	0	1,214,832
AB939 Service Fee	2,733,000	227,750	911,000	33.3 %	1,822,000	0	1,822,000
Charges for Services	130,800	6,610	41,578	31.8 %	89,222	0	89,222
Sales of Materials	267,800	26,297	73,653	27.5 %	194,147	0	194,147
Gas Royalties	265,000	0	72,016	27.2 %	192,984	0	192,984
Investment Earnings	300,000	114,737	114,737	38.2 %	185,263	0	185,263
Grants/Contributions	0	5,596	5,596	0.0 %	(5,596)	0	(5,596)
Other Non-Operating Revenue	0	0	0	0.0 %	0	0	0
Total Revenue	20,369,805	2,165,774	8,260,353	40.6 %	12,109,452	0	12,109,452
<u>Expense Summary</u>							
Executive Administration	476,600	44,109	132,164	27.7 %	344,436	79,713	264,722
Administrative Support	414,100	39,076	157,835	38.1 %	256,265	111,872	144,393
Human Resources Administration	208,400	13,449	60,353	29.0 %	148,047	8,753	139,294
Clerk of the Board	178,600	9,994	51,231	28.7 %	127,369	4,597	122,773
Finance Administration	754,900	41,278	200,309	26.5 %	554,591	36,697	517,893
Operations Administration	486,200	27,036	118,098	24.3 %	368,102	5,283	362,819
Resource Recovery	952,300	63,866	262,902	27.6 %	689,398	9,123	680,275
Marketing	75,000	775	10,877	14.5 %	64,123	60,813	3,310
Public Education	226,100	7,050	23,540	10.4 %	202,560	126,981	75,579
Household Hazardous Waste	855,800	61,417	215,643	25.2 %	640,157	203,111	437,047
C & D Diversion	136,000	22,424	22,424	16.5 %	113,576	0	113,576
Organics Diversion	1,307,200	314,285	339,316	26.0 %	967,884	692,496	275,389
Diversion Services	24,000	1,950	9,600	40.0 %	14,400	14,150	250

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending October 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	568,800	43,875	179,553	31.6 %	389,247	120,927	268,320
JR Recycling Operations	160,700	6,998	34,609	21.5 %	126,091	3,107	122,984
SS Disposal Operations	1,133,600	79,856	388,095	34.2 %	745,505	191,373	554,132
SS Transfer Operations	1,188,500	171,875	463,709	39.0 %	724,791	432,752	292,039
SS Recycling Operations	698,600	43,962	174,573	25.0 %	524,027	99,659	424,367
JC Landfill Operations	2,858,800	267,615	858,051	30.0 %	2,000,749	1,029,215	971,534
JC Recycling Operations	428,000	25,060	102,999	24.1 %	325,001	38,329	286,671
Johnson Canyon ECS	355,600	20,631	63,678	17.9 %	291,922	168,216	123,706
Sun Street ECS	161,100	15,048	30,674	19.0 %	130,426	53,268	77,158
Debt Service - Interest	1,452,400	0	747,670	51.5 %	704,730	0	704,730
Debt Service - Principal	1,897,700	0	1,897,663	100.0 %	37	0	37
Closure Set-Aside	285,000	30,596	126,872	44.5 %	158,128	0	158,128
Cell Construction Set-Aside	950,000	98,698	412,263	43.4 %	537,737	0	537,737
Total Expense	18,234,000	1,450,925	7,084,702	38.9 %	11,149,298	3,490,435	7,658,863
Revenue Over/(Under) Expenses	2,135,805	714,849	1,175,651	55.0 %	960,154	(3,490,435)	4,450,589

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report For Period Ending October 31, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Fund 131 - Crazy Horse Closure Fund</u>							
131 9316 CH Corrective Action Program	253,000	0	0	0.0 %	253,000	0	253,000
131 9319 CH LFG System Improvements	146,500	0	0	0.0 %	146,500	0	146,500
131 9321 CH Postclosure Maintenance	560,000	17,503	149,050	26.6 %	410,950	181,717	229,233
Total Fund 131 - Crazy Horse Closure Fund	959,500	17,503	149,050	15.5 %	810,450	181,717	628,733
<u>Fund 141 - Lewis Road Closure Fund</u>							
141 9402 LR LFG Well Replacement	35,000	0	0	0.0 %	35,000	0	35,000
141 9403 LR Postclosure Maintenance	235,000	6,697	59,877	25.5 %	175,123	66,565	108,558
Total Fund 141 - Lewis Road Closure Fund	270,000	6,697	59,877	22.2 %	210,123	66,565	143,558
<u>Fund 161 - Jolon Road Closure Fund</u>							
161 9604 JR Postclosure Maintenance	260,000	1,214	154,206	59.3 %	105,794	20,939	84,855
Total Fund 161 - Jolon Road Closure Fund	260,000	1,214	154,206	59.3 %	105,794	20,939	84,855
<u>Fund 180 - Expansion Fund</u>							
180 9804 Long Range Facility Needs EIR	335,395	0	0	0.0 %	335,395	335,395	0
180 9806 Long Range Financial Model	28,388	0	0	0.0 %	28,388	0	28,388
180 9807 GOE Autoclave Final Project	100,000	0	0	0.0 %	100,000	0	100,000
Total Fund 180 - Expansion Fund	463,783	0	0	0.0 %	463,783	335,395	128,388
<u>Fund 211 - Grants</u>							
211 9214 Organics Program 2016-17	243,264	54,716	119,001	48.9 %	124,263	124,263	0
211 9220 Tire Amnesty 2019-20	90,000	0	0	0.0 %	90,000	0	90,000
211 9247 Cal Recycle - CCPP	60,456	3,609	3,609	6.0 %	56,848	9,200	47,648
211 9253 Cal Recycle - 2017-18 CCPP	13,575	0	1,363	10.0 %	12,212	3,672	8,540
211 9256 Cal Recycle - 2018-19 CCPP	21,848	1,100	2,200	10.1 %	19,648	3,672	15,976
Total Fund 211 - Grants	429,143	59,425	126,173	29.4 %	302,970	140,807	162,163

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending October 31, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
216 9802 Autoclave Demonstration Unit	141,499	0	0	0.0 %	141,499	0	141,499
216 9804 Long Range Facility Needs EIR	180,062	0	0	0.0 %	180,062	0	180,062
Total Fund 216 - Reimbursement Fund	321,560	0	0	0.0 %	321,560	0	321,560
<u>Fund 800 - Capital Improvement Projects Fu</u>							
800 9104 Organics System Expansion Study	143,841	19,035	19,035	13.2 %	124,806	3,639	121,167
800 9105 Concrete Grinding	20,000	0	0	0.0 %	20,000	0	20,000
800 9106 Waste Composition Study	29,543	21,277	21,277	72.0 %	8,266	8,266	0
800 9107 Scale House Software Upgrade	100,000	0	0	0.0 %	100,000	0	100,000
800 9214 Organics Program 2016-17	850,000	128,184	235,878	27.8 %	614,122	510,049	104,073
800 9501 JC LFG System Improvements	79,177	0	0	0.0 %	79,177	0	79,177
800 9506 JC Litter Control Barrier	61,343	0	0	0.0 %	61,343	0	61,343
800 9507 JC Corrective Action	225,000	0	0	0.0 %	225,000	0	225,000
800 9526 JC Equipment Replacement	643,708	94,710	94,710	14.7 %	548,998	0	548,998
800 9527 JC Module 7 Engineering and Cons	2,674,088	78,716	1,551,484	58.0 %	1,122,605	802,113	320,492
800 9528 JC Roadway Improvements	2,218,937	0	0	0.0 %	2,218,937	0	2,218,937
800 9601 JR Transfer Station Improvements	108,399	0	0	0.0 %	108,399	0	108,399
800 9603 JR Well Replacement	100,000	0	0	0.0 %	100,000	0	100,000
800 9701 SSTS Equipment Replacement	413,858	0	0	0.0 %	413,858	0	413,858
800 9703 SSTS Improvements	10,934	3,096	3,096	28.3 %	7,837	132	7,705
Total Fund 800 - Capital Improvement Proje	7,678,826	345,018	1,925,480	25.1 %	5,753,347	1,324,199	4,429,148
Total CIP Expenditures	10,382,814	429,856	2,414,787	23.3 %	7,968,027	2,069,622	5,898,405

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
23481	ALLEN BROTHERS OIL INC. (SALINAS) JC VEHICLE MAINTENANCE	10/3/2019	123.50	123.50
23482	BARTEL ASSOCIATES, LLC GASB 75 ACTUARIAL SERVICES	10/3/2019	1,000.00	1,000.00
23483	BECKS SHOES AND REPAIR SSTS SAFETY GEAR	10/3/2019	788.64	788.64
23484	CALIFORNIA LIVE FLOORS, INC., SS VEHICLE MAINTENANCE	10/3/2019	5,279.34	5,279.34
23485	CASCADE NETS INC SS FACILITY MAINTENANCE	10/3/2019	133.34	133.34
23486	CASCADIA CONSULTING GROUP WASTE CHARACTERIZATION STUDY	10/3/2019	11,685.50	11,685.50
23487	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE SUPPLIES	10/3/2019	847.87	847.87
23488	CSC OF SALINAS/YUMA ALL SITES VEHICLE MAINTENANCE	10/3/2019	191.11	191.11
23489	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	10/3/2019	646.79	646.79
23490	FULL STEAM STAFFING LLC ALL SITES DIVERSION WORKERS & CONTRACT LABOR	10/3/2019	672.00	672.00
23491	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	10/3/2019	14,988.84	14,988.84
23493	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES JRTS FACILITY MAINTENANCE	10/3/2019	113.78 4.32	118.10
23494	GRANITE ROCK CO/PAVEX CEMENT BLOCKS FOR ORGANICS PROJECT	10/3/2019	13,258.46	13,258.46
23495	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES	10/3/2019	205.87	205.87
23496	GUERITO JC & SSTS PORTABLE TOILETS	10/3/2019	1,028.00	1,028.00
23497	HOPE SERVICES SSTS LITTER ABATEMENT	10/3/2019	13,859.58	13,859.58
23498	INFINITY STAFFING SERVICES, INC. JR CONTRACT LABOR	10/3/2019	3,185.72	3,185.72
23499	JAMES MARTINEZ WEEK 3 - BUDDY LUNCH	10/3/2019	38.00	38.00
23500	JAMES MARTINEZ WEEK 1 - BUDDY LUNCH	10/3/2019	38.00	38.00
23501	JAMES MARTINEZ WEEK 4 - BUDDY LUNCH	10/3/2019	38.00	38.00
23502	JAMES MARTINEZ WEEK 2 - BUDDY LUNCH	10/3/2019	38.00	38.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
23503	LINDA VASQUEZ EDUCATION ASSISTANCE	10/3/2019	645.00	645.00
23504	MANDY BROOKS CUSTOMER APPRECIATION DAY EVENT	10/3/2019	305.25	305.25
23505	MARK E. FETZER HHW TRAINING	10/3/2019	125.00	125.00
23506	MISSION LINEN SUPPLY ALL SITES UNIFORMS	10/3/2019	154.56	154.56
23507	MONICA AMBRIZ IPMA-HR CONFERENCE	10/3/2019	1,017.44	1,017.44
23508	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	10/3/2019	99.04	99.04
23509	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	10/3/2019	11,035.39	11,035.39
23510	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE EQUIPMENT PARTS RETURN	10/3/2019	4,471.14 (887.22)	3,583.92
23511	RODOLFO RAMIREZ AYALA ALL SITES EQUIPMENT & VEHICLE MAINTENANCE SS VEHICLE MAINTENANCE	10/3/2019	600.00 990.00	1,590.00
23512	SCOTT JOHNSON HHW EQUIPMENT MAINTENANCE	10/3/2019	19.56	19.56
23513	SCS FIELD SERVICES JC, CH & LR ENGINEERING SERVICES	10/3/2019	925.00	925.00
23514	SOUTH COUNTY NEWSPAPER ADM NEWSPAPER SUBSCRIPTION	10/3/2019	49.70	49.70
23515	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	10/3/2019	9,574.35	9,574.35
23516	TRI-COUNTY FIRE PROTECTION, INC. SS SAFETY SUPPLIES	10/3/2019	65.00	65.00
23517	ULINE, INC. ORGANICS DIVERSION SUPPLIES	10/3/2019	1,269.62	1,269.62
23518	VISION RECYCLING INC ALL SS & JC GREENWASTE PROCESSING	10/3/2019	95,621.63	95,621.63
23519	A & B FIRE PROTECTION & SAFETY, INC JC SAFETY SUPPLIES	10/10/2019	473.95	473.95
23520	A & G PUMPING, INC JRTS FACILITY MAINTENANCE	10/10/2019	500.00	500.00
23521	ADMANOR, INC CCRMC - MEDIA CAMPAIGN RECYCLING PUBLIC ED SVR MARKETING/BRANDING	10/10/2019	13,783.67 285.00 380.00	14,448.67
23522	ALESHIRE & WYNDER, LLP MONTHLY LEGAL SERVICES	10/10/2019	5,022.50	5,022.50

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
23523	AON RISK INSURANCE SERVICES WEST, INC . WORKER'S COMP PREMIUMS	10/10/2019	16,201.90	16,201.90
23524	ARAM AND TAVIT KARABETAN SS FACILITY MAINTENANCE	10/10/2019	33.87	33.87
23525	BLUE STRIKE ENVIRONMENTAL SPECIAL EVENT RECYCLING SERVICES	10/10/2019	1,750.00	1,750.00
23526	BRIAN KENNEDY SWANA : WASTECON CONFERENCE	10/10/2019	239.00	239.00
23527	CESAR ZUÑIGA SWANA : WASTECON CONFERENCE	10/10/2019	239.00	239.00
23528	CSC OF SALINAS/YUMA ALL SITES VEHICLE MAINTENANCE	10/10/2019	521.16	521.16
23529	DOUGLAS NOLAN SCHOOL ASSEMBLY PROGRAM	10/10/2019	3,750.00	3,750.00
23530	EAST BAY TIRE CO. OPS ADMIN VEHICLE REPAIRS	10/10/2019	171.28	171.28
23531	ENRIQUE CARRILLO JR. JC EQUIPMENT MAINTENANCE VEHICLE & EQUIPMENT TIRE REPAIR SERVICES	10/10/2019	574.78 4,154.12	4,728.90
23532	F.A.S.T. SERVICES 2019-20 INTERPRETING SERVICES: PUBLIC MEETINGS	10/10/2019	180.00	180.00
23533	FEDEX OPS ADMIN OVERNIGHT SHIPPING	10/10/2019	53.90	53.90
23534	FIRST ALARM ALL SITES SECURITY SERVICES	10/10/2019	123.75	123.75
23535	FLEETMATICS, USA HOLDINGS, INC. SS & JC VEHICLE & EQUIPMENT SUPPLIES	10/10/2019	420.00	420.00
23536	FULL STEAM STAFFING LLC ALL SITES DIVERSION WORKERS & CONTRACT LABOR	10/10/2019	819.00	819.00
23537	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	10/10/2019	8,647.53	8,647.53
23539	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	10/10/2019	285.06	285.06
23540	GREEN RUBBER - KENNEDY AG, LP JR FACILITY MAINTENANCE	10/10/2019	86.79	86.79
23541	GUARDIAN SAFETY AND SUPPLY, LLC ALL SITES SAFETY SUPPLIES	10/10/2019	583.88	583.88
23542	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 COMPOST CONSTRUCTION SUPPLIES	10/10/2019	470.53	470.53
23543	JUAN CAMACHO SWANA : WASTECON CONFERENCE	10/10/2019	239.00	239.00
23544	KING CITY HARDWARE INC. JC FACILITY MAINTENANCE	10/10/2019	54.30	54.30

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
23545	LUIS AGUILERA 40-HOUR HAZWOPER TRAINING	10/10/2019	244.00	244.00
23546	MANUEL PEREA TRUCKING, INC. ALL SITES HAULING SERVICES	10/10/2019	625.00	625.00
23547	MARINA POLICE ACTIVITIES LEAGUE SPONSORSHIP AD	10/10/2019	395.00	395.00
23548	MISSION LINEN SUPPLY ALL SITES UNIFORMS	10/10/2019	105.62	105.62
23549	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	10/10/2019	607.78	607.78
23550	ONE STOP AUTO CARE/V & S AUTO CARE, INC RR DODGE GRAND CARAVAN VEHICLE MAINTENANCE RR PRIUS VEHICLE MAINTENANCE	10/10/2019	92.63 317.01	409.64
23551	OSCAR GARCIA SWANA : WASTECON CONFERENCE	10/10/2019	239.00	239.00
23552	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES CNG VEHICLE FUEL	10/10/2019	165.58 4,373.15	4,538.73
23553	PENINSULA MESSENGER LLC ALL SITES COURIER SERVICES	10/10/2019	737.00	737.00
23554	PRICILLIA RODRIGUEZ SS HAULING SERVICES	10/10/2019	8,270.24	8,270.24
23555	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	10/10/2019	3,235.49	3,235.49
23556	R. PATRICK MATHEWS SWANA : WASTECON CONFERENCE	10/10/2019	239.00	239.00
23557	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	10/10/2019	10,714.41	10,714.41
23558	ULINE, INC. JC ORGANICS DIVERSION SUPPLIES	10/10/2019	1,228.50	1,228.50
23559	US BANK CORPORATE PAYMENT SYSTEM SANTA FE : JC WATER FOR EMPLOYEES CALPELRA : ANNUAL CONFERENCE GOTO MEETING : ANNUAL SUBSCRIPTION WALMART : BOARD MEETING 8/15/19 LA PLAZA BAKERY : BOARD MEETING 8/15/19 ACE : WATER LEAK REPAIR SUPPLIES CALPELRA : ANNUAL MEMBERSHIP CHEVRON : FUEL CONSTANT CONTACT : E-NEWSLETTER COSTCO : ADMINISTRATION OFFICE SUPPLIES CRRRA : CONFERENCE - PARKING CRRRA : CONFERENCE - FLIGHT FEE CRRRA : CONFERENCE - HOTEL CRRRA : CONFERENCE - TAXI CSDA : SALARY SURVEY CVS PHARMACY : SAFETY AWARD PROGRAM DESI INC : ADM TELEPHONE LABELS SMART & FINAL : EXECUTIVE COMMITTEE MEETING 8/1/19 NOB HILL : EXECUTIVE COMMMMITTEE MEETING	10/10/2019	72.33 695.00 288.00 31.26 151.26 43.19 370.00 37.74 108.00 78.98 52.00 60.00 122.15 60.21 225.00 635.70 36.00 20.98 14.41	

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
	HARBOR FREIGHT : SS FACILITY MAINTENANCE		68.93	
	ATT.COM : MONTHLY INTERNET		43.23	
	SMART AND FINAL : RR MEETING SUPPLIES		38.42	
	GINO'S : EMPLOYEE RECOGNITION		200.00	
	HARBOR FREIGHT : ORGANICS CONSTRUCTION SUPPLIES		54.16	
	HARBOR FREIGHT : ORGANICS CONSTRUCTION SUPPLIES		94.78	
	STAPLES : HHW SUPPLIES		190.67	
	INDEED : RR RECRUITMENT SERVICES		84.63	
	HARBOR FREIGHT : JC IMPROVEMENTS		297.88	
	ATT.COM : JC INTERNET SERVICE		70.00	
	ARC MATE : JC LITTER SUPPLIES		425.11	
	JULIEN JOMPHE - ORGANICS CONSTRUCTION		99.80	
	SWANA : JC MOLO CERTIFICATION		250.00	
	INTERMEDIA : MONTHLY EXCHANGE SERVER HOSTING		358.71	
	MICROSOFT : OFFICE365 ANNUAL SUBSCRIPTION		2,475.00	
	SWANA : JC OPS MEMBERSHIP		49.00	
	OVERSTOCK : HR OFFICE SUPPLIES		235.96	
	AMAZON : SS DEPARTMENT SUPPLIES		650.76	
	SWANA : MOLO RECERTIFICATION		250.00	
	AMAZON : SS DEPARTMENT SUPPLIES		323.70	
	AMAZON : RR-GIVEAWAYS STAINLESS STEEL SPORKS		8.99	
	AMAZON : RR-SPECIAL DEPT SAFETY BOOTS		204.35	
	AMAZON : JC SAFETY SUPPLIES		149.58	
	SAFETY.BLR.COM : SAFETY TRAINING PORTAL		1,295.00	
	SV CHAMBER : HR WORKSHOP		14.00	
	AMAZON : ADM VEHICLE BATTERY STARTER/AIR COMPRESSOR		87.38	
	AMAZON : SS VEHICLE MAINTENANCE		98.20	
	VISTA PRINT : RR NEW EMPLOYEE BUSINESS CARDS		50.02	
	SANTA FE : JC WATER FOR EMPLOYEES		74.10	
	GFOA : WEBINAR REGISTRATION		150.00	
	MICROSOFT : WINDOWS 10 PRO LICENCSE		99.00	
				11,593.57
23565	A & G PUMPING, INC	10/16/2019		
	JR & JC PORTABLE TOILETS		522.13	
				522.13
23566	ADMANOR, INC	10/16/2019		
	CCRM - MEDIA CAMPAIGN		6,786.69	
				6,786.69
23567	ASBURY ENVIRONMENTAL SERVICES	10/16/2019		
	HHW DISPOSAL		80.00	
				80.00
23568	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	10/16/2019		
	JC FEES & PERMITS		37.52	
				37.52
23569	CALIFORNIA HIGHWAY ADOPTION CO.	10/16/2019		
	LITTER ABATEMENT		550.00	
	LITTER ABATEMENT		550.00	
				1,100.00
23570	CALIFORNIA SPECIAL DISTRICTS ASSOCIATION	10/16/2019		
	AGENCY MEMBERSHIP		1,446.00	
				1,446.00
23571	CASCADIA CONSULTING GROUP	10/16/2019		
	WASTE CHARACTERIZATION STUDY		9,591.00	
				9,591.00
23572	CLARK PEST CONTROL, INC	10/16/2019		
	ADMIN PEST CONTROL		93.00	
				93.00
23573	COAST COUNTIES TRUCK & EQUIPMENT CO.	10/16/2019		
	SS VEHICLE MAINTENANCE SUPPLIES		327.94	
				327.94
23574	EDGES ELECTRICAL GROUP, LLC	10/16/2019		
	COMPOST PAD CONSTRUCTION		199.90	
				199.90

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23575	FERGUSON ENTERPRISES INC #795 COMPOST PAD CONSTRUCTION CHLF FACILITY MAINTENANCE	10/16/2019	4,140.14 62.10	4,202.24
23576	FULL STEAM STAFFING LLC TEMPORARY LABOR TEMPORARY LABOR	10/16/2019	844.83 6,714.00	7,558.83
23577	GEOSYNTEC CONSULTANTS, INC. CQA JC MODULE 7	10/16/2019	53,083.76	53,083.76
23578	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE HHW EQUIPMENT MAINTENANCE	10/16/2019	307.03 204.75	511.78
23579	GONZALES ACE HARDWARE COMPOST PAD CONSTRUCTION JC FACILITY MAINTENANCE SUPPLIES	10/16/2019	811.12 22.70	833.82
23581	GRAINGER HHW FACILITY MAINTENANCE	10/16/2019	547.20	547.20
23582	GRANITE ROCK CO/PAVEX COMPOST PAD CONSTRUCTION	10/16/2019	5,805.25	5,805.25
23583	GREEN MOUNTAIN TECHNOLOGIES, INC. COMPOSTING AERATION AND CONTROLL EQUIPMENT	10/16/2019	14,034.75	14,034.75
23584	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES COMPOST PAD CONSTRUCTION	10/16/2019	163.83 193.21	357.04
23585	GUILLERMINA GUTIERREZ DMM - SOCIAL MARKETING WORKSHOP	10/16/2019	148.00	148.00
23586	HERC RENTALS INC. COMPOST PAD CONSTRUCTION	10/16/2019	320.32	320.32
23587	HOPE SERVICES SSTS LITTER ABATEMENT	10/16/2019	12,202.00	12,202.00
23588	ICONIX WATERWORK (US) INC. COMPOST PAD CONSTRUCTION	10/16/2019	241.65	241.65
23589	INFINITY STAFFING SERVICES, INC. JR CONTRACT LABOR	10/16/2019	911.63	911.63
23590	JANNA FAULK DMM - SOCIAL MARKETING WORKSHOP	10/16/2019	148.00	148.00
23591	KELLY-MOORE PAINT COMPANY INC. SS FACILITY MAINTENANCE	10/16/2019	115.64	115.64
23592	MAESTRO HEALTH FSA ADMINISTRATION FEE	10/16/2019	150.00	150.00
23593	MALLORY CO. INC HHW SAFETY SUPPLIES	10/16/2019	855.52	855.52
23594	MANUEL PEREA TRUCKING, INC. ALL SITES HAULING SERVICES	10/16/2019	300.00	300.00

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Check #	Name	Check Date	Amount	Check Total
23595	MISSION LINEN SUPPLY ALL SITES UNIFORMS	10/16/2019	224.91	224.91
23596	MONTEREY BAY OFFICE PRODUCTS COPIER MAINTENANCE	10/16/2019	519.19	519.19
23597	OFFICE DEPOT ADOBE ACROBAT SOFTWARE ALL SITES OFFICE SUPPLIES	10/16/2019	327.74 1,580.26	1,908.00
23598	ONE STOP AUTO CARE/V & S AUTO CARE, INC ADMIN TOYOTA PRIUS MAINTENANCE	10/16/2019	102.84	102.84
23599	ONHOLD EXPERIENCE TELEPHONE HOLD SERVICE	10/16/2019	207.00	207.00
23600	PROBUILD COMPANY LLC COMPOST PAD CONSTRUCTION	10/16/2019	183.14	183.14
23601	PSTS, INC. ORGANICS SERVICES	10/16/2019	6,063.75	6,063.75
23602	PURE WATER BOTTLING ALL SITES WATER SERVICE	10/16/2019	471.20	471.20
23603	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	10/16/2019	1,545.96	1,545.96
23604	QUINN COMPANY 836H CAT - ENGINE REBUILD	10/16/2019	94,709.92	94,709.92
23605	RAMON N VALLEJO LIVE-SCAN FOR NEW HIRE	10/16/2019	57.00	57.00
23606	REPUBLIC SERVICES #471 ADM BUILDING MONTHLY TRASH SERVICE	10/16/2019	76.98	76.98
23607	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY COMPOST PAD CONSTRUCTION	10/16/2019	6,524.70	6,524.70
23608	SKINNER EQUIPMENT REPAIR, INC. ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	10/16/2019	7,665.25	7,665.25
23610	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	10/16/2019	856.01	856.01
23611	ULINE, INC. JR FACILITY SUPPLIES	10/16/2019	210.64	210.64
23612	UNITED RENTALS (NORTHWEST), INC COMPOST PAD CONSTRUCTION SS LOADER RENTAL	10/16/2019	1,627.26 642.66	2,269.92
23613	VALERIO VARELA JR VEHICLE MAINTENANCE VEHICLE MAINTENANCE	10/16/2019	700.00 13,100.00	13,800.00
23614	VALLEY FABRICATION, INC. JC EQUIPMENT MAINTENANCE SUPPLIES SS STEEL MATERIAL SUPPLIES	10/16/2019	115.26 93.77	209.03
23615	WESTERN EXTERMINATOR COMPANY ALL SITES VECTOR CONTROL	10/16/2019	73.50	73.50

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
23616	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION MONTHLY VEHICLE FUEL	10/16/2019	2,983.79	2,983.79
23617	ASBURY ENVIRONMENTAL SERVICES HHW DISPOSAL	10/23/2019	160.00	160.00
23618	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	10/23/2019	738.77	738.77
23619	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	10/23/2019	114.07	114.07
23620	CARMEL AREA WASTEWATER DISTRICT DE-PACKAGED ORGANICS PROCESSING	10/23/2019	1,360.85	1,360.85
23621	CITY OF GONZALES JC WATER SERVICES MONTHLY HOSTING FEE	10/23/2019	99.86 20,833.33	20,933.19
23622	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE SUPPLIES	10/23/2019	828.18	828.18
23623	CSC OF SALINAS/YUMA ALL SITES VEHICLE MAINTENANCE	10/23/2019	88.41	88.41
23624	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	10/23/2019	39.28	39.28
23625	ERIK LUNA WEEK 3 - BUDDY LUNCH	10/23/2019	38.00	38.00
23626	ERIK LUNA WEEK 4 - BUDDY LUNCH	10/23/2019	38.00	38.00
23627	ERIK LUNA WEEK 2 - BUDDY LUNCH	10/23/2019	38.00	38.00
23628	ERIK LUNA WEEK 1 - BUDDY LUNCH	10/23/2019	38.00	38.00
23629	GEOLOGIC ASSOCIATES, INC. SOLID WASTE CONSULTING SERVICES	10/23/2019	570.50	570.50
23630	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	10/23/2019	3,410.10	3,410.10
23631	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES	10/23/2019	119.25	119.25
23632	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES	10/23/2019	468.87	468.87
23633	KING CITY HARDWARE INC. JC FACILITY MAINTENANCE	10/23/2019	98.21	98.21
23634	MISSION LINEN SUPPLY ALL SITES UNIFORMS	10/23/2019	310.12	310.12
23635	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	10/23/2019	9,212.00	9,212.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
23636	OFFICE DEPOT ALL SITES OFFICE SUPPLIES OFFICE SUPPLIES RETURN	10/23/2019	588.73 (50.67)	538.06
23637	PRICILLIA RODRIGUEZ SS HAULING SERVICES	10/23/2019	6,515.96	6,515.96
23638	PSTS, INC. ORGANICS SERVICES	10/23/2019	866.25	866.25
23639	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE EQUIPMENT PARTS RETURN	10/23/2019	3,084.20 (529.89)	2,554.31
23640	SALINAS NEWSPAPERS, INC. LEGAL NOTICE: NOA RFP PORTABLE SORT LINE	10/23/2019	86.68	86.68
23641	SCS FIELD SERVICES JC, CH & LR ENGINEERING SERVICES	10/23/2019	925.00	925.00
23642	SKINNER EQUIPMENT REPAIR, INC. ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	10/23/2019	2,519.32	2,519.32
23643	SOCIAL VOCATIONAL SERVICES, INC. JC LITTER ABATEMENT	10/23/2019	6,298.88	6,298.88
23644	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	10/23/2019	31,786.21	31,786.21
23646	T. M. FITZGERALD & ASSOCIATES RR-RECYCLING CONTAINERS	10/23/2019	3,608.57	3,608.57
23647	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	10/23/2019	242.00	242.00
23648	A & G PUMPING, INC JC, ORGANICS & JR PORTABLE TOILETS	10/31/2019	553.88	553.88
23649	AAA TARPS SS VEHICLE MAINTENANCE	10/31/2019	242.15	242.15
23650	AGRI-FRAME, INC JC & SS MAINTENANCE SUPPLIES JC ORGANICS MAINTENANCE SUPPLIES	10/31/2019	95.48 59.19	154.67
23651	ALESHIRE & WYNDER, LLP MONTHLY LEGAL SERVICES	10/31/2019	12,526.00	12,526.00
23652	ALLEN BROTHERS OIL INC. (WATSONVILLE) SS VEHICLE MAINTENANCE	10/31/2019	203.09	203.09
23653	ASBURY ENVIRONMENTAL SERVICES HHW DISPOSAL	10/31/2019	80.00	80.00
23654	AUTOZONE LLC. OPS ADM & JC VEHICLE MAINTENANCE & SUPPLIES	10/31/2019	91.72	91.72
23655	BECKS SHOES AND REPAIR SS SAFETY SHOES	10/31/2019	580.74	580.74
23656	BRYAN EQUIPMENT JC FACILITY MAINTENANCE	10/31/2019	67.98	67.98

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
23657	CALIFORNIA LIVE FLOORS, INC., SS VEHICLE MAINTENANCE	10/31/2019	13,026.98	13,026.98
23658	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	10/31/2019	1,231.73	1,231.73
23659	CESAR ZUÑIGA SWANA - WASTECON CONFERENCE	10/31/2019	1,026.76	1,026.76
23660	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE SUPPLIES	10/31/2019	1,774.52	1,774.52
23661	COMCAST ADMIN INTERNET SERVICES	10/31/2019	281.91	281.91
23662	CSC OF SALINAS/YUMA JC FACILITY MAINTENANCE	10/31/2019	231.06	231.06
23663	DEPARTMENT OF MOTOR VEHICLES SS & JC VEHICLE MAINTENANCE	10/31/2019	60.00	60.00
23664	DON CHAPIN INC JC BUNKER BLOCK JC DRAINAGE MODIFICATIONS	10/31/2019	7,175.38 104,620.00	111,795.38
23665	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	10/31/2019	354.17	354.17
23666	ERNEST BELL D. JR ADM, SS & JC JANITORIAL SERVICES	10/31/2019	3,652.00	3,652.00
23667	EXPRESS SAFETY INC SS SAFETY SUPPLIES	10/31/2019	250.59	250.59
23668	FERGUSON ENTERPRISES INC #795 JC ORGANICS CONSTRUCTION SS FACILITY MAINTENANCE & SUPPLIES JC MAINTENANCE SUPPLIES CH FACILITY MAINTENANCE	10/31/2019	165.59 711.68 304.60 65.03	1,246.90
23669	FIRST ALARM ALL SITES SECURITY SERVICES	10/31/2019	2,257.23	2,257.23
23670	FULL STEAM STAFFING LLC SSTS & JC CONTRACT LABOR JC ORGANICS	10/31/2019	4,548.91 5,510.46	10,059.37
23672	GEOSYNTEC CONSULTANTS, INC. JC CQA MODULE 7	10/31/2019	24,926.95	24,926.95
23673	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE JC VEHICLE MAINTENANCE	10/31/2019	17,011.18 1,214.14	18,225.32
23675	GONZALES ACE HARDWARE JC ORGANICS MAINTENANCE SUPPLIES JC FACILITY MAINTENANCE SUPPLIES JC ORGANICS CONSTRUCTION	10/31/2019	54.09 134.69 18.88	207.66
23676	GONZALES TIRE & AUTO SUPPLY SSTS VEHICLE MAINTENANCE	10/31/2019	35.57	35.57

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
23677	GRAINGER SS SAFETY SUPPLIES	10/31/2019	20.77	20.77
23678	GRANITE ROCK CO/PAVEX JC ORGANICS CONSTRUCTION	10/31/2019	1,391.23	1,391.23
23679	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES JC ORGANICS SUPPLIES SS & JC ORGANICS MAINTENANCE CH FACILITY MAINTENANCE	10/31/2019	2,429.11 195.61 1,334.93 109.69	4,069.34
23681	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS EQUIPMENT MAINTENANCE JC FACILITY MAINTENANCE SS VEHICLE MAINTENANCE	10/31/2019	6.56 49.56 51.92	108.04
23682	GUARDIAN SAFETY AND SUPPLY, LLC SS SAFETY SUPPLIES	10/31/2019	172.12	172.12
23683	GUERITO JC & SSTs PORTABLE TOILETS	10/31/2019	1,028.00	1,028.00
23684	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 JC ORGANICS IMPROVEMENTS	10/31/2019	61.80	61.80
23685	HERC RENTALS INC. CH EQUIPMENT RENTAL	10/31/2019	2,674.95	2,674.95
23686	HOME DEPOT ALL SITES FACILITY MAINTENANCE CH FACILITY SUPPLIES JC COMPOST PAD CONSTRUCTION FACILITY SUPPLIES RETURN JC IMPROVEMENTS JC ORGANICS SUPPLIES ADM OFFICE SUPPLIES JC SMALL TOOLS SS VEHICLE MAINTENANCE	10/31/2019	2,700.07 280.45 684.26 (49.19) 942.78 686.38 64.13 188.70 95.33	5,592.91
23689	INFINITY STAFFING SERVICES, INC. JR CONTRACT LABOR	10/31/2019	1,852.50	1,852.50
23690	INTERSTATE BATTERIES JC VEHICLE MAINTENANCE	10/31/2019	101.46	101.46
23691	KELLY-MOORE PAINT COMPANY INC. SS FACILITY MAINTENANCE	10/31/2019	115.09	115.09
23692	KING CITY HARDWARE INC. JC FACILITY MAINTENANCE	10/31/2019	9.34	9.34
23693	LIEBERT CASSIDY WHITMORE LEGAL SERVICES	10/31/2019	114.00	114.00
23694	LOZANO SMITH, LLP LEGAL SERVICES : SEPTEMBER 2019	10/31/2019	574.00	574.00
23695	MALLORY CO. INC HHW SAFETY SUPPLIES	10/31/2019	362.49	362.49
23696	MCMASTER-CARR SUPPLY COMPANY SS FACILITY MAINTENANCE	10/31/2019	209.16	209.16

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
23697	MISSION LINEN SUPPLY ALL SITES UNIFORMS	10/31/2019	144.88	144.88
23698	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT JC AIR BOARD FEES	10/31/2019	8,020.74	8,020.74
23699	MONTEREY CITY DISPOSAL SERVICE, INC. MIXED RECYCLING DIVERSION FEES	10/31/2019	956.12	956.12
23700	MONTEREY COUNTY TREASURER/TAX COLLECTOR ANNUAL PROPERTY TAXES	10/31/2019	7,326.64	7,326.64
23701	MONTEREY NEWSPAPERS PARTNERSHIP RR TECHNICIAN RECRUITMENT	10/31/2019	961.41	961.41
23702	MONTEREY PACIFIC REFUND CREDIT BALANCE	10/31/2019	105.13	105.13
23703	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	10/31/2019	962.13	962.13
23704	ONE STOP AUTO CARE/V & S AUTO CARE, INC HHW EQUIPMENT MAINTENANCE OPS ADM VEHICLE MAINTENANCE	10/31/2019	642.49 501.84	1,144.33
23705	PHILIP SERVICES CORP MONTHLY HHW DISPOSAL & DISPOSAL SUPPLIES	10/31/2019	20,537.19	20,537.19
23706	PINNACLE MEDICAL GROUP PRE-EMPLOYMENT PHYSICAL	10/31/2019	150.00	150.00
23707	PRICILLIA RODRIGUEZ SS HAULING SERVICES	10/31/2019	2,205.94	2,205.94
23708	PROBUILD COMPANY LLC JC & JR FACILITY MAINTENANCE	10/31/2019	1,415.48	1,415.48
23709	PSTS, INC. JC ORGANIC SERVICES ORGANICS SERVICES	10/31/2019	7,674.25 3,070.00	10,744.25
23710	RETURNS R US, INC. HHW HAULING & DISPOSAL	10/31/2019	450.00	450.00
23711	ROBERT BIXBY ASSOCIATES, INC. JC EQUIPMENT MAINTENANCE	10/31/2019	460.30	460.30
23712	RODOLFO RAMIREZ AYALA ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	10/31/2019	1,830.00	1,830.00
23713	RONNIE G. REHN SS FACILITY MAINTENANCE	10/31/2019	7.65	7.65
23714	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY CH FACILITY MAINTENANCE JC ORGANICS INSTALLATIONS	10/31/2019	1,781.49 569.23	2,350.72
23715	SCALES UNLIMITED JC SCALE MAINTENANCE	10/31/2019	279.00	279.00
23716	SCS FIELD SERVICES ALL SITES ENVIRONMENTAL SERVICES NON ROUTINE ALL SITES ROUTINE ENGINEERING SERVICES	10/31/2019	1,014.39 18,485.00	19,499.39

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
23717	SHARPS SOLUTIONS, LLC HHW HAULING AND DISPOSAL	10/31/2019	80.00	80.00
23718	SKINNER EQUIPMENT REPAIR, INC. ALL SITES EQUIPMENT & VEHICLE MAINTENANCE JR FACILITY MAINTENANCE JC ORGANICS FACILITY MAINTENANCE	10/31/2019	7,807.71 192.00 192.00	8,191.71
23720	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	10/31/2019	13,468.78	13,468.78
23721	THE DON CHAPIN COMPANY, INC. CH FACILITY MAINTENANCE	10/31/2019	214.26	214.26
23722	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	10/31/2019	569.67	569.67
23723	ULINE, INC. SS SAFETY SUPPLIES	10/31/2019	78.53	78.53
23724	UNITED RENTALS (NORTHWEST), INC JC FACILITY MAINTENANCE JC CONSTRUCTION JC ORGANICS INTALLATIONS	10/31/2019	84.59 1,317.52 623.65	2,025.76
23725	US BANK CORPORATE PAYMENT SYSTEM CSDA : 2019 BOARD SECRETARY/CLERK CONFERENCE VALS PLUMBING : ADM OFFICE PLUMBING SERVICE COSTCO : ADM & JC OFFICE SUPPLIES AMAZON : ALL SITES SURVEILLANCE AMAZON.COM : ADMINISTRATION SUPPLIES AMAZON.COM : RR DEPARTMENT SUPPLIES SANTA FE : JC BEVERAGES FOR EMPLOYEES SANTA FE : JC BEVERAGES FOR EMPLOYEES SANTA FE : JC BEVERAGES FOR EMPLOYEES BNY : AUDIT CONFIRMATION MIKE'S PIZZA : BOARD MEETING 9/19/19 WALMART : BOARD MEETING 9/19/19 SMART & FINAL : BOARD MEETING 9/19/19 BOSS SAFETY PRODUCTS : SAFETY SUPPLIES COSTCO : ADM OFFICE SUPPLIES CRUCIAL.COM : COMPUTER RAM UPGRADE HOME DEPOT : JC ORG CONSTRUCTION SUPPLIES EXPERIAN : CREDIT CHECKS WALMART : EXECUTIVE COMMITTEE MEETING 9/5/19 FACEBOOK : BOOSTED POSTS/ADVERTISEMENT AMAZON : JC ORGANICS FACILITY MAINTENANCE ATT.COM : MONTHLY FINANCE INTERNET HIVIS SUPPLY : SS SAFETY SUPPLIES HEARTSMART.COM : JR AED BATTERY REPLACEMENT ATT.COM : JC INTERNET SERVICE COSTCO : ADM & JC OFFICE SUPPLIES HARBOR FREIGHT : JC SAFETY SUPPLIES AMAZON : JR RATTLE SNAKE DETERRENT AEP : MEMBERSHIP RENEWAL INTERMEDIA : MONTHLY EXCHANGE SERVER HOSTING NEXTIVA : HR FAX MONTEREY CR GARAGE : EDUCATION OUTREACH MEETING PARKING POLLO LOCO : EMPLOYEE ENGAGEMENT MEETING COSTCO : REPLACEMENT COMPUTER AMAZON : SS DEPARTMENT SUPPLIES DO IT YOURSELF PEST CONTROL : JR RODENT CONTROL HIVIS SUPPLY : SS SAFETY SUPPLIES U-LINE : JC ORGANICS SHELVING STORAGE	10/31/2019	800.00 245.22 109.95 277.05 95.28 265.00 108.32 15.36 49.31 46.00 72.25 44.48 9.18 34.54 75.98 314.62 251.11 199.80 37.89 13.65 170.75 43.23 123.34 126.00 70.00 106.55 83.89 158.94 150.00 359.42 73.46 10.00 49.96 1,431.11 303.44 490.00 173.10 1,271.14	

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2019 to 10/31/2019

Check #	Name	Check Date	Amount	Check Total
	SOLEDAD HARDWARE : JC COMPOST PAD CONSTRUCTION		38.54	
	VERSADESK : ADM CORNER RISER DESK		569.46	
	STEEL TOE SHOES : RR STEEL TOE SHOES		222.92	
	AMAZON : JR VECTOR CONTROL		524.06	
	ONSET : SS VEHICLE SUPPLIES		143.91	
	SMART & FINAL : CH WATER		16.93	
	SANTA FE : JC WATER FOR EMPLOYEES		25.13	
	SANTA FE : JC WATERS FOR EMPLOYEES		34.57	
	ONSET : JC SOFTWARE RENEWAL		300.00	
	MICROSOFT.COM : UPGRADE TO WINDOWS 10 PRO		99.00	
				10,233.84
23731	VALERIO VARELA JR	10/31/2019		
	ALL SITES VEHICLE & EQUIPMENT MAINTENANCE		3,500.00	
	JC & JR FACILITY MAINTENANCE		1,500.00	
	SS & JC EQUIPMENT & VEHICLE MAINTENANCE		1,150.00	
	SS & JC FACILITY MAINTENANCE		4,650.00	
				10,800.00
23733	VALLEY FABRICATION, INC.	10/31/2019		
	JC ORGANICS FACILITY MAINTENANCE		67.30	
	JC IMPROVEMENTS		2,153.54	
	SS STEEL MATERIAL SUPPLIES		348.18	
				2,569.02
23734	VERIZON WIRELESS SERVICES	10/31/2019		
	JC & RR INTERNET SERVICES		76.02	
				76.02
23735	VISION RECYCLING INC	10/31/2019		
	ALL SS & JC GREENWASTE PROCESSING		203,140.98	
	JC GRINDING SERVICES		22,424.16	
				225,565.14
23736	WEST COAST RUBBER RECYCLING, INC	10/31/2019		
	JR TIRE DIVERSION SERVICES		1,950.00	
				1,950.00
23737	WESTERN EXTERMINATOR COMPANY	10/31/2019		
	ALL SITES VECTOR CONTROL		431.50	
				431.50
20-00223-DFT	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	10/25/2019		
	QUARTERLY BOE PAYMENT		86,958.20	
				<u>86,958.20</u>
	Subtotal			1,321,556.71
	Payroll Disbursements			<u>446,337.99</u>
	Grand Total			<u>1,767,894.70</u>



Report to the Board of Directors

ITEM NO. 3

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 23, 2020

From: C. Ray Hendricks, Finance and Administration Manager

Title: November 2019 Claims and Financial Reports

RECOMMENDATIONS

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

DISCUSSION & ANALYSIS

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

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of November 2019, operating revenues exceeded expenditures by \$557,514. Fiscal year 2019-20 to date operating revenues exceeded expenditures by \$1,718,263.

Revenues (Consolidated Statement of Revenues and Expenditures)

After five months of the fiscal year, (41.7% of the fiscal year), revenues total \$10,075,413 or 49.5% of the total annual revenues forecast of \$20,369,805. November Tipping Fees totaled \$6,804,115 or 52.3% of the forecasted total of \$13,015,000.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of November 30, 2019 (41.7% of the fiscal year), year-to-date operating expenditures totaled \$8,357,150. This is 45.3% of the operating budget of \$18,458,000.

Capital Project Expenditures (Consolidated CIP Expenditures Report)

For the month of November 2019, capital project expenditures totaled \$691,204. \$562,060 was for the JC Module 7 Engineering and Construction. \$59,621 was for the Organics Program. \$41,602 was for CH Postclosure Maintenance. \$21,776 was for the LR Postclosure Maintenance.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of November 2019 is attached for review and acceptance. November disbursements total \$1,612,122.88 of which \$447,819.62 was paid from the payroll checking account for payroll and payroll related benefits.

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

Vendor	Services	Amount
Wood Brothers	JC Module 7 Engineering & Construction	\$561,908.60
Vision Recycling	Oct All Sites Greenwaste Processing & C&D Grinding	\$124,496.59

Cash Balances

The Authority's cash position increased \$255,021.66 during November to \$28,603,696.96. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below.

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	4,652,411.65
State & Federal Grants	(79,237.34)
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	124,180.67
Employee Unreimbursed Medical Claims	4,755.49

Committed by Board Policy:

AB939 Services	167,854.90
Undesignated Reserves	-
Designated for Capital Projects Reserve	4,598,804.91
Designated for Environmental Impairment Reserve	1,651,462.97
Designated for Operating Reserve	1,651,462.97
Expansion Fund (South Valley Revenues)	8,513,544.55

Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	768,986.76
Lewis Road Post Closure	188,807.81
Jolon Road Post Closure	102,964.33
Capital Improvement Projects	5,832,658.52

Available for Operations:

425,038.77

Total

28,603,696.96

ATTACHMENTS

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

Salinas Valley Solid Waste Authority

Consolidated Statement of Revenues and Expenditure

For Period Ending November 30, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Revenue Summary</u>							
Tipping Fees - Solid Waste	13,015,000	1,263,694	6,804,115	52.3 %	6,210,885	0	6,210,885
Tipping Fees - Surcharge	1,421,775	117,155	596,909	42.0 %	824,866	0	824,866
Tipping Fees - Diverted Materials	2,236,430	200,764	1,222,362	54.7 %	1,014,068	0	1,014,068
AB939 Service Fee	2,733,000	227,750	1,138,750	41.7 %	1,594,250	0	1,594,250
Charges for Services	130,800	5,701	47,278	36.1 %	83,522	0	83,522
Sales of Materials	267,800	14,898	71,176	26.6 %	196,624	0	196,624
Gas Royalties	265,000	0	72,016	27.2 %	192,984	0	192,984
Investment Earnings	300,000	0	114,737	38.2 %	185,263	0	185,263
Grants/Contributions	0	0	8,071	0.0 %	(8,071)	0	(8,071)
Other Non-Operating Revenue	0	0	0	0.0 %	0	0	0
Total Revenue	20,369,805	1,829,962	10,075,413	49.5 %	10,294,392	0	10,294,392
<u>Expense Summary</u>							
Executive Administration	488,700	39,267	171,432	35.1 %	317,268	78,361	238,907
Administrative Support	420,500	39,650	197,486	47.0 %	223,014	98,990	124,024
Human Resources Administration	213,700	15,156	75,509	35.3 %	138,191	10,629	127,562
Clerk of the Board	183,000	14,071	65,301	35.7 %	117,699	4,565	113,134
Finance Administration	775,100	83,756	284,065	36.6 %	491,035	7,356	483,679
Operations Administration	501,100	44,218	162,316	32.4 %	338,784	7,950	330,834
Resource Recovery	982,450	93,674	356,575	36.3 %	625,875	7,965	617,909
Marketing	75,000	5,373	16,249	21.7 %	58,751	57,441	1,310
Public Education	225,750	20,057	43,597	19.3 %	182,153	114,583	67,570
Household Hazardous Waste	870,900	55,431	271,074	31.1 %	599,826	199,302	400,524
C & D Diversion	136,000	39,092	61,516	45.2 %	74,484	0	74,484
Organics Diversion	1,300,800	100,170	439,485	33.8 %	861,315	585,241	276,073
Diversion Services	24,000	1,950	11,550	48.1 %	12,450	12,200	250

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending November 30, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
JR Transfer Station	581,900	61,072	240,625	41.4 %	341,275	116,547	224,728
JR Recycling Operations	165,500	16,116	50,725	30.6 %	114,775	2,485	112,289
SS Disposal Operations	1,146,700	88,040	476,135	41.5 %	670,565	186,929	483,637
SS Transfer Operations	1,211,300	92,189	555,899	45.9 %	655,401	410,360	245,041
SS Recycling Operations	714,200	53,683	228,256	32.0 %	485,944	96,813	389,130
JC Landfill Operations	2,887,500	215,139	1,073,190	37.2 %	1,814,310	949,444	864,866
JC Recycling Operations	437,400	31,387	134,387	30.7 %	303,013	34,058	268,955
Johnson Canyon ECS	370,300	39,567	103,245	27.9 %	267,055	141,732	125,322
Sun Street ECS	161,100	2,833	33,507	20.8 %	127,593	50,530	77,063
Debt Service - Interest	1,452,400	0	747,670	51.5 %	704,730	0	704,730
Debt Service - Principal	1,897,700	0	1,897,663	100.0 %	37	0	37
Closure Set-Aside	285,000	28,528	155,400	54.5 %	129,600	0	129,600
Cell Construction Set-Aside	950,000	92,027	504,291	53.1 %	445,709	0	445,709
Total Expense	18,458,000	1,272,448	8,357,150	45.3 %	10,100,850	3,173,483	6,927,367
Revenue Over/(Under) Expenses	1,911,805	557,514	1,718,263	89.9 %	193,542	(3,173,483)	3,367,025

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending November 30, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Fund 131 - Crazy Horse Closure Fund</u>							
131 9316 CH Corrective Action Program	253,000	0	0	0.0 %	253,000	0	253,000
131 9319 CH LFG System Improvements	146,500	0	0	0.0 %	146,500	0	146,500
131 9321 CH Postclosure Maintenance	560,000	41,602	190,652	34.0 %	369,348	171,403	197,945
Total Fund 131 - Crazy Horse Closure Fund	959,500	41,602	190,652	19.9 %	768,848	171,403	597,445
<u>Fund 141 - Lewis Road Closure Fund</u>							
141 9402 LR LFG Well Replacement	35,000	0	0	0.0 %	35,000	0	35,000
141 9403 LR Postclosure Maintenance	235,000	21,776	81,653	34.7 %	153,347	79,996	73,351
Total Fund 141 - Lewis Road Closure Fund	270,000	21,776	81,653	30.2 %	188,347	79,996	108,351
<u>Fund 161 - Jolon Road Closure Fund</u>							
161 9604 JR Postclosure Maintenance	260,000	2,829	157,036	60.4 %	102,964	27,366	75,598
Total Fund 161 - Jolon Road Closure Fund	260,000	2,829	157,036	60.4 %	102,964	27,366	75,598
<u>Fund 180 - Expansion Fund</u>							
180 9804 Long Range Facility Needs EIR	335,395	0	0	0.0 %	335,395	335,395	0
180 9806 Long Range Financial Model	28,388	0	0	0.0 %	28,388	0	28,388
180 9807 GOE Autoclave Final Project	100,000	0	0	0.0 %	100,000	0	100,000
Total Fund 180 - Expansion Fund	463,783	0	0	0.0 %	463,783	335,395	128,388
<u>Fund 211 - Grants</u>							
211 9214 Organics Program 2016-17	243,264	0	119,001	48.9 %	124,263	124,263	0
211 9220 Tire Amnesty 2019-20	90,000	0	0	0.0 %	90,000	0	90,000
211 9247 Cal Recycle - CCPP	60,456	0	3,609	6.0 %	56,848	9,200	47,648
211 9253 Cal Recycle - 2017-18 CCPP	13,575	0	1,363	10.0 %	12,212	3,672	8,540
211 9256 Cal Recycle - 2018-19 CCPP	21,848	0	2,200	10.1 %	19,648	3,672	15,976
Total Fund 211 - Grants	429,143	0	126,173	29.4 %	302,970	140,807	162,163

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending November 30, 2019

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
216 9802 Autoclave Demonstration Unit	141,499	0	0	0.0 %	141,499	0	141,499
216 9804 Long Range Facility Needs EIR	180,062	0	0	0.0 %	180,062	0	180,062
Total Fund 216 - Reimbursement Fund	321,560	0	0	0.0 %	321,560	0	321,560
<u>Fund 800 - Capital Improvement Projects Fund</u>							
800 9104 Organics System Expansion Study	143,841	3,184	22,219	15.4 %	121,622	2,109	119,513
800 9105 Concrete Grinding	20,000	0	0	0.0 %	20,000	0	20,000
800 9106 Waste Composition Study	29,543	0	21,277	72.0 %	8,266	8,266	0
800 9107 Scale House Software Upgrade	100,000	0	0	0.0 %	100,000	0	100,000
800 9108 Emergency Generators	200,000	0	0	0.0 %	200,000	0	200,000
800 9214 Organics Program 2016-17	850,000	59,621	295,499	34.8 %	554,501	465,378	89,123
800 9501 JC LFG System Improvements	79,177	0	0	0.0 %	79,177	0	79,177
800 9506 JC Litter Control Barrier	61,343	0	0	0.0 %	61,343	0	61,343
800 9507 JC Corrective Action	225,000	0	0	0.0 %	225,000	0	225,000
800 9526 JC Equipment Replacement	643,708	0	94,710	14.7 %	548,998	0	548,998
800 9527 JC Module 7 Engineering and Cons	2,674,088	562,060	2,113,544	79.0 %	560,545	240,204	320,341
800 9528 JC Roadway Improvements	2,218,937	0	0	0.0 %	2,218,937	0	2,218,937
800 9601 JR Transfer Station Improvements	108,399	0	0	0.0 %	108,399	0	108,399
800 9603 JR Well Replacement	100,000	0	0	0.0 %	100,000	0	100,000
800 9701 SSTS Equipment Replacement	413,858	0	0	0.0 %	413,858	0	413,858
800 9703 SSTS Improvements	10,934	132	3,228	29.5 %	7,705	0	7,705
Total Fund 800 - Capital Improvement Projects	7,878,826	624,997	2,550,477	32.4 %	5,328,350	715,957	4,612,393
Total CIP Expenditures	10,582,814	691,204	3,105,991	29.3 %	7,476,823	1,470,923	6,005,899

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2019 to 11/30/2019

Check #	Name	Check Date	Amount	Check Total
23738	ALBERT MALDONADO 2018-19 ANNUAL REPORT	11/7/2019	386.81	386.81
23739	AON RISK INSURANCE SERVICES WEST, INC . COMMERCIAL PROPERTY WORKER'S COMP PREMIUMS	11/7/2019	88.00 16,201.90	16,289.90
23740	ARAM AND TAVIT KARABETAYI JC FACILITY MAINTENANCE	11/7/2019	154.92	154.92
23741	BC LABORATORIES, INC LABORATORY ANALYTICAL TESTING	11/7/2019	6,093.32	6,093.32
23742	BLUE STRIKE ENVIRONMENTAL SPECIAL EVENT RECYCLING SERVICES	11/7/2019	1,750.00	1,750.00
23743	CALCON SYSTEMS, INC. ANNUAL EFFLUENT FLOW METER ACCURACY CHECK	11/7/2019	1,401.00	1,401.00
23744	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS CSMFO ANNUAL MEMBERSHIP (RH)	11/7/2019	110.00	110.00
23745	D-LUX SCREEN PRINTING INC RR- PUBLIC OUTREACH - LABELS	11/7/2019	2,096.38	2,096.38
23746	DOUGLAS NOLAN SCHOOL ASSEMBLY PROGRAM	11/7/2019	8,500.00	8,500.00
23747	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	11/7/2019	409.38	409.38
23748	EDGE INNOVATE USA, LLC PORTABLE 6-PERSON SORT LINE	11/7/2019	46,868.25	46,868.25
23749	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	11/7/2019	7,555.85	7,555.85
23750	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	11/7/2019	383.23	383.23
23751	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES	11/7/2019	21.60	21.60
23752	HERC RENTALS INC. JC EQUIPMENT RENTAL	11/7/2019	122.74	122.74
23753	HOME DEPOT ALL SITES FACILITY MAINTENANCE SUPPLIES	11/7/2019	1,895.82	1,895.82
23754	**VOID**	11/7/2019	-	-
23755	**VOID**	11/7/2019	-	-
23756	ICONIX WATERWORK (US) INC. JC ORGANICS CONSTRUCTION SUPPLIES	11/7/2019	926.31	926.31

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2019 to 11/30/2019

Check #	Name	Check Date	Amount	Check Total
23757	LINDA VASQUEZ CALPERS EDUCATIONAL FORUM CONFERENCE	11/7/2019	1,170.68	1,170.68
23758	MCGILLOWAY, RAY, BROWN & KAUFMAN FY AUDIT SERVICES	11/7/2019	27,074.00	27,074.00
23759	MISSION LINEN SUPPLY ALL SITES UNIFORMS	11/7/2019	39.26	39.26
23760	MONTEREY COUNTY TREASURER/TAX COLLECTOR ANNUAL PROPERTY TAXES	11/7/2019	21,940.46	21,940.46
23761	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	11/7/2019	325.97	325.97
23762	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES ALL SITES VEHICLE CNG FUEL	11/7/2019	10,165.45 5,081.97	15,247.42
23763	PARADIGM SOFTWARE, LLC PARADIGM ANNUAL SOFTWARE SUPPORT RENEWAL	11/7/2019	22,900.91	22,900.91
23764	PRICILLIA RODRIGUEZ SS HAULING SERVICES	11/7/2019	3,600.96	3,600.96
23765	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE SUPPLIES	11/7/2019	3,782.99	3,782.99
23766	RODOLFO RAMIREZ AYALA ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	11/7/2019	1,540.00	1,540.00
23767	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	11/7/2019	3,102.78	3,102.78
23768	SPRINT NEXTEL ALL SITES CELL PHONE SERVICES	11/7/2019	699.26	699.26
23769	TRI-COUNTY FIRE PROTECTION, INC. HHW SAFETY SUPPLIES	11/7/2019	322.64	322.64
23770	WEST COAST RUBBER RECYCLING, INC TIRE DIVERSION SERVICES	11/7/2019	1,950.00	1,950.00
23771	WOOD BROTHERS, INC. JC MODULE 7 CONSTRUCTION	11/7/2019	561,908.60	561,908.60
23772	4IMPRINT, INC RR- GIVE AWAYS - PENS & PENCILS	11/14/2019	1,941.00	1,941.00
23773	A & G PUMPING, INC ALL SITES PORTABLE TOILETS	11/14/2019	491.63	491.63
23774	ADMANOR, INC RECYCLING PUBLIC ED SVR MARKETING/BRANDING	11/14/2019	807.50 3,372.53	4,180.03
23775	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	11/14/2019	443.21	443.21

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2019 to 11/30/2019

Check #	Name	Check Date	Amount	Check Total
23776	ASBURY ENVIRONMENTAL SERVICES HHW DISPOSAL	11/14/2019	80.00	80.00
23777	AT&T MOBILITY INTERNET SERVICE	11/14/2019	43.23	43.23
23778	BC LABORATORIES, INC LABORATORY ANALYTICAL TESTING	11/14/2019	738.51	738.51
23779	CARMEL AREA WASTEWATER DISTRICT DE-PACKAGED ORGANICS PROCESSING	11/14/2019	1,530.20	1,530.20
23780	CONSTRUCTION & DEMOLITION RECYCLING ASSOCIATION AGENCY MEMBERSHIP	11/14/2019	275.00	275.00
23781	CSC OF SALINAS/YUMA JC MAINTENANCE SUPPLIES	11/14/2019	29.10	29.10
23782	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	11/14/2019	374.16	374.16
23783	EDGES ELECTRICAL GROUP, LLC JC ORGANICS INSTALLATIONS	11/14/2019	4,403.36	4,403.36
23784	ERNESTO NATERA CALPERS EDUCATIONAL FORUM CONFERENCE	11/14/2019	1,089.81	1,089.81
23785	F.A.S.T. SERVICES 2019-20 INTERPRETING SERVICES: PUBLIC MEETINGS	11/14/2019	180.00	180.00
23786	FERGUSON ENTERPRISES INC #795 ALL SITES FACILITY MAINTENANCE SUPPLIES	11/14/2019	810.68	810.68
23787	FULL STEAM STAFFING LLC SSTS & JC CONTRACT LABOR	11/14/2019	4,110.19	4,110.19
23788	GEOLOGIC ASSOCIATES, INC. MONTHLY GROUNDWATER MONITORING SERVICES	11/14/2019	38,125.50	38,125.50
23789	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	11/14/2019	2,671.22	2,671.22
23790	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES	11/14/2019	26.81	26.81
23791	GONZALES TIRE & AUTO SUPPLY JC EQUIPMENT MAINTENANCE	11/14/2019	62.76	62.76
23792	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES	11/14/2019	288.90	288.90
23793	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 JC FACILITY MAINTENANCE	11/14/2019	380.69	380.69
23794	INFINITY STAFFING SERVICES, INC. JR CONTRACT LABOR	11/14/2019	1,886.43	1,886.43
23795	ISCO INDUSTRIES INC JC ORGANICS CONSTRUCTION	11/14/2019	2,471.89	2,471.89

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2019 to 11/30/2019

Check #	Name	Check Date	Amount	Check Total
23796	JANNA FAULK LCW WORKSHOP	11/14/2019	21.00	21.00
23797	KING CITY HARDWARE INC. JC FACILITY MAINTENANCE	11/14/2019	14.13	14.13
23798	MISSION LINEN SUPPLY ALL SITES UNIFORMS	11/14/2019	109.54	109.54
23799	MONICA AMBRIZ PER DIEM LCW WORKSHOP	11/14/2019	16.00	16.00
23800	MONTEREY COUNTY HEALTH DEPARTMENT MO.CO. QUARTERLY REGIONAL FEE	11/14/2019	27,445.31	27,445.31
23801	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS MRWPCA & SEWER SERVICES	11/14/2019	1,233.62	1,233.62
23802	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	11/14/2019	1,283.20	1,283.20
23803	ONE STOP AUTO CARE/V & S AUTO CARE, INC ALL SITES VEHICLE MAINTENANCE	11/14/2019	642.61	642.61
23804	PENINSULA MESSENGER LLC ALL SITES COURIER SERVICES	11/14/2019	709.00	709.00
23805	PROBUILD COMPANY LLC JC & JR FACILITY MAINTENANCE	11/14/2019	7,838.10	7,838.10
23806	PSTS, INC. JC ORGANICS SERVICES	11/14/2019	1,653.75	1,653.75
23807	PURE WATER BOTTLING ALL SITES WATER SERVICE	11/14/2019	517.50	517.50
23808	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	11/14/2019	1,353.74	1,353.74
23809	REPUBLIC SERVICES #471 ADM BUILDING MONTHLY TRASH SERVICE	11/14/2019	76.98	76.98
23810	RODDY TREVINO SAFETY BOOTS REIMBURSEMENT	11/14/2019	20.00	20.00
23811	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY JC ORGANICS CONSTRUCTION SUPPLIES	11/14/2019	527.27	527.27
23812	SCALES UNLIMITED JC SCALE MAINTENANCE	11/14/2019	2,192.00	2,192.00
23813	SKINNER EQUIPMENT REPAIR, INC. ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	11/14/2019	1,655.25	1,655.25
23814	SOCIAL VOCATIONAL SERVICES, INC JC LITTER ABATEMENT	11/14/2019	6,298.88	6,298.88
23815	SOLEDAD TIRE & WHEEL SERVICE, INC. JC VEHICLE MAINTENANCE	11/14/2019	99.50	99.50

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2019 to 11/30/2019

Check #	Name	Check Date	Amount	Check Total
23816	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	11/14/2019	27,331.91	27,331.91
23817	STERICYCLE, INC SHREDDING SERVICE	11/14/2019	87.28	87.28
23818	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	11/14/2019	242.00	242.00
23819	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	11/14/2019	33.01	33.01
23820	VALLEY FABRICATION, INC STEEL MATERIAL SUPPLIES	11/14/2019	76.64	76.64
23821	VISION RECYCLING INC GREENWASTE PROCESSING C&D GRINDING SERVICES	11/14/2019	85,404.58 39,092.01	124,496.59
23822	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION MONTHLY VEHICLE FUEL	11/14/2019	2,638.06	2,638.06
23823	ACE HARDWARE CORPORATION JC ORGANICS MAINTENANCE SUPPLIES	11/21/2019	32.42	32.42
23824	ALESHIRE & WYNDER, LLP MONTHLY LEGAL SERVICES	11/21/2019	2,378.00	2,378.00
23825	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	11/21/2019	2,532.65	2,532.65
23826	BC LABORATORIES, INC LABORATORY ANALYTICAL TESTING	11/21/2019	1,149.48	1,149.48
23827	CALIFORNIA LIVE FLOORS, INC, SS VEHICLE MAINTENANCE	11/21/2019	120.44	120.44
23828	CESAR ZUÑIGA OPS EMPLOYEE APPRECIATION LUNCH	11/21/2019	145.20	145.20
23829	CITY OF GONZALES JC WATER SERVICES MONTHLY HOSTING FEE	11/21/2019	850.73 20,833.33	21,684.06
23830	CLARK PEST CONTROL, INC ADMIN PEST CONTROL	11/21/2019	93.00	93.00
23831	CLINTON HENDRICKS LAIF CONFERENCE TRAVEL REIMBURSEMENT	11/21/2019	383.95	383.95
23832	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE SUPPLIES	11/21/2019	474.64	474.64
23833	ENRIQUE CARRILLO JR. ALL SITES TIRE REPAIR	11/21/2019	4,361.24	4,361.24
23834	FIRST NIGHT MONTEREY, INC GREENFIELD HARVEST FESTIVAL SPONSORSHIP	11/21/2019	2,000.00	2,000.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2019 to 11/30/2019

Check #	Name	Check Date	Amount	Check Total
23835	FULL STEAM STAFFING LLC SSTS & JC CONTRACT LABOR	11/21/2019	1,722.38	1,722.38
23836	GEOLOGIC ASSOCIATES, INC. JC GW MONITORING	11/21/2019	1,163.50	1,163.50
23837	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	11/21/2019	593.24	593.24
23838	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES	11/21/2019	116.96	116.96
23839	GRAINGER ALL SITES FACILITY MAINTENANCE SUPPLIES	11/21/2019	1,384.21	1,384.21
23840	INFINITY STAFFING SERVICES, INC. JR CONTRACT LABOR	11/21/2019	1,677.00	1,677.00
23841	KING CITY HARDWARE INC. JC FACILITY MAINTENANCE	11/21/2019	27.69	27.69
23842	MAESTRO HEALTH FSA ADMINISTRATION FEE	11/21/2019	150.00	150.00
23843	MARK E. FETZER HHW TRAINING	11/21/2019	650.00	650.00
23844	MCMASTER-CARR SUPPLY COMPANY SS FACILITY MAINTENANCE	11/21/2019	454.56	454.56
23845	MISSION LINEN SUPPLY ALL SITES UNIFORMS	11/21/2019	109.54	109.54
23846	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	11/21/2019	9,212.00	9,212.00
23847	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	11/21/2019	1,184.37	1,184.37
23848	ONE STOP AUTO CARE/V & S AUTO CARE, INC ADM VEHICLE MAINTENANCE	11/21/2019	41.75	41.75
23849	OVERHEAD DOOR COMPANY OF SALINAS SS FACILITY MAINTENANCE	11/21/2019	324.38	324.38
23850	PRICILLIA RODRIGUEZ SS HAULING SERVICES	11/21/2019	3,304.29	3,304.29
23851	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	11/21/2019	1,131.07	1,131.07
23852	RODOLFO RAMIREZ AYALA ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	11/21/2019	2,450.00	2,450.00
23853	ROSSI BROS TIRE & AUTO SERVICE ALL SITES VEHICLE & EQUIPMENT MAINTENANCE	11/21/2019	554.36	554.36
23854	SALINAS FALSE ALARM REDUCTION PROGRAM SS BUILDING ALARM PROGRAM FEE	11/21/2019	68.25	68.25

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2019 to 11/30/2019

Check #	Name	Check Date	Amount	Check Total
23855	SCS FIELD SERVICES ALL SITES ENVIRONMENTAL SERVICES NON ROUTINE ALL SITES ROUTINE ENGINEERING SERVICES	11/21/2019	10,490.41 23,760.00	34,250.41
23856	**VOID**	11/21/2019	-	-
23857	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	11/21/2019	14,889.46	14,889.46
23858	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	11/21/2019	612.62	612.62
23859	US BANK CORPORATE PAYMENT SYSTEM TRAK 4 : JC TRASH PUMP GPS TRACKING COSTCO : OPS ADM COMPUTER REPLACEMENT AMERICAN AIRLINES : OPS ADM LUGGAGE FEE AMAZON : WALLY TRAILER GPS TRACKER IDEASTATE PROMOTION: GIVEAWAY! IDEASTATE PROMOTION: GIVEAWAY! EVERMAP:PLUGIN FOR EMAILING STATEMENTS AMAZON.COM: TRAINING MATERIAL AMAZON.COM: TRAINING MATERIAL BESTBUY: ADMINISTRATION CAMERA ACTION RESEARCH : TRAINING REGISTRATION COSTCO: ADMINISTRATION OFFICE SUPPLIES EXPERIAN:CREDIT CHECKS SMART & FINAL: EXECUTIVE COMMITTEE MEETING MIKE'S PIZZA : OPS EMPLOYEE RECOGNITION AMAZON: JC EQUIPMENT MAINTENANCE FACEBOOK: BOOSTED POSTS/ADVERTISEMENTS R & S SUPPLY : JR FACILITY MAINTENANCE ATT.COM: MONTHLY INTERNET SMART & FINAL : HHW SUPPLIES PRICELINE: SOCIAL MARKETING WORKSHOP ATT.COM:JC INTERNET SERVICE SMART AND FINAL : RR- SPECIAL DEP SUPPLY- LINERS INTERMEDIA : MONTHLY EXCHANGE SERVER HOSTING AMAZON : JC OFFICE SUPPLIES AMERICAN AIRLINES : OPS ADM LUGGAGE FEE COSTCO:REPLACEMENT COMPUTER COSTCO:REPLACEMENT COMPUTER TRAK 4 : RR WALLY TRAILER GPS TRACKING GREEN EDUCATION : RR-SPECIAL DEPT. WEBINAR AMAZON : SS SAFETY SUPPLIES AMAZON : SS SITE SECURITY SURVEY MONKEY : SURVEY SOFTWARE MAYFLOWER CAB : WASTECON CONFERENCE 2019 AMAZON : JC FACILITY & VEHICLE MAINTENANCE VISTAPRINT: OPS ADMINISTRATION BUSINESS CARDS SANTA FE : JC WATER FOR EMPLOYEES	11/21/2019	167.76 1,212.61 30.00 48.80 2,537.50 2,387.50 38.00 118.14 164.47 327.74 1,290.00 50.22 99.90 38.14 164.30 106.62 5.00 1,693.39 43.23 133.21 876.34 70.00 17.47 378.50 511.82 60.00 1,212.61 1,212.61 83.88 15.00 331.30 585.36 99.00 20.40 276.88 71.61 146.71	16,626.02
23860	**VOID**	11/21/2019	-	-
23861	**VOID**	11/21/2019	-	-

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2019 to 11/30/2019

Check #	Name	Check Date	Amount	Check Total
23862	**VOID**	11/21/2019	-	-
23863	**VOID**	11/21/2019	-	-
23864	WESTERN EXTERMINATOR COMPANY ALL SITES VECTOR CONTROL	11/21/2019	431.50	431.50
Subtotal				<u>1,164,303.26</u>
Payroll Disbursements				447,819.62
Grand Total				<u><u>1,612,122.88</u></u>



Report to the Board of Directors

ITEM NO. 4

N/A

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 23, 2020

From: Mandy Brooks, Resource Recovery Manager

Title: Member and Interagency Activities Report for November and December 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 inspections for the Sun Street Transfer Station (SSTS) were conducted on November 21 and December 17 with no areas of concern or violations observed or noted during either inspection.

The monthly inspections for the Johnson Canyon Landfill (JCLF) and the Composting Facility were conducted on November 20 and December 30 with no areas of concern or violations noted for the inspections.

The monthly inspections of the Jolon Road Transfer Station were completed on November 18 and December 10. An area of concern was noted for the November 18 inspection for a tonnage exceedance on November 12 of approximately 12 tons. No areas of concern or violations were observed during December inspection.

The quarterly inspections of the Jolon Road Landfill (*closed*), Lewis Road Landfill (*closed*), Crazy Horse Landfill (*closed*) and the Crazy Horse Transfer Station were conducted on November 18 and November 27. An area of concern for Jolon Road Landfill inspection was noted due to the late submittal of the 5-year permit review application (no less than 150 days before the permit is due). The application will be submitted in January 2020. No areas of concern or violations were issued during the Lewis Road Landfill or Crazy Horse facility inspections.

CalRecycle

CalRecycle has identified program gaps for the City of Salinas's Commercial Organics Recycling (AB 1826) programs, based on the 2018 Electronic Annual Report, and requested that the City provide an AB 1826 monitoring plan by January 9, 2020. Republic Services and SVR assisted the City by providing a draft plan and documents. The monitoring plan will be reviewed by CalRecycle and if accepted, placed on their March Public Meeting agenda for approval. The City will need to complete the plan in order to avoid being issued a formal compliance order.

Gonzales Clothing Closet Stats

The table below summarizes the 2Q FY 19-20 for the Clothing Closet's distributions.

FY19-20 2Q	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
Oct 2019	5	57	418	36	177
Nov 2019	2	12	362	31	157
Dec 2019	5	89	418	34	172
TOTALS	4 (avg.)	158	1,198	101	506

Clean Up Events

The Greenfield community clean up event was conducted in November. The results are included below along with the October citywide cleanup event in Salinas. No events were conducted in December.

- **Salinas, Citywide:** Republic Services conducted the annual citywide clean up on Oct 26 at the Madison Lane Transfer Station and collected approximately 18.3 tons of trash and 27.2 tons of recyclable materials resulting in a 60% diversion rate for the event.
- **Greenfield:** Tri-Cities Disposal & Recycling conducted a one-day Reuse, Recycle & Clean Up Day on Nov 16 at the Greenfield Public Works Yard. Approximately 12.6 tons of trash and 13.1 tons of recyclable materials resulting in a 51% diversion rate for the event. Approximately 0.8 tons of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.

FY 19-20 Current and Future Events with SVR Staff Participation

(Opportunities for Board Member Participation)

Gonzales:	6/13/20 6/13/20	Gonzales Clean up Event & ABOP Collection, Fairview Middle School Composting Workshop, Fairview Middle School
Greenfield:	1/25/20 5/18 – 5/23 5/23/20	Booth at ACOMI Women's Health Conference Greenfield Reuse, Recycle, & Clean up Week, Tri-Cities Disposal Yard Greenfield Clean up Event: ABOP Collection, Tri-Cities Disposal Yard
King City:	1/30/20 2/20/20 4/18/20 6/27/20	Booth at Farm Day Event, Salinas Valley Fairgrounds Trashion Show Entry, Salinas Valley Fairgrounds King City Spring Clean Up Event & ABOP Collection, Mildred Ave King City Summer Clean Up Event & ABOP Collection, Mildred Ave
Salinas:	1/9/20 1/21/20 1/25/20 1/28/20 1/29/20 2/22/20 3/21/20 3/30/20 5/16/30	Organics Recycling Presentation, Monterey County Farm Bureau Organics Recycling Meeting, City of Salinas Staff Composting Workshop, Jardin El Sol, 139 Sun St School Waste Audit, Jesse Sanchez School Recycling Presentations, Sherwood MCOE Head Start Center Composting Workshop, Jardin El Sol, 139 Sun St Composting Workshop, Jardin El Sol, 139 Sun St School Tour at Sun St Transfer Station, Elkhorn School Composting Workshop, Natividad Creek Garden
Soledad:	5/4 – 5/9	Soledad Reuse, Recycle, & Clean up Week, City Public Works Yard

	5/9/20	Soledad Clean up Event: ABOP Collection, City Public Works Yard
Mo. Co.:	3/7/20	Pajaro Community Clean Up & ABOP Collection, TBD
	3/21/20	Chualar Community Clean Up & ABOP Collection, Lincoln St
	4/4/20	San Lucas Community Clean Up & ABOP Collection, San Benito St
	5/1/20	Composting Presentation, Spreckels Elementary School
	5/2/20	Aromas Community Clean Up & ABOP Collection, Aromas Rd



Report to the Board of Directors

ITEM NO. 5

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: January 23, 2020

From: C. Ray Hendricks, Finance and Administration Manager

Title: December 2019 Quarterly Investments Report

RECOMMENDATION

Staff requests that the Board accepts the December 2019 Quarterly Investments Report.

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

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The vast majority, \$27,750,138.54 (97.57%), of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). For the month ended December 31, 2019, the LAIF effective yield was 2.043%. LAIF is invested as part of the State's Pooled Money Investment Account (PMIA) with a total of \$86.9 Billion as of November 30, 2019. The Authority's LAIF investment of \$27,750,138.54 represents .032% of the PMIA. Attached is a summary of the PMIA portfolio as of December 31, 2019.

ATTACHMENT(S)


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

Attachment No. 1

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

Issuer/Investment	Rate	Balance	Maturity	Moody's Rating
Investments Managed by Authority Treasurer:				
Petty Cash	-	\$ 1,600.00	N/A	N/A
General Checking Account	-	410,550.47	Same day	Aa2
Payroll Checking account	-	204,094.45	Same day	Aa2
General Deposit Account	-	4,138.63	Same day	Aa2
Scalehouse Deposit Account	-	15,666.47	Same day	Aa2
FSA Checking Account	-	5,757.34	Same day	Aa2
LAIF	2.043%	27,750,138.54	Same day	N/A
LAIF - FMV Adjustment		49,144.13		
		<u>\$ 28,441,090.03</u>		

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





CALIFORNIA STATE TREASURER FIONA MA, CPA



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
11/30/19	2.07	2.15	218
12/01/19	2.07	2.15	217
12/02/19	2.07	2.15	219
12/03/19	2.07	2.14	218
12/04/19	2.07	2.14	218
12/05/19	2.06	2.14	219
12/06/19	2.06	2.14	221
12/07/19	2.06	2.14	221
12/08/19	2.06	2.14	221
12/09/19	2.06	2.14	223
12/10/19	2.06	2.14	224
12/11/19	2.05	2.13	225
12/12/19	2.05	2.13	228
12/13/19	2.04	2.13	227
12/14/19	2.04	2.13	227
12/15/19	2.04	2.13	227
12/16/19	2.04	2.13	226
12/17/19	2.04	2.13	226
12/18/19	2.04	2.13	227
12/19/19	2.04	2.13	226
12/20/19	2.03	2.12	224
12/21/19	2.03	2.12	224
12/22/19	2.03	2.12	224
12/23/19	2.03	2.12	222
12/24/19	2.03	2.12	225
12/25/19	2.03	2.12	225
12/26/19	2.03	2.12	224
12/27/19	2.03	2.12	227
12/28/19	2.03	2.12	227
12/29/19	2.03	2.12	227
12/30/19	2.03	2.11	224

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

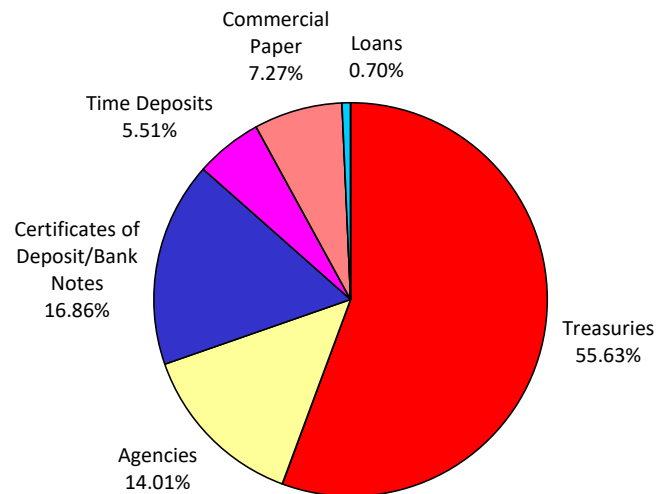
Quarter Ending 09/30/19

Apportionment Rate: 2.45
 Earnings Ratio: .00006701807521016
 Fair Value Factor: 1.001642817
 Daily: 2.25%
 Quarter to Date: 2.34%
 Average Life: 185

PMIA Average Monthly Effective Yields

Dec 2019 2.043
 Nov 2019 2.103
 Oct 2019 2.190

Pooled Money Investment Account Portfolio Composition 11/30/19 \$86.9 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).
 Based on data available as of 01/08/2020



Report to the Board of Directors

ITEM NO. 6

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Legal Counsel

Date: January 23, 2020

From: C. Ray Hendricks, Finance and Administration Manager

Title: A Resolution Approving an Adjustment to the Operating Budget for Fiscal Year 2019-20

RECOMMENDATION

The Executive Committee recommends approval of this item to the Board of Directors. The budget adjustments will ensure that the budget reflects current activity.

FISCAL IMPACT

The net fiscal impact of the recommended budget adjustments is a zero net change to fund balance for the fiscal year.

DISCUSSION & ANALYSIS

Based on activity during the first six months, staff recommends the following budget adjustments:

- Increase estimated solid waste tipping fee revenues by \$342,500
- Increase operating appropriations by \$292,500
- Increase in Capital Improvements Project appropriations by \$50,000

Increase estimated solid waste tipping fee revenues by \$342,500

The budget was written with an estimated 190,000 tons of solid waste for FY 2019-20. Tonnages continue to exceed budgeted amounts. Increasing the budgeted tonnage to 195,000 for FY 2019-20 will increase the budgeted revenue by \$342,500 and is still conservative based on current projections.

Increase operating appropriations by \$292,500

The Board approved the addition of four staff positions on October 24, 2019. One of these positions is funded through our Post Closure Maintenance CIPs. The funding for the first six months of these positions requires an additional allocation of \$161,500 to the Jolon Road and Johnson Canyon sites. The other half of the funding will be incorporated into the FY 2020-21 budget.

Increased tonnage has created additional wear and tear on our vehicles. An additional \$79,000 is needed to fund equipment maintenance and equipment rental necessary to run the Johnson Canyon Operations.

Increases in tonnage projections also require increases to the set asides for closure and new cell construction in the amount of \$52,000.

Increase Capital Improvement appropriations by \$50,000

CIP 9104 – Organics System Expansion Study: The Authority budgeted \$75,000 for consulting support to assist with the Organic Program start-up plan and marketing. Responses to the Requests for Proposals have come in the range of \$125,000, requiring an additional \$50,000 to this CIP for work to be completed.

BACKGROUND

The FY 2019-20 budget is doing well due to constant monitoring by management staff. Approved increases in staffing for south county sites require some adjustments to the budget as stated above. The additional tonnage for solid waste comes with additional costs to operations and set asides. However, the additional revenue from solid waste tonnage will offset the additional costs.

ATTACHMENT(S)

1. Resolution
2. FY 2019-20 Mid-Year Budget Adjustments

RESOLUTION NO. 2020 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AN ADJUSTMENT TO THE OPERATING BUDGET FOR FISCAL YEAR 2019-20

WHEREAS, on March 21, 2019, the Board of Directors of the Salinas Valley Solid Waste Authority approved the FY 2019-20 operating budget; and,

WHEREAS, on October 24, 2019, the Board of Directors of the Salinas Valley Solid Waste Authority approved the addition of four staff positions; and,

WHEREAS, increases in tonnage require other adjustments to the operating budget; and,

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority, that an adjustment to the Operating Budget for Fiscal Year 2019-20, attached hereto as "Exhibit A" is hereby approved; and,

BE IT FURTHER RESOLVED, that a Supplemental Appropriation of \$50,000 to the Capital Improvements Budget 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 meeting duly held on the 23rd day of January 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

Exhibit A
Salinas Valley Solid Waste Authority
FY 2019-20 Budget with Adjustments

	Beginning Budget	Adjustments	Current Budget
<u>Revenues</u>			
Tipping Fees - Solid Waste	13,015,000	342,500	13,357,500
Tipping Fees - Surcharge	1,421,775	-	1,421,775
Tipping Fees - Diverted Materials	2,236,430	-	2,236,430
AB939 Service Fee	2,733,000	-	2,733,000
Charges for Services	130,800	-	130,800
Sales of Materials	267,800	-	267,800
Gas Royalties	265,000	-	265,000
Investment Earnings	300,000	-	300,000
Total Revenues	20,369,805	342,500	20,712,305
<u>Operating Expenditures</u>			
1110 - Executive Administration	488,700	-	488,700
1120 - Administrative Support	420,500	-	420,500
1130 - Human Resources Administration	213,700	-	213,700
1140 - Clerk of the Board	183,000	-	183,000
1200 - Finance Administration	774,100	-	774,100
1300 - Operations Administration	501,100	-	501,100
2100 - Resource Recovery	983,000	-	983,000
2150 - Marketing	77,500	-	77,500
2200 - Public Education	223,700	-	223,700
2300 - Household Hazardous Waste	870,900	-	870,900
2400 - C & D Diversion	136,000	-	136,000
2500 - Organics Diversion	1,300,800	-	1,300,800
2600 - Diversion Services	24,000	-	24,000
3600 - JR Transfer Station	581,900	56,500	638,400
3630 - JR Recycling Operations	165,500	-	165,500
3710 - SS Disposal Operations	1,146,700	-	1,146,700
3720 - SS Transfer Operations	1,229,300	-	1,229,300
3730 - SS Recycling Operations	714,200	-	714,200
4500 - JC Landfill Operations	2,874,500	138,300	3,012,800
4530 - JC Recycling Operations	437,400	45,700	483,100
5500 - Johnson Canyon ECS	370,300	-	370,300
5700 - Sun Street ECS	156,100	-	156,100
6100 - Debt Service - Interest	1,452,400	-	1,452,400
6200 - Debt Service - Principal	1,897,700	-	1,897,700
6605 - Closure Set-Aside	285,000	27,000	312,000
6606 - Cell Construction Set-Aside	950,000	25,000	975,000
Total Operating Expenditures	18,458,000	292,500	18,750,500
Revenues Over/(Under) Expenses	1,911,805	50,000	1,961,805
Use of One Time Surplus	1,624,000	-	1,624,000
Less CIP/Repayments Budget Allocation	(3,535,000)	(50,000)	(3,585,000)
Balance Used for Reserves	805	-	805



Report to the Board of Directors

ITEM NO. 7

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: January 23, 2020

From: Mandy Brooks, Resource Recovery Manager

Title: Resolutions Awarding Professional Service Agreements to SCS Engineers to Conduct SB 1383 Program Planning for the Amount of \$99,750 and to Diversion Strategies & Green Mountain Technologies for Organics & Composting Technical Assistance for the Amount of \$29,300

RECOMMENDATION

Staff recommends adopting two resolutions for this item and awarding professional service agreements to SCS Engineers for SB 1383 program planning for the amount of \$99,750 and to Diversion Strategies & Green Mountain Technologies for organics & composting technical assistance for the amount of \$29,300. These agreements will allow the Authority to plan and implement effective and sustainable resource recovery policies and programs to meet the new organics mandates and ensure production of high quality and marketable compost products.

FISCAL IMPACT

The Request for Proposal (RFP) allowed the Authority to award the proposal components to individual proposers. It was determined that separating the program planning and technical assistance between two proposers was in the best interest of the project. The total project budget is \$129,050. The current budget includes \$79,050 for this item in the Capital Improvement Project 9104. The remaining funds of \$50,000 (Capital Improvement Project 9104) are included in the request to adjust the Operating Budget for Fiscal Year 2019-20 (Item No. 6), also on the agenda.

DISCUSSION & ANALYSIS

On October 24, 2019 the Board approved a resolution releasing a Request for Proposal (RFP) for SB 1383 Program Planning and Organics & Composting Technical Assistance. A competitive RFP was released on October 28 to twenty solid waste & resource recovery consultants and was posted on the Authority's website.

A total of eight proposals were received and due to the unique nature of the RFP, consultants could bid on one or both components of the proposal; program planning, technical assistance, or both. Two proposals were submitted for program planning only from the following consultants; Blue Strike Environmental and Tetra Tech. Six proposals were received for both planning and technical assistance from the following consultants; SCS Engineers, HDR,

Nobel Bioresources, Inc., Diversion Strategies & Green Mountain Technologies, Edgar & Associates, and Clements Environmental & Sloan Vazquez McAfee.

Based on the qualifying factors in the RFP, four proposals (three of which bid on both components of the RFP) scored the highest by the review committee in the required criteria areas. Cost proposals were reviewed for the four proposals and the review committee decided to conduct interviews of the three proposers that provided cost proposals aligned with the budget: SCS Engineers, Diversion Strategies & Green Mountain Technologies, and Edgar & Associates.

Interviews were conducted on January 6 with the interview panel determining that it was in the best interest of the project to split the components between two separate consultants. The review committee scored SCS Engineers the highest for SB 1383 program planning services and scored Diversion Strategies & Green Mountain Technologies the highest for composting technical assistance.

Based on SCS Engineers (SCS) proposal and interview, they have demonstrated specialized work experience and knowledge with more than 50 years of experience in planning and managing sustainable materials management programs with 270 staff and 17 offices in California. SCS is ranked in the top 100 Solid Waste and Recycling Design-Build Firms in North America by Waste360. Diversion Strategies & Green Mountain Technologies (Green Mountain) also demonstrated specialized work experience and knowledge with a combined 50 years of experience in developing organics marketing plans and designing innovative composting facilities that produce high quality compost.

Both Green Mountain and SCS also have intimate knowledge of working with and at the Authority facilities. Green Mountain designed the Aerated Static Pile composting system currently under construction at Johnson Canyon Landfill and SCS provides Environmental Control Systems monitoring and reporting at all Authority facilities. Each agreement is for a one-year term.

In order to ensure the timeline for the proposal process is adhered to, it is recommended that the Board adopt the resolutions authorizing the award of the Professional Services Agreements to SCS for SB 1383 program planning and Diversion Strategies & Green Mountain for composting technical assistance. It is anticipated that reports summarizing the final plans will be presented at the Authority's regular scheduled Board of Directors meeting in December 2020.

BACKGROUND

The Authority's mission is 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 service and education. And for the past 22 years, the Authority has worked to fulfill its mission by effectively implementing and operating integrated waste management systems and programs for its member agencies. The new mandates though pose significant changes in how the organic waste is managed and how waste reduction programs are implemented. Industry expertise is required to develop a comprehensive program plan and composting operations and marketing plans for all member agencies.

Since 2011, Authority and its contracted operator, Vision Recycling, have successfully managed and operated the green waste and wood waste chip and grind operations. The

composting operation is a new line of business that will require some technical assistance and guidance to support its successful start-up.

ATTACHMENT(S)

1. Resolution - SCS
2. Exhibit A – Professional Service Agreement with SCS Engineers
3. Resolution - Diversion Strategies & Green Mountain Technologies
4. Exhibit A – Professional Service Agreement with Diversion Strategies & Green Mountain Technologies

RESOLUTION NO. 2020 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AWARDING AN AGREEMENT TO SCS ENGINEERS FOR SB 1383 PROGRAM PLANNING FOR THE
AMOUNT OF \$99,750**

WHEREAS, on October 28, 2019 the Authority released a Request for Proposals for SB 1383 program planning and organics & composting technical assistance due on November 22, 2019; and,

WHEREAS, eight proposals were received, reviewed, and the top three proposers were interviewed; and,

WHEREAS, it was determined that SCS Engineers demonstrated and met the requirements of specialized experience and project understanding for developing a comprehensive organics recycling program plan to meet SB 1383 mandate requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to award the Professional Services Agreement to SCS Engineers for SB 1383 program planning, as attached hereto and marked "Exhibit A" for the amount of \$99,750.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 23rd day of January 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY
AND
SCS ENGINEERS
TO PROVIDE SB 1383 PROGRAM PLANNING SERVICES

This agreement, made and entered into this 23rd day of January, 2020 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 SCS Engineers (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 Attachment "A," attached hereto and incorporated herein by reference.

2. Completion Schedule

Consultant shall complete the consulting services described in Attachment "A" by December 31, 2020.

3. Compensation

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

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

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

4. Billing

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

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

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

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

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

5. Additional Services

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

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

6. Additional Copies

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

7. Responsibility of Consultant

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

8. Responsibility of Authority

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

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

with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Consultant's services. Authority may unilaterally change its representative upon notice to the Consultant.

- E. Give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any defect in the project.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

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

10. Indemnification and Hold Harmless

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

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

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

Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Authority or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding that relates to indemnified acts to the extent of Contractor's responsibility therefor, and

to the extent they are not covered by Contractor's insurance.

11. Insurance

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

B. Coverage shall be at least as broad as:

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

C. Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Authority. All insurance companies affording coverage shall issue an endorsement to

their policy, committing them to provide thirty (30) days written notice by mail to the Authority should the policy be canceled before the expiration date, or ten (10) days for cancellation for non-payment of premium.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

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

Subcontractors

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

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

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

12. Access to Records

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

13. Assignment

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

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

14. Changes to Scope of Work

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

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

15. Compliance with Laws, Rules, and Regulations

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

16. Licenses

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

17. Fiscal Considerations

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

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

18. Interest of Public Official

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

19. Withholding (Form 730)

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

20. California Residency (Form 590)

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

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

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

22. Independent Contractor

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

23. Exhibits Incorporated

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

24. Integration and Amendment

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

25. Jurisdiction

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

26. Severability

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

27. Notice to Proceed; Progress; Completion

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

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Consultant against all damages,

claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

29. Subcontractors

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

30. Dispute Resolution

A. MEDIATION

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

B. ARBITRATION

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

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

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

31. Termination

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

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

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

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

C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.

D. The rights and remedy of the Authority provided by under this section are not exclusive and are

in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.

- E. Consultant may terminate this Agreement upon 30 days notice in the event of non-payment or other material breach by Authority.

32. Audit and Examination of Accounts

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

33. Extent of Agreement

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

34. Notices

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

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

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

- B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:
Company: SCS Engineers
Name: Michelle Leonard
Address: 438 S Marengo Ave
City/State/Zip: Pasadena, CA 91101

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

35. Nondiscrimination

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

36. Conflict of Interest

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

37. Headings

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

38. Multiple Copies of Agreement

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

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

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

R. Patrick Mathews

Roy C. Santos

General Manager/CAO

Authority General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

CONSULTANT: SCS Engineers

Michelle Leonard
Vice President

Printed Name

Attachments:
Attachment A - Scope of Work & Fee Schedule

Attachment A - Scope of Work & Fee Schedule

SCS ENGINEERS

Environmental Consultants & Contractors

SALINAS VALLEY SOLID WASTE AUTHORITY

SB 1383 PLANNING SCOPE OF WORK

Updated January 12, 2020

PROJECT APPROACH

SB 1383, or the Short-Lived Climate Pollutants Act, establishes methane emissions reduction targets, and grants CalRecycle the authority to pass regulations to achieve those targets. Now in the final rulemaking stage, this new state law has the immediate goal of reducing organic waste sent to landfill and the ultimate objective of reaching statewide methane emissions reduction targets. Specifically, it sets a statewide goal for the reduction in organic waste to landfills—50 percent by 2020, and 75 percent by 2025—in addition to the recovery of 20 percent of edible food waste for human consumption.

SB 1383 will require local governments to provide organics collection to all generators. It also has specific mandates for container systems, education and outreach programs, monitoring and contamination reporting, and enforcement of regulations. As part of the local government's responsibility, the Authority has requested assistance in developing a workplan to identify viable program opportunities and strategies to meet SB 1383 requirements. To develop a comprehensive plan for each Member Agency, SCS will review current programs, the recent waste characterization study, and research the current and future capacity available. As part of this plan, consideration for developing ordinances or other strategies that will assist with organics implementation will be provided, and a review of franchise agreements to understand if amendments will be necessary. We will prepare recommendations for programs that will need to be implemented, perform a cost/benefit analysis of the identified programs, and schedule meetings with Member Agencies and appropriate stakeholders. Recognizing that food waste in Salinas Valley is approximately 30 percent of the overall waste stream, and, of the food waste, approximately 24 percent is potentially donatable food; there is significant opportunity for food waste diversion for the Authority.

It is important to note that SCS recognizes there is a chance that the City of Salinas may withdraw from the Authority. This proposal has included all Member Agencies, including the City of Salinas, in the development of the workplan, organics planning meetings, and final products. We will work closely with the Authority to understand if the direction with developing the plan for Salinas changes at any point.

Our goal is to collaborate closely with the Authority on the project planning and implementation, and communicating with the Member Agencies. You know your community better than anyone, and SCS places significant value in partnerships with our clients, which provides efficiencies in the work, as well as a product that meets the Authority's needs.

SCOPE OF WORK

Authority staff included in the RFP an approach to planning and expanding the organics programs for the Authority. This approach is acceptable to SCS, and our descriptions included below maintain the tasks outlined by the Authority, and include more details on how each task will be completed.

Additionally, it is important to recognize that the final SB 1383 regulations may differ somewhat from the concepts presented over the past year. It is our understanding that the final regulations will be



ready in February 2020. SCS will provide feedback as the process moves along, to confirm the direction of the workplan and the final product align with the final SB 1383 regulations.

Task 1: Meet to Clarify Objectives and Approach

Following the contract award, we will meet with Authority staff to clarify objectives and the approach. This initial discussion is crucial to the development of a plan that provides for comprehensive program planning and cost-effective operations for organics. SCS will provide a data request list for documents that are necessary to develop a programmatic plan for each Member Agency. If possible, we would like to receive these documents from the Authority prior to the meeting, so we are able to review and provide feedback or ask questions. This data request list may include annual reports, market research study, waste characterization study report, franchise agreements, planning documents, current operational plans, permits, and/or other pertinent documents as background information.

This initial meeting will serve to set the expectations and timeline for the Scope of Work for SB 1383 planning. SCS will want to learn everything that has been done to date, and discuss strategies and thoughts that the Authority has on how they envision moving forward with SB 1383 programs. It will also establish the best means for ongoing communication and collaboration between the Project Team and the Authority for the duration of this engagement.

Task 1 Deliverables:

- Data request List.
- Meeting notes confirming upcoming actions and next steps.

Task 2: Pre-Plan Development

During this task, SCS will review documents from Task 1, analyze current programs, estimate the organics capacity and marketing needs, perform a cost/benefits analysis, perform site visits at the Authority facilities to develop a draft plan for each Member Agency. This plan will include programs that will assist bridging the gap between current programs and necessary programs for compliance and enforcement of SB 1383. A facility operations procedure will be developed for the composting facility.

SB 1383 Planning

The following four tasks will provide information specific to SB 1383 planning, including outlining SB 1383 requirements and timelines, associated costs, developing a workplan, and preparing for the organics planning meetings with Member Agencies.

Task 2.1: Analyze Current Programs and Estimate Needs

This task will analyze the Authority's current organics collection programs for all sectors, including processing, and determine adequacy to support compliance with SB 1383 requirements by Member Agencies. The following steps will be taken to formulate a plan that is realistic and accurate.

Subtask 2.1.1. Baseline Data

SCS will compile key program statistics to provide a snap shot summary of the current organics program efforts in the Authority service area. Information will be presented for each Member Agency and will include actual 2019 data (if available). This summary information will be prepared using readily available reports provided by the Authority, and is anticipated to include the following information:

- Tons of solid waste, recyclables, mixed organics, food scraps, and C&D collected;
- Reported contamination and residue rates for the current processing facilities;
- Summary of multi-family and commercial account data highlighting the total number of accounts, number of accounts with recyclables, mixed organics, and food scraps collection services (e.g., compliant and non-compliant with AB 341 and AB 1826 and accounts that fall below AB 1826 thresholds); and
- Single-family participation data (e.g., recyclable and organics set out rates, food scraps participation data).

If the information listed above is not readily available, we will discuss with staff if there is similar data that may be substituted.

Subtask 2.1.2. Estimated Organics Disposal

Understanding how much organic material remains in the waste stream is important to provide a baseline for analyzing program options and establishing metrics. SCS will review the Authority's *Salinas Valley Waste Characterization Study 2019 Report* and the current annual tonnage for garbage, recycling and organic material, by sector, for each Member Agency. It is not surprising that each of the six jurisdictions in the Authority's service area has organics as the top material disposal class by weight. SCS will use this data to develop comprehensive organics programs by comparing the waste characterization data to the current organics tonnage.

Subtask 2.1.3. Processing Capacity Available for Organic Material

With SB 1383 regulations almost completed, available organics capacity will be at a premium. Although the new composting facility was constructed to ensure adequate capacity is available for the Salinas Valley needs, it will be important to analyze the volume of organic material that will need to be diverted with new programs, to understand the flow control and allowance for all organic material to be taken to the compost facility (a guarantee). Additional research will be performed on organics capacity opportunities. This task will confirm the capacity, expected volumes, and timeline for program implementation. While the facility is currently permitted to handle up to 26,000 tons per year of organic material, the permit revision increasing tonnage to 75,000 tons per year will not be completed until Fall 2020. Regardless of when the permit process will be completed, SCS will assure that the plan and associated timeline correspond with the availability for additional organics capacity.

Subtask 2.1.4. Food Waste Reduction and Food Recovery Programs

Reducing the quantity of wasted food is a critical element of the sustainable materials management hierarchy, a goal of increased diversion, and a requirement under SB 1383. If we can reduce the production of excess food, then we can lower the amount of material being landfilled and composted.

Research will be performed to identify food waste reduction programs in each Member Agency to identify existing education efforts and available tools to reduce or prevent food waste. Research will be limited to review of information on the Authority's website, and in its public education materials and Member Agencies' websites, to see what, if any, food waste prevention information is provided for residents and businesses.

To learn about current food donation programs in the service area, SCS will talk with the Authority regarding current activities, and reach out to Loaves and Fishes, the Food Bank for Monterey County, Food Technology Noord Oost, Dorothy's Place, Community Pantry, and other partners to identify food pantry partners operating in the service area and to identify any large commercial food generators (e.g., grocery stores) working with the food bank. If needed, we will directly contact the food bank to gather information that was not readily available on the website. SCS will also conduct limited web-based research to identify if other food donation efforts are occurring in the service area. The research effort may be limited to identifying up to eight food donation/rescue programs in the service area. Additionally, SCS will request information on the refrigerated truck recently purchased for the local food bank and from which businesses the 685 tons of edible food come.

As part of this task, SCS will develop a list of existing food waste reduction programs and up to eight food recovery organizations and capacity, develop a food recovery plan and donation program for edible food generators, and depending on availability, will identify funding sources for additional food recovery infrastructure needs.

Task 2.2: Develop Program Options

Based on the minimum program standards in SB 1383 and discussions with staff, we will develop a set of recommended organic waste reduction programs designed to bring the Authority, its Member Agencies, and generators into compliance with SB 1383. We will begin by developing a menu of program options, including the potential for adding ordinances or including recommendations on amendments to current agreements, and then prepare a cost/benefit analysis (Task 2.3) and assessment of key qualitative program considerations for each option. Based on the analysis, we will work with the Authority's staff to formulate initial draft recommendations for review by Member Agencies. As part of the recommendations, SCS will research different ordinances or procurement policies that may be required to meet the requirements of SB 1383.

Additional consideration will be provided and recommendations made for SB 1383 tracking and record keeping requirements. Understanding the current cloud-based software service will assist with providing appropriate recommendations.

During this initial phase of development, the plan will include what programs and actions will be necessary for compliance.

Task 2.3: Prepare Cost Benefit Analysis

SCS will prepare a cost/benefit analysis of each program option identified for each Member Agency. This assessment will provide insight on programmatic costs to better evaluate the option. Our analysis will be performed for the following items:

- Organic waste reduction volumes;
- Capital costs and other program start-up costs;
- Ongoing operations and maintenance costs;
- Potential cost savings such as avoided solid waste collection and disposal costs;
- Estimated impact on annual total system cost; and
- Cost per diverted ton.

The cost/benefit analysis will be customized to the Authority, program cost estimates will be customized by SCS by drawing on the Authority's collection, processing, and disposal cost data and route operating statistics, where available from the haulers.

In our assessment of program options, our goal will be to leverage the Authority's existing programs, to the greatest extent possible, and then to identify opportunities for improvements to enhance the existing programs. This avoids the common and costly approach of recommending replacement of or addition to programs that have not yet achieved maximum cost-effectiveness.

SCS will document all assumptions and calculations used to arrive at the organic waste reduction estimates and cost estimates in a clear, easy-to-follow, Microsoft Excel workbook. The workbook will have a tab that provides a one-page summary of the cost/benefit analysis for the menu of options. The workbook will be presented to the Authority's staff first, and then to the Member Agencies during the organics meeting in Task 2.4, for validation and/or comments on assumptions.

Task 2.4: Organics Planning Meeting Preparation

SCS will prepare for the Member Agency organics planning meetings by establishing an agenda, an executive summary highlighting the options, and cost/benefit analysis, and an outline of key feedback required during the meeting. This material will be provided well in advance of the meeting so the Member Agency representative has time to review prior to the meeting.

The meetings will be scheduled for each Member Agency during the same week if possible, or over a two-week period. It is important to keep the momentum and evaluate feedback for the process, as well as maintain direction from each Member Agency within a reasonable period of time. SCS will attempt to schedule meetings with multiple Member Agencies each day for budget cost efficiency. SCS will discuss with Authority staff the best way to approach each Member Agency, and if necessary will ask for assistance to schedule meeting(s).

Task 2.5: Facility Site Visits

The SCS Team will perform site visits to each of the Authority's facilities to understand the current operation, flow of material, and excess capacity for organics. This information will be used for developing the plan and including specific requirements and needs for each facility.

Task 2 Deliverables:

- Spreadsheet with baseline data (current programs, organics disposal and capacity data, current tonnage).
- List of food reduction program options.
- List of food recovery organizations.
- Draft options for each Member Agency.

Task 3: Organics Planning Meetings

SCS will establish a meeting for the cities of, Gonzales, Greenfield, King City, Salinas, and Soledad, and the eastern unincorporated area of Monterey County. For the Organics Planning meetings, it is recommended that meetings are organized by city and franchised haulers and will not be one large meeting with all stakeholders. This will allow for open dialogue to address unique programs and challenges that individual Member Agencies may face. Each hauler and Member Agency will be asked specific questions with their input and feedback incorporated into the final plan.

Task 3 Deliverables:

- Notes from meetings.

Task 4: Compile Feedback and Conduct Analysis

Based on results from the Organics Planning meetings, SCS will compile existing program information, agency or contractor feedback, and prepare an analysis of associated costs into the draft workplan and/or facility operating procedures. This analysis will confirm that all feedback has been included and the programmatic changes are sustainable and realistic for implementation.

Task 5: Finalize Workplan

A detailed workplan will be provided highlighting new programs, costs and an implementation schedule for each Member Agency. This final draft will be reviewed by Authority staff, prior to sending to the Member Agency.

One set of combined edits for the work plan will be reviewed, and a final document will be updated.

Task 5 Deliverables:

- Final workplans for each Member Agency.

Task 6: Present Plan/Procedures

Following completion of all of the reports, we will present the findings to the Authority. The material required as a deliverable and provided to the Board will include a written, detailed workplan that summarizes new programs and capacity development opportunities. The plan will include, at a minimum:

- An executive summary.

- Introduction and background, including objectives.
- Detailed workplan, associated timelines, costs, etc.
- Evaluation of organics capacity opportunities.
- Template ordinances and procurement policies.

A PowerPoint® presentation will be developed and presented to the Authority's Board of Directors at a regular scheduled meeting.

Task 6 Deliverables:

- Executive summary.
- Template ordinances and procurement policies.
- PowerPoint for Board of Directors meeting.

Task 7: Ongoing Assistance, as Needed

Additional assistance may be necessary for the SB 1383 program plan implementation process. The SCS Team will be available to assist with whatever the Authority deems necessary to implement and provide a sustainable organics program.

FEE SCHEDULE

Budgetary Estimate - Salinas Valley SWA SB 1383 and composting proposal

DESCRIPTION			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Project Total	
			Kick Off Meeting	Pre-Plan Development	Organics Planning Meeting	Compile Feedback And Conduct Analysis	Finalize Plan / Procedures	Present Plan/ Procedures	On-Going Assistance		
<u>Role</u>	<u>Name</u>	<u>Rate \$/Hour</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Cost</u>
SCS											
Project Director	Leonard	\$275	4	16	4	4	12	12	0	52	\$14,300
Project Manager	Bills	\$230	4	40	32	8	24	12	0	120	\$27,600
Financial Manager	Quinn	\$230	2	84	0	0	0	0	0	86	\$19,780
Communications Manager	Coelho	\$170	4	76	32	0	18	12	0	142	\$24,140
Food Recovery Manager	Duran	\$150	0	8	0	0	0	0	0	8	\$1,200
Administrative Staff	Nichols	\$130	0	64	0	8	0	8	0	80	\$10,400
Total Labor		- -	14	288	68	20	54	44	0	488	\$97,420
Other Direct Costs (ODCs)											
		<u>Cost \$/Unit</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Cost</u>
SCS											
Airfare		\$300	0	2	1	0	0	0	0	3	\$900
Auto Rental		\$70	0	2	1	0	0	0	0	3	\$210
Parking		\$20	0	0	0	0	0	0	0	0	\$0
Auto Mileage		\$0.58	200	0	0	0	0	0	0	200	\$116
Per Diem		\$50	0	2	2	0	0	0	0	4	\$200
Lodging		\$200	0	2	1	0	0	0	0	3	\$600
Total ODCs		- -	\$116	\$1,240	\$670	\$0	\$0	\$0	\$0	- -	\$2,026
G&A		15%	\$17.40	\$186.00	\$100.50	\$0.00	\$0.00	\$0.00	\$0.00		\$303.90
Budget by Task			\$3,276	\$56,600	\$14,570	\$3,980	\$11,880	\$9,140	\$0	\$99,750	

RESOLUTION NO. 2020 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AWARDING AN AGREEMENT TO DIVERSION STRATEGIES & GREEN MOUNTAIN TECHNOLOGIES FOR
ORGANICS AND COMPOSTING TECHNICAL ASSISTANCE FOR THE AMOUNT OF \$29,300**

WHEREAS, on October 28, 2019 the Authority released a Request for Proposals for SB 1383 program planning and organics & composting technical assistance due on November 22, 2019; and,

WHEREAS, eight proposals were received, reviewed, and the top three proposers were interviewed; and,

WHEREAS, it was determined that Diversion Strategies & Green Mountain Technologies demonstrated and met the requirements of specialized experience and project understanding for developing organics marketing plans and composting operational procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to award the Professional Services Agreement to Diversion Strategies & Green Mountain Technologies for organics and composting technical assistance, as attached hereto and marked "Exhibit A" for the amount of \$29,300

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 23rd day of January 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY
AND
DIVERSION STRATEGIES & GREEN MOUNTAIN TECHNOLOGIES
TO PROVIDE ORGANICS & COMPOSTING TECHNICAL ASSISTANCE SERVICES

This agreement, made and entered into this 23rd day of January, 2020 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 Diversion Strategies & Green Mountain Technologies (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 Attachment "A," attached hereto and incorporated herein by reference.

2. Completion Schedule

Consultant shall complete the consulting services described in Attachment "A" by December 31, 2020.

3. Compensation

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

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

accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Consultant's principal office. It shall be mandatory for any Contractor or Consultant to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

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

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

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

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

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

5. Additional Services

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

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

6. Additional Copies

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

7. Responsibility of Consultant

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

8. Responsibility of Authority

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

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

with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Consultant's services. Authority may unilaterally change its representative upon notice to the Consultant.

- E. Give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any defect in the project.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

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

10. Indemnification and Hold Harmless

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

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

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

Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Authority or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding that relates to indemnified acts to the extent of Contractor's responsibility therefor, and

to the extent they are not covered by Contractor's insurance.

11. Insurance

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

C. Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Authority. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by mail to the Authority

should the policy be canceled before the expiration date, or ten (10) days for cancellation for non-payment of premium.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

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

Subcontractors

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

Maintenance of insurance by the Consultant as specified in the agreement shall in no way be

interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

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

12. Access to Records

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

13. Assignment

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

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

14. Changes to Scope of Work

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

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

15. Compliance with Laws, Rules, and Regulations

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

16. Licenses

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

17. Fiscal Considerations

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

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

18. Interest of Public Official

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

19. Withholding (Form 730)

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

20. California Residency (Form 590)

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

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

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

22. Independent Contractor

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

23. Exhibits Incorporated

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

24. Integration and Amendment

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

25. Jurisdiction

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

26. Severability

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

27. Notice to Proceed; Progress; Completion

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

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents,

drawings, and/or specifications on any other project without written authorization of the Consultant.

29. Subcontractors

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

30. Dispute Resolution

A. MEDIATION

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

B. ARBITRATION

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

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

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

31. Termination

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

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

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

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

C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.

D. The rights and remedy of the Authority provided by under this section are not exclusive and are

in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.

- E. Consultant may terminate this Agreement upon 30 days notice in the event of non-payment or other material breach by Authority.

32. Audit and Examination of Accounts

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

33. Extent of Agreement

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

34. Notices

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

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

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

- B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:
Company: Diversion Strategies
Name: Erin Merrill
Address: 2110 K Street
City/State/Zip: Sacramento, CA 95816

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

35. Nondiscrimination

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

36. Conflict of Interest

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

37. Headings

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

38. Multiple Copies of Agreement

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

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

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

R. Patrick Mathews

Roy C. Santos

General Manager/CAO

Authority General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

CONSULTANT: Diversion Strategies

Erin Merrill
Owner & Principal

Printed Name

CONSULTANT: Green Mountain Technologies

Michael Bryan-Brown
President

Printed Name

Attachments:
Attachment A - Scope of Work & Fee Schedule

Scope of Work

SB 1383 Program Planning and Organics & Composting Technical Assistance

Task 1: Meet to Clarify Objectives and Approach

Under Task 1, team members from Diversion Strategies and Green Mountain Technologies (“Team”) will meet with Salinas Valley Solid Waste Authority staff to kick off the project. The kickoff meeting will include establishing key project objectives and goals, discussing and finalizing the project approach, data/document needs, finalizing the project schedule and establishing best communication practices between the Team and the Authority.

For purposes of the scope, this task assumes teaming with the other chosen consulting team for the preparation of a meeting agenda, a data/document needs list, and meeting minutes/action items list. It is also assumed that the meeting will require 4 hours with Erin Merrill in attendance and Jeff Gage attending by video/phone.

This task is anticipated to occur following Notice to Proceed, with the distribution of meeting minutes/action items list within a week of the meeting.

Task 2: Pre-Plan Development will be done by the other consultant team

Task 3: Organics Planning Meetings

Under Task 3, Diversion Strategies and Green Mountain Technologies will perform interviews with the current facility operator management and staff (Vision Recycling and SVSWA) to discuss current methods utilized in the daily operations of the composting facility and the marketing of the finished products. Authority member agencies will also be interviewed by Diversion Strategies on their procurement policies for compost products. This task includes the meetings, plus the preparation of summary notes/minutes following each meeting. Diversion Strategies will coordinate information gathered to the other selected consultant team to ensure consistency between the operations plan and marketing plan to the SB 1383 planning. Green Mountain Technologies and Diversion Strategies will participate in additional meetings via GoToMeeting when required.

Task 4: Compile Feedback and Conduct Analysis will be done by the other consultant team



Task 5: Finalize Plan/Procedures

Under Task 5, Diversion Strategies will draft a Marketing Work Plan with the information gained and developed in Task 3 in consultation with Green Mountain Technologies. The Marketing Work Plan will summarize the proposed implementation plans developed as part of Task 3, and present a timeline for adoption, taking into consideration both the regulatory timeframes set forth in the final 1383 rules and implementation feasibility. An outline of program costs and other benefits will also be included.

It is anticipated that the draft of the Marketing Work Plan will take approximately 4-6 weeks to complete following Task 3. Assuming a two-week review period by the Authority and a two-week period to finalize the Marketing Work Plan following review, the total duration for this task is 4-5 weeks.

Green Mountain Technologies in consultation with Diversion Strategies will prepare draft versions of the operations plans for review by SVSWA and Diversion Strategies which will be delivered 3-4 weeks after the completion of Task 3.

After a one-week comment period for the draft plan, Green Mountain Technologies will finalize the Operating Plan and submit it with the Final Marketing Work Plan

Task 6: Present Plan/Procedures

Under this Task, the Team will develop a PowerPoint presentation outlining the Work Plans, for presentation to the Authority Board of Directors. The Team will then present the Work Plans to the Authority at a regularly scheduled meeting.

It is anticipated that it will take 2 weeks to develop the PowerPoint. Assuming a 2-week review period by Authority staff and one week to finalize the presentation, this task is expected to take approximately 5 weeks.

The Diversion Strategies team will attend the presentation of the plan, with Green Mountain Technologies participating remotely via GoToMeeting.





Task 7: On-going Assistance (as needed)

Under Task 7, Green Mountain Technologies will provide ongoing operational and technical support to the contractor responsible for day to day operations of the facility. Green Mountain Technologies will provide the operator with software for creating balanced compost recipes to insure proper performance on the ASP pad. Green Mountain Technologies will have the ability to access remotely the control system with real time data on the composting process. Green Mountain Technologies will make adjustments to operating parameters such as pressure, minimum air flow, Green Mountain Technologies will review time/temperature data and quarterly lab reports to ensure that the compost is meeting target standards. Green Mountain Technologies will track volumes of incoming feedstocks and volume of compost produced to provide projections for market planning. Green Mountain Technologies will provide these services through December 31, 2020 per RFP scope of work.

Additionally, this scope includes additional optional hours for Diversion Strategies to support as the Authority implements SB 1383 programs for compost product procurement.

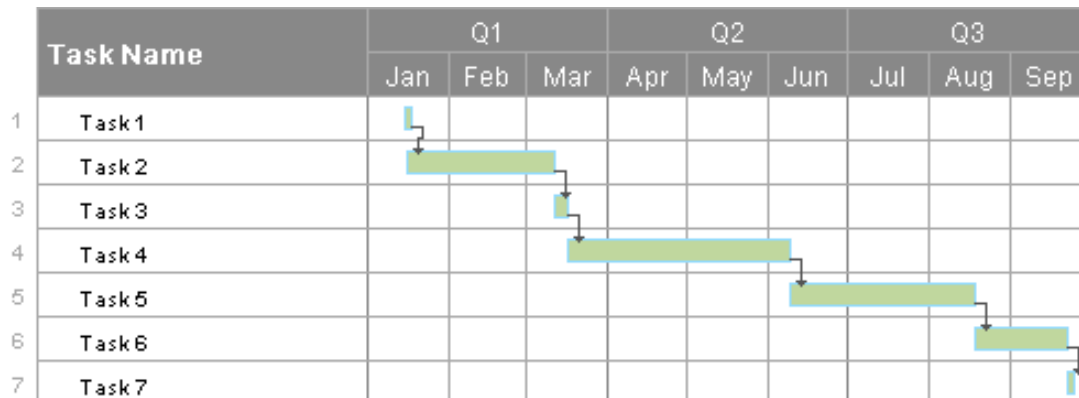


Project Timeline

Following the kick off meeting in Task 1, the project schedule is estimated as follows:

- Task 1: 1 day
- Task 2: 8 weeks – by others
- Task 3: 3 days
- Task 4: 8-12 weeks – by others
- Task 5: 8-10 weeks
- Task 6: 5 weeks
- Task 7: January to December 2020

Assuming a kick-off meeting date of January 15, 2020, it is anticipated that the Final Work Plans would be ready for presentation to the Authority by late September 2020.



Authority Proposal Form and Fee Schedule

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are subject to this Requests for Proposals at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of the Authority's Request for Proposals.

Service or Product Description	Hrs./Qty.	Cost Per Hr./Qty	Total Cost
Task 1: Meet to Clarify Objectives and Approach Phone call			
Diversion Strategies	4	\$250/hr Travel Reimbursement	\$1000.00 \$250.00
Green Mountain Technologies	4	\$175/hr	\$700
Task 3: Organics Planning Meetings			
Diversion Strategies (Marketing)	18	\$250/hr Travel Reimbursement	\$4,500.00 \$250.00
Green Mountain Technologies (Operations)	8	\$175/hr Travel Reimbursement	\$1,400.00 \$850
Task 5: Finalize Plan/Procedures Ops Manual and marketing plan			
Diversion Strategies	32	\$250/hr	\$8,000.00
Green Mountain Technologies	40	\$175/hr	\$7,000.00
Task 6: Present Plan/Procedures			
Diversion Strategies	12	\$250/hr Travel Reimbursement	\$3,000.00 \$250.00
Green Mountain Technologies	12	\$175/hr	\$2,100.00
	Subtotal		\$29,300
	Sales Tax		\$0.00
	TOTAL		\$29,300.00

Optional Services:

The optional services are not a requirement of the RFP but could be incorporated into the final Agreement as determined by the Authority during the evaluation and negotiation process.

Optional Services	Cost
Additional site visits by GMT for kick off meeting, presentation or on-site training	\$2400 per trip
Additional site visits by Diversion Strategies for market support, presentation – full day	\$2250 per trip
Task 7: Ongoing assistance as needed by Green Mountain Technologies	\$8375 ~ at 43 hours



Report to the Board of Directors

ITEM NO. 8

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: January 23, 2020

From: Brian Kennedy – Engineering and Environmental
Compliance Manager

Title: A Resolution Approving Change Order No. 2 to the
Agreement with Geo-Logic Associates in the
Amount of \$78,176 for Solid Waste Consulting and
Engineering Services for the Johnson Canyon Landfill

RECOMMENDATION

Staff requests that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

CIP 9527 has sufficient funding to cover this contract amendment.

DISCUSSION & ANALYSIS

Professional Services related to Johnson Canyon Landfill including the design and engineering of Module VII were awarded to Geo-Logic Associates in February 2018 in the amount \$262,123.00. Included in this contract were items related to long term site planning and updates to closure plans. Due to decisions and challenges surrounding excavated soil stockpile locations, stormwater management, and unanticipated site conditions, much of this work was supplanted for the more urgent engineering needs of the Module 7 construction. As such, there is a need for additional work in the amount of \$78,176 to complete the landfill planning and permitting work originally in the contract.

BACKGROUND

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

ATTACHMENT(S)

1) Resolution 2) Change Order No. 2 3) Scope of Work & Cost Estimate

RESOLUTION NO. 2020-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH GEO-LOGIC ASSOCIATES IN THE AMOUNT OF \$78,176 FOR SOLID WASTE CONSULTING AND ENGINEERING SERVICES FOR THE JOHNSON CANYON LANDFILL

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

WHEREAS, during the project period it was determined that there is a need for additional work to complete items in the original proposal that went unattended for more urgent needs.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute Change Order No. 2 in the amount of \$78,176, with Geo-Logic Associates for solid waste consulting and engineering services as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 23th day of January 2020 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

**EXHIBIT A****AGREEMENT CHANGE ORDER NO. 2**Date: 1-9-2020 Vendor No. _____ P.O. No.: _____.Project Title: Solid Waste Consulting and Engineering Services.To Contractor: Geo-Logic Associates Project No.: 9527.

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

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

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

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

1. **Reason for change:** Additional Consulting and Engineering support needed for Johnson Canyon Landfill
2. **Description of change: Estimated increase of 460 hours of support**
Estimated Increase = \$ 78,176
3. **Change in Re-allocation of Payments:**

	Original Agreement	Change Order
Agreement Amount	\$ 262,123	\$ 78,176
Change Order #1		\$ 17,744
Total Compensation		\$358,043

All other payments remain per the original agreement.

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

Approval Recommended:

Engineering and Environmental Compliance Manager _____ Date _____.

Approval Recommended:

General Manager/CAO _____ Date _____.

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

Accepted:Date _____ Contractor Geo-Logic Associates.

By: _____ Title _____.

**Proposed Scope of Work
Salinas Valley Solid Waste Authority
Johnson Canyon Sanitary Landfill
Solid Waste Consulting and Engineering Services
Master Plan Review and Update, PCPCMP Update, and Corrective Action Plan Update**

As requested by the Salinas valley Solid Waste Authority (Authority) the GLA Team has developed a proposed scope of work for the Johnson Canyon Sanitary Landfill (JCL) consisting of the following tasks:

- Task 1: Master Plan Review and Update
- Task 2: Preliminary Closure/Post-Closure Maintenance Plan Update
- Task 3: Corrective Action Plan Update

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

Task 1 - Master Plan Review and Update

As requested by the Authority, an updated Master Plan for the JCL will be completed by GLA. The current Master Plan was completed over 10 years ago and is outdated. The Master Plan provides a blueprint for the ultimate development of the site. Future cells will be sized to provide optimum capacity desired by the Authority based on waste generation estimates and the Authority's plans for organics diversion and processing. The future cell phasing is dependent on actual and projected waste disposal rates.

GLA will schedule a kickoff meeting with the Authority to outline the goals and parameters of the Master Plan Update. GLA will take notes and provide a summary of the meeting and discussions in the form of a Design Basis Memorandum that will outline the design parameters and provide the basis for completing the Master Plan update. During the kickoff meeting deliverable requirements and schedule will be reviewed and agreed upon.

Remaining Airspace Calculations

GLA will use the most updated aerial and field survey data available and recent and projected incoming tonnage data to calculate the remaining airspace of the existing landfill footprint. GLA will modify existing fill plans created as part of past master planning work to generate the fill plans necessary to complete the calculations.

Waste Generation and Disposal Capacity

GLA will first review the past, current, and future waste intake records and projections to understand the waste stream. Based on the incoming refuse tonnage, GLA will perform an assessment of the future disposal capacity taking into account the daily/interim cover soil usage, future increases in waste generation, soil import, and compaction/density of the waste. This will enable GLA to confirm the annual and cumulative waste disposal volumes, anticipated operations soils requirements, and required future air space utilization rate. This information will enable GLA to evaluate the optimal sizing requirements for the planned future modules based on economies of scale for materials and construction as well as stormwater control, stockpile locations, leachate generation, and other operational considerations.

Grading and Soil Stockpiling Plans

Grading Plans will be developed in a sequential way to achieve an overall cut/fill balance at the site, maximize refuse capacity, minimize leachate sump construction, and reduce leachate and stormwater generation. Stockpiling Plans will be developed to minimize the double handling of soil and to provide the necessary material for daily, interim, and final cover.

GLA will use the information on the design components of the landfill established during the recent Module VII design along with the stability, waste capacity, hydrogeology, and geotechnical evaluations to develop the future landfill modules. The module development will include conceptual grading, stability, construction quantities, interim stormwater collection and internal road development, and disposal capacity/site life. The estimated cost of design, construction, and materials for the cells will also be compiled in order to aid in the future budgetary planning of the landfill.

Revised Master Plan Document

GLA will prepare a revised Master Plan document that summarizes the work detailed above. Based on conversations with the Authority, GLA has assumed that this document will be for internal planning purposes and not for submittal to regulatory agencies.

Deliverables:

- Two hard copies of the revised Master Plan in draft form
- Four hard, bound copies of the revised Master Plan incorporating Authority comments
- Electronic files in original and PDF formats of the revised Master Plan

Task 2 – Preliminary Closure/Post-Closure Maintenance Plan Update

The Monterey County Department of Health (LEA) requested, in an August 2018 letter, that that the Preliminary Closure/Post-closure Maintenance Plan (PCPCMP) and Non-Water release

Corrective Action Plan (NWRCAP) for the JCL be updated prior to the August 2020 permit revision. As requested by the Authority, GLA will update the PCPCMP) and NWRCAP for the JCL. Update of the NWRCAP is included in Task 3 below.

Based on our understanding of the site and the existing PCPCMP, GLA anticipates the following updates to the PCPCMP will be required:

- Update the cost estimates for closure and post-closure maintenance. As required by CCR 27, cost estimates must be updated based on current labor, construction, and equipment rates. GLA will review the existing closure and postclosure maintenance cost estimates in conjunction with the associated plans and update the unit costs based on our current experience with similar projects and types of work. GLA will then incorporate the revised cost estimates into the PCPCMP document.
- Reformat the PCPCMP as a GLA document. The previous PCPCMP was prepared in house by the Authority.
- Incorporate the Evapotranspirative (ET) Cover Report in the PCPCMP. The ET cover will be presented as an optional final closure system for the site. Soil volume calculations and cost estimates will be updated to include the ET Cover.

GLA assumes that there will be one draft submittal of the PCPCMP updates to the Authority. GLA will then address comments and questions from the Authority and then finalize the PCPCMP update for inclusion in the permit application package. One round of Regulator comments and questions on the corrective action plans (described in Task 3) will be completed under this scope of work.

Deliverables:

- Microsoft Word and Excel version, as relevant, of draft and final PCPCMP updates

Task 3 – Corrective Action Plan Estimates Update

Pursuant to CCR 27 Section 22103, corrective action plan cost estimates must be updated every time the PCPCMP are submitted. Because CCR 27 Section 21570 requires the PCPCMP to be submitted with the permit application package, the corrective action plan cost estimates for the water release and non-water release corrective actions plans must be updated.

CCR 27 Section 22102(c)(B) and (C) requires that an independent third-party, not associated with the design or operation of the landfill, prepare the site specific non-water release corrective action cost estimates. As such, GLA proposes to use the services of a third party engineering firm familiar with the requirements for preparing non-water release corrective action plans to update the cost estimate. The previous non-water release corrective action plan will be provided to the third-party consultant for their use in updating the cost estimate.

GLA also proposes to update the water release corrective action cost estimate that is required by CCR 27 Section 20380(b) and is to have been prepared in accordance with Sections 22220-22222. GLA assumes for this proposal that the Authority will provide the most recently

approved water release corrective action cost estimate for our use in updating the unit costs to current values for such based on our experience with similar types of work. As such, GLA has not included effort in this proposal to develop a new water release corrective action plan.

GLA assumes that there will be one draft submittal of the updated non-water and water release corrective action plans to the Authority. GLA will then address comments and questions from the Authority and then finalize the plan and cost estimate for inclusion in the permit application package. One round of Regulator comments and questions on the corrective action plans will be completed under this scope of work.

Deliverables:

- Microsoft Word (*.docx) version of the draft and final updated non-water release corrective action plan and cost estimate.

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

	LABOR								EXPENSES				TOTAL
	PRINCIPAL PROFESSIONAL	SUPERVISING PROFESSIONAL	SENIOR PROFESSIONAL	PROJECT PROFESSIONAL II	STAFF PROFESSIONAL	WORD PROCESSOR	TOTAL HOURS	TOTAL LABOR COST	GLA MISC. EXPENSES	OUTSIDE SERVICES	GLA LAB COSTS	TRAVEL COSTS	
	hr.	hr.	hr.	hr.	hr.	hr.			3%	Cost + 9%			
Task	\$242	\$210	\$196	\$163	\$115	\$79							
1 Master Plan Review and Update	8	52		98	128	4	290	\$43,866	\$1,316			\$370	\$45,552
1.1 - Review of Existing Documentation	2	2		4	4		12	\$2,016	\$60				\$2,076
1.2 - Project Kickoff Meeting		10		10			20	\$3,730	\$112			\$370	\$4,212
1.3 - Prepare Draft Revised Master Plan	4	24		60	100	2	190	\$27,446	\$823				\$28,269
1.4 - Prepare Final Revised Master Plan	2	16		24	24	2	68	\$10,674	\$320				\$10,994
2 Preliminary Closure/Post-Closure Maintenance Plan Update	8	24	16	60	24	12	144	\$23,600	\$708				\$24,308
3 Corrective Action Plan Estimates Update	4	4		8	8	2	26	\$4,190	\$126	\$4,000			\$8,316
Total Hours	20	80	16	166	160	18	460						
Total Cost	\$4,840	\$16,800	\$3,136	\$27,058	\$18,400	\$1,422		\$67,466	\$2,024				\$78,176

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





Report to the Board of Directors

ITEM NO. 9

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos By E.T.

General Counsel

Date: January 23, 2020

From: Brian Kennedy – Engineering and
Environmental Compliance Manager

Title: A Resolution Approving Change Order No. 1
to the Agreement with Geosyntec Consultants
for Solid Waste Construction Quality Assurance
Services for the Johnson Canyon Landfill in the
Amount of \$26,118.64

RECOMMENDATION

Staff requests that the Board adopt the resolution.

FISCAL IMPACT

Construction Improvement Project (CIP) 9527 has sufficient funding to cover this contract amendment.

DISCUSSION & ANALYSIS

On January 24, 2019, the Board approved a contract for Construction Quality Assurance for the Johnson Canyon landfill Module VII Construction Project to Geosyntec Consultants in the amount of \$314,025. Due to decisions and challenges surrounding excavated soil stockpile locations, stormwater management, unanticipated site conditions, and addition material testing, there is a need for additional work in the amount of \$26,118.64 to complete Construction Quality Assurance reporting for Module VII.

BACKGROUND

Like many landfills, the Johnson Canyon is constructed incrementally in lined sections, or cells. To meet Federal, State and local design and compliance mandates, these modules are constructed in such a way as to minimize risks to the environment. Construction includes engineered and compacted subgrades, synthetic liners and other design factors that necessitate the use of highly specialized and experienced consulting companies to perform construction quality assurance to make sure that the project is built as designed.

ATTACHMENT(S)

1. Resolution
2. Exhibit A - Change Order No. 1

RESOLUTION NO. 2020-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH GEOSYNTEC CONSULTANTS FOR SOLID WASTE CONSULTING AND ENGINEERING SERVICES FOR THE JOHNSON CANYON LANDFILL IN THE AMOUNT OF \$25,777

WHEREAS, on January 24, 2019, the Board of Directors of the Salinas Valley Solid Waste Authority awarded an agreement to Geosyntec Consultants for Solid Waste Construction Quality Assurance services for the Johnson Canyon Landfill in the amount of \$314,025.00; and,

WHEREAS, during the project period it was determined that there is a need for additional work to complete for the construction quality assurance for Johnson Canyon Landfill Module VII.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute Change Order No. 1 for an amount of \$26,118.64, with Geosyntec Consultants for solid waste construction quality assurance services as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 23rd day of January 2020 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

**AGREEMENT CHANGE ORDER NO. 1**Date: January 9, 2020 Vendor No. _____ P.O. No.: _____.Project Title: Construction Quality Assurance for Johnson Canyon Landfill Module VII.To Contractor: Geosyntec Consultants Project No.: 9527.

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

NOTE: This change order is not effective until approved by the Board of Directors on January 24, 2020.

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

Change requested by: Brian Kennedy, Engineering and Environmental Compliance Manager.

1. **Reason for change:** Estimated amount of work exceeded the amount noted in the original project award.
2. **Description of change:** Additional time and testing was needed to complete the Construction Assurance report.
3. **Change in Re-allocation of Payments:**

	Original Agreement	Change Order
Agreement Amount	\$ 314,025.00	\$26,118.64
Total Compensation		\$340,143.64

All other payments remain per the original agreement.

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

Approval Recommended: Operations Manager _____ Date _____.

Approval Recommended: General Manager/CAO _____ Date _____.

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

Accepted, Date _____ Contractor _____.

By: _____ Title _____.



Report to the Board of Directors

ITEM NO. 10

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: January 23, 2020

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Ratifying Change Order No. 3 for an Amount of \$124,743.41 to the Construction Contract Awarded to Wood Bros. Inc. for the Johnson Canyon Landfill Module VII Construction

RECOMMENDATION

Staff recommends the Board adopt the resolution ratifying Change Order No. 3 for the construction contract for the Johnson Canyon Landfill Module 7 Construction Project to Wood Bros. Inc. in the amount of \$124,743.41.

FISCAL IMPACT

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

DISCUSSION & ANALYSIS

In the initial design phase of the Johnson Canyon Landfill Module VII project, the Authority's design engineering firm Geo-Logic Associates were given an approximate budget and it was requested that they build a cell of a size that would fit within this budget. The initial cell design was completed, along with a cost estimate which was within this initial budget. Upon further stability analysis, it was determined by Geo-Logic Associates engineers that the cell floor needed to be increased and widened to the west to ensure that the landfilled material would be stable as the height of the waste increased, to which the Authority agreed. Due to an inadvertent transposition of the two estimates by Geo-Logic, several of the quantities that were used in the project bid sheet were of the initial design, which were less than the actual quantities used in the construction. The result is that the Authority constructed a larger landfill than the original bid documents and while we will enjoy the beneficial use of the slightly bigger landfill, it resulted in higher costs than originally awarded.

BACKGROUND

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

The Authority received numerous responses to our bid proposal and the Wood Bros. Inc bid was the lowest at \$3,679,090.50. The original bid combined with all three change orders make the total of the project \$4,156,243.41, which is still below the original engineers estimate of \$4,306,535.00.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Change Order No. 3

RESOLUTION NO. 2020 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY RATIFYING CHANGE ORDER NO.3 FOR AN AMOUNT OF \$124,743.41 TO THE CONSTRUCTION CONTRACT AWARDED TO WOOD BROS. INC. FOR THE JOHNSON CANYON LANDFILL MODULE VII CONSTRUCTION (CIP 9527)

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

WHEREAS, it has been determined that the bid document quantities did not accurately reflecting the final approved construction documents material quantities; and,

WHEREAS, the final Module VII was constructed larger than the bid documents estimated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to approve the Johnson Canyon Landfill Module VII Construction Change Order No. 3 to Wood Bros. Inc. as attached hereto and marked "Exhibit A" for the amount estimated amount of \$124,743.41.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 23rd day of January 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

CONTRACT CHANGE ORDER NO. 3

Page 1 of 1

Date: 1-9-2020 Vendor No. 00111 P.O. No.: 19-01377Project Title: JOHNSON CANYON LANDFILL MODULE 7 CONSTRUCTION PROJECTTo Contractor: Wood Bros. Inc. Project No.: 800-6-9527-63590

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

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

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

Change requested by: Owner - SVSWA

1. Reason for change: Account for unit item overrun.

2. Description of change: Extra Work at Agreed Unit Price
Unit overrun on Subgrade prep, low perm layer, subgrade prep, GCL, geonimbrane, and soil cover.

3. Change in Contract Cost:

Contract Bid Award	\$3,679,090.50
Costs from Previous Change Orders	\$ 352,409.40
Increase This Contract Change Order	<u>\$124,743.41</u>
New Contract Cost (New Encumbrance)	\$4,156,243.31

4. Time of completion will be adjusted as follows: 0 Working DaysApproval Project Manager [Signature] Date 1-14-20

Approval: Assistant General Manager _____ Date _____

Approval: General Manager _____ Date _____

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

Accepted, Date 1/15/2020 Contractor Wood Bros. IncBy: [Signature] Title Project Manager

{insert name here}

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



Report to the Board of Directors

ITEM NO. 11

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: January 23, 2020

From: Brian Kennedy – Engineering and
Environmental Compliance Manager

Title: A Resolution Ratifying the Notice of
Completion for Johnson Canyon Landfill
Module VII Construction Project (CIP 9527)

RECOMMENDATION

Staff requests that the Board ratify the Notice of Completion for Module VII Construction.

FISCAL IMPACT

The Wood Bros. Inc. construction bid with executed change orders for this project is \$4,156,243.31. The anticipated final retention payment is 30 days after the filing of the Notice of Completion at the County's Recorder's office and is \$347,763.81.

DISCUSSION & ANALYSIS

The Authority can now proceed with completing the Final Construction Quality Assurance Report. The Notice of Completion for the project was filed on January 8, as approved by the Executive Committee in the December 5, 2019 meeting. Thirty (30) days after filing the Notice of Completion at the County Recorder's office, staff is allowed to release the Contractor's ten (10) percent retention if Stop Notices are not filed.

BACKGROUND

On November 15, 2018, the Board approved the Construction Document for the Johnson Canyon Landfill Module VII Construction Project (CIP) 9527 and authorized request for bids. The lowest responsive, and responsible, bidder was Wood Bros. Inc. Subsequently, the Board approved the Construction Contract with Wood Bros. Inc. on January 24, 2019. Construction activities pertaining to the Module VII construction started on March 4, 2019 and concluded on November 8, 2019.

ATTACHMENT(S)

1. Resolution
2. Exhibit A - Notice of Completion

RESOLUTION NO. 2020-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY RATIFYING THE NOTICE OF COMPLETION FOR THE JOHNSON CANYON LANDFILL MODULE VII CONSTRUCTION PROJECT (CIP 9527)

WHEREAS, on January 24, 2019 the Board of Directors of the Salinas Valley Solid Waste Authority approved Resolution No. 2019-01, awarding an agreement to Wood Bros. Inc. for the Johnson Canyon Landfill Module VII Landfill Construction Project; and,

WHEREAS, Wood Bros. completed the construction project according to the plans and specifications on November 8, 2019; and,

WHEREAS, the Notice of Completion was issued on January 8, 2020 as allowed by the Executive Committee meeting of December 5, 2019:

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to ratify the Notice of Completion for the Johnson Canyon Landfill Module VII Construction Project (CIP 9527), hereto attached and marked "Exhibit A" and included herein by reference, and to carry out all that is necessary to give effect to that direction.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 23th day of January 2020 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

EXHIBIT A

After recordation return to:

Salinas Valley Solid Waste Authority
128 Sun St., Suite 101
Salinas, California 93901

2020001200

Stephen L. Vagnini
Monterey County Clerk-Recorder

01/09/2020 10:23 AM

Recorded at the request of:
SALINAS VALLEY SOLID WASTE A

Titles: 1 Pages: 1

Fees: \$0.00
Taxes: \$0.00
AMT PAID: \$0.00



Space above this line for Recorder's use

NO FEE DOCUMENT
PURSUANT TO GOVERNMENT CODE
SECTION 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the Salinas Valley Solid Waste Authority (Authority), a Joint Powers Authority, entered into a contract with Wood Bros. Inc. on the 24th day of January 2019, wherein said contractor agreed to perform the work for the Johnson Canyon Landfill Module 7 Construction Project (CIP 9527) according to plans and specifications furnished by the Authority.

The work under said contract was actually completed by the contractor and accepted by the Authority staff on November 8, 2019.

The real property involved in said contract is described as publicly owned and the property interest of the Salinas Valley Solid Waste Authority is in fee.

Dated: December 19, 2019

Salinas Valley Solid Waste Authority,
A public joint powers authority.

By: R. Patrick Mathews
R. Patrick Mathews
Chief Administrative Officer

I certify under penalty of perjury that the foregoing is true and correct.

1-8-2020

Salinas, Ca.

Date

Place

R. Patrick Mathews

Signature:

R. Patrick Mathews

Chief Administrative Officer



Report to the Board of Directors

ITEM NO. 12

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: January 23, 2020

From: Elia Zavala, Contracts & Grants Analyst

Title: A Resolution Approving Supplemental Appropriation of \$10,000 for the Acceptance of Carpet America Recovery Effort's (CARE's) California Carpet Stewardship Program Micro Grant Program for Collection/Reuse – Cycle 2

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

This grant is funded on a reimbursement basis and does not require matching funds. The total project cost is \$17,032.99. The grant amount is \$10,000 and will cover 59% of the total project. The Authority is committed to cover the costs in excess of the grant amount to successfully complete the carpet recycling improvement project. The budget needs to be amended to include the revenue and its associated expenditures, as follows:

Facility	Project	Grant Amount
Sun Street Transfer Station	Two 20'x4' Heavy Duty Roll-off Containers with Lid Covers	\$10,000.00

Grant Amount	10,000.00
SVSWA In-Kind Cost	7,032.99
Total Project Cost	\$17,032.99

DISCUSSION & ANALYSIS

The Authority submitted an application to Carpet America Recycling Effort (CARE) for weather protection of collected carpet received at the Sun Street Transfer Station. On December 16, 2019, the Authority received notice of grant award from CARE. This grant will assist in the purchase of two (2) 20'x4' heavy duty drop body roll off containers with

attached lids. These containers will prevent carpet and padding from getting wet during the rainy season and prevent it from being landfilled due to weather damage.

BACKGROUND

The Authority accepts carpet and padding for recycling at the Sun Street Transfer Station; however, the current storage needs improvement to prevent units from being landfilled especially during the winter season. Currently, the material is collected in an open container and covered with tarps at the end of the day. Enclosed containers will increase the recyclability of all collected carpet materials thus preventing it from being landfilled.

CARE Micro Grants for Carpet Collection and Reuse provides opportunities for agencies like the Authority to increase recyclability of carpet material. The Authority is committed to the sustainability of the project beyond the grant agreement period and properly maintaining the equipment and program, ensuring that the project achieves its intended purpose.

ATTACHEMENT(S)

1. Resolution
2. Grant Agreement

RESOLUTION NO. 2020 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A SUPPLEMENTAL APPROPRIATION OF \$10,000 FOR THE ACCEPTANCE OF CARPET AMERICA RECYCLING EFFORT'S (CARE) CALIFORNIA STEWARDSHIP PROGRAM MICRO GRANT FOR COLLECTION/REUSE PROGRAM – CYCLE 2

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, on December 16, 2019, CARE selected the Authority's application for the Micro Grant for Carpet Collection/Reuse Program – Cycle 2 for funding infrastructure improvements to its carpet recycling program at Sun Street Transfer Station; and,

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority that the CARE's Micro Grants for Carpet Collection/Reuse Program– Cycle 2 is hereby accepted and the supplemental appropriation of \$10,000 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 23rd day of January 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

GRANT AGREEMENT COVER SHEET

CARE 100 (Revised 02/17)

NAME OF GRANT PROGRAM		GRANT NUMBER CCSP-2M20-002M
2019/20 Micro Grants for Collection/Reuse Program		
GRANTEE NAME Salinas Valley Recycles – Sun Street Transfer Station		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0470025	TOTAL GRANT AMOUNT NOT TO EXCEED \$10,000	
TERM OF GRANT AGREEMENT FROM: NTP	TO: January 22, 2021	

The Carpet America Recovery Effort's (CARE) California Carpet Stewardship Program and Salinas Valley Recycles – Sun Street Transfer Station (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions

Exhibit B – Procedures and Requirements

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

Exhibit D – Approved Diversion, Recycled Output, and Secondary Product Numbers

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

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

CARE California Carpet Stewardship Program		GRANTEE'S NAME (PRINT OR TYPE) Salinas Valley Recycles – Sun Street Transfer Station	
SIGNATURE OF CARE'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Executive Director, CARE	DATE	TITLE Contracts & Grants Analyst	DATE 01/24/2020
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 128 Sun Street, Suite 101, Salinas, CA 93901	
CARE GRANT REPRESENTATIVE (GRANT MANAGER): Abbie Beane, Grant Manager CA Carpet Stewardship Program, CARE		GRANTEE GRANT REPRESENTATIVE (Person appointed by grantee as the point of contact vested with signature authority authorized to work with CARE on all grant related issues): Elia Zavala	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$10,000			
FISCAL YEAR/PROGRAM 2019/20 Micro Grant for Collection/Reuse			
FUND TITLE Cycle 2M			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>			
SIGNATURE OF CARE BUDGET OFFICE:		DATE	



Report to the Board of Directors

Date: January 23, 2020
From: Monica Ambriz, Human Resources Supervisor
Title: 2019 Employee Survey Results

ITEM NO. 13

N/A

Finance Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

**A PRESENTATION WILL BE GIVEN
AT THE MEETING**

ITEM No. 13



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

2019 Employee Survey


By: Monica Ambriz
Human Resources Supervisor

Published 01/21/2020

1

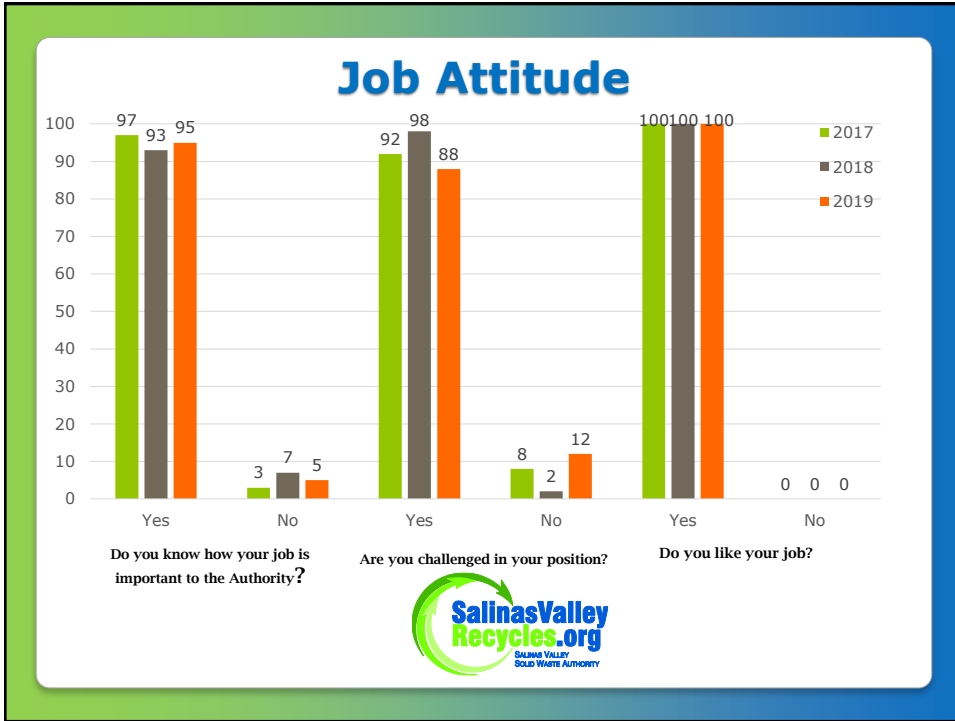
Goal of Survey

- Measure employees:
 - Job Satisfaction
 - Morale
 - Our Organization
 - Engagement
 - Benefits
- Collect ideas for improvement
- Determine any trends

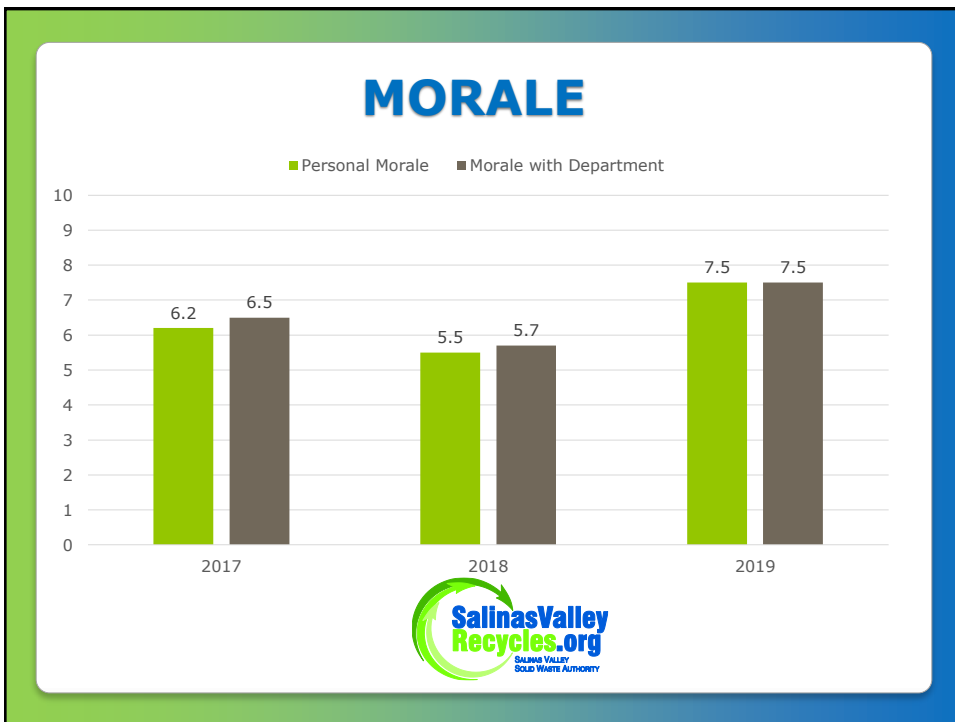


**SalinasValley
Recycles.org**
SALINAS VALLEY
SOLID WASTE AUTHORITY

2

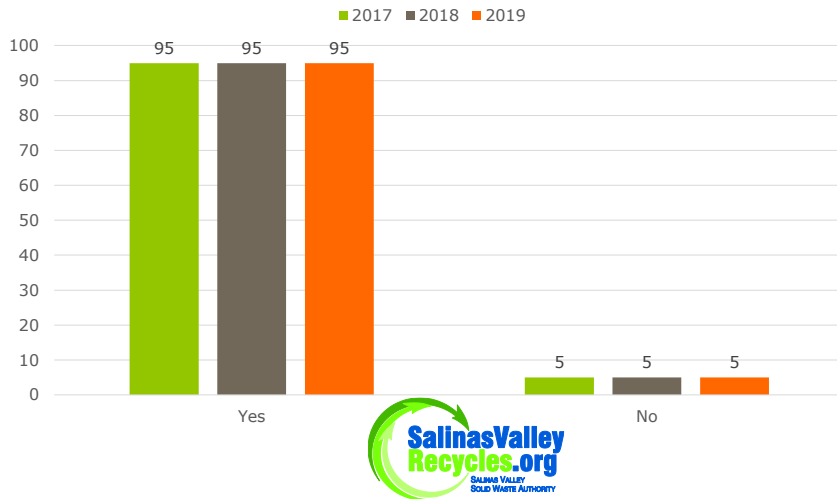


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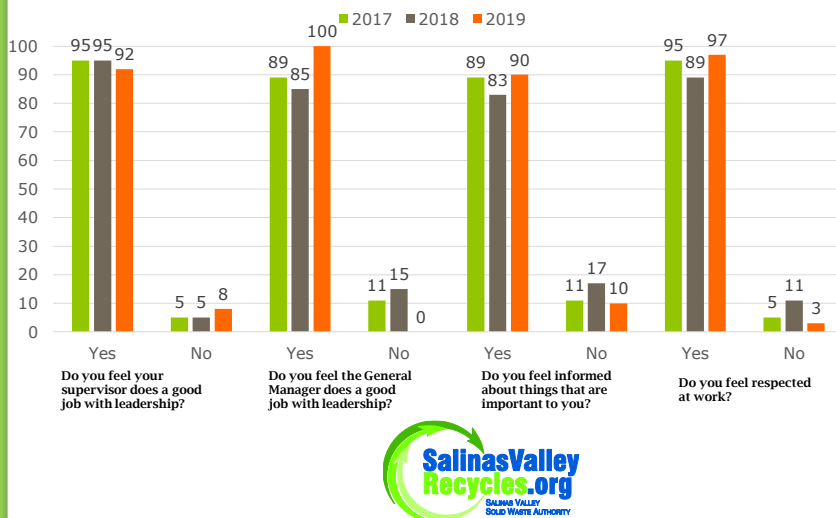
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DO YOU KNOW THE MISSION, VISION & GOALS OF AUTHORITY

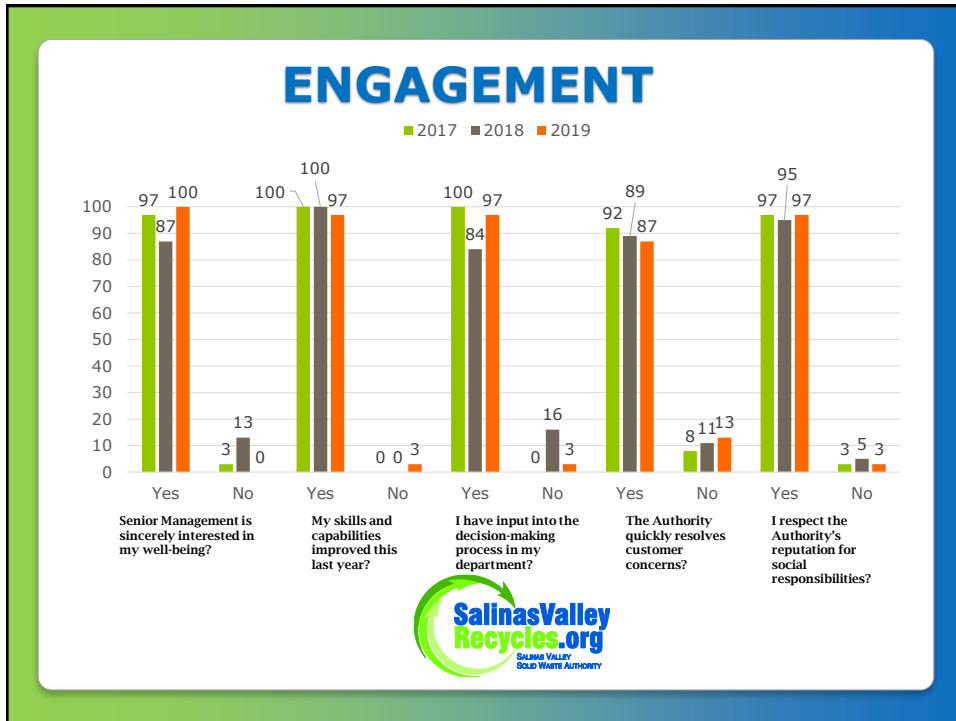


5

GENERAL ATTITUDE



6



7



8

Next Steps

- Each department will meet with their respective managers to gather initiatives for improvement
- Managers and staff to continue with recommending improvements
- Use the survey as benchmark for improving next years responses





Report to the Board of Directors

Date: January 23, 2020

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

ITEM NO. 14

N/A

Finance Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

**AN UPDATE WILL BE GIVEN
AT THE MEETING**



Memorandum

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

DATE: January 10, 2020
TO: Board of Directors
FROM: Finance Committee Chair
SUBJECT: Finance Committee Meeting of January 8, 2020

The Finance Committee met on January 8th at 9:00 a.m., at the District administrative offices. Committee members in attendance were Directors Allion, Bales, and Laska. Staff members in attendance were Tim Flanagan, Peter Skinner, Guy Petrabor, Tim Brownell, Garth Gregson, and Becky Aguilar. Legal Counsel Rob Wellington and Steve Barber from the firm of Barber and Gonzalez Consulting Group were also in attendance.

1. **Discussion on Purchase of Additional Materials Recovery Facility Recycling Processing Equipment.** Staff gave a presentation on the proposed acquisition of the equipment for the MRF including a cardboard separation screen, an optical paper sorting system and robotic separation equipment. There was discussion and comments and questions from the Committee about the cost and revenue implications of adding the new equipment. The Committee approved the proposal to acquire the equipment and recommended the proposal be presented to the District Board at the January 24, 2020 meeting.
2. **Discussion of February Board Strategic Planning Study Session.** Steve Barber of Barber and Gonzalez Consulting Group gave a presentation about the strategic planning session that is scheduled on February 26, 2020. Mr. Barber will also provide a presentation to the full Board at the January 24, 2020 Board meeting.
3. **General Manager Comments.** General Manager reported that staff was informed that City of Salinas staff and County of Monterey staff will be releasing a report sometime in January conveying their review of their current situation and options to evaluate. No details were given to District staff. Staff also continues to meet with Monterey One Water (M1W) on items of mutual interest. Of specific interest is traffic patterns and roadway improvements, long-term energy planning, and impacts of residential development on our shared boundaries. ⊗
4. **Next Meeting Date: Wednesday, February 12, 2020, 9:00 a.m.**

Dennis Allion



Report to the Board of Directors

ITEM NO. 15

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 23, 2020

From: C. Ray Hendricks, Finance and Administration Manager

Title: Request for FY 2020-21 Preliminary Budget Direction

RECOMMENDATION

The Executive Committee recommends forwarding item to the Board of Directors for discussion.

DISCUSSION & ANALYSIS

Staff would like feedback from the Board on the increases and potential ways to maintain a balanced budget. Following are the key increases and staff recommendations for a balanced the budget.

Budget Summary

FY 2019-20 included the final payment of the Capital Purchase Lease that was used to purchase required equipment when the Authority took over operations of Johnson Canyon Landfill. It also included the final repayment of an internal loan taken to purchase equipment when the Authority took over operations of Jolon Road Transfer Station. The amounts used to pay these loans are now included in the CIP budget for future capital equipment replacement needs on a Pay-As-You-Go basis. This will allow the Authority to replace the equipment purchased with these loans with cash on hand rather than having to take out additional debt and interest payments.

The FY 2020-21 Budget includes the third phased-in increase to the organics program fees approved by the Board in September 2017, as well as increases to the C&D rate for the initial staff implementation of the Organics/C&D Recovery Line.

With the continued and sustained increase of solid waste tonnage, the budget can be balanced with no increase to solid waste tipping fees, and an \$82,000 CPI increase to AB939 fees. Other increases to ancillary services have a minimal impact on the budget.

The Authority used \$1,624,000 from FY 2018-19 surpluses to fund \$224,000 in the operating budget for a paydown of the CalPERS Unfunded Actuarial Liability, as well as \$1,400,000 in one-time capital. Following is a consolidated summary of the budget that includes the proposed mid-year budget adjustments. The budget document will compare 2020-21 with all the adjustments approved by the Board. However, the discussion compares the Budget without the use of one-time funds so that we can compare the ongoing operating needs year over year.

	2019-20 (With Mid Year Adjustments)	2019-20 (Without One Time Funds)	2020-21 Proposed Status Quo
<u>Budgeted Revenue</u>			
Operating Revenues	20,712,305	20,712,305	21,644,200
Use of One Time Surplus	1,624,000	-	-
Total Budgeted Revenue	22,336,305	20,712,305	21,644,200
<u>Budgeted Expenditures</u>			
Operating Expenditures	14,425,400	14,201,400	15,000,400
Estimated Set Aside (New Cell)	975,000	975,000	1,000,000
Debt Service	3,350,100	3,350,100	3,136,800
Post Closure	1,055,000	1,055,000	1,055,000
CIP/Repayment Allocation	2,530,000	1,130,000	1,445,000
Total Budgeted Expenditures	22,335,500	20,711,500	21,637,200
Balance Used for Reserves	805	805	7,000

Revenue Increases (\$931,895)

Following is a summary of recommendations that will balance the budget. For reference, the current cost-of-living index for All Urban Consumers in the Greater Bay Area is running approximately **3.0%** for the previous 12 months through October 2019.

<i>5,000-ton increase in solid waste tonnage</i>	\$ 342,500
<i>Organics Fee & Tonnage Increases</i>	219,370
<i>C&D Fee & Tonnage Increases</i>	195,000
<i>Sales of Materials/Gas Royalties</i>	117,200
<i>Investment Earnings</i>	100,000
<i>AB939 fee (3% CPI Increase)</i>	82,000
<i>All Other Revenue Changes</i>	30,400
<i>Transportation Surcharge</i>	(154,575)
Total Revenue Increase	\$ 931,895

Increasing the projected tonnage by 5,000 tons

This would increase the budgeted revenue by **\$342,500**. The Authority has sustained several years of increasing tonnage since 2013. Staff remains cognizant of the effects a future recession could have on the Authority's tonnage, however the sustained increases in tonnage over the last several years provides a comfort level that a conservative tonnage projection of 200,000 is reasonable. Increases in tonnage will increase some tonnage related fees and closure funding expense, but amounts are minimal and are incorporated in the budget.

Increase tipping fees for Expanded Organics Program

On September 21, 2017, the Board approved the expanded organics program to include the addition of Agricultural and food waste composting. A phased-in rate increase over a three-year period was recommended to buffer the impact to rate payers. This will also allow the Authority to run the operations for a couple of years to determine the final cost of the program. Increased rates for FY 2020-21 will produce an additional **\$219,370** in revenue.

Following is the schedule of rate increases approved in concept when the organics program was considered by the Board in September 2017.

	Mixed Organics	Wood Waste
FY 2018-19	38.25	36.25
FY 2019-20	43.00	39.00
FY 2020-21	48.00	42.00

Construction and Demolition

Processing materials through the Organics/C&D sort line for expanded wood waste recovery is more costly than the current process of just grinding to make landfill cover material. Increasing the rate for C&D from \$58.00 per ton to \$62.00 per ton, along with expected increased tonnage will generate an additional **\$195,000** in revenue. Staff expects the rate to eventually be the same rate as the garbage rate. However, staff will reevaluate during the FY 2021-22 budget cycle and phase-in further rate adjustments, if necessary, to make the program fully self-funded.

Sales of Materials/Gas Royalties.

Sales of materials have been trending ahead of budgeted amounts. While markets are still not as strong as they were prior to the "China Sword" some of our sales revenues have held, partially due to increased materials recovery of metals. Also, increases in CPI for Gas Royalties increase the amount of revenue due to the Authority. Revenues are trending **\$117,200** ahead of current budgeted amounts.

Investment Earning

The vast majority of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF), which is invested as part of the State's Pooled Money Investment Account. Returns have started to decrease in recent months. However, returns are still trending much higher than the currently budgeted amount, resulting in an additional **\$100,000** in revenue.

AB939 Fees

AB939 services continues to be supplemented by tipping fees. Staff is recommending a 3% increase to these fees, which will result in an additional **\$82,000** in revenue.

Other Revenue Adjustments

The net impact of all these revenues is an increase of **\$30,400**.

Transportation Surcharge

Staff is recommending an increase to the transportation charge to \$18.50/ton in order to recover the incremental cost of transporting franchise waste from Authority transfer stations. However, due to higher demands from self-haul customers, the capacity that the Authority has to transfer franchise waste has decreased. Staff is expecting a **decrease of \$154,575** from surcharges for transportation revenue.

Budgeted Expenditure Increases (\$709,000)

Payroll Increase	\$ 274,700
Construction and Demolition Program	311,200
Organics Recovery Operations	227,000
Set Asides	33,000
All Other Increases / (Decreases)	(21,900)
Debt Service	(213,300)
Total Operating Budget Increase	610,700
Total CIP Budget Increase	315,000
Total Increases Funded from Operations	\$ 925,700

Payroll Increase

The Authority used \$224,000 in fund balance to pay off the CalPERS UAL at 06-30-2018.

Absent these expenditures, the net increase to payroll is scheduled to be **\$274,700**.

Increases are due to new positions approved by the Board on October 24, 2019, which are partially offset by reductions in overtime and reductions in other payroll expenditures. Other increases are for estimates annual merit increases, as well as a 3% COLA scheduled from the currently approved MOU.

Description	Payroll Budget Increases
New Positions	\$ 161,500
COLA (MOU)	154,500
Merit Increases	108,200
Net All Other Increases/(Decreases)	(149,500)
Total Payroll Increases	274,700
PERS Unfunded Liability Reduction	(224,000)
Net Payroll Increases	<u>\$ 50,700</u>

Staff is requesting two new staff allocations not included in the totals above. An equipment Maintenance Technician I/II, and an Equipment Operator / Driver to assist in the expanded recovery process of Organics, Wood waste and C&D.

The Equipment Maintenance Technician would be in charge of routine maintenance of the equipment at all Authority facilities. Having a technician on site reduces equipment downtime and increases in-house expertise to troubleshoot equipment. The estimated first year salary and benefits for this position is \$136,100. However, there is no impact to the budget since savings from the use of contract maintenance will offset any increase in salary and equipment needed for this position.

The Equipment Operator / Driver will assist in the operation of the new sort line, as well as assist with the expanded organics program. This position will help improve diversion and assist in compliance with SB 1383 at the landfill. The estimated salary and benefits for this position are \$116,400 and are included in the C&D program increases.

Construction and Demolition Program

The C&D and Wood waste Recovery program is expected to increase by **\$311,200**. Costs include a new equipment operator / Driver discussed in the payroll section as well as other costs associated from the implementation of the program and expected increased tonnage.

Expanded Organics Processing

On September 21, 2017, the Board approved the expanded organics program to meet the levels of diversion and greenhouse gas emission reductions required by various state mandates, including the Global Warming Solutions Act (Assembly Bill (AB) 32), the Mandatory Commercial Organics Recycling Program (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 with interim reduction mandates. An Organics grant in the amount \$1.34 million was awarded and accepted from CalRecycle to fund the infrastructure needed for the new organics program.

The increase in cost of the program is **\$227,000**. A large portion of the increase is due to an expected increase in tonnage of 3,000 tons. The capital replacement budget includes \$200,000 in funding in order to ensure that we have funds set aside (pay-as-you-go funding) to replace heavy equipment and de-packaging machine, as well as any continued improvements needed for the composting site.

Set Asides

The budget relies on an increased tonnage projection of 5,000 tons to 200,000 tons in FY 2020-21. Increased tonnage requires additional funds to be allocated to the closure fund as required by CalRecycle as well as the estimated amount needed to fund the construction of the next cell. The total of these amounts is **\$33,000**.

Operational Decreases

The remaining changes in the Operating Budget result in a net **decrease of \$21,900**. Staff continually looks at the budget to see where savings can be found to offset increases needed in other areas of the operation.

Debt Service

Debt Service is scheduled to **decrease \$213,300** in FY 2020-21. When the Authority took over the operations of Johnson Canyon Landfill it took a \$3.6 million Capital Lease Loan to purchase the initial equipment needed for operations. The final payment was made on August 1, 2019. The money used for Capital Lease payments will be used to fund future capital equipment needs on a Pay-As-You-Go basis to reduce or eliminate the need for additional future debt and interest expenses. An additional \$200,000 has been allocated to the CIP budget for ongoing capital equipment replacement.

The following table shows the schedule for all outstanding debt service including interest. Scheduled debt service payments for FY 2020-21 are \$3,136,700.

Fiscal Year	Bond Payment	Capital Lease	Total Debt Service
2018-19	3,135,978	797,594	3,933,572
2019-20	3,134,015	215,938	3,349,952
2020-21	3,136,699		3,136,699
2021-22	3,133,956		3,133,956
2022-23	3,135,730		3,135,730
2023-24	3,136,791		3,136,791
2024-25	3,137,000		3,137,000
2025-26	3,130,838		3,130,838
2026-27	3,132,688		3,132,688
2027-28	2,942,613		2,942,613
2028-29	2,750,975		2,750,975
2029-30	2,752,550		2,752,550
2030-31	2,751,838		2,751,838
2031-32	2,748,563		2,748,563

CIP/Post Closure Budget

The CIP Budget is expected to increase by **\$315,000**. The Authority tries to fund known capital from operations on a pay-as-you-go basis. For some projects, this requires allocating funds to CIPs over several years. Debt taken to fund equipment for the Johnson Canyon and Jolon Road were paid off in FY 2019-20. The amounts have now been allocated to the Capital Replacement Budget. Additionally, the construction of the new organics program is nearing completion. The capital replacement budget includes \$200,000 in funding in order to ensure that we have funds set aside (pay-as-you-go funding) to replace heavy equipment and the de-packaging machine in the future, as well as any continued improvements needed for the organics recovery and composting site. Following is a summary of the Capital Expenditure Allocation for FY 2020-21

<i>Equipment Replacement</i>	\$ 1,120,000
<i>Post Closure Maintenance (3 sites)</i>	1,055,000
<i>Organics Recovery Program</i>	200,000
<i>JC Landfill System Improvements</i>	100,000
<i>Concrete Grinding</i>	<u>25,000</u>
<i>Total CIP Allocation</i>	2,500,000
 <i>Estimated New Cell Set Aside (@\$5.00/ton)</i>	
<i>(Included in Operating Budget)</i>	1,000,000
Total CIP/Set Asides	\$ 3,500,000

BACKGROUND

The budget process begins in January with a budget direction presentation. The feedback provided by the Board is incorporated into the Preliminary Budget presented in February, with a rate hearing and final budget being presented in March. This allows franchise waste haulers to begin their scheduled rate setting process in April.

ATTACHMENT(S)

1. Two Year Budget Comparison

Salinas Valley Solid Waste Authority
Two Year Budget Comparison
FY 2020-21

	FY 2019-20 Budget (Mid-Year)	Proposed FY 2020-21 Budget	Increase / (Decrease)	% Change
<u>Revenues</u>				
Tipping Fees - Solid Waste	13,357,500	13,700,000	342,500	2.6%
Tipping Fees - Surcharge	1,421,775	1,267,200	(154,575)	-10.9%
Tipping Fees - Diverted Materials	2,236,430	2,680,200	443,770	19.8%
AB939 Service Fee	2,733,000	2,815,000	82,000	3.0%
Charges for Services	130,800	131,800	1,000	0.8%
Sales of Materials	267,800	360,000	92,200	34.4%
Gas Royalties	265,000	290,000	25,000	9.4%
Investment Earnings	300,000	400,000	100,000	33.3%
Total Revenues	<u>20,712,305</u>	<u>21,644,200</u>	<u>931,895</u>	4.5%
<u>Operating Expenditures</u>				
1110 - Executive Administration	488,700	473,500	(15,200)	-3.1%
1120 - Administrative Support	420,500	435,900	15,400	3.7%
1130 - Human Resources Administration	213,700	228,500	14,800	6.9%
1140 - Clerk of the Board	183,000	196,200	13,200	7.2%
1200 - Finance Administration	774,100	786,000	11,900	1.5%
1300 - Operations Administration	501,100	505,400	4,300	0.9%
2100 - Resource Recovery	983,000	977,400	(5,600)	-0.6%
2150 - Marketing	77,500	75,000	(2,500)	-3.2%
2200 - Public Education	223,700	225,800	2,100	0.9%
2300 - Household Hazardous Waste	870,900	837,700	(33,200)	-3.8%
2400 - C & D Diversion	136,000	447,200	311,200	228.8%
2500 - Organics Diversion	1,300,800	1,479,000	178,200	13.7%
2600 - Diversion Services	24,000	24,000	-	0.0%
3600 - JR Transfer Station	638,400	675,900	37,500	5.9%
3630 - JR Recycling Operations	165,500	163,200	(2,300)	-1.4%
3710 - SS Disposal Operations	1,146,700	1,119,700	(27,000)	-2.4%
3720 - SS Transfer Operations	1,229,300	1,314,600	85,300	6.9%
3730 - SS Recycling Operations	714,200	771,600	57,400	8.0%
4500 - JC Landfill Operations	3,012,800	3,026,900	14,100	0.5%
4530 - JC Recycling Operations	483,100	471,400	(11,700)	-2.4%
5500 - Johnson Canyon ECS	370,300	311,500	(58,800)	-15.9%
5700 - Sun Street ECS	156,100	134,000	(22,100)	-14.2%
6100 - Debt Service - Interest	1,452,400	1,366,800	(85,600)	-5.9%
6200 - Debt Service - Principal	1,897,700	1,770,000	(127,700)	-6.7%
6605 - Closure Set-Aside	312,000	320,000	8,000	2.6%
6606 - Cell Construction Set-Aside	975,000	1,000,000	25,000	2.6%
Total Operating Expenditures	<u>18,750,500</u>	<u>19,137,200</u>	<u>386,700</u>	2.1%
Revenues Over/(Under) Expenses	1,961,805	2,507,000	545,195	
Use of One Time Surplus	1,624,000	-	(1,624,000)	
Less Post Closure Allocation	(1,055,000)	(1,055,000)	-	
Less CIP/Repayments Budget Allocation	<u>(2,530,000)</u>	<u>(1,445,000)</u>	<u>1,085,000</u>	
Balance Used for Reserves	<u>805</u>	<u>7,000</u>	<u>6,195</u>	



ITEM No. 15

FY 2019-20

Request for Budget Direction


January 23, 2020

Published 01/21/2020

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Budget Assumptions

- Increased organics program approved in September 2017
- Initial Implementation of Organics/C&D Sort Line
- No Other Program Changes



2

Mid-Year Budget Adjustment

New Positions	\$ 161,500
Equipment Maintenance/Rental	79,000
Increased Set Asides	<u>52,000</u>
Total Operating Budget Increase	292,500

CIP 9104 – Organics Study	<u>50,000</u>
Total Budget Increase	<u>\$ 342,500</u>



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Budget Summary

	2019-20 (With Mid Year Adjustments)	2019-20 (Without One Time Funds)	2020-21 Proposed Status Quo
<u>Budgeted Revenue</u>			
Operating Revenues	20,712,305	20,712,305	21,644,200
Use of One Time Surplus	<u>1,624,000</u>	<u>-</u>	<u>-</u>
Total Budgeted Revenue	<u>22,336,305</u>	<u>20,712,305</u>	<u>21,644,200</u>
<u>Budgeted Expenditures</u>			
Operating Expenditures	14,425,400	14,201,400	15,000,400
Estimated Set Aside (New Cell)	975,000	975,000	1,000,000
Debt Service	3,350,100	3,350,100	3,136,800
Post Closure	1,055,000	1,055,000	1,055,000
CIP/Repayment Allocation	<u>2,530,000</u>	<u>1,130,000</u>	<u>1,445,000</u>
Total Budgeted Expenditures	<u>22,335,500</u>	<u>20,711,500</u>	<u>21,637,200</u>
Balance Used for Reserves	<u>805</u>	<u>805</u>	<u>7,000</u>



4

Payroll Budget Increases

New Positions	\$ 161,500
COLA (MOU)	154,500
Merit Increases	108,200
Net All Other Increases/(Decreases)	<u>(149,500)</u>
Total Payroll Increases	274,700
PERS Unfunded Liability	<u>(224,000)</u>
Net Payroll Increases	\$ 50,700



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New Position

- Equipment Maintenance Technician I/II
 - Salary and Benefits \$ 136,100
 - Paid from savings in Vehicle Maintenance
 - Reduce equipment downtime
 - Maintain efficiencies
 - Reduce cost associated with contracted work
 - In-house expertise to troubleshoot equipment



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New Position

- Heavy Equipment Operator
 - Salary and Benefits \$ 116,400
 - Paid from increase in Revenue
 - Used to process Organics/Wood/C&D
 - recover clean wood
 - Improve diversion and reduce amounts being landfilled
 - Assist with compliance with SB 1383



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FY 2019-20 Projected Total Budget Increase

Payroll Increases	\$ 274,700
C&D Program	311,200
Organics Program	227,000
Set-Asides	33,000
All Other Increases / (Decreases)	(21,900)
Debt Service	<u>(213,300)</u>
Total Operating Budget Increase	610,700
Total CIP Budget Increase	<u>315,000</u>
Total Increases Funded from Operations	\$ 925,700



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Debt Service Schedule

FY	Bond 2014A	Bond 2014B	Capital Lease	Total Debt Payments
2014-15	1,487,418	433,458	414,901	2,335,777
2015-16	1,475,125	433,523	960,373	2,869,021
2016-17	1,475,125	432,695	797,594	2,705,414
2017-18	1,616,500	434,771	797,594	2,848,865
2018-19	2,701,250	434,728	797,594	3,933,572
2019-20	2,701,375	432,640	212,663	3,346,678
2020-21	2,703,125	433,574	-	3,136,699
2021-22	2,701,375	432,581	-	3,133,956
2022-23	2,701,000	434,730	-	3,135,730
2023-24	2,706,625	430,166	-	3,136,791
2024-25	3,137,000	-	-	3,137,000
2025-26	3,130,838	-	-	3,130,838
2026-27	3,132,688	-	-	3,132,688
2027-28	2,942,613	-	-	2,942,613
2028-29	2,750,975	-	-	2,750,975
2029-30	2,752,550	-	-	2,752,550
2030-31	2,751,838	-	-	2,751,838
2031-32	2,748,563	-	-	2,748,563



9

CIP/Post Closure Budget

Equipment Replacement	\$ 1,120,000
Post Closure Maintenance (3 sites)	1,055,000
Organics Program	200,000
JC LFG System Improvements	100,000
Concrete Grinding	<u>25,000</u>
Total CIP Allocation	2,500,000
Estimated New Cell Set Aside (Operating Budget)	<u>1,000,000</u>
Total CIP/Set Asides	\$ 3,500,000



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Projected Revenue Increase

5,000-ton increase in solid waste tonnage	\$ 342,500
Organics	219,370
Construction and Demolition	195,000
Sales of Materials/Gas Royalties	117,200
Investment Earnings	100,000
AB939 fee (3% CPI Increase)	82,000
All Other Revenue Changes	30,400
Transportation Surcharge	<u>(154,575)</u>
Total Revenue Increase	\$ 931,895



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Rate Changes

	<u>Per Ton</u>
Construction and Demolition	\$ 62.00
Green Waste- Franchise	\$ 48.00
Green Waste- Self Haul	\$ 42.00
Wood Waste	\$ 42.00
Sludge	\$ 36.00
Clean Fill Dirt (In Service Area) (per ton landfill cost)	\$ 24.00
Transportation Surcharge	\$ 18.50
	<u>Other</u>
AB939 Service Fee (3% CPI Increase)	\$ 82,000



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Residential Rates (Estimate)

Hauler	Service Level	Organics		AB939 Increase	Total Increase*
		Fee Increases	Transport Increase		
Republic	32 gal	-	\$.06	\$.02	\$.08
Tri Cities	48 gal	\$.20	\$.00	\$.06	\$.26
WM- County	35 gal	\$.02	**	\$.10	\$.12
WM- King City	35 gal	\$.04	\$.09	\$.05	\$.18

- Does not include jurisdiction fees (i.e. franchise fees) outside of SVSWA control
- ** Minimal use of SVSWA transfer services



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Commercial Rates (Estimate) SVSWA Related Increases Only

Hauler	Service Level	Organics		AB939 Increase	Total Increase*
		Fee Increase	Transport Increase		
Republic	1 cy	-	\$.20	\$.06	\$.26
Tri Cities	1 cy	-	-	\$.34	\$.34
WM- County	1 cy	\$.15	**	\$.57	\$.72
WM- King City	1 cy	\$.12	\$.39	\$.23	\$.74

- Does not include jurisdiction fees (i.e. franchise fees) outside of SVSWA control
- ** Minimal use of SVSWA transfer services



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Commercial Rates (Estimate) SVSWA Related Increases Only

Hauler	Service Level	Organics			Total Increase*
		Fee Increase	Transport Increase	AB939 Increase	
Republic	3 cy	-	\$.61	\$.15	\$.76
Tri Cities	3 cy	-	-	\$ 1.01	\$ 1.01
WM- County	3 cy	\$.35	**	\$ 1.31	\$ 1.66
WM- King City	3 cy	\$.27	\$.89	\$.51	\$ 1.67

- Does not include jurisdiction fees (i.e. franchise fees) outside of SVSWA control
- ** Minimal use of SVSWA transfer services



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5 Year Operating Projections*

Description	2019-20 Budget	2020-21 Proposed	2021-22 Estimate	2022-23 Estimate	2023-24 Estimate	2024-25 Estimate
Landfilled Tonnage	195,000	200,000	200,000	200,000	200,000	200,000
Estimated Tipping fee	68.50	68.50	68.50	68.50	68.50	68.50
AB939 Service Fee	2,733,000	2,815,000	3,100,000	3,350,000	3,600,000	3,800,000
Total Revenues	20,712,305	21,644,200	22,144,300	22,515,150	22,841,200	23,167,350
Total Expenditures	14,417,400	15,000,400	15,305,000	15,615,000	15,931,000	16,253,000
Net Revenues	6,294,905	6,643,800	6,839,300	6,900,150	6,910,200	6,914,350
Debt Service on 2014 Bond	3,134,100	3,136,800	3,134,000	3,135,700	3,136,900	3,137,000
Net Income After Debt Service*	3,160,805	3,507,000	3,705,300	3,764,450	3,773,300	3,777,350
*Allocation for CIP and Reserve funding per Board fiscal policies						
Debt Coverage Ratio	201%	212%	218%	220%	220%	220%



*Does not include items funded through use of one-time funds

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5 Year Capital Plan*

Description	2019-20 Budget	2020-21 Proposed	2021-22 Estimate	2022-23 Estimate	2023-24 Estimate	2024-25 Estimate
New Cell Construction	975,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Post-Closure	1,055,000	1,055,000	1,112,000	1,134,000	1,157,000	1,180,000
Equipment Purchase/Replacement	920,000	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000
JC Landfill Improvements	60,000	100,000	150,000	150,000	150,000	125,000
Transfer Station Improvements	50,000	-	25,000	25,000	25,000	25,000
Organics Program	80,000	200,000	250,000	250,000	250,000	250,000
Concrete Grinding Set Aside	20,000	25,000	25,000	25,000	25,000	25,000
Total CIP's and Set Asides Funded From Operations	3,160,000	3,500,000	3,682,000	3,704,000	3,727,000	3,725,000



*Does not include items funded through use of one-time funds

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Projected Reserves*

Description	2019-20 Budget	2020-21 Proposed	2021-22 Estimate	2022-23 Estimate	2023-24 Estimate	2024-25 Estimate
Net Income After Debt Service	3,160,805	3,507,000	3,705,300	3,764,450	3,773,300	3,777,350
Total CIP, Post Closure, and Set Asides Funded From Operations	3,160,000	3,500,000	3,682,000	3,704,000	3,727,000	3,725,000
Budgeted Surplus for Reserves	805	7,000	23,300	60,450	46,300	52,350



*Does not include items funded through use of one-time funds

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Report to the Board of Directors

ITEM NO. 16

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Legal Counsel

Date: January 23, 2020

From: Patrick Mathews, General Manager/CAO

Title: A Resolution Approving a Fair Share Funding Agreement with the County of Monterey for the Gloria/Iverson/Johnson Canyon Roadway Improvement Project

RECOMMENDATION

The Executive Committee and staff recommend the Board of Directors adopt the attached resolution.

FISCAL IMPACT

The Authority has retained it's "fair share" road improvement funding in the Capital Fund Budget since approval of the 2007 Conditional Use Permit for the Johnson Canyon Landfill Expansion. The original calculated fair share set-aside amount was \$2.3 million with the Authority already having expended \$76,206.40 for pre-engineering roadway condition evaluations to start this project. The remaining balance available for contribution to the roadway improvement project is \$2,223,793.60.

DISCUSSION & ANALYSIS

The approved landfill route for Authority and Franchise refuse vehicles runs from Gloria Road (east from the Highway 101 exit) to Iverson Road (north) to the upper section of Johnson Canyon Road (east) to the landfill entrance. The current condition of the road is extremely poor and requires substantial maintenance by the County to keep it passable. The Authority is incurring increased transfer truck and trailer maintenance costs due to the poor roadway conditions. As a result, the County has prioritized the road improvement project for the Johnson Canyon Landfill for construction in 2020.

This project is being conducted in partnership with the County, the City of Gonzales and the Authority. In 2016/17 the Authority commissioned Harris and Associates to conduct the initial roadway condition evaluation necessary to begin design of the improvements. In 2018-19, the City of Gonzales agreed to act as lead for design of the roadway improvements, with a portion of the improvements occurring within the City limits along the first section of Gloria Road. Future planned growth for the City will also benefit from these improvements. With the final design and bid documents approaching completion, the County will assume the lead for bidding and construction oversight of the project.

The project designs are at the 90% completion stage and tentatively planned for bidding in February/March 2020. Construction is planned to start in early summer with estimated completion in late fall 2020. As an additional condition of this agreement, the Authority

will provide space at the Johnson Canyon Landfill for the construction staging and equipment/materials storage.

BACKGROUND

As a condition of the Johnson Canyon Landfill's 2007 Conditional Use Permit (CUP, condition 49, mitigation condition 3) from the County of Monterey and as conditioned in the 2007 MOU between the Authority and the City of Gonzales (term 6), the Authority agreed to provide \$2.3 million in funding to improve the primary landfill access route. The primary route was selected to reduce traffic impacts to the City of Gonzales' main highway interchange for 5th Street and Johnson Canyon Road.

The CUP requires the County to improve this roadway section to "heavy truck traffic" standards to support refuse vehicles and transfer trucks, in addition to other heavy agricultural vehicles and produce transportation trucks that use portions of this route.

ATTACHMENT(S)

1. Resolution
2. Exhibit A - Fair Share Agreement with County of Monterey for Johnson Canyon Landfill Roadway Improvements Project

RESOLUTION NO. 2020 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A FAIR SHARE FUNDING AGREEMENT WITH THE COUNTY OF MONTEREY FOR THE GLORIA ROAD/IVERSON ROAD/JOHNSON CANYON ROAD IMPROVEMENT PROJECT

WHEREAS, on May 30, 2007, the County of Monterey approved a Conditional Use Permit for the expansion of the Johnson Canyon Landfill with a Mitigation Requirement (no. 3) for the Authority to fund its fair share of the landfill access roadway improvement, estimated at \$2.3 million; and,

WHEREAS, on December 20, 2007, the Board of Directors of the Salinas Valley Solid Waste Authority approved a Memorandum of Understanding with the City of Gonzales related to the expansion of the Johnson Canyon Landfill which reiterated the Authority obligation to pay its fair share of the landfill roadway improvement project; and,

WHEREAS, these roadway improvements will also benefit the agricultural operations in and around the landfill and the future growth area of the City of Gonzales.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority, the Fair Share Funding Agreement with the County of Monterey for the Gloria/Iverson/Johnson Canyon Roadway Improvements, attached hereto as "Exhibit A" is hereby approved and the General Manager/CAO is authorized to execute this agreement on behalf of the Authority.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a meeting duly held on the 23rd day of January 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

FAIR SHARE AGREEMENT

This Fair Share Agreement (“Agreement”), by and between the Salinas Valley Solid Waste Authority (“SVSWA”) and the County of Monterey (“County”) is effective as of the last date opposite the respective signatures below to reflect SVSWA’s fair-share portion of improving the alternative access route road conditions to County standards for heavy truck traffic on the designated landfill route sections of Gloria, Iverson and Johnson Canyon Roads.

RECITALS

WHEREAS, on May 30, 2007, County certified an Environmental Impact Report and approved a Use Permit for the Johnson Canyon Landfill (Project No: PLN060239, EIR: SCH#200021027); and

WHEREAS, mitigation/conditions for the Johnson Canyon Landfill Use Permit obligates SVSWA to pay its fair share portion of improving the alternative access route road conditions to County standards for heavy truck traffic on Gloria and Iverson Road; and

WHEREAS, on June 18, 2019, County entered into a Memorandum of Understanding (MOU) with the City of Gonzales to complete the Gloria Road/Iverson Road/Johnson Canyon Road Pavement Reconstruction Project (the “Project”); and

WHEREAS, the Project is more particularly described in Exhibit “A” to this Agreement which is attached and incorporated by this reference; and

WHEREAS, County and SVSWA agree that the SVSWA’s fair share portion of such improvements in the unincorporated County will not exceed \$2,300,000.00, of which \$76,206.40 has already been expended by the SVSWA to conduct preliminary engineering evaluation work on the road improvement sections.

NOW, THEREFORE, SVSWA and County agree as follows:

1. SVSWA Responsibilities.

- A. The SVSWA shall pay up to Two Million Three Hundred Thousand Dollars (\$2,300,000.00) to the County for the Project (“SVSWA Contribution”) costs in the unincorporated County, and payable as follows:
 - i. Seventy-six thousand two hundred six dollars and 40 cents (\$76,206.40) previously expended by the SVSWA for pre-engineering roadway evaluations.
 - ii. One Hundred Ten Thousand Dollars (\$110,000.00) within thirty (30) days of execution of this Agreement.
 - iii. Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00) upon the SVSWA’s receipt of the County Director of Transportation signed certification to the SVSWA that the Project is thirty-three percent (33%) completed.
 - iv. Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00) upon the SVSWA’s receipt of the County Director of Transportation signed

certification to the SVSWA that the Project is sixty-six percent (66%) completed.

- v. Balance of SVSWAs funding commitment, not-to-exceed two million three hundred thousand dollars (\$2,300,000.00) in total contribution upon the receipt of the County's execution of the Notice of Completion for the Project.

- B. SVSWA agrees to allow the County and its contractors to use the Johnson Canyon Landfill site to stage and store materials for the construction of the Project and provide space for the County to place a temporary County Project field office.
- C. SVSWA agrees to make available recycled aggregates that may be stored at the Johnson Canyon Landfill for the purposes of constructing the Project at no additional cost to the Project.

2. County Responsibilities.

- A. County shall be responsible for completing the Project, including paying all costs of the Project other than the SVSWA Contribution, soliciting bids for the Project pursuant to the public contracting laws of the State of California, selecting contractors for the Project, managing and inspecting the construction of the Project, disbursing payments for the Project, and performing all future maintenance of the improved County roads. The SVSWA shall not be a party to any agreements with general contractors or subcontractors for work on the Project and shall not be liable to any contractor or subcontractor for the costs of the Project. The SVSWA is expressly not required to pay the County or any other party any money or other consideration for the Project, including but not limited to, any change orders, charges, invoices, or liabilities relating to the Project other than the SVSWA Contribution.
- B. Reimbursement of Future Grant Funds and/or Development Fees. If the County receives any grant funds, development fees, user fees or other monies for contribution to or reimbursement of the County's Costs of the Project (collectively, "Funds"), the SVSWA shall be entitled to a proportionate share of such Funds. The share shall be equal to the SVSWAs \$2,300,000.00 Contribution divided by the total cost of the Project, (as determined by adding the cost of all invoices from third parties paid by the County to design and construct the Project), multiplied by the amount of Funds. For example, if the total cost of the Project is \$10,000,000.00, the SVSWA will be entitled to receive twenty-three percent (23%) of any Funds received by the County $\$2,300,000.00/\$10,000,000.00 = 0.23$. The reimbursement of Funds to the SVSWA shall be paid within sixty (60) days of the County's receipt of the Funds.
- C. County Representations. The County represents and warrants that the fulfillment of the SVSWA's obligations under this Agreement fully satisfies the SVSWA obligation to pay its fair share of road improvements pursuant to Permit Condition No. 49 of the Johnson Canyon Landfill Conditional Use Permit, without regard to whether the Project is completed.

3. Contact Information.

COUNTY OF MONTEREY

Randy Ishii, Chief of Public Works
Monterey County Resource Management Agency
1441 Schilling Place, Second Floor
Salinas, California 93901
(831) 784-5647
IshiiR@co.monterey.ca.us

SALINAS VALLEY SOLID WASTE AUTHORITY

R. Patrick Mathews
General Manager/CAO
Salinas Valley Solid Waste Authority
Gonzales, California 93926
(831) 775-3000
patrickm@svswa.org

4. Entire Agreement. This Agreement contains all agreements and understandings of the parties and supersedes and cancels any and all prior or contemporaneous written or oral agreements, instruments, understandings, and communications of the parties with respect to the subject matter herein.
5. Authority. Each Party executing this Agreement represents and warrants that (i) it has the authority to enter into this Agreement, (ii) the execution and delivery of this Agreement has been duly authorized by the Party pursuant to its formation documents and/or its enabling legislation as applicable, and (iii) upon such execution and delivery this Agreement shall be binding upon and enforceable against each Party.
6. Voluntary Agreement. The Parties each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective party.
7. Amendment. This Agreement shall not be amended, revised, modified or revoked at any time without the written agreement of both parties.
8. Binding Effect. This Agreement shall be binding on the parties, their representatives, successors, and assigns.
10. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the Parties agree that a court of competent jurisdiction in the County of Monterey shall be the sole venue and jurisdiction for the bringing of such action.
11. Counterparts. This Agreement may be executed in several counterparts of which each shall be deemed a duplicate original but all of which shall constitute a single document.

The signature page of each counterpart may be detached from said counterpart and attached to a single document which shall for all purposes be treated as an original. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by all parties. To facilitate execution of this Agreement, the parties may execute and exchange, by facsimile or electronic counterparts, the corresponding signature pages.

IN WITNESS WHEREOF, the County of Monterey and the Salinas Valley Solid Waste Authority execute this Agreement as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

Approved as to Form:
Leslie J. Girard, County Counsel

By _____
Carl P. Holm, RMA Director

By _____
Mary Grace Perry
Deputy County Counsel

Date: _____

Date: _____

ATTEST:

By _____
Clerk of the Board

Date: _____

SALINAS VALLEY SOLID WASTE AUTHORITY

Approved as to Form:

By _____
R. Patrick Mathews
General Manager/CAO

By: _____
Roy C. Santos
General Counsel

Date: _____

Date: _____

ATTEST:

By _____
Erika Trujillo, Clerk of the Board

Date: _____

Salinas Valley Solid Waste Authority

Gloria – Iverson – Johnson Road Improvements Project

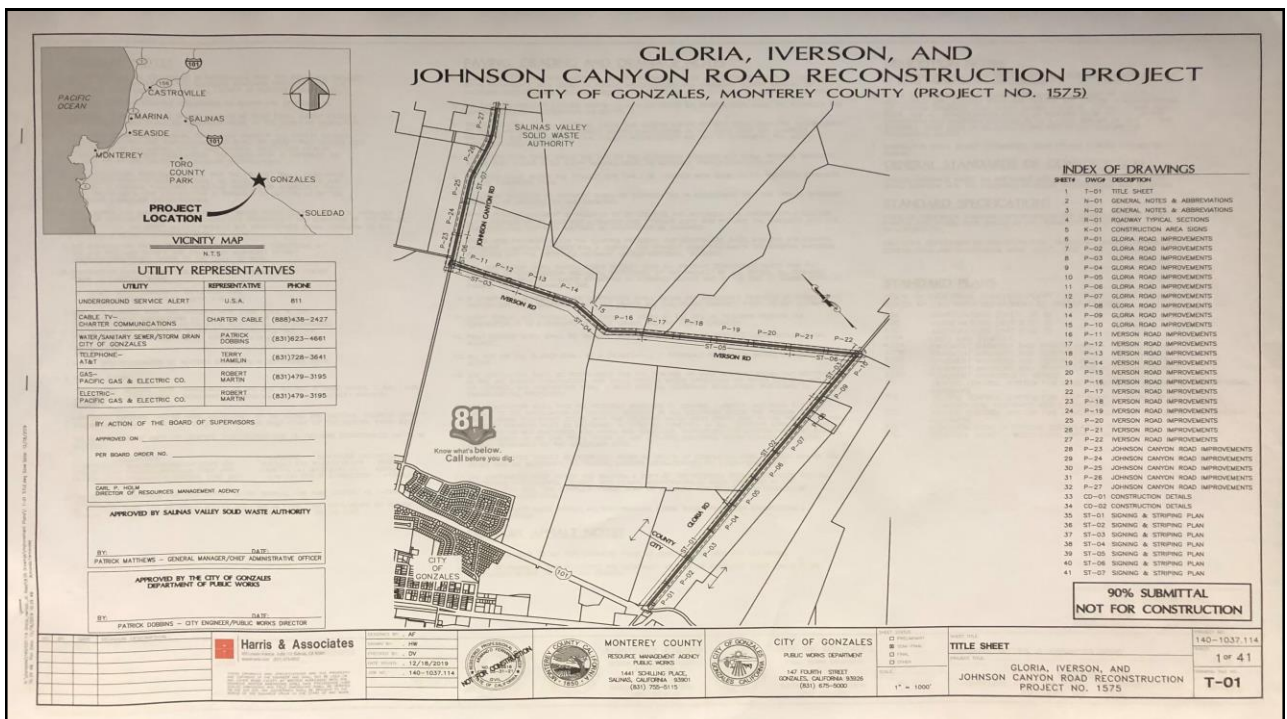
Board of Directors Meeting

January 23, 2020

Patrick Mathews, General Manager/CAO

Published 01/21/2020

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SVR Agenda Item - View Ahead 2020						Item No. 17
^	Feb	Mar	Apr	May	Jun	Jul
A						
1	Minutes	Minutes	Minutes	Minutes	Minutes	MEETINGS RECESS
2	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	
4	4th Qtr Tonnage & Diversion Report	Public Hearing: Rates & Fee Sched (EC)	March 31 Cash & Investments Report	1st Qtr. Tonnage & Diversion Report	CCPP Supplemental Appropriation (EC)	
5	Facilities Customer Survey	Update on Gloria/Iverson Rd. Project	FY Investment Policy (EC)	FY Investment Policy (EC)	Social Media Campaign	
6	CH Land Lease Agreement w/Vision Recycling	New FY 20-21 Budget (EC)	Wally-Waste-Not Awards	Board Policy Updates (EC)		
7	Vision Recycling Services Agmt Amendment	Real Property Negotiations				
8	FY 20-21 Preliminary Budget (EC)					
9	Real Property Negotiations					
10						
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Consent

Presentation

Consideration

Closed Session

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

(EC) Executive Committee

(sp) Strategic Plan Item